

PUBLISHING AGREEMENT

Damien Irving, Kate Hertweck, Luke Johnston, Joel Ostblom, Charlotte Wickham, and Greg Wilson (the “Author”) shall prepare and deliver to Manning Publications Co., PO Box 761, Shelter Island, New York 11964, (the “Publisher”) a manuscript for a work entitled *Research Software Engineering with Python* (the “Work”) or such other title as may be mutually agreeable to the Publisher and the Author, and the Publisher shall publish the Work, in accordance with and subject to the provisions of this Agreement dated August 1, 2020.

1 MANUSCRIPT DELIVERY

a The manuscript for the Work shall be of publishable quality acceptable to the Publisher and consist of revisions to the Author’s existing work *Research Software Engineering with Python*. Revisions may include the addition of instructional diagrams and other graphics, and exercises and solutions, and examples. The final Work shall be approximately 90,000 to 110,000 words and contain 30-50 diagrams and other illustrations.

b The Author shall prepare and deliver to the Publisher a machine-readable electronic copy as mutually agreed upon by the Publisher and the Author as follows:

- not later than September 1, 2020, a partial manuscript for the Work totaling not less than one half of the planned finished Work.
- not later than October 1, 2020, a draft of the complete manuscript for the Work suitable for review.
- not later than December 1, 2020, the final, revised and complete manuscript for the Work acceptable to the Publisher for publication.

2 MANUSCRIPT PREPARATION

a The Author agrees to make corrections and revisions to the manuscript requested by the Publisher and the Publisher’s technical reviewers and to follow style requirements of the Publisher.

b The Publisher’s intent and desire is to publish the Work according to this Agreement in a timely manner, but delays may occur. Such delays may influence the marketability of the Work. A delay of 30 days or more beyond the due dates in paragraph 1b above requires the Publisher’s agreement. When a delivery of any item is late by 30 days or more, may decide to contract another author to develop the Work in collaboration with the Author and to share in the royalties and advances due to the Author. In such case, the Author shall have the 14 days following notification by the Publisher to approve the additional author, with such approval not to be unreasonably withheld. If delivery of any of the items in 1b is late by 30 days or more the Publisher has the right to cancel this Agreement and may request at its discretion the return of some or all the advances paid to the Author.

c The Publisher’s reviews of the partial manuscript shall run in parallel with ongoing development of the manuscript. The final review by the Publisher of the draft of the complete manuscript for the Work shall take no longer than 30 days and if it takes longer by a number of days the Publisher shall automatically extend the due date of the final, revised and complete manuscript by that same number of days.

d Within 30 days after receipt of the final, revised and complete manuscript, the Publisher shall either accept it or, if it is not acceptable in form or content as provided by the Agreement, the Publisher may request corrections or revisions within the reasonable time agreed to by the Author and Publisher.

3 RIGHTS CONVEYED

a The Publisher acknowledges that an open edition (the “Open Edition”) of the Work will be released under a Creative Commons open license for non-commercial use (CC BY NC). The Publisher agrees that the Open Edition may remain freely available in its initial form.

b The Author grants and assigns exclusively to the Publisher the exclusive commercial rights to publish, distribute, and sell the Work, its parts, versions, revisions and works derived from the Work, throughout the world. The Publisher may publish the Work in all forms including printed, video, website and in electronic form and may license others to publish all or parts of the Work. The copyright of the published commercial Work shall be registered in the Publisher’s name and shall acknowledge the Open Edition in

accordance with the terms of its license. The Publisher may publish all or parts of the Work in all forms including printed, audio, video, as webpages, and in any other electronic form and may license others to publish all or parts of the Work.

c When the Work becomes available in the Publisher's early access program (MEAP), the Author agrees to include with the Open Edition prominent links to the Publisher's website advertising the availability of the Work as a finished work published by the Publisher.

4 AUTHOR'S WARRANTY

The Author warrants to the Publisher that the manuscript for the Work shall be original, except for parts for which the Author shall obtain permissions acceptable to the Publisher; that it will not damage the rights of others, and that the Author has the power to make this Agreement. The Author will indemnify the Publisher and its agents, and hold them harmless, against any loss or cost, including reasonable attorney's fees, arising out of a breach of these warranties.

5 COMPETING WORKS

While this Agreement is in effect, the Author agrees not to, without the prior written consent of the Publisher, write for publication or post on the Internet any other similar length work which covers the same subject as the Work and which is directly competitive with the Work.

6 PUBLICATION OF THE WORK

a When the Publisher accepts the final, revised and complete manuscript for publication, it shall go into production. The Publisher shall publish the Work as quickly as it can, consistent with the Publisher's requirements of quality. For example, a book of approximately 350 pages should require three months for delivery of printed and bound copies to the Publisher's warehouse but may, due to circumstances of a specific manuscript, take longer or shorter. In case the Work is published in electronic form, such as ebooks, videos and websites, the Author's name shall appear on the title and cover screens of the Work. The Publisher may edit, add or subtract from the manuscript, and the Author agrees to read, correct, approve and return promptly to the Publisher all changes made by the Publisher. The Author's approval of the Publisher's editorial changes shall not be unreasonably withheld. The Author agrees not to change significant portions of the manuscript after it has entered production without the explicit agreement of the Publisher.

b The Publisher agrees to publish the Work not later than six months from the time of acceptance of the Work for publication. If the Publisher accepts the Work and fails to publish it within six months, the Author may terminate this Agreement by written notice to the Publisher. On such termination, all the rights granted to the Publisher in this Agreement shall revert to the Author, and the Author may keep any advances paid under this Agreement. Keeping the advances shall be the Author's only remedy for the Publisher's failure to publish the Work. If the Publisher accepts the manuscript for the Work and delays publication because of delays by third parties in the release of the software or hardware product that is the subject of the Work, or because of delays caused by the Author, such delays will not be counted towards the six month period described in this section.

c Both the Author and Publisher desire to create a commercially successful product. From time to time, the Publisher will review the market viability of the Work. If, in the sole judgment of the Publisher, a market sufficient to support a commercially viable product does not exist at that time, the Publisher may terminate this Agreement. On such termination, all the rights granted to the Publisher shall revert to the Author upon repayment of advances previously paid to the Author under the terms of this Agreement.

