



UTM
UNIVERSITI TEKNOLOGI MALAYSIA

LAW AND MANAGEMENT OF INTELLECTUAL PROPERTY

COPYRIGHT LICENSING AGREEMENT

SBSD 2043- SECTION 02

GROUP 3

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INTRODUCTION

BookOffice Publication is a publication company that produce literary work such as novel, comic, etc. and publish author's literary work consist of 6 owners named, Faiz, Hanif, Tan Wen Yen, Najwa, Aizat and Adibah. Our main headquarters is located at Seri Kembangan, Selangor.

This book Publishing Agreement is made effective as of 10th of May 2020 between our parties which is BookOffice Publication and Novel author named Ahmad Teme.

This publishing agreement concerning a work, Malay Fiction Novel currently titled "Pelukis Jalanan", which contained 215 total pages (not including front cover) and 5 pages of additional images from the author.

This agreement basically will explain specifically about the party granting the right to use the licensed property, BookOffice Publication will be referred to as the "Owner" and the party who is receiving the right to use the licensed property, Ahmad Teme will be referred to as the "User. Owner owns all proprietary rights in and to the copyrightable and/or copyrighted works described in this Agreement. The copyrighted works will collectively be referred to as "Work."

Book Office Publication hereby grants to Ahmad Teme, in accordance with the terms and conditions of this Agreement, a (non)-exclusive, non-transferrable license to use the Work in the course of its business and to otherwise copy, make, use and sell the Work, and for no other purpose.

Ahmad Teme may copy and sell the Work in accordance with the terms set forth below, for general advertising materials and point of sale displays, advertising, and other promotional materials for the Work. Further, Ahmad Teme may use the Work in conjunction with an Internet site for the advertisement and sale of the Work as described herein, but shall not otherwise advertise or sell internationally without the written permission of Book Office Publication. Any other use shall be made by Ahmad Teme only upon the receipt of prior written approval from Book Office Publication

COPYRIGHT BOOK PUBLISHING AGREEMENT

Introductory Clauses

This Book Publishing Agreement is made effective as of 10th of May 2020

BETWEEN

BOOKOFFICE PUBLICATION, of 10,
Jalan Dagang SB 4/1, Taman Sungai Besi
Indah, 43300 Seri Kembangan, Selangor
Darul Ehsan.

AND

AHMAD TEME, of 10, Taman Mewangi 10/1
Bangsar, 59200 Kuala
Lumpur.

This Agreement shall be governed by the laws of COPYRIGHT ACT 1987. This Agreement will commence on 10th May 2020 and continue until the 10th May 2021 or until either party provides written notice of termination to the other party with a 30 days notices.

RECITALS

In this Agreement, the party granting the right to use the licensed property, BookOffice Publication will be referred to as the “Owner” and the party who is receiving the right to use the licensed property, Ahmad Teme will be referred to as the “User.”

(A) Owner owns all proprietary rights in and to the copyrightable and/or copyrighted works described in this Agreement. The copyrighted works will collectively be referred to as “Work.”

(B) Owner owns all rights in and to the Work and retains all rights to the Work, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress.

(C) Owner desires to obtain, and Licensor has agreed to grant, a license authorizing the use of the Work by Licensee in accordance with the terms and conditions of this Agreement.

1. Grant of License

(A) Book Office Publication hereby grants to Ahmad Teme, in accordance with the terms and conditions of this Agreement, a (non)-exclusive, non-transferrable license to use the Work in the course of its business and to otherwise copy, make, use and sell the Work, and for no other purpose. Ahmad Teme may copy and sell the Work in accordance with the terms set forth below, for general advertising materials and point of sale displays, advertising, and other promotional materials for the Work. Further, Ahmad Teme may use the Work in conjunction with an Internet site for the advertisement and sale of the Work as described herein, but shall not otherwise advertise or sell internationally without the written permission of Book Office Publication. Any other use shall be made by Ahmad Teme only upon the receipt of prior written approval from Book Office Publication.

(B) Book Office Publication retains all rights to packaging designs and trade dress, for the promotion, marketing and sale of the Work which Ahmad Teme develops, creates, purchases or otherwise owns.

(C) Ahmad Teme shall not grant sub-licenses without the prior written approval of BookOffice Publication.

(D) Ahmad Teme hereby accepts such license and agrees that Ahmad Teme shall not use the Work except in accordance with the terms and conditions of this Agreement. Ahmad Teme acknowledges and agrees that the license granted herein is non-exclusive and that

BookOffice Publication may license others to use the Work subject to any limitations set forth herein.

