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 Kaitlyn Fisher, Editorial Assistant
 Cindy Renee Carelli, Executive Editor

AUTHOR CONTRACT CORE TERMS

This Author Contract sets out the terms on which you, the Author(s), and we, the Publisher, agree that the Work will be prepared and published.

Date:	11 March 2025
Author Name(s) and Address(es):	<p>Arturo Realyvázquez Vargas, Jorge Luis García Alcaraz, Suchismita Satapathy, José Roberto Díaz-Reza,</p> <p>Arturo Realyvázquez Vargas, Professor, Department of Industrial Engineering, Tecnológico Nacional de Mexico/Instituto Tecnológico de Tijuana, Mexico arturo.realyvazquez@tectijuana.edu.mx</p> <p>Jorge Luis García Alcaraz, Professor, Industrial Engineering and Manufacturing Department at the Universidad Autónoma de Ciudad Juárez, Mexico jorge.garcia@uacj.mx</p> <p>Suchismita Satapathy, Professor, School of Mechanical Engineering KIIT Deemed to be University, Bhubaneswar, Odisha, India ssatapathyfme@kiit.ac.in</p> <p>José Roberto Díaz-Reza, Professor, Industrial Engineering and Manufacturing Department at the Autonomous University of Ciudad Juarez, Mexico al164440@alumnos.uacj.mx</p> <p>(whether one or more, the ‘Author’)</p>
Work:	<ol style="list-style-type: none"> 1. A manuscript provisionally entitled <i>Manufacturing Process Validation: Concepts, Tools, and Industrial Applications</i> with the Manuscript Length set out below (‘Manuscript’). 2. An abstract in respect of each chapter in the Work, being a summary of 100-200 words which outlines the content of that chapter (each, a ‘Chapter Abstract’).

	<p>3. All photographs, drawings, diagrams, tabular material and any other material as are necessary to illustrate and complete Work (the ‘Illustrations’); and</p> <p>4. Supplementary digital resources materials as agreed with the Publisher and as applicable (‘Digital Resources’).</p> <p>5. An index will not be included with this title.</p> <p>References in the Agreement to the Work shall, as the context requires, include some or all of its constituent parts as applicable and the Work as it develops during the processes set out in the Standard Terms.</p>	
Manuscript Length:	<p>Twenty thousand to fifty thousand (20,000-50,000) words</p> <p>The complete typescript of the Manuscript must be of this length.</p>	
Illustrations Requirements:	Up to a maximum of forty (40) Illustrations in BW	
Due Date:	30 March 2025	
Term:	Full term of the copyright in the Work in each country in the Territory, including renewals, revivals and extensions (or, if shorter, the maximum term permitted by law)	
Territory:	Worldwide	
Publisher:	Taylor & Francis Group, LLC, a state of Delaware limited liability company, having a business address of 605 Third Ave., 21st Floor, New York, NY 10158.	
Free Copies	In addition to access to 1 copy of any eBook or online version of the Work, 1 free print copy of the Work in the first format in which it is published. If the Work is published in hardback and paperback simultaneously, you will receive 1 hardback and 0 paperback copies.	
Royalty Rates	Format	Royalty Rate (on Net Receipts)
	Publisher Editions	
	Print hardback	4.00%
	Print paperback	4.00%
	Digital	4.00%
	Other	4.00%
	Licensing Revenue	
	Anthology and quotation rights	25.00%
	Book club rights	50.00%
	Reprint rights	50.00%
	Translation rights	50.00%
	Coursepack rights	10.00%
	Electronic and mechanical reproduction rights	25.00%
	Audio and video rights	25.00%
	Non-commercial rights for the print disabled	Zero%
	Serial rights, film and TV rights, drama, documentary and performance rights, merchandising and commercial rights	10.00%

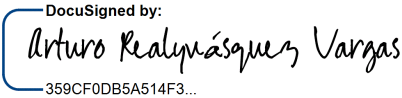
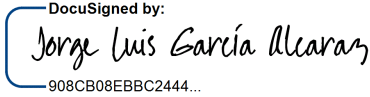
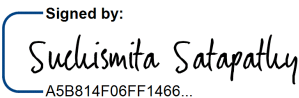


Taylor & Francis
Taylor & Francis Group

Authors' Royalty Rate Apportionment:	Author	Royalties will be split equally between Authors or 100% to the Author if one author, unless a different apportionment is listed below
	Arturo Realyvásquez Vargas Jorge Luis García Alcaraz Suchismita Satapathy José Roberto Díaz-Reza	25% 25% 25% 25%
Royalty Accounting Timescale	60 days after each Cycle End Date	
Schedules (if any):	The Author shall be entitled to purchase additional copies of the Work for the Author's personal use at a discount of thirty percent (30%) off the suggested retail price of the Work, plus the cost of shipping and handling, while the Work remains in print. No royalties shall be paid on copies of the Work purchased by the Author.	