7 MARKETING OF THE WORK

The Publisher and the Author agree to collaborate in the marketing and promotion of the Work prior to and following publication to gain exposure for the Work and the Author. The Author agrees as follows:

- To prepare, with the Publisher's assistance, articles, blogs, and other writings for publication on the Internet and printed media.
- To complete an Author Marketing Questionnaire, in which the Author will provide information relevant to the sales, positioning, marketing, and publicity of the Work.
- As soon as they are available, to begin to participate, and continue to participate for twelve months, not less than twice a week, in the Publisher's online forum devoted to the Work.

The marketing and promotion may also include: the participation of the Author in technical shows or publicity events; the placement of the Work by the Publisher in premium retail and other available retail pro-

motions; using content from the Work or related content provided by the Author on the Publisher's and other websites. The Publisher shall make a good-faith effort to support the Author in independent promotional activities undertaken by the Author.

8 ROYALTIES

a The Publisher shall pay to the Author ten percent (10%) of total receipts on sales of the Work in any form, printed, electronic, or any other, throughout the world.

b If any part of the Work or the entire Work is included in another work published by the Publisher, the Publisher shall pay to the Author a share of royalties of that work pro-rated in proportion to the number of words re-used from the Work.

c On any royalties received by the Publisher from sales of the subsidiary rights, including foreign translation rights to others for exploitation and use by them, the Publisher shall pay to the Author 50% of the royalties received by the Publisher therefrom, in lieu of the said royalty set forth above.

d Royalties will be paid quarterly within 100 days after the end of each quarter. A statement of account shall be made together with the payment.

e The Publisher may delay for two quarters the payment of up to 25% of royalties due in any quarter as a reserve for returns.

f The Publisher shall keep books of account and records of income relating to the Work. The books and records shall be open to inspection, on the Publisher's premises and at the Author's cost, by the Author or his/her representative, if said representative shall be entitled to make an examination thereof and take extracts therefrom. The aforementioned right of inspection does not entitle the Author to examine any records, documents, contracts, of books of account, or entries therein, pertaining to any other author, or to any work other than the Work which is the subject of this Agreement.

g If there are multiple authors under this Agreement, the royalties to be paid shall be divided among them pro-rata based on the contribution each makes to the final printed work. The division may be specified later in a letter signed by all the authors and delivered to the Publisher before publication of the Work. The Publisher reserves the right to establish the final division of royalties among multiple authors.

h Any sums owing from the Author to the Publisher arising out of this Agreement may be charged against any sums accruing to the Author under this and any other Agreement between the Author and Publisher.

9 AUTHOR'S COPIES

The Publisher agrees to provide the Author with twenty-five (25) copies of the finished Work when it is published. The Author may purchase additional copies at a fifty percent (50%) discount.

10 REVISED EDITIONS

a Prior to initiating a revised edition, the Publisher and Author shall agree on the need for the revision. If the Publisher desires a revision, the Author's agreement shall not be unreasonably withheld, even if the Author is unwilling or unable to produce the revision. The Author's failure to respond shall be considered agreement after 30 days following notification by the Publisher of its desire to produce a revised edition.

b If the Author and Publisher agree that a revision of the Work is desirable, the Publisher shall request the Author to prepare such a revision. The Author agrees to advise the Publisher within fifteen (15) days of the Author's intentions to prepare that revision. If the Author agrees at that time to prepare the revision on a mutually agreeable schedule, the Author also agrees to diligently proceed with the revision, keeping the Publisher apprised of the progress on the revision, and to deliver the completed manuscript to the Publisher as agreed.

c If the Author does not agree to prepare the revision, the Publisher shall have the right to arrange for the revision to be prepared by others. The Publisher shall have the right to arrange for the reviser to share royalties with the Author in proportion to the amount of revised manuscript contributed by the reviser and to add the reviser's name to the Work as a coauthor. In such case, the Author shall have fifteen (15) days following notification by the Publisher to reject the proposed reviser, with approval not to be unreasonably withheld.

11 DISCONTINUED PUBLICATION

The Publisher shall have the right to discontinue publication of the Work and cease making it available. In the event the Work is made unavailable, the Author shall be so advised and this Agreement shall terminate, and all rights granted to the Publisher in it shall revert to the Author. In the event that the Author is no longer able to direct the disposal of these rights, the Work shall be made available under the same open license as the manuscript for the Work referenced in 3a herein.

12 APPLICABLE LAW

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of New York, regardless of the place of its execution or performance.

13 CHANGES AND ASSIGNMENTS

This Agreement may not be changed unless the Author and Publisher agree to the change in an Addendum to this Agreement signed by both parties. Neither the Author nor the Publisher may assign this Agreement to another party without the written consent of the other except 1) if the Publisher transfers all or any material part of the Publisher's business, when such consent is not required, or 2) if the Author is deceased or otherwise incapacitated and the Author's rights in the work lawfully transfer to another individual or institution, at which point that other party shall be considered the Author for the duration of this Agreement.

The following parties have executed this Agreement.

Manning Publications Co.

Marjan Bace, Publisher

DATE _____

Author

Damien Irving

DATE _____

Kate Hertweck

DATE _____

Luke Johnston

DATE _____

Charlotte Wickham

DATE _____

Greg Wilson

DATE _____