

ACADEMIC AUTHOR AGREEMENT

(the “Agreement”)

**CAMBRIDGE**
UNIVERSITY PRESS & ASSESSMENT

This Agreement records the terms and conditions under which the work specified below will be published by the Chancellor, Masters, and Scholars of the University of Cambridge acting through its department **Cambridge University Press & Assessment** of Shaftesbury Road, Cambridge CB2 8EA, UK (“Cambridge”).

CONTRACTED PARTIES

This Agreement is made between:

1. Cambridge

and

2. Jacob Anhøj
Baltorpstræde 109, 3. tv.
2750 Ballerup
Denmark
jacob@anhoej.net

M A Mohammed
23 Willows Crescent
Birmingham B12 9NS
M.A.Mohammed5@bradford.ac.uk

(individually and/or collectively, the “Author”)

THE WORK

provisionally entitled Mastering Statistical Process Control for Healthcare: A step-by-step guide for data scientists using R, 1st edition

AGREEMENT

Cambridge and the Author are each referred to as a “Party” and, together, the “Parties” throughout this Agreement.

The Parties hereby accept and agree to the terms of this Agreement, which incorporates the following attached Sections:

SECTION I: Specific terms and conditions**SECTION II:** Standard terms and conditions**FULL LEGAL NAME:****SIGNATURE:**

*for and on behalf of the Chancellor, Masters, and Scholars of the
 University of Cambridge acting through its department, **Cambridge
 University Press & Assessment***

DATE:**EMAIL:**

By signing, I confirm that I (i) am authorised to enter into this Agreement and (ii) agree to all the terms herein.

FULL LEGAL NAME:

Jacob Anhøj

SIGNATURE:**DATE:**

By signing, I confirm that I (i) am authorised to enter into this Agreement and (ii) agree to all the terms herein.

FULL LEGAL NAME:

M A Mohammed

SIGNATURE:**DATE:**

By signing, I confirm that I (i) am authorised to enter into this Agreement and (ii) agree to all the terms herein.

SECTION I SPECIFIC TERMS AND CONDITIONS

1 THE WORK AND FINAL MANUSCRIPT

- 1.1 Cambridge confirms that it intends to publish the Work, provisionally entitled ***Mastering Statistical Process Control for Healthcare: A step-by-step guide for data scientists using R***, from the Final Manuscript and any other Deliverables set out below.
- 1.2 The Author shall create and deliver the Final Manuscript to Cambridge in accordance with the terms and conditions of this Agreement and the Author Guidelines, including the following Delivery Specifications:
- 1.2.1 the Final Manuscript will not exceed 140,000 words;
- 1.2.2 the Final Manuscript will be delivered to Cambridge as electronic file/s in Word format;
- 1.2.3 the Final Manuscript will be delivered to Cambridge on or before 30 April 2026.
- 1.3 Cambridge intends to produce and publish the Work in the following formats:
- 1.3.1 in print format(s)
- 1.3.2 in electronic format(s);

2 ILLUSTRATIVE AND THIRD-PARTY MATERIAL

- 2.1 The Author may include certain types of Third-party Material and/or Author's Illustrative Material in the Final Manuscript on the condition that all such materials meet the specifications in this Section I and provided that the Author:
- 2.1.1 creates and maintains a record of all items of Third-party Material (including permissions clearance details) and all Author's Illustrative Material in the Permissions Log;
- 2.1.2 obtains and retains written permissions clearance (from the relevant rights holders) for all Third-Party Material included in the Final Manuscript;
- 2.1.3 makes clear distinctions between all Third-party Material and Author's Illustrative Material in the Final Manuscript and the Permissions Log;
- 2.1.4 complies with Cambridge's Third-party Materials Policy for Academic Authors;
- 2.1.5 delivers the completed Permissions Log to Cambridge on or before 30 April 2026 and,
- 2.2

The Author will adhere to the Delivery Specification in the table below in respect of the permitted quantity and types of Third-party Material and Author's Illustrative Material:

Permitted content types	Permitted quantity	Delivery methods
Illustrative Materials (Third-party Material and Author's Illustrative Material)	A total maximum of 100 black and white images/illustrations for the Work	<ul style="list-style-type: none"> Recorded in the Permissions Log Sent in a separate file, including a description / caption / citation for each item Minimum of 300dpi resolution In jpeg or tiff format(s)

- 2.3 The Author understands and accepts that Cambridge will not allocate any of its production budget for the Work to pay for any permissions clearance fees charged by third parties (in relation to securing rights to include Third-party Material in the Work). Any permissions clearance fees charged by third-parties shall be paid by the Author and, where applicable, the Author shall provide proof of full payment upon Cambridge's request.

3 INDEX

- 3.1 Cambridge will, at its sole discretion, include an index in the Work and cover such costs.