This Author Contract consists of these Core Terms, the Standard Terms which follow and any Schedules (if applicable) (together, the '**Agreement**'), and has been entered into on the date stated at the beginning of it.

Agreed and accepted by:

Author Signed by Arturo Realyvásquez Vargas,  <small>359CF0DB5A514F3...</small>
Author Signed by Jorge Luis García Alcaraz,  <small>908CB08EBBC2444...</small>
Author Signed by Suchismita Satapathy,  <small>A5B814F06FF1466...</small>
Author Signed by José Roberto Díaz-Reza,



DocuSigned by:

José Roberto Díaz-Reza
3C4B4F249497493...

Signed by Allison Shatkin for and on behalf of **TAYLOR & FRANCIS GROUP, LLC**

DocuSigned by:

Allison Shatkin
FC5325DDAC6C44A...

Senior Publisher



AUTHOR CONTRACT **STANDARD TERMS**

These Standard Terms, together with the Core Terms and any Schedules (if applicable), set out the terms on which you, the Author(s), and we, the Publisher, agree that the Work will be prepared and published.

Unless otherwise defined and unless the context requires otherwise, the capitalized terms used in these Standard Terms are defined as set out in the Core Terms.

References to the Author include the Author's executors, personal representatives, heirs, administrators, successors and assignees, as may be appropriate and, if more than one person is listed as Author in the Core Terms, those persons shall be jointly and severally liable for their obligations under this Agreement (together, '**you**').

References to the Publisher, or '**us**', or '**we**', include the Publisher's administrators, assigns and successors in business as may be appropriate.

References to '**Applicable Law**' mean any law, statute, subordinate legislation, regulation, code, ordinance, rule, judgment, order, or decree, directive, binding decision or injunction of or by any competent authority.

1 Your preparation and delivery of the Work

- 1.1. You agree to write, compile or edit the Work (including, for the avoidance of doubt, all of the constituent parts listed in the Core Terms) and deliver it to the Publisher by the Due Date in a suitable electronic format specified by the Publisher. You also agree to deliver, by the Due Date, a complete list of any third party materials included in the Work and, unless otherwise agreed in writing with the Publisher, copies of any relevant correspondence and permissions as set out in Clause 1.3(f) below.
- 1.2. The Work will conform to the scope or content of any specifications agreed with the Publisher, and to the academic and/or professional standards that might reasonably be expected taking into account the Work's target audience.
- 1.3. You will:
 - (a) comply with the Publisher's Guide for Authors and any other applicable guidance or policies as provided to you by the Publisher from time to time;
 - (b) ensure that the Work meets the requirements in the Core Terms and otherwise complies with this Agreement;
 - (c) engage in good faith with the Publisher and if applicable your co-author(s), and respond in a reasonable period to Publisher enquiries regarding the production and delivery of your Manuscript, throughout and after the publication process;
 - (d) alert the Publisher, prior to delivering the Work, if the Work contains any textual content or imagery that may be considered offensive, distressing or otherwise upsetting, in order that the Publisher can put appropriate internal processes in place for handling the Work or any parts of it if deemed necessary;
 - (e) provide and keep updated your details in the Core Terms and any other information reasonably requested by or previously provided to the Publisher including your banking

details and tax forms (if applicable), and, in respect of all such details and information, notify the Publisher as soon as any changes arise. You acknowledge that failure to do so may mean the Publisher is not able to comply with its obligations under Clauses 9 and 10 until such time as you have provided the requisite updates to the Publisher;

