



In the Name of Allah, the Most Merciful; Infinitely Beneficent

Work-for-Hire Agreement
Integrated Encyclopedia of the Qur'an (IEQ)

This Agreement, dated ??????????????, is entered into between the

Center for Islam and Science
349-52252 Range Road 215
Sherwood Park, AB T8E 1B7
Canada

and

Society for Qur'anic Studies
G-3, 140-Q, PECHS, Block 2, Karachi
Pakistan
(hereinafter jointly referred to as “CIS-SQS”)

and

<Author Name>
<Author Address>

WHEREAS, CIS-SQS desire to publish an in-depth reference work on the Qur'an, *Integrated Encyclopedia of the Qur'an (IEQ)*, (hereinafter “the Work”);

WHEREAS, CIS-SQS has requested **<Author Name>** (hereinafter “the Author”) to write the article(s) listed in Appendix I for the Work;

WHEREAS, the Author has accepted the offer;

WHEREAS, both parties understand that the spirit of this agreement is something beyond its letter—a genuine commitment to render service to the Book of Allah, the Exalted, with the hope of a reward from Him—they solemnly pledge to strive with all their spiritual and intellectual resources for the sake of His pleasure;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties hereto agree to the following terms and conditions.

1. OWNERSHIP AND COPYRIGHT: It is understood and agreed that, in exchange for the compensation set forth in Appendix 1, CIS-SQS is the exclusive owner of the Work and will control any and all rights to use the Work (in whole or in part) in any form or manner, for any purpose whatsoever, except as may be limited by the provisions of any publishing agreements for the Work. The Author hereby irrevocably assigns all right, title, and interest in and to the worldwide copyright of the Work exclusively to CIS-SQS for the full legal term of such rights and all renewals and extensions thereof. The Author shall execute properly and completely and deliver to the CIS, upon request, all such papers as may be necessary to protect, assign, renew, or otherwise effectuate the rights granted to the CIS-SQS herein.

2. AUTHOR'S WARRANTIES AND INDEMNIFICATIONS:

2.1. Representations and Warranties. The Author hereby warrants, covenants, and represents to CIS-SQS that the material submitted by him/her to the Editor(s) of the Work has not been previously published and does not (in whole or in part) infringe any copyright, common law right, contractual right, proprietary right, or any other right of any third party; that the said original material will not violate any right of privacy or publicity of any third party; that he/she has the full power to enter into this Agreement and to grant to CIS-SQS the rights hereunder, free and clear of any claim by any third party; and that he knows of no adverse claim by any third party.

2.2. Indemnification. The parties hereby mutually indemnify one another against, and agree to hold one another free and harmless from, any and all loss, damage, or expense, including attorney's fees, arising out of a breach or an alleged breach of any warranty, representations or covenant contained in this Agreement.

3. GENERAL RESPONSIBILITIES: The Author is responsible to prepare the Article(s) according to the Author's Instructions sent to him/her along with this contract. The Author agrees to work with the assigned Editor(s) to produce a final draft manuscript of the Article(s) for the Work, acceptable to the Editors and in a form suitable for the Work. The manuscript for the Work shall be based on sound scholarship and address the specific aspects of the subject;

3.1. CREATIVE COOPERATION: The Author agrees to be available to the Editor(s) at mutually convenient times and/or places for the purpose of consultation in the production of a complete manuscript for the Work.

4. AUTHOR'S GRANT: The Author grants and assigns to the CIS-SQS, its trustees and their successors, the sole and exclusive right to publish and distribute or to license the publication and distribution of his/her Article(s) in all forms and media, throughout the world, in any and all languages, and all subsidiary and derivative uses, during the full term of copyright and all renewals and extensions thereof.

5. COMPETING WORKS: Without the prior consent of CIS-SQS, the Author shall not write or seek to publish any new works after the signing of this Agreement that would materially interfere with the sale of the published Work.

6. DELIVERY AND COMPLETION:

5.1. Manuscript. Unless the parties mutually agree otherwise, the Author shall work with the Editors of the Work to deliver a complete final draft of the acceptable Article(s) for the Work by due date mentioned in Appendix I.

5. 2. PUBLICATION OF THE WORK: The Author shall receive formal credit as the Author on any published edition of the Work, and CIS-SQS has the Author's permission to use his/her name and biographical information in connection with the publication of the Work. CIS-SQS shall supply the Author with a final electronic/print copy of his Article prior to its publication.

7. COMPENSATION:

7.1. Total Fee and Payments. In consideration for the Author's services, CIS-SQS shall compensate the Author with a work-for-hire fee as per the schedule mentioned in Appendix I.