4 ROYALTIES

- 4.1 Cambridge shall, in accordance with the Accounting clause of Section II, pay the Author a share of Cambridge's Net Revenues. The Author's share of Cambridge's Net Revenues shall be calculated in accordance with the table below:

Revenue stream	Author share of Cambridge's Net Revenue
Sales of the Work in paperback format	10%, rising to 12.5% after the sale of the first 2,500 copies;

Sales of the Work in eBook format	10%
Sales of the Work in any other format	10%
Sales of Low-price Market Reprints in any format	5%
Translation Rights Sales	50%
Any other Subsidiary Licence sales	40% (subject to the Subsidiary Licensing clause of Section II)
Sales of Co-branded Translations	To be determined by Cambridge accordingly
Sales of Regional Editions	To be determined by Cambridge accordingly
Aggregation by Cambridge	To be determined by Cambridge in accordance with the Derivative Use clause of Section II
Sales of New Editions	To be agreed by the Parties in accordance with the New Editions clause of Section II
Any other Derivative Use	To be agreed by the Parties in accordance with the Derivative Use clause of Section II

5 DIVISION AND RECIPIENTS OF ROYALTIES

5.1 All Royalties due to the Author shall be divided as follows:

5.1.1 Jacob Anhøj: 50%

5.1.2 M A Mohammed: 50%

6 GRATIS ENTITLEMENT

6.1 Cambridge shall provide a number of gratis copies of the Work to each Author, as follows:

6.1.1 5 **gratis copies** of the Work in paperback format.

6.1.2 1 gratis access code(s) to the eBook.

7 ORDER OF PRECEDENCE

7.1 In the event of any inconsistency between the provisions of Section I and Section II, the provisions of Section I shall take precedence.

7.2 In the event of any inconsistency between the Author Guidelines and the provisions of this Agreement, this Agreement shall take precedence.

8 AI SUBSIDIARY AGGREGATION

8.1 Parties agree that AI Subsidiary Aggregation shall be included as an additional type of Subsidiary Licence under this Agreement.

8.2 For the purposes of this clause, “**AI Subsidiary Aggregation**” shall mean subsidiary use where rights in the Work (in whole or in part) are granted to a third-party licensee by Cambridge in order to permit the licensee to include, excerpt or adapt the Work in an AI content aggregation engine or LLM (Large Language Model), for public or private distribution, including where that engine or LLM contains work published by both Cambridge and other publishers.

8.3 The following Royalty shall apply for AI Subsidiary Aggregation and shall be deemed to be included in any provisions hereunder relating to the calculation and accounting of Royalties:

8.3.1 20% of Cambridge’s Net Revenue

SECTION II STANDARD TERMS AND CONDITIONS

1 DEFINITIONS

1.1 The following definitions apply in this Agreement:

- 1.1.1 **Aggregation by Cambridge:** a type of Derivative Use in which parts of the Work are collated, with other content (which may be newly-commissioned or previously published by Cambridge) and subsequently published by Cambridge (e.g. custom textbooks / collections). Such use may include co-branding with the branding of both Cambridge and a local publishing partner or other partner. Aggregation by Cambridge does not include collation of extracts from the Work with content from other works published by other publishers.
- 1.1.2 **Aggregation Licence:** A type of Subsidiary Licence where rights in the Work (as a whole or in part) are granted to a licensee, by Cambridge, in order to permit the licensee to include, excerpt or adapt the Work (as a whole or in part) in a content/aggregation engine (or equivalent) containing content from Cambridge and other publishers.
- 1.1.3 **Author Guidelines:** information provided to the Author, by Cambridge, in conjunction with the preparation and delivery of the Deliverables (such as additional details of the expected scope, structure and subject of the Final Manuscript; details about index preparation etc.).
- 1.1.4 **Author's Illustrative Material:** any type of artistic, audio, video or other non-textual content which (i) the Author includes in the Final Manuscript and in which (ii) the Author either owns or controls the copyright.
- 1.1.5 **Co-branded Translation:** the result of the type of Derivative Use in which the Work is translated and branded with the branding of both Cambridge and a local publishing partner or other partner to create a non-English or bilingual (with English) translation for sale to a specific market, region or customer.
- 1.1.6 **Deliverable(s):** any item(s) listed in Section I which the Author must supply to Cambridge in accordance with the Delivery Specifications.
- 1.1.7 **Delivery Date(s):** the date(s) specified in Section I by which the Author must supply the Deliverables to Cambridge.
- 1.1.8 **Delivery Specifications:** the requirement(s), method(s) and format(s) of delivery that the Author is expected to meet for all Deliverables, as detailed in Section I.
- 1.1.9 **Derivative Use:** an umbrella term meaning any type of change, adaptation or transformation of the Work in any way and to any extent (except *de minimis* changes), the result of which is a different version or use of the Work. Examples of products resulting from Derivative Use include (but are not limited to): New Editions, Co-Branded Translations and creation by Cambridge of the Work in audio format. Derivative Use excludes: Low-Price Market Reprints, Subsidiary Licences.
- 1.1.10 **Dignity at Work Policy:** Cambridge's formal policy, which may be updated from time to time, which recognises the right of its staff, and any third party acting on Cambridge's behalf to be treated with respect and dignity and is committed to the development of positive policies for the elimination of all kinds of harassment. The Dignity at Work Policy is hosted online at: <https://www.cambridge.org/about-us/who-we-are/cambridges-ethics/>.
- 1.1.11 **eBook:** a digital version of the verbatim content of the complete Work (i.e. including text, illustrations, drawings, charts, table of contents, source notes, bibliography, captions and any other supplementary materials) that is made accessible to end users as a discrete product online or via downloading by the end user from the internet for reading on a computer or similar device.
- 1.1.12 **Effective Date:** means the date of last signature of the Parties to this Agreement.
- 1.1.13 **Final Manuscript:** the definitive version of the text of the Work which is delivered by the Author to Cambridge.
- 1.1.14 **Low-price Market Reprint:** a copy of the Work which is reprinted under a separate ISBN for sale on a territory-restricted, high-volume basis at a special low-price or high-discount to generate new markets for the Work. A Low-price Market Reprint is not a Derivative Edition.
- 1.1.15 **Net Revenue:** the revenue received by Cambridge from its customers in respect of all sales and commercial exploitation of the Work (including from Subsidiary Licences or from sales of any products resulting from Derivative Use) less any delivery charges or other similar direct costs of sale.
- 1.1.16 **New Edition:** the result of a type of Derivative Use in which the Work is updated and revised in order to replace and supersede the existing edition.
- 1.1.17 **Permissions Log:** a template document provided by Cambridge and used by the Author to record information about any Third-party Material (including permissions clearances obtained by the Author) and/or any Author's Illustrative Material which is included in the Final Manuscript.
- 1.1.18 **Proof(s):** the version(s) of the Final Manuscript produced by the typesetter.