- (f) be solely responsible for obtaining and paying for all permissions needed from others for the use in the Work of any material in which the copyright or any other intellectual property rights are owned by a third party. When seeking such permissions you will obtain sufficient rights so that the Publisher can freely exercise its rights under this Agreement worldwide in any and all media including but not limited to print and electronic formats;
- (g) retain a duplicate copy of the Manuscript, the Work, the Illustrations, and the Chapter Abstracts all correspondence and documents related to permissions pursuant to sub-clause 1.3(f) and all other material supplied to the Publisher; and
- ~~(h) by no later than the time that page proofs are settled for publication as described in Clause 3, compile an index for the Work, of a length and nature acceptable to the Publisher. Should you be unable or unwilling to compile an index, the Publisher may arrange for its compilation and shall be entitled to deduct the reasonable cost of doing so from any amounts due or payable to you, and any terms to the contrary in any other agreements between you and the Publisher are amended to allow such deduction.~~

2 The Publisher's review of the Work

- 2.1. Following the Due Date, the Publisher will review the Work in good faith with a view to its proceeding to publication and will, as appropriate, communicate to you what the next steps are.
- 2.2. If the Publisher determines, in its sole discretion, that the Work does not comply with the requirements set out in this Agreement (including, without limitation, the requirements in Clauses 1, 14 and/or the Core Terms), then the Publisher may, in its sole discretion, either immediately terminate this Agreement or otherwise ask you to revise the Work within a reasonable time period to be notified to you. If, within that period, you do not so revise the Work to the satisfaction of the Publisher, then the Publisher may, in its sole discretion, immediately terminate this Agreement.
- 2.3. If you are asked by the Publisher to revise the Work, then you will cooperate with the Publisher and use your best efforts to make such revisions in a form satisfactory to, and within the time period requested by, the Publisher.
- 2.4. You acknowledge that, if the delivered Manuscript exceeds the Manuscript Length by more than 10% and you have failed, following the Publisher's request pursuant to Clause 2.2, to reduce the Manuscript to within 10% of the Manuscript Length, the Publisher may in its sole discretion decide, nevertheless, to publish the Work. If the Publisher so decides having made such a request, it may reduce the Royalty Rates on Publisher Editions of the Work but such reduction shall not exceed 50% of the Royalty Rates.
- 2.5. Without limitation to Clause 2.2, at any time, the Publisher may:
 - (a) edit the Work in accordance with the Publisher's style of capitalisation, punctuation, spelling, and usage;
 - (b) require you to make (or make itself) any changes to the Work it considers in its sole discretion are necessary to make the Work legally acceptable for publication, including



removing or editing content which potentially infringes third parties' rights, is defamatory or is otherwise non-compliant with this Agreement. You will cooperate with the Publisher (and/or its legal counsel) in its legal review of the Work and in the making of such changes. Any changes made by the Publisher in making it legally acceptable for publication shall not negate any of your warranties, representations or indemnities in Clause 14; and

- (c) require you to make (or itself makes) any changes to the Work it considers desirable, acting reasonably, to ensure the Work complies with this Agreement.
- 2.6. The Illustrations submitted to the Publisher must include original electronic art files suitable for placement or reproduction, in the format specified by the Publisher. As deemed necessary, the Publisher agrees to touch up, redraw or otherwise convert line drawings into an acceptable electronic format for reproduction, the reasonable cost of which may be deducted from any payment due or payable to you, and any terms to the contrary in any other agreements between you and the Publisher are amended to allow such deduction.
- 2.7. Should you be unable or unwilling for any reason to deliver the Chapter Abstracts to the Publisher by the Due Date, the Publisher shall be entitled, in its sole discretion, to arrange for the Chapter Abstracts to be prepared by another party, and shall be entitled to deduct the reasonable cost of doing so from any amounts due or payable to you, and any terms to the contrary in any other agreements between you and the Publisher are amended to allow such deduction.

3 Proofs and alterations prior to publication of the Work

As appropriate, having followed the process set out in Clause 2, the Publisher will deliver proofs of the to-be-published form of the Work to you. You will read, correct and return the proofs of the Work within the reasonable period notified to you by the Publisher. If you do not, the proofs will be deemed approved by you for publication. Any alterations you make to the proofs, or to the finished artwork, (other than the correction of the Publisher's or printers' errors) may be charged to you at cost per line changed. Such charges will be deducted from any payment due or payable to you, and any terms to the contrary in any other agreements between you and the Publisher are amended to allow such deduction.