2. Ownership of Works.

(A) BookOffice Publication acknowledges that Ahmad Teme is the sole and exclusive owner of the work and of all associated federal registrations and pending registrations, and BookOffice Publication does not do anything contrary to such ownership. BookOffice Publication further states that it does not claim ownership rights in the Work or any copy, adaptation, sequels or trilogy or related work owned or used by Ahmad Teme. BookOffice Publication admits that no right, title or involvement in the Work, other than the right to use the same in accordance with this Agreement, shall be granted to BookOffice Publication in this Agreement.

3. Term and Termination.

(A) This Agreement begins anew as of the Effective Date and intend to continue in full force and effect for a period of one year and shall automatically be renewed for an additional period of one year, unless either Party gives written notice of non-renewal to the other Party not less than sixty (60) days before the expiry of any one (1) year period.

(B) In the event that Ahmad Teme fails, where appropriate, to retain its good corporate status in the State of Malaysia, BookOffice Publication can, at its absolute discretion, terminate this Agreement without delay.

(C) Ahmad Teme can terminate this Agreement at its sole discretion if the BookOffice Publication seeks bankruptcy voluntarily or involuntarily. Upon filing for or subject to going bankrupt, Ahmad Teme shall appoint BookOffice Publication as the creditor of all royalties which are due or may become due under the terms of this Agreement.

- (D) In the event that BookOffice Publication sells all of its properties to a third party or otherwise ceases to exist in its current form, Ahmad Teme may, at his option, end the Agreement without delay.
- (E) Upon termination or expiry of the license issued under this Agreement by law or otherwise, all special rights and obligations under these terms (including rights to use the Work), with the exception of the obligation of BookOffice Publication to pay Ahmad Teme royalties in accordance with the terms set out in the present Agreement and shall cease to exist.
- (F) After termination of this agreement, Ahmad Teme agrees to allow for the release of the BookOffice six (6) months from the completion of all use of the work, including a fair period to change labels, packaging and ads. BookOffice Publication agrees to stop working as soon as possible and, without any event, longer than normal time specified herein after termination of contract.

4. Fees.

- (A) BookOffice Publication agrees to pay Ahmad Teme a one-time fee of RM2, 000.00 within the terms of this Agreement and for renewals or amendments to this Agreement.
- (B) BookOffice Publication agree to pay a royalty of five per cent (5 per cent) of the gross receipts from the selling of the Job to Ahmad Teme (gross receipts shall be the sale price minus any allowance, discount or refund actually made) or to RM20.00 (Ringgit Malaysia) whichever is higher for each portion. -- Quarters ending in March, June, September and December shall pay all other royalties in ten (10) days of the month.
- (C) Failure of BookOffice Publication to provide any fee needed by this Agreement when such payment is due shall terminate this Agreement at the option of Ahmad Teme. Ahmad Teme shall, within thirty (30) days from the due date of payment, provide a written notice to

BookOffice Publication of termination of this Agreement for failure to make the necessary payment.

5. Use of Work.

(A) BookOffice Publication shall have control over the quality of use of the Work and the quality of goods sold under the Work. At the option of BookOffice Publication, for all advertisements and packaging of the Work, Ahmad Teme shall:

- i. Display with the Work an approved symbol notifying the consumer of the copyright and/or trademark rights owned by and licensed within this Agreement. BookOffice Publication will provide to Ahmad Teme an approved copyright notice to be prominently displayed on each copy of the Work published.
- ii. Ahmad Teme agrees to mark all Work with any reasonable copyright and/or trademark notices provided by BookOffice Publication and
- iii. Comply with any reasonable standards promulgated by BookOffice Publication that relate to the use of the Work by Ahmad Teme.

(B) Upon execution of the Agreement Ahmad Teme shall advise BookOffice Publication prior to making any change or modification to the Work, Ahmad Teme shall provide BookOffice Publication, upon BookOffice Publication's request, with representative samples of how Ahmad Teme is using the Work, including copies or examples of how the Work is used on Ahmad Teme's Internet site. If, at any time, any use of the Work fails to conform to standards set by BookOffice Publication, BookOffice Publication may provide to Ahmad Teme notice of said failure. Ahmad Teme shall cure said failure within thirty (30) days from the date of such notice, or such longer period as may be reasonably necessary to cure said failure, so long as Ahmad Teme is diligently pursuing the cure. In the event that said failure is not cured within the period described in the preceding sentence, BookOffice Publication may then terminate this Agreement immediately. If BookOffice Publication fails to approve any modifications or changes to the Work within ten (10) days of Ahmad Teme advising

Book Office Publication of the proposed changes, Book Office Publication's approval shall be deemed to have been granted.