- 1.1.19 **Publishing Ethics Policy:** Cambridge's formal policy, which may be updated from time to time, which provides details of the ethical standards Cambridge expects all its publications to comply with and all individuals associated with or involved in such publications to uphold. The current version of this policy is hosted online at <https://www.cambridge.org/core/services/authors/publishing-ethics>.
- 1.1.20 **Regional Edition:** the result of the type of Derivative Use, by Cambridge, in which the Work is adapted for sale to a specific market, region or customer. Regional Editions are branded only with Cambridge's branding and are sold on a territory-restricted basis.
- 1.1.21 **Subsidiary Licence:** an umbrella term meaning any situation in which rights in the Work (as a whole or in part) are granted, by Cambridge, in order to permit the licensee to undertake certain, limited/controlled types of use and/or derivative use of the Work but where Cambridge has no further involvement in the production or publication of the third-party's final product. Cambridge's branding is not included in the licence. Examples of rights granted under Subsidiary Licences include rights to: aggregate, translate, publish extracts, create the Work in audio format, create merchandising and publish first / second serial editions of the Work.
- 1.1.22 **Term:** the full legal period of copyright in the Work, including all copyright renewals, revivals and extensions.
- 1.1.23 **Third-party Material:** any type of artistic, audio, video or textual content (including, but not limited to, text extracts and quotations from other works) which (i) the Author includes in the Final Manuscript and in which (ii) the Author does **not** either own or control the copyright.
- 1.1.24 **Third-party Materials Policy for Academic Authors:** Cambridge's procedures and provisions, as updated from time to time, which relate to the Author's inclusion of Third-party Material in the Final Manuscript. The Third-party Materials Policy for Academic Authors is located online at <https://www.cambridge.org/authorhub/resources/publishing-guides-academic-authors>.
- 1.1.25 **Work:** the product, which is developed for publication, in various formats, by Cambridge from the Final Manuscript (including any Author's Illustrative Material and/or Third-party Material). The provisional title for the Work is set out in Section I .

2 INTELLECTUAL PROPERTY RIGHTS

- 2.1 In consideration of and subject to the terms, conditions and payments set out in this Agreement, the Author hereby grants to Cambridge for the Term the exclusive rights to:
 - 2.1.1 develop and produce the Work from the Deliverables;
 - 2.1.2 publish, reproduce, distribute and sell the Work in all forms and media, in all languages, throughout the world;
 - 2.1.3 undertake any form of Derivative Use and to publish, reproduce, distribute and sell the outputs resulting from any Derivative Use;
 - 2.1.4 grant Subsidiary Licences, in whole or in part, to third-parties; and
 - 2.1.5 sublicense the rights granted in this clause, in whole or in part, to third parties for the purposes of fulfilling Cambridge's obligations under this Agreement.
- 2.2 The Author hereby asserts his / her / their moral right always to be identified as the author of the Work. Copyright in the Work shall remain the property of the Author and the copyright notice for the Work shall follow the format indicated below:
 - 2.2.1 © [Author name(s)], [Year of publication].
- 2.3 In the event there are third party contributors to the Work, including without limitation any so-called "guest contributors":
 - 2.3.1 Author shall give Cambridge prior written notice of any such proposed contributors and details of the scope of the contributions to be provided;
 - 2.3.2 Cambridge shall enter into separate agreements with each third party contributor and any publication of the Work shall be subject to the full execution of such agreement(s) with Cambridge;
 - 2.3.3 The Author shall ensure that any content created by third party contributors is incorporated within the Final Manuscript delivered by the Author to Cambridge in accordance with the terms and conditions of this Agreement. Author agrees and understands that his/her/their obligation to deliver the Final Manuscript shall not be discharged and/or complete until any third party contributions have been received and incorporated within the Work.