4 The Publisher's activities

- 4.1. If the Work proceeds through the processes set out in Clauses 2 and 3, then, subject to your compliance with this Agreement, the Publisher will publish the Work at its own expense (except as otherwise provided in this Agreement) as soon as reasonably practicable.
- 4.2. The Publisher will act as it sees fit concerning the production, design, publication, ceasing publication either temporarily or permanently (including without limitation if you breach your warranties and representations, and/or any other obligations, under this Agreement, or if the Publisher determines continued publication may lead to legal liability), printing, publication territories, marketing, sales, distribution, permissions, pricing and terms of sale of the Work, or any other exercise of the Publisher's rights under this Agreement, including without limitation the number of copies printed, form, format and cover designs. You expressly acknowledge and agree that the Publisher shall have no liability to you or any other person under this Agreement or otherwise in connection with any such decisions.
- 4.3. The Publisher will not be responsible for any accidental loss or damage to the Work as delivered by you (or any parts of it) while it is in its custody, or in the course of production.



- 4.4. The Chapter Abstracts will become part of the Work's online metadata but will not otherwise appear in the Work and will not be listed in the table of contents.

5 Free and discount copies

- 5.1. The Publisher will send you the Free Copies following first publication of the Work.
- 5.2. If you wish to do so, you may purchase directly from the Publisher at the Publisher's current author discount rate (which will be applied to the list price of the book at time of purchase), additional copies for your personal use, and for re-sale at events and workshops organized by you, or where the Publisher will not be displaying or selling the Work as long as the Work remains available for purchase. No royalties shall be paid on copies of the Work purchased by you under this Clause 5.2. You will also have the right to purchase other publications of the Publisher's at the Publisher's current author discount rate for your personal use only. You will pay the Publisher in advance for any such orders, including postage costs where charged by the Publisher.
- 5.3. The Publisher will also provide you with access to one copy of any eBook or online version of the Work that it produces.

6 Conflicting publications

You shall, during the Term, refrain from editing and/or preparing for another publisher (or for self-publishing) any work which (i) reproduces or adapts any material part of the Work or Manuscript or (ii) directly competes with the sale of the Work, unless in either case the Publisher has granted you permission in writing. You may, however, draw on and refer to material contained in the Work in preparing articles for publication in scholarly or professional journals, for teaching purposes, and for delivery at professional meetings and symposia, provided appropriate credit is given to the Publisher and the Work.

7 Copyright

- 7.1. The copyright in the Work will, as between the Publisher and you, remain your property (subject to the rights you grant to the Publisher in this Agreement). The copyright notice to be printed in the Work as published by the Publisher will be in your name, as listed in the Core Terms, with the year of first publication.
- 7.2. You grant to the Publisher during the Term and in the Territory the exclusive and sublicensable right and license to:
- (a) produce, reproduce, print, publish, exploit, distribute, display, transmit, communicate to the public (including by making available), edit, adapt, disseminate, promote and sell the Work, in whole or in part, and as a standalone work or in combination with other works;
 - (b) develop (and exercise the rights granted in Clause 7.2(a) in relation to) derivative editions (like localisations) and abridgements, adaptations, translations and any other derivative works of the Work or part of it; and
 - (c) carry out all forms of exploitation listed for each Work format in the Royalty Rates section in the Core Terms (as further clarified in Clause 9),

in all cases in all forms and media whether now known or later invented and in all languages.



- 7.3. The Publisher may, if it considers it appropriate to do so, register the copyright in the Work in your name in accordance with any jurisdiction's copyright laws which permit registration, as amended from time to time.
- 7.4. Notwithstanding Clause 19, no accidental or inadvertent failure by the Publisher or by any third party authorized by the Publisher to include any notice referenced in this Clause 7 shall constitute a breach of this Agreement or of your rights and/or otherwise give rise to or result in any liability for the Publisher.

8 Copyright infringement

- 8.1. If the Publisher considers that the copyright in the Work has been, or is likely to be, infringed it may, in its sole discretion, issue proceedings in any relevant jurisdiction in its sole name as exclusive licensee and shall share any sum received attributable to the Work as follows: after reimbursement of the Publisher's own expenses, the net proceeds will be divided 50% to you and 50% to the Publisher. Where required by Applicable Law, the Publisher shall be entitled to use your name as a named claimant in proceedings, having given you reasonable prior notification of doing so and shall indemnify you against any damages and costs which may arise out of doing so. You shall make no response to, or settlement or admission in relation to, any such claim, without the consent of the Publisher.
- 8.2. You agree to execute any documents and do any acts reasonably appropriate (including without limitation joining such proceedings) to give effect to the rights of the Publisher granted by this Clause. If you are so joined, you may participate in such proceedings, with representation of your own choosing, at your own expense.
- 8.3. This Clause does not prevent you from taking copyright infringement action without reference to the Publisher provided you give prior notice to the Publisher and allow the Publisher a reasonable time to respond before you take such action.

