

MEMORANDUM OF UNDERSTANDING

Between

CLC Kenya

And

_____, Author

1. The purpose of this Memorandum of Understanding (hereafter referred to as “MOU”) is to establish the terms and conditions under which CLC Kenya (hereafter referred to as “Hosting Publisher”) shall be granted the right to represent the Author to his display his title(s) for the purpose of promoting the Author’s subsidiary rights , subject to all of the terms and conditions of this agreement, upon, by and through the following described product, evolge.com, which is the sole intellectual property of Goodwill Rights Management Corp.

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

2. Hosting Publisher agrees to:
 - 2.1. Market the Author’s intellectual property, using the tools and features available on evolge.com
 - 2.2. Respond to all inquires and royalty offers from prospective rights buyers in consultation with the Author.
3. Author agrees to:
 - 3.1. Allow Hosting Publisher to upload and promote their titles and properties.
 - 3.2. Allow Hosting Publisher to negotiate rights agreements on their behalf.
 - 3.3. Provide additional information including but not limited to content data, marketing information, photos, etc., as is reasonably required for Hosting Publisher to promote Author’s titles and properties.
4. Author shall deliver to Hosting Publisher his metadata for such titles and properties which shall be hosted on evolge.com within fourteen (14) days upon signing of this Agreement. Alternatively, Hosting Publishing shall assist in the development of the same for an additional fee.
5. To make the service provided by the Hosting Publisher effective, Author shall pay:
 - 5.1. A one-time set-up fee of Kes 4,380.00 to the Hosting Publisher, payable upon execution of this Agreement to the following account details:

Mpesa Till: 924690 (buy goods & services) Name: CLC Programs & Training

Or Account Name: CHRISTIAN LITERATURE COMMUNICATIONS

Account number: 1450179432120

Bank Name - Equity Bank Kenya Limited

Bank SWIFT/BIC code: EQBLKENA Equity Bank Code: 68 Country: KENYA.

Our branch - Kilimani Branch

Payment reference details:.....

5.2. Author shall pay an annual fee for uploaded titles of Kes 2,300.00 per title.

6. In the event of a sale of a subsidiary right by evolve.com, Hosting Publisher shall be allowed to collect the 7.5% of the royalty advance, fee, or other transaction fee initiated and transacted through the use of evolve.

Your book title(s):.....

Your account name:.....

Your account number:.....

Your email address:.....

Your Mobile number:.....

7. Fees for additional services may apply (e.g. Featured Section or Advertisements) and will be advised upon as need arises for Author's approval.

8. This MOU shall take effect beginning on the date below and continue for a period of one year or until this agreement is terminated as provided in this agreement.

Either party may terminate this agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than sixty (60) days prior to the date specified in such notice for the date of termination.

There shall be no refund of the fees paid for use of the product upon termination by either party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth next to each Party's signature.

CLC Kenya

(Date)

Author

(Date)