- (C) Upon termination of this Agreement for any reason, Ahmad Teme shall be entitled to sell, distribute, or otherwise dispose of any existing inventory of the Work, but shall otherwise discontinue immediately all use of the Work or any publication confusingly similar thereto, cooperate with Book Office Publication in applying to the appropriate authorities to cancel recordation, if any, of this Agreement from all government records, and destroy all printed materials related to the Work; and all rights in the Work and the goodwill appurtenant thereto shall revert to and remain the property of Book Office Publication.

6. Indemnification.

Author's Indemnity of Publisher. The Author, Ahmad Teme shall indemnify, defend, and hold harmless the Book Office Publication, its parent company, subsidiaries, and affiliates, and their respective shareholders, officers, directors, employees, partners, associates, affiliates, joint ventures, agents, and representatives, from any and all claims, debts, demands, suits, actions, proceedings, and/or prosecutions ("Claims") based on allegations which, if true, would constitute a breach of any of the foregoing warranties and representations or any other obligation of the Author under this Agreement, and any and all liabilities, losses, expenses (including attorneys' fees and costs) and damages in consequence thereof.

- (A) Each party to this Agreement shall give prompt notice in writing to the other party of any Claims.
- (B) In the Event of any Claims, the Publisher shall have the right to suspend payments otherwise due to the Author under the terms of this Agreement as security for the Author's obligations under this section.
- (C) The Author's warranties, representations, and indemnities as set forth in this Agreement shall extend to any person or entity against whom any Claims are asserted by reason of the

exploitation of the rights granted by the Author in this Agreement, as if such warranties, representations, and indemnities were originally made to such third parties.

- (D) All such warranties, representations, and indemnities shall survive the termination or expiration of this Agreement.

7. Assignment.

- (A) This Agreement (including, without limitation, the license granted hereunder) is personal to Book Office Publication that consist by six owners that have a right on copyrightable work and shall not be granted or assigned or transferred by Book Office Publication, including, without limitation, by operation of law and its legal operation, except that, with prompt written notice to Ahmad Teme, the Agreement may be transferred to a purchaser of all or substantially all of the assets of Book Publication. Any attempt on the part of Book Publication to assign, sub-license, or transfer Book Publication's rights under this Agreement except as provided here- in shall be invalid and void. Ahmad Teme which is licensor shall have the right to assign its rights and obligations under this Agreement and all its right, title and interest in the Work without the consent of Book Office Publication.

- (B) Title and series right. The publisher which is Book Office Publication that consist of six owners reserves all right in and to the title (including series title, if any), logotype, trademark, trade dress, format, and other features of the Work as published and promoted by the Book Office Publication.. The Publisher shall have the sole right to develop sequels or prequels, new or additional titles in a series, or related works using any and all such elements, and shall be free to commission or contract with any other person(s) for the preparation of such sequels, series, or related works.

8. Validity of Works.

Ahmad Teme admits the validity of all copyrights for the Work and all associated registrations and acknowledges that any and all rights that might be acquired by Ahmad

Term because of its use of the Work shall inure to the sole benefit of Book office Publication, provided that this Paragraph 8 shall not entitle Book office Publication to all or any portion of the profits or revenues from Licensee's permitted uses hereunder, except for the fees described in Paragraph 4.

9. Notices

If the Publisher, in its sole discretion, deems the Manuscript, Artwork, Front matter and/or Back matter, Permissions and/or any other materials delivered by the Author under this Agreement to be unacceptable in form or substance, then the Publisher shall so advise the Author by written notice, and the Author shall have the opportunity to cure any defects and generally revise, correct, and/or supplement the Manuscript, Artwork, Front matter and/or Back matter, Permissions and/or other materials to the satisfaction of the Publisher, and deliver the fully revised, corrected and/or supplemented Manuscript, Artwork, Front matter and/or Back matter, Permissions and/or other materials no later than 30 days after receipt of the Publisher's notice. If such revised, corrected and/or supplemented materials are not delivered in a timely manner, or if they are deemed unsatisfactory in form or substance by the Publisher, then the Publisher shall have the unqualified right to terminate this Agreement without further obligation to the Author.

Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and delivered personally or by registered or certified mail, return receipt requested, with postage prepaid and addressed to the following persons and addresses, or to such other addresses or persons as any party may request by notice in writing to the other such party:

Licensee:

BOOKOFFICE PUBLICATION,
10, Jalan Dagang SB 4/1, Taman Sungai Besi Indah,
43300 Seri Kembangan, Selangor Darul Ehsan.
bookoffice@publication.com.my
Tel: 03-44556677

Licensor:

AHMAD TEME,

10, Taman Mewangi 10/1, Bangsar, 59200 Kuala Lumpur.

ahmadteme101@gmail.com

Tel: 019-2323454

Any such notice shall be effective when received.