9 Your royalties

- 9.1. The Publisher will pay you royalties in respect of:
 - (a) any sales or rental of all or part of the Publisher's own editions of the Work through the Publisher's authorized sales channels ('**Publisher Editions**'); and
 - (b) any sales of rights in all or part of the Work authorising a third party to create a separate publication of all or part of the Work ('**Licensing Revenue**').
- 9.2. Royalties earned under this Agreement will be paid at the Royalty Rates (and, if applicable, in accordance with the Royalty Rate Apportionment) set out in the Core Terms. Royalty Rates will be calculated as percentages of '**Net Receipts**', being the actual amounts received by the Publisher (or, if applicable, by another company in the Taylor & Francis group) in relation to your Work throughout the world in respect of each format of exploitation, except that no royalty will be paid on copies remaindered at or below cost, returned, destroyed in transit, provided for review, advertising, promotion, bonus, sample or like purposes, given free to you, or purchased by you under Clause 5.2.
- 9.3. In respect of the categories of Publisher Editions listed in the Core Terms:

- (a) 'Digital' means the sale or rental of all or part of the Work in digital form, being a copy of all or part of the Work which can be or is read, viewed, listened to, downloaded, or streamed by the reader in or by a digital format, whether or not available over the internet, including but not limited to sales or rental of any eBook version of the Work and sales or rental of audio or video versions of the Work.
- (b) 'Other' means other types of sale or rental of all or part of the Work, including but not limited to book club sales, special discount sales, customized text sales, and remainder sales.

9.4. In respect of the categories of Licensing Revenue listed in the Core Terms:

- (a) 'Anthology and quotation rights' means the right to license others to publish extracts from the Work in book or eBook form, including all original maps, plans or illustrations supplied by you;
- (b) 'Book club rights' means the right to license others to produce their own book club edition of the Work;
- (c) 'Reprint rights' means the right to license others to reprint all or part of the Work;
- (d) 'Translation rights' means the right to license others to translate and publish all or part of the Work in any form or media in languages other than English;
- (e) 'Coursepack rights' means the right to license others to reproduce extracts from the Work in a print or digital collection of material designed to support a module or course of study;
- (f) 'Electronic and mechanical reproduction rights' means the right to license others to reproduce the Work, or parts of it, by electronic, mechanical or any other form of copying, recording, storage or transmission including without limitation, copying, recording or storing by photographic, digital, magnetic, laser, CDs, software media or any other human or machine-readable medium and the broadcast, storage or transmission of these;
- (g) 'Audio and video rights' means the right to license others to reproduce the Work, or parts of it, in audio and/or video formats; and
- (h) 'Non-commercial rights for the print disabled' means the right to license others free of charge to reproduce or record the Work in braille or as a talking book, or as a Word, ePub or PDF file, for the exclusive use of people with a print disability impacting visual, perceptual or physical capabilities. This permission will only be granted for the material to be used on a non-commercial basis;
- (i) 'Serial rights, film and TV rights, drama, documentary and performance rights, merchandising and commercial rights' means the right to license others to publish, adapt and/or otherwise reproduce all or part of the Work (i) as a serial in a newspaper, magazine or other publication, (ii) as a film or TV adaptation, (iii) as a drama, documentary or performance, and (iv) in merchandising or other commercial applications of the Work.

9.5. In respect of any categories of Licensing Revenue arising from rights not specified in the Core Terms, payments to the Author shall be mutually agreed in writing.