3 PUBLICATION

- 3.1 Subject to the Delivery and Acceptance clause below, Cambridge shall, at its own risk and expense, produce and publish the Work in such form(s) as it considers appropriate within a reasonable time of delivery and shall have final discretion over all matters related to publication in any format including the title, internal design (including the use of

any recommended Third-party Material or Author's Illustrative Material), the jacket and/or cover design, the manner and extent of publicity and promotion in print and electronically, the number and distribution of free copies and the price and terms of sale of the first and any subsequent editions.

- 3.2 All physical materials supplied by the Author shall be returned to the Author after publication of the Work, if the Author so requests in writing and provided that the Author makes such a request within 6 months of the Work's initial publication date. Where possible, the Author agrees to retain an additional copy of all Deliverables prepared by the Author.

4 DELIVERY AND ACCEPTANCE

- 4.1 The Author shall deliver the Deliverables to Cambridge on or before the Delivery Date(s) and in accordance with the Delivery Specification.
- 4.2 In the event of any anticipated failure to meet the Delivery Date(s), the Author will notify Cambridge immediately.
- 4.3 In the event of failure to meet the Delivery Date(s), Cambridge may at its sole discretion, use reasonable endeavours to agree new Delivery Date(s) with the Author for the affected Deliverable(s). In the event that the Author and Cambridge fail to agree, or in the event that the Author fail to adhere to any renegotiated Delivery Date(s), Cambridge may, at its sole discretion, either:
- 4.3.1 commission another writer to complete any Deliverable(s) and reduce the royalties otherwise payable to the Author; or
- 4.3.2 terminate this Agreement.
- 4.4 In the event that the Final Manuscript, as delivered, does not meet the Delivery Specifications or the standard of writing that might reasonably be expected by Cambridge, Cambridge may, at its sole discretion:
- 4.4.1 inform the Author within 12 weeks of its receipt of the Final Manuscript and give the Author the opportunity to revise it so it meets the standards required (and shall agree a new Delivery Date accordingly);
- 4.4.2 commission another writer to revise the Final Manuscript so that it meets the required standards and reduce the royalties otherwise payable to the Author; and / or
- 4.4.3 decline to accept the Final Manuscript and terminate this Agreement.
- 4.5 If Cambridge terminates this Agreement under this clause, the Author shall return any monies already paid to the Author pursuant to this Agreement (including, without limitation, any advance, if applicable) to Cambridge within 30 (thirty) days of receipt of a formal notification from Cambridge to do so.

5 ILLUSTRATIVE AND THIRD-PARTY MATERIAL

- 5.1 Cambridge may, at its discretion, exclude or replace any Third-party Material or Author's Illustrative Material.
- 5.2 Should Cambridge exclude any Third-party Material or Author's Illustrative Material from the Work, Cambridge shall endeavour to inform the Author in a timely manner so that the Author may make any necessary changes to the Final Manuscript. For the avoidance of doubt, any such changes to the Final Manuscript shall be governed by the terms of this Agreement.

6 PRODUCTION AND PROOF-CORRECTION

- 6.1 Prior to the publication of the Work by Cambridge, the Author shall:
- 6.1.1 diligently provide Cambridge with all necessary assistance during the development and production of the Work and meet any development and production deadlines set by Cambridge;
- 6.1.2 if requested by Cambridge, check the Proofs to ensure the accuracy of the content and that it is free from significant typographical errors and omissions;
- 6.1.3 advise Cambridge of any sensitive content in the Final Manuscript that should be reviewed by a legal advisor to mitigate the risk of third-party claims.
- 6.2 In the event that the Author makes any alterations to the Proofs (not including any alterations necessary to correct any errors made by the printer, typesetters, Cambridge or any independent contractor engaged by Cambridge), then the costs associated with such alterations shall be borne by the Author after said costs exceed 5% of the total cost of composition of the Proofs.

7 SUBSIDIARY LICENSING

- 7.1 The negotiation of and final agreement to terms of any Subsidiary Licences shall be in the sole control of Cambridge.
- 7.2 The Author shall refer to Cambridge any enquiries that the Author may receive regarding rights sales and shall not undertake any negotiations purporting to be on behalf of Cambridge in such regard.