7.1(a): Payment Schedule: The payment will be made upon formal acceptance of the article which will involve (i) a blind review, (ii) revision of the text, if needed, as per

suggestions of the editors and reviewers, by the author, (iii) receipt of the final manuscript for publication in the format specified in the Author's Guidelines available on the *IEQ* website, along with receipt of all necessary legal permissions and other formal documents;

7.1(b): The fee shall not exceed the amount specified in Appendix 1, even if an increase in number of words is granted under special circumstances;

7.1 (c): If the article is written by more than one person, division and sharing of payment will be the responsibility of the main Author;

7.1 (d): If the article is translated into English from another language, the total fee will still remain the same and the Author(s) can decide how to share it between the Author(s) and the translator(s);

7.1 (e): Any charges related to the transfer of money (bank fees, etc.) will be the responsibility of the Author;

7.1 (f): The Author shall be entitled to purchase from CIS-SQS at a discount of 40% on the retail price further copies of *IEQ* for his use but not for resale;

7.2. Non-reimbursed Expenses. The Author shall be responsible for all incidental out-of-pocket expenses incurred in the routine course of services for the Work, including but not necessarily limited to costs of office space and computer use.

8. WITHDRAWAL: If either party voluntarily withdraws from this Agreement before completion of the Work, the rights of the withdrawing party as to all matters hereunder (including the right to credit) shall, in the absence of Agreement between CIS-SQS and the Author, be determined by binding arbitration as set forth in Section 8 of this Agreement, based upon the amount, substantiality, and value of the withdrawing party's contribution to the Work in relation to the contributions and continuing responsibilities to the Work of the remaining parties.

8.1 Author's Withdrawal. If the Author withdraws for any reason before the work has been delivered and accepted, any fees paid will be due back to CIS-SQS by the Author within 30 days.

8.2 CIS-SQS's Withdrawal. If CIS-SQS withdraws for any reason, the Author shall have the sole and unrestricted right to the his/her material, except for that for which CIS-SQS has already paid.

9. ARBITRATION: Any controversy or claim arising out of this Agreement or the breach thereof shall be settled by binding arbitration in accordance with the best Islamic practices. If an agreement cannot be reached among parties, arbitration process may include neutral arbitrators and or representatives of the parties.

10. ASSIGNMENT OR TRANSFER OF THIS AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Should CIS-SQS assign any publishing agreement to another entity, said entity shall then be obligated to perform the covenants and promises due the Author under terms of this Agreement. The Author shall not assign, transfer or delegate the performance of any of his duties or obligations under this Agreement without CIS-SQS's consent.

11. NON-WAIVER: The waiver of any breach or default of or under any provision of this Agreement shall not be deemed a waiver of any subsequent breach or default of any kind.

12. NOTICES: Unless and until notified to the contrary in writing, all notices, invoices, payments, or other official communications to or between the parties shall be sent to the Author at his postal address which is currently:

<Author>

<Author Address>

CIS-SQS at:
349-52252 Range Road 215,
Sherwood Park, AB T8E 1B7
Canada

All notices or other official communications (other than statements and payments) must be in writing and may be served personally or sent by prepaid, certified, or registered mail (return receipt requested), email, or any other recognized means. Such notice shall be deemed to have been given on the date of personal delivery or three (3) days after mailing.

13. CONFIDENTIALITY: Both parties agree that the terms and contents of this Agreement are confidential and that neither party will disclose the terms and contents of this Agreement to any other person(s) not directly involved with the writing or publishing of the Work, unless written permission to disclose the terms hereof is given by the party not seeking to disclose.

14. GOVERNING LAW/VENUE: This Agreement shall be solely governed by *Shariah*; the venue for any dispute arising out of this Agreement shall be Sherwood Park, AB, Canada, unless otherwise mutually agreed.

15. HEADLINES: The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth herein.

16. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be changed or modified except by a written agreement signed by both parties.

Author

Witness

Kazi Zulkader Siddiqui (Chairman, SQS)

Witness

Muzaffar Iqbal (General Editor)

Witness

**Appendix I:
Selected Entries, Author Remuneration Schedule, Deadline:**

Remuneration Schedule:

In consideration for the Author's services, CIS-SQS shall pay to the Author a work-for-hire fee as per the following schedule of article categories:

Sp= Special (6000-10,000): CND \$ 750.00
Mj= Major (4000-6000): CND \$ 500.00
Md= Medium (25000-3500): CND \$ 350.00
Mi= Minor (1500-2000): CND \$250.00
Sh = Short (1500-1000): CND \$100.00

Selected Entries:

1.	Title of the Entry	Amount	Md
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Deadline: <Insert due date>

Author _____ Witness _____

Kazi Zulkader Siddiqui (Chairman, SQS) _____ Witness _____

Muzaffar Iqbal (General Editor) _____ Witness _____