10 Royalty accounting



- 10.1. Publisher will prepare twice annually clear statements of the sales of the Work to the 30th day of June, and 31st day of December, and payment will be made to your most recently provided bank account details, within the Royalty Accounting Timescale set out in the Core Terms. If your earnings from the combined rights itemized in the Core Terms in any accounting period are less than \$50 (or any reasonably increased sum notified by the Publisher from time to time), no payment will be made and the amount will be carried over to the next accounting period. When a payment is made, a statement will be made available electronically by notification to your most recently provided email address.
- 10.2. No more than once in each calendar year, you may request an audit of the Publisher's records kept in respect of your royalty payments. Upon receiving valid Notice of such request in writing, the Publisher will conduct such audit and provide a report of sales of the Work at no cost to you within a reasonable period. If the audit report reveals any shortfall, the Publisher will pay you the shortfall amount no later than the date payment is owed on the next annual royalty statement issued pursuant to Clause 10.1.
- 10.3. If you receive an overpayment from the Publisher or have an outstanding monetary obligation to the Publisher, the Publisher may deduct the amount of such overpayment or outstanding monetary obligation from any sums due or payable to you.
- 10.4. Notwithstanding any other provision of this Agreement, if payment of all or any portion of any amount due to you is legally prohibited by Applicable Law (to include, but not limited to, US, UK and EU law), that amount shall be held in escrow by the Publisher unless and until payment is no longer prohibited by Applicable Law or the appropriate regulatory approval authorizes the release of such funds.

11 Royalty disputes

A dispute over the amount and/or payment of royalties due and payable to you further to this Agreement shall not prevent the Publisher from continuing to exercise the rights granted under this Agreement (specifically including without limitation the right to publish and sell the Work) while such dispute is pending.

12 Tax

The Publisher will deduct, from any amounts due to you under the terms of this Agreement, any payments that the Publisher has a legal obligation to deduct in respect of tax, duty, or similar levy.

13 Copyright licensing agencies

- 13.1. The Publisher may empower the Copyright Licensing Agency (CLA), the Copyright Clearance Center (CCC) or other collective rights management organizations to grant non-exclusive licenses to reproduce by photocopying, other reprographic means, and digitally in electronic form, works published by the Publisher, including the Work.
- 13.2. In respect of the CLA, the CLA will divide the proceeds from reprographic reproduction of the Work authorized by CLA equally between you and the Publisher. You will receive your share of the proceeds through the Authors' Licensing and Collecting Society (ALCS) in accordance with ALCS standard terms and conditions. In respect of the CCC, the Publisher will divide any monies received from CCC equally between you and the Publisher.

14 Your warranties, representations and indemnities



14.1. You warrant and represent to the Publisher that:

- (a) you are the sole legal and beneficial owner without encumbrances of the copyright in the Territory in the Work or, to the extent that you are not, you have obtained all necessary permissions for the Publisher in accordance with this Agreement;
- (b) you have full power and authority to make this Agreement (including the rights granted to the Publisher) and are not in breach of any law or other agreement in entering into it;
- (c) the Work is original, you are its sole author (except for material in the public domain, and material included with written permission of the copyright owners in compliance with this Agreement), it has not previously been published in any form and it does not violate or infringe any existing copyright, moral rights, other intellectual property rights or license, or any other right of any person or party;
- (d) the Work contains nothing defamatory, maliciously false, injurious, obscene, in contempt of court, which constitutes a misuse of private information or breach of confidence, or otherwise unlawful or that could reasonably be expected to result in liability for you or the Publisher;
- (e) all statements in the Work purporting to be facts are, to the best of your knowledge and belief, true, complete and not misleading;
- (f) all and any programmes in the Work have been prepared with due care and attention and have been adequately tested; and
- (g) any material, statement, recipe, formula or instruction in the Work will not, if followed correctly, cause, or create foreseeable risk of causing, physical injury or damage to any person or property.

14.2. You will indemnify and hold harmless the Publisher against any loss, damages, injury, costs and expenses (including any legal and professional costs or expenses, and any financial remedies paid by the Publisher) arising from a third party claim relating to any alleged facts or circumstances which, if true, would constitute a breach of your warranties or representations. You shall promptly inform the Publisher of any claim, demand, or suit made against you in connection with the Work. You shall make no response to or settlement or admission in relation to any such claim without the consent of the Publisher. The Publisher shall retain the right to defend any such claim or shall, if the Publisher deems appropriate, make a settlement on any such claim, at the Publisher's own discretion, and you shall co-operate fully in defense of any such claim. This indemnity does not apply to (i) any indirect losses suffered by the Publisher; or (ii) any liability for claims caused solely by the acts or omissions of the Publisher.