- 7.3 In the event that rights in all or part of the Work are licensed under an Aggregation Licence, Cambridge shall, at its sole discretion, allocate to the Author a pro-rata share of the Net Revenue derived from the Aggregation Licence. The Author's pro-rata share shall be based on an allocation model determined by Cambridge and consistently applied to the rights holders of all the content included in the Aggregation Licence.
- 7.4 The Author understands that works published by Cambridge are automatically included in non-exclusive collective licensing schemes which are operated by reproduction rights organisations such as the Copyright Licensing Agency (UK), the Copyright Clearance Center (USA) and the Copyright Agency Limited (Australia). Any payments due for the use of the Work under the said schemes shall be made in accordance with the relevant organisation's licence terms prevailing at the time.
- 7.5 The Author understands that Cambridge may grant permission without charge to reproduce the Work in braille, large type or other format provided such use is solely for the visually impaired and on a non-profit basis.

8 DERIVATIVE USE

- 8.1 The Author understands and accepts that Cambridge shall have the right to undertake types of Derivative Use, including but not limited to:
 - 8.1.1 Aggregation by Cambridge;
 - 8.1.2 New Editions;
 - 8.1.3 Regional Editions; and
 - 8.1.4 Co-branded Translations.
- 8.2 If, during the creation of any Regional Edition or Co-branded Translation, any changes to the text or images in the Work are proposed, Cambridge shall obtain the Author's explicit and prior written consent to the proposed changes (meaning the explicit written consent of each individual Author, if applicable). In the event that the Author (or any individual Author) fails to respond to or explicitly consent to any proposed changes, Cambridge will not affect those changes.
- 8.3 In the event that all or part of the Work is subject to Aggregation by Cambridge then Cambridge shall, at its sole discretion, allocate a pro-rata share of the Net Revenue derived from the sale of the aggregate product or service to the Author based on an allocation model determined by Cambridge and consistently applied to all content included in the aggregate product or service.
- 8.4 In the event that Cambridge identifies a demand for any type of Derivative Use other than for a New Edition or those Derivative Uses above, Cambridge shall consult with the Author and agree terms (including royalties) for the proposed Derivative Use.
- 8.5 The Author and the Work shall, wherever possible, be appropriately acknowledged for all Derivative Use.

9 NEW EDITIONS

- 9.1 In the event that Cambridge identifies a demand for a New Edition, Cambridge may, at its sole discretion, propose the creation and publication of a New Edition to the Author.
- 9.2 The creation and publication of any New Edition which is proposed by Cambridge to the Author is conditional upon the Author's explicit and prior written consent to the proposal (meaning the explicit written consent of each individual Author, if applicable). In the event that the Author (or any individual Author) fails to respond to or explicitly consent to any New Edition proposal made by Cambridge, Cambridge will consider the proposal rejected.
- 9.3 Where the Author (meaning each individual Author, if applicable) provides explicit written consent to any proposal for a New Edition which is made by Cambridge, Cambridge will:
 - 9.3.1 invite the Author to create the New Edition on the condition that the Parties are able to mutually agree new terms (including royalties) under a separate agreement or addendum to this Agreement; or
 - 9.3.2 invite the Author to work with a newly-commissioned third party to create the New Edition on the condition that the Author, Cambridge and the third-party are able to mutually agree new terms (including royalties) under a separate agreement.
- 9.4 In the event that the Author declines any invitation made by Cambridge under this clause, Cambridge may, with the explicit prior consent of the Author (meaning each individual Author, if applicable), commission a third party, under a separate agreement, to create the New Edition. Should the Author (or any individual Author) fail to explicitly consent to the commissioning of a third party to create a New Edition, the proposed New Edition will not go ahead.
- 9.5 Where a New Edition is solely created by a third party or third parties, Cambridge shall reasonably determine any royalties due to the Author in respect of the New Edition, based on relevant factors such as:
 - 9.5.1 the proportion of the Author's material from the Work which is reproduced in the New Edition;
 - 9.5.2 Cambridge's investment in the third party to create the New Edition;

- 9.5.3 the extent of any changes to the curriculum / syllabus for which the Work was originally created;
- 9.5.4 Cambridge's investment in market research and development to ascertain the need for a specific New Edition, including whether it should be marketed through different sales channels, with different components or additional elements not contemplated at the time the Work was commissioned;
- 9.5.5 any additional costs which are incurred to serve customers digitally or through other means not contemplated at the time the Work was commissioned, including, but not limited to, technical support, hosting, and on-boarding of new customers.

10 GRATIS ENTITLEMENT

- 10.1 Following initial publication of the Work in the relevant format(s), the Author shall receive from Cambridge the number(s) of gratis copies of / access code for the Work specified in Section I .
- 10.2 Further copies of the Work may be bought, directly from Cambridge, by the Author at a discount of 40% off the local list price.
- 10.3 The Author shall also be entitled to buy, directly from Cambridge, copies of any other available print work published by Cambridge, at the author discount terms prevailing at the time.
- 10.4 All gratis copies of / access codes for the Work, and all discounted works, to which the Author is entitled under this Agreement are strictly for personal / private use only and not for resale or redistribution in any form.