10. Insurance.

Upon the reasonable request of Bookoffice Publication, Ahmad Teme agrees to provide to Bookoffice Publication proof of general liability insurance, in any minimum amount which is required by the State in which Ahmad Teme is incorporated. Said insurance policy shall provide coverage to any third party for injuries claimed to arise from the products advertised and sold by Ahmad Teme which relate to the Work and shall also contain a general advertising liability clause, insofar as such clause is allowed by Federal or State law. The insurance policy shall provide coverage to Ahmad Teme for indemnification of Licensor Bookoffice Publication under the terms of Paragraph 6 herein.

11. Arbitration.

All disputes arising from the terms of this Agreement may be subjected to binding arbitration upon consent of both parties, with one arbitrator selected by each party, and a third arbitrator selected by the two chosen arbitrators. This Agreement shall be governed by and construed in accordance with, the laws of the State of Malaysia without regard to the conflicts of laws rules thereof and any arbitration shall be brought in Malaysia using Malaysia laws.

12. Independent Business Relationship.

BookOffice Publication and Ahmad Teme are independent contractors and are not and shall not be construed as joint ventures, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

13. Miscellaneous.

- (A) This Agreement constitutes the entire agreement and understanding of the parties between Author, Ahmad Teme and Publisher, Book Office Publication that consist of six owners that have right on this agreement with respect to the subject matter hereof, as per all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the party against whom enforcement thereof is sought.
- (B) If any dispute shall arise between the Author and the Publisher regarding this Agreement, the Publisher and Author will first attempt to resolve such dispute through mediation and the parties shall have the right to conduct reasonable discovery as permitted by the arbitrator(s) and the right to seek temporary, preliminary, and permanent injunctive relief in any court of competent jurisdiction during the pendency of the arbitration or to enforce the terms of an arbitration award. In the event it becomes necessary for either party to file a suit to enforce this Agreement or any provisions contained herein, and either party prevails in such action, then such prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees and court costs incurred in such suit.
- (C) If any provision in the term of this Agreement or the applicability of the provisions to any person or circumstance which is invalid shall not affect the remainder of this Agreement or the application of such provisions to any other persons or circumstances, shall not be affected

thereby. This Agreement may be executed in several equivalents, each of which shall be deemed an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the date first above written.

LICENSEE:

By: BookOffice Publication

BOOKOFFICE PUBLICATION

10, Jalan Dagang SB 4/1, Taman Sungai Besi Indah,
43300 Seri Kembangan, Selangor Darul Ehsan.

bookoffice@publication.com.my

Tel: 03-44556677

LICENSOR:

By: AHMAD TEME

AHMAD TEME

10, Taman Mewangi 10/1, Bangsar,
59200 Kuala Lumpur.

ahmadteme101@gmail.com

Tel: 019-2323454

REFERENCES

1. Maven House Press (2012). *Maven House Press Book Publishing Agreement 060112*
Retrieved from <http://mavenhousepress.com/Sample-Book-Publishing-Agreement.pdf>
2. Sample Templates. *Free 22+ License Agreement Samples in PDF, MS WORD, Google Docs, and Pages.*
Retrieved from <https://www.sampletemplates.com/business-templates/sample-license-agreement-template.html>
3. Sekolah Penulisan (2017) *Bagaimana Royalti Buku Dikira?*
Retrieved from <https://sekolahpenulisan.com/bagaimana-royalti-buku-dikira/>
4. Words Worth Publishing, *Sample Publishing Agreement*
Retrieved from <https://wordsworthpublishing.com/authors-resources/authors-contract/>

GROUP REFLECTION

First of all, we would like to thanks to our lecturer of Intellectual Property Law, Dr Hakimah and team member that had done the best to contribute for discussion and complete the task given by the lecturer. Everyone in the group had perform great the task that been assign equally by us. Next, due to Covid-19 we had a little bit struggling to complete the assignment because we cannot meet through face to face, so we only can communicate through online platform, Whatsapp group. We also had sharing our opinion, understanding and idea regarding this task on Whatsapp group. All of us had finish and complete the assignment on timeframe given and highly perform their role and make the process of work assignment smoothly. Furthermore, after finished this assignment, we had gained new knowledge about licensing agreement on how to make an agreement, what is licensing agreement and others. We also implement the knowledge that we had learn regarding this subject Intellectual Property Law in to complete this assignment. Next, by doing this assignment we can understand more clearly about subject that we had learned before. Last but not least, this knowledge also important to us in future and we can implement this knowledge in the real work life especially about the element that can protect under copyright law such as copyrightable work, trademark and others. In conclusion this assignment give many benefit to us and will give positive impact in our future.