14.3. All warranties, representations and indemnities in this Clause 14 will survive its termination.

15 Revised or new editions

15.1. If the Publisher considers that a revision or new edition of the Work is desirable, it will notify you in writing. The decision of whether to publish a revision or new edition shall be at the Publisher's sole discretion.

15.2. At the Publisher's request and subject to such other terms and conditions as it may reasonably specify, you shall prepare and deliver a manuscript for a requested revised or new edition of the



Work. Subject to such other specified terms and conditions, each revised or new edition shall be covered by this Agreement to the same extent as if it were the Work referred to in this Agreement.

15.3. If, in the reasonable opinion of the Publisher, you are unable or unwilling to revise or update the Work, including in the timescale requested by the Publisher:

- (a) the Publisher may, after informing you of its intention in writing, arrange for a third party to do so (the choice of such third party being in the Publisher's sole discretion) and may deduct (i) any cost reasonably incurred by Publisher of doing so and (ii) any royalty rates due to the third party for the revised or new edition of the Work, from any sums payable to you;
- (b) all sums payable to you or, as applicable, to your '**Heirs**' (meaning the person or persons entitled to deal with your estate on your death under a will or similar testamentary document or by operation of law) under this Agreement for the next and subsequent reprints, reissues or revised editions shall be as follows, notwithstanding anything to the contrary in this Agreement:
 - one-half (½) of the sums which would have accrued to you for the next reprint, reissue or revised edition shall be paid to you or, as applicable, your Heirs;
 - on the next reprint, reissue or revised edition after that, one-quarter (¼) of the sums which would have accrued to you shall be paid to you or, as applicable, your Heirs; and
 - thereafter, you or, as applicable, your Heirs shall have no royalty interest or other entitlement to payments unless otherwise agreed in writing with the Publisher;
- (c) you acknowledge that the Publisher will decide in its sole discretion how (if at all) you may be credited on the next reprints, reissues or revised editions; and
- (d) each revised or new edition shall be covered by this Agreement to the same extent as if it were the Work referred to in this Agreement, save for the variations set out in this Clause 15.3 and such other terms and conditions as the Publisher may reasonably specify.

16 Work unavailable to purchase

- 16.1. If the Work becomes unavailable to purchase in all distribution channels (including, without limitation, from online marketplaces, electronically or print on demand), you may request in writing for the Work to be made available for purchase. If, within six months of your written request, the Publisher does not make the Work (or any part of it) available to purchase in at least one English language edition, in any format, including without limitation copies to be printed on demand or electronically made available, in any distribution channel, then this Agreement will automatically (without further action or notice) terminate, and all rights granted to the Publisher under this Agreement will revert to you, subject to Clause 19.3.
- 16.2. You expressly acknowledge and agree that the Publisher shall have no liability to you or any other person under this Agreement or otherwise in connection with any decision the Publisher makes regarding not publishing the Work (further to Clauses 2 or 4 above), and/or withdrawing or making the Work or any part of it unavailable to purchase (further to Clause 16.1 above).

17 Open access option



The Publisher currently offers authors the option of publishing the electronic version of their works on an open access basis and may, if applicable, contact funder(s) to discuss open access opportunities for the Work, and will advise you of any potential funding. If you wish to pursue publishing the Work on an open access basis at any point during the Term, then you shall notify the Publisher in writing accordingly and, subject to the Publisher confirming its agreement and to you paying the appropriate open access fee as set by the Publisher, the Publisher shall publish the electronic version of the Work on an open access basis. Such publication shall be subject to a separate written agreement between you and the Publisher.

18 Option on future work

You grant to the Publisher the exclusive right of first refusal of (including the first opportunity to read and consider for publication) your next work suitable for publication in volume and/or electronic form, and you will not offer such work for publication to any other publisher until you have considered and declined an offer made by the Publisher. If the terms for publication of the new work have not been agreed with the Publisher within three months of receipt of your proposal for your next work by the Publisher, you will be free to enter into an agreement with any other publisher.

19 Termination

19.1. In addition to termination under Clause 16.1, you may immediately terminate this Agreement on Notice (as defined in Clause 23 below) to the Publisher if:

- (a) you provide Notice to the Publisher of their failure to fulfil or comply to a material extent with this Agreement and the Publisher fails to cure such failure within sixty (60) days of receipt of such Notice; or
- (b) the Publisher goes into liquidation (other than voluntary liquidation for the purpose of reconstruction only), or have a Receiver appointed of the Publisher's business.