11 ACCOUNTING

- 11.1 Cambridge shall calculate all Royalties due under the terms of this Agreement twice a calendar year. After deducting (i) any sums advanced by Cambridge but not yet earned and (ii) any royalties previously paid for copies of the Work that have subsequently been returned, Cambridge shall (A) upload a statement to Author's account in Cambridge's Author Hub and send a copy of the same statement of account via email and (B) pay any corresponding payment via bank transfer (or other any other method which becomes standard for payments from Cambridge from time to time) no later than: (a) end of December for amounts accounted for the preceding January through June, and (b) end of June for amounts accounted for the preceding July through December.
- 11.2 Cambridge shall make all payments under this Agreement via bank transfer (or other any other method which becomes standard for payments from Cambridge from time to time) and all accounting statements shall be provided via Cambridge's Author Hub and via email. All payments will be subject to Cambridge's receipt of the Author's bank details and it shall be the Author's responsibility to ensure such bank details (and any contact details, including email address) are current and updated as necessary.
- 11.3 In any accounting period in which the sum calculated under this Agreement is less than £150 (or equivalent currency as applicable), a statement of account shall be rendered but no payment shall be made and the sum shall be carried forward to the next accounting period.
- 11.4 If there is a dispute over the amount due under this Agreement, the Author or the Author's duly authorised representative(s) shall have the right to inspect the Cambridge's books of account relating to the Work by appointment during usual business hours and no more than once per annum. Such inspection will be at the Author's expense, except that Cambridge shall be responsible for paying all reasonable costs of such inspection (1) if any error is found whose rectification has not already been effected by Cambridge and (2) where such rectification results in an advantage to the Author of more than £1,000 (or equivalent currency as applicable) or 1% of the amount due to the Author in respect of the last preceding accounting period, whichever is the higher.
- 11.5 Payments made under this Agreement shall be subject to deductions and withholdings required by applicable law. Any bank charges incurred by either Party shall also be deducted from the payment being made.
- 11.6 Royalties due to the Author under this Agreement are inclusive of any sales tax or VAT or similar indirect tax and additional amounts will not be paid unless the Parties otherwise agree in writing and shall be subject to the Author supplying:
 - 11.6.1 either, a valid tax invoice to Cambridge or informing Cambridge of the Author's tax registration number(s); and
 - 11.6.2 completing and submitting to Cambridge a self-billing agreement (or local equivalent) where necessary including periodically renewing and submitting new self-billing agreements throughout the Term. For the avoidance of doubt, Cambridge shall be entitled to cease payments of any additional VAT amounts should the Author fail to agree a self-billing agreement, or should any such agreement expire prior to the completion of a replacement.
- 11.7 Where this Agreement provides that the Author is to bear certain costs or where the Parties agree that the Author is to bear costs not specified in this Agreement, Cambridge may invoice all or part of them to the Author and/or deduct all or part of those costs from amounts due to the Author, including VAT, sales tax or similar indirect taxes where

applicable. Where Cambridge invoices the Author, the Author shall pay those costs to Cambridge within 30 days of receipt of invoice.

12 JOINT AUTHORSHIP

- 12.1 In the case of joint or multiple authorship, the word 'Author' is used collectively and the signing Authors shall have joint and several liability under this Agreement.
- 12.2 If authorship of the Final Manuscript changes following execution of this Agreement, the Author shall notify Cambridge and Cambridge shall be entitled, in its sole discretion and after full discussion with the Author, to amend this Agreement to reflect such changes including the commissioning of a new author or authors.

13 REMAINDERING

- 13.1 Cambridge may dispose of by sale (at the best obtainable price) or otherwise the residue or part of the residue of any edition (which are published by Cambridge only) after not less than 2 years from first publication.

14 WARRANTIES

- 14.1 The Author hereby warrants to Cambridge that:
 - 14.1.1 the Author is the sole owner of the copyright in the Final Manuscript and any Author's Illustrative Materials;
 - 14.1.2 the Author has the right to enter into this Agreement;
 - 14.1.3 the Final Manuscript and any Author's Illustrative Materials are original to the Author and have not already been published in whole or in substantial part in any form;
 - 14.1.4 the Deliverables contain nothing that is in any way an infringement of any existing copyright or licence or any other intellectual property right of any third-party;
 - 14.1.5 the Deliverables contain nothing that in any way breaches a duty of confidentiality or discloses any private or personal information of any person without that person's written consent;
 - 14.1.6 all statements contained in the Deliverables purporting to be facts are true and any formula, instruction or equivalent contained therein will not, if followed accurately, cause any injury or damage to the user;
 - 14.1.7 the Deliverables do not contain any libellous, defamatory or otherwise unlawful material;
 - 14.1.8 the Author shall at all times have and maintain all licences, permissions, and consents required to carry out the Author's obligations under this Agreement;
 - 14.1.9 the Author shall at all times during the Term of this Agreement comply with the Publishing Ethics Policy and Dignity at Work Policy;
 - 14.1.10 no action, inaction or statement of the Author occurring prior to the Effective Date which affects the publication of the Work would have breached the Publishing Ethics Policy or Dignity at Work Policy had it occurred during the Term; and
 - 14.1.11 The Author shall provide to Cambridge timely and accurate information in order for Cambridge to enter into separate agreements with any third party contributors as set out in the Intellectual Property Rights clause of Section II and shall ensure that the inclusion of any third party contribution in the Work does not delay the timetable for delivery of the Final Manuscript or publication of the Work agreed between Author and Cambridge.
- 14.2 If, in the absolute discretion of Cambridge, the Final Manuscript and any Author's Illustrative Materials may be considered actionable in law, Cambridge may decline to publish the Work or to insist that the Author alter the Final Manuscript and any Author's Illustrative Materials as Cambridge deems appropriate for the purpose of modifying or removing any passage considered actionable, but any such alteration shall be without prejudice to, and shall not affect the Author's liability under, these warranties.
- 14.3 All warranties in this clause shall survive termination of this Agreement.

