

**MoU**  
**MEMORANDUM OF UNDERSTANDING**

Between

---

(Hereafter referred to as the Author)

And

**EMPORE CORPORATIONS (PTY) LTD**  
t/a EMPORE PUBLISHERS  
(Hereafter referred to as the Publisher)

1. **PREAMBLE**

- 1.1 Whereas the author has written an original manuscript titled \_\_\_\_\_.
- 1.2 And whereas the Author desires to present the manuscript on a confidential basis for book publishing consideration; and
- 1.2 Whereas, the author wishes to maintain the confidentiality of the manuscript and the protection of the author's intellectual property rights.
- 1.3 Therefore, in consideration of the mutual undertakings, and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**NOW THEREFORE IT IS AGREED AS RECORDED HEREIN**

2. **INTERPRETATION**

In this agreement: -

- 2.1 "The Author" means \_\_\_\_\_ (AUTHOR FULL NAMES).
- 2.2 "The Publisher" means Empore Corporations (Pty) Ltd t/a Empore Publishers
- 2.3 "The Manuscript" means the original literary work written by the Author.
- 2.4 "Confidential Information" means any and all of the contents and ideas contained in the manuscript referred to in 2.3 above.

3. **WARRANTIES BY THE AUTHOR**

- 3.1 The Author warrants that the manuscript contains his own ideas and not the ideas of others and he has not plagiarized other people's work without giving credit where credit is due.
- 3.2 Where there is mention of real people's names and in any form of characterization, permission has been granted

4. **OBLIGATIONS OF THE PUBLISHER**

- 4.1 The Publisher agrees to review the manuscript and provide their informed analysis concerning the publication of the manuscript.
- 4.2 The publisher agrees to receive the manuscript and to refrain from copying, disclosing, using, selling, or offering for sale the manuscript, other than at the request or approval of the author

4.3 If the Publisher wishes to publish the book, a written agreement will be concluded between the parties to record the terms and conditions pertaining to such publication.

5. **CONFIDENTIALITY**

5.1 The publisher agrees to keep confidential and refrain from disclosing any part of the manuscript, and to take all necessary and reasonable steps to prevent unauthorized disclosure or use thereof without the approval of the author.

5.2 This is not an agreement of sale or license or publication. No right or license is granted by the author to the publisher in connection with the manuscript. The manuscript and all reproductions thereof shall at all times remain the sole property of the author and shall promptly be returned by the publisher upon request of the author.

6. **LIABILITY FOR BREACH**

Any violation of any provision hereof, any incomplete or mistaken performance of any obligation provided hereunder, any misrepresentation made hereunder, any material nondisclosure or omission of any material fact, or any failure to perform any covenants provided hereunder by any Party shall constitute a breach of this Agreement. The breaching Party shall be liable for any such breach pursuant to the applicable laws.

7. **ENFORCEMENT, GOVERNING LAWS AND JURISDICTION**

7.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of law provisions of the Republic of South Africa.

7.2 The parties submit to the non-exclusive jurisdiction of the High Court of South Africa, South Gauteng in respect of any action or proceeding arising from this agreement.

7.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the divulging party (and/or its relevant affiliate) shall be entitled to interdictory relief in any court of competent jurisdiction and the receiving party shall reimburse the divulging party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach including all legal costs on the scale as between attorney and own client. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

8. **DOMICILIUM**

- 8.1 The parties hereto choose as their domicilium citandi et executandi for all purposes in terms of this agreement, the following addresses:

**The Author**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Email: \_\_\_\_\_

**The Publisher**

**EMPORE PUBLISHERS**

58-60 Landros Mare Street

Regus Business Centre, Polokwane, 0966

Tel: 015 101 0585

Cell: 061 581 9692 (WhatsApp)

Email: info@emporepublishers.co.za

- 8.2. Any party shall be entitled to change its domicilium citandi et executandi as aforesaid by giving to the other party 10 (ten) days' written notice of such change of address.
- 8.3. All notices and documents to be served in terms of this agreement shall be deemed to have been delivered:
- 8.3.1. On the date of delivery thereof by hand or by email;
- 8.3.2. In the case of a notice delivered by prepaid registered post, on the fifth business day after the posting thereof.

9. **GENERAL**

- 9.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 9.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 9.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party granted such indulgence.
- 9.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further

than is reasonably necessary to protect the interests of the parties.

9.5 The parties agree that, if any provision of this agreement is found by a court to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

9.6 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.

9.7 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.

9.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation

Signed at \_\_\_\_\_ on day \_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_.

AS WITNESSES

1. \_\_\_\_\_

\_\_\_\_\_  
**The Author**

2. \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_ (day) of \_\_\_\_\_ (month) and year \_\_\_\_\_.

AS WITNESSES

1. \_\_\_\_\_

\_\_\_\_\_  
**The Publisher**

2. \_\_\_\_\_