19.2. The Publisher may immediately terminate this Agreement on Notice to you if:

- (a) you have breached your obligations, warranties or representations or another term of this Agreement and it is not possible to remedy that breach, or it is possible to remedy that breach but you have failed to do so within thirty (30) days (or such other period as may be agreed in writing with the Publisher) of being asked to do so; or
- (b) the Publisher has a reasonable basis to believe that you have, at any time whether prior to or after this Agreement was entered into, committed any act which brings or could be expected to bring the Work, Publisher or any other works or authors published by the Publisher into disrepute and/or is otherwise prejudicial to the Publisher's interests.

19.3. If the Agreement is terminated, all rights granted to the Publisher under Clause 7.2 will revert to you, provided all sums you owe to the Publisher have been paid in full and with the exception of:

- (a) Licensing Revenue rights properly entered into by the Publisher;
- (b) any other licenses properly entered into prior to termination;



- (c) the right to continue to exercise the rights and licenses granted by you in the Work such that any new or revised editions can continue to be published in accordance with the terms attaching to them; and
- (d) the right of the Publisher to continue to sell any copies it has in stock at the date this Agreement is terminated and honour any existing subscription, access or licensing arrangements already entered into.

19.4. The following Clauses shall survive termination of the Agreement: 10.2 (for one calendar year after termination), 14, 19, 20, 21, 23 and 25.

20 Entire agreement

This Agreement constitutes the entire and sole agreement between the parties with respect to its subject matter and supersedes any and all previous and contemporaneous agreements and understandings, whether written or oral, with respect to the subject matter hereof. No addition to or modification of any provision of this Agreement or consent granted further to it, shall be binding upon the parties unless it is in writing and signed on your behalf and the Publisher's.

21 Arbitration

If any difference or dispute arises between you and the Publisher concerning the meaning of this Agreement or the rights and liabilities of the parties under this Agreement, it will be referred to the arbitration of two persons (one to be named by each party) in accordance with the rules of the American Arbitration Association. The seat of the arbitration shall be New York, NY, USA unless otherwise agreed by the parties.

22 Assignment

The obligations in this Agreement are personal to you as the Author of the Work, and as such you may not assign, sublicense, subcontract or otherwise transfer your rights or obligations under this Agreement without the Publisher's prior written consent, except by operation of law. The Publisher may assign, sublicense, subcontract or otherwise transfer its rights or obligations under this Agreement.

23 Notices

23.1. For the purpose of this Agreement, a '**Notice**' means any notice, request or other communication given to a party under or in connection with Clauses 19.1 and 19.2 (Termination), Clause 10.2 (Royalty Accounting), Clause 11 (Royalty Disputes) and Clause 16.1 (Work unavailable to Purchase). A Notice shall be in writing and shall be:

- (a) if sent by you:
 - i. delivered by hand or by pre-paid first-class post or other next working day delivery service at the Publisher's Address provided in the Core Terms, as may be updated from time to time, marked for the attention of the Publisher's Managing Director, Books; or
 - ii. sent by email to the email address of your usual editorial contact at the Publisher, as may be updated from time to time;

and, in both cases, notwithstanding anything to the contrary in this Agreement, receipt must be acknowledged by the Publisher for any of your Notices to be effective.



- (b) if sent by the Publisher, sent by email to your latest email address provided to your usual editorial contact at the Publisher.

23.2. This Clause does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

24 Force majeure

Neither party shall be in breach of this Agreement (and nor will the Work be deemed unavailable to purchase) if it is prevented from carrying out any of its obligations because of circumstances beyond their reasonable control in which case the time permitted for the affected party to fulfil those obligations shall be extended by a period equal to the period of the effect of those circumstances or that delay. Except as otherwise stated in this Agreement, the Publisher shall have no liability under this Agreement for any delay, non-payment, non-performance of its obligations, or any other action or inaction by Publisher taken in order to comply with any mandatory provision of any Applicable Law.

25 Governing law and jurisdiction

Each party to this Agreement irrevocably agrees that this Agreement will be subject to and will be interpreted in all respects in accordance with the laws of the State of New York and that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the Borough of Manhattan, New York, NY, USA.