15 TERM AND TERMINATION

- 15.1 This Agreement shall remain in force for the Term unless terminated earlier by the written mutual consent of the Parties.
- 15.2 Either Party may terminate this Agreement with immediate effect if the other Party commits a material or persistent breach of a material term of this Agreement (specifically including the Dignity at Work Policy) not capable of remedy or, if it is capable of remedy, has not been remedied within 30 days of the service of written notice by the non-breaching Party specifying the breach and requiring it to be remedied.
- 15.3 Cambridge may terminate this Agreement with immediate effect if the Author acts or is alleged to have acted in a manner that: (i) could materially injure Cambridge's reputation or jeopardise the success of the Work and/or the Course; or (ii) breaches the Publishing Ethics Policy.

15.4 Upon termination of this Agreement, for any reason:

- 15.4.1 Cambridge shall cease to have any liability towards the Author save as expressly provided by this clause;
 - 15.4.2 the Author shall deliver to Cambridge, within seven days of termination, all documents or materials belonging to Cambridge in the Author's possession, custody or control; and
 - 15.4.3 Cambridge may remove the Work from sale within a commercially-reasonable period of time.
- 15.5 All sums due to the Author under the terms of this Agreement from sales of the Work up to the time of termination of this Agreement and until the Work is removed from sale, shall continue to be paid to the Author.
- 15.6 Termination of the Agreement shall not affect such of its provisions as are expressed to survive termination, or any right of action already accrued to either Party.

16 DEATH OF THE AUTHOR

- 16.1 Should any individual Author be prevented by death from completing the Final Manuscript, Cambridge may, at its election and with the consent of such Author's Estate:
- 16.1.1 entrust the completion of the Final Manuscript to a third party, whom Cambridge shall remunerate at its sole discretion, and publish the Work, acknowledging the Author as appropriate; or
 - 16.1.2 in the event that the Author's Estate does not consent as above, Cambridge may terminate this Agreement by notice in writing, without liability for any payment to the Author's Estate, and return all rights in any submitted Deliverables back to the Author's Estate.
- 16.2 In the event that Cambridge elects to publish the Work as described in this clause, the Author's Estate shall, as soon as is practicable, deliver to Cambridge all scripts, drafts, writings, Proofs, and any other material whatsoever related to the Work that the Author had in its possession, custody or control at the time of his or her death or incapacity.
- 16.3 In the event of Cambridge electing to publish the Work as described in this clause, or should the Author pass away *after* publication of the Work, all royalties due to the Author under the terms of this Agreement shall be paid to the Author's nominated representative or the Author's Estate, subject to (i) the deduction of any monies paid by Cambridge to any third-party appointed under this clause and (ii) the Author's Estate providing the appropriate legal documentation requested by Cambridge.

17 COPYRIGHT INFRINGEMENT

- 17.1 If Cambridge considers that the copyright in the Work has been or is likely to be infringed it may take such steps as it considers necessary for dealing with the matter and shall be entitled to use the Author's name as a party to any proceedings, but at the same time to control, settle or compromise as it sees fit. Any damages received in respect of any infringement of copyright shall, after deduction of all costs and expenses, be divided equally between the Author and Cambridge.

18 CONFIDENTIALITY

- 18.1 The Author shall not use Cambridge's confidential information (including the terms of this Agreement or any information belonging to Cambridge which is not publicly available) for any purpose other than to perform the Author's obligations under this Agreement or as permitted below.
- 18.2 The Author may disclose Cambridge's confidential information:
- 18.2.1 to the Author's representatives or advisers who need to know such information for the purposes of ensuring that the Author's obligations under this Agreement are fulfilled. The Author shall ensure that any representatives or advisers to whom the Author discloses Cambridge's confidential information comply with terms similar to those of this clause; and
 - 18.2.2 as required by law, court order or any governmental or regulatory authority.

19 FREEDOM OF INFORMATION

- 19.1 The Author acknowledges that Cambridge is subject to the requirements of the UK Freedom of Information Act 2000 ("FOIA") and agrees to assist and co-operate with Cambridge to enable Cambridge to comply with its FOIA requirements.
- 19.2 In responding to a request under FOIA, Cambridge shall be responsible for determining at its absolute discretion whether the information requested or any part of it is exempt from disclosure.
- 19.3 In no event shall the Author respond directly to a FOIA request on Cambridge's behalf without express written authority from Cambridge to do so.

20 ASSIGNMENT AND SUBCONTRACTING

- 20.1 The Author may not assign any of the Author's rights or obligations under this Agreement without the prior written consent of Cambridge.
- 20.2 Cambridge may sub-contract all or any of its obligations under this Agreement to a third-party in accordance with publishing industry practice without notifying or obtaining the consent of the Author.

21 NOTICES

- 21.1 Any notice given under this Agreement shall be in writing and may be served by post or email. Each Party's address for service shall be the address set out in this Agreement or such other address as specified by notice. A notice shall be deemed served 48 hours after it was posted, or, if it was served by email, at the time of sending if within normal business hours failing which the next business day, provided no transmission error is received.
- 21.2 The Author will keep Cambridge notified of any changes to the Author's legal name or to the Author's contact details during the Term.

22 INTERPRETATION

- 22.1 The following interpretations apply in this Agreement:
 - 22.1.1 A reference to any Party includes that Party's personal representatives, successors and permitted assigns.
 - 22.1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 22.2 Any words following the terms "including", "include", "for example", "such as" and "in particular", shall be deemed to be followed by the words "without limitation".
- 22.3 If this Agreement, and/or any document provided in connection with this Agreement, is or has been translated into any language other than English, the English language version shall prevail at all times.

23 ENTIRE AGREEMENT

- 23.1 This Agreement contains the entire and only agreement between the Parties concerning its subject matter and supersedes any and all prior agreements, arrangements and understandings (whether written or oral) relating thereto. No addition to or modification of any provision of this Agreement shall be binding unless it is in writing and signed on behalf of the Parties.

24 ANTI-BRIBERY AND ANTI-CORRUPTION

- 24.1 The Author understands and acknowledges that Cambridge acts in accordance with the UK Bribery Act 2010, Modern Slavery Act 2015 and other applicable anti-bribery, anti-corruption, anti-slavery and human trafficking laws in the jurisdictions in which it operates. The Author represents and undertakes that it shall comply with all applicable laws, statutes and regulations from time to time in force relating to anti-bribery, anti-corruption, anti-slavery and human trafficking. The Author agrees to promptly notify Cambridge of any suspected or known breach of this clause.

25 DATA PROTECTION

- 25.1 Cambridge and the Author will comply with the applicable data protection laws.
- 25.2 Cambridge will collect and process information relating to the Author (including but not limited to personal data) for legal, personnel, administrative and management purposes.
- 25.3 Cambridge may make such information available to other companies in its group and those who provide products or services to Cambridge (such as advisers, peer reviewers, typesetters or printers), regulatory authorities, governmental or quasi-governmental organisations.

26 CONFLICT OF INTEREST

- 26.1 The Author warrants that it knows of no real or apparent conflict of interest that may arise as a result of its acceptance of the terms of this Agreement. A conflict of interest exists if an interest (financial or otherwise) exerts or appears to exert undue influence on the Author's ability to perform the Author's obligations under this Agreement in an objective way. The Author agrees that it shall contact Cambridge if it has any conflicts of interest to disclose at present and if any conflicts arise in the future.

27 SEVERANCE

- 27.1 If any provision of this Agreement is prohibited by law or adjudged by a court to be unlawful, void or unenforceable it shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without

modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances of, or the validity or enforcement of, this Agreement.

28 THIRD-PARTY RIGHTS

28.1 No one other than a Party to this Agreement shall have any right to enforce any of its terms.

29 FORCE MAJEURE

29.1 Neither Party shall be liable for any default or delay in performing its obligations under this Agreement if such failure is caused by natural disaster, pandemic, accident, war, civil disorder, strike or any other cause beyond the Party's reasonable control.

30 INDEPENDENT CONTRACTOR

30.1 The Author is in business on his/her own account, is not an employee or agent of Cambridge and shall be responsible for all income and/or corporate tax liabilities and/or national insurance or similar contributions in respect of any sum paid by Cambridge under this Agreement, including any interest and/or penalties in respect thereof. The Author is not entitled to any salary or other benefit from Cambridge including but not limited to expenses, holiday, sick, pension, redundancy or parental leave payments.

31 DISPUTE RESOLUTION AND GOVERNING LAW

- 31.1 If any dispute arises between the Author and Cambridge in connection with this Agreement, then the Parties shall attempt in good faith to settle it, in the first instance, through negotiation.
- 31.2 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be interpreted in all respects in accordance with the laws of England and Wales and each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim, which cannot first be settled by negotiation, arising out of or in connection with this Agreement (including non-contractual disputes or claims).

32 COUNTERPART SIGNATURES

32.1 This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be a duplicate original, but all of which, taken together, shall constitute one and the same agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt, not just a signature page) by (a) post or (b) email (in high-resolution print or electronic PDF / JPEG format) shall effect a delivery of an executed counterpart of this Agreement. The agreement shall not take effect until each Party has executed and delivered its counterpart to Cambridge.