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# CONTRIBUTOR'S AGREEMENT

**AGREEMENT** made this **\_\_\_\_27th\_** day of **\_\_\_\_May\_\_\_\_\_\_\_\_\_\_\_\_\_**, **2016** between Oxford University Press USA, 198 Madison Avenue, New York, New York 10016 (the “Publisher”), and

**\_Thomas Bever\_\_\_\_\_**

**(Address) \_\_304B\_\_\_\_\_\_**

**\_\_Communication Building\_\_\_\_**

**\_University of Arizona, TUCSON, AZ, 85721\_,**

**who is a citizen of\_\_\_\_USA\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(the “Contributor”)

with respect to written material **which shall be a chapter in the Work** (the “Contribution”) to be prepared for publication in a work provisionally entitled **Minds on Language and Thought: The Status of Cognitive Science and Its Prospects** (the “Work”) **, which Work will be edited byRoberto G. de Almeida and Lila R. Gleitman (the “Editor”).**

1. **PUBLISHER’S COMMISSION.** The Publisher hereby commissions the Contributor to write and to assist in preparation for publication the Contribution as further described on Schedule A hereto (as such Schedule A may be amended from time to time in writing signed by both parties), which Schedule A is hereby incorporated by reference and made a part of this agreement.
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3. **ROLES AND RESPONSIBILITIES.** Preparation of the Contribution for publication will involve the following roles and responsibilities:
   1. The Contributor will deliver to the a manuscript of the Contribution as, and according to the schedule, specified on Schedule A.
   2. The Publisher may have the Contribution reviewed by the editor of the Work and others.
   3. The Contributor agrees, if requested by the , to read, revise, and correct the Contribution as may be required to make it satisfactory and will return the revised/corrected proofs promptly according to a schedule reasonably set by the in keeping with the requirements of the Publisher’s publication schedule. (Amendments made by the Contributor at proof stage will be strictly limited to the correction of factual or legal inaccuracies and of typographical errors.)
   4. As between the Contributor and the Publisher, the Publisher will have the right, to be exercised in its sole discretion, to make determinations concerning the production, publication, promotion, advertising, sale, and distribution of the Contribution and the Work, including but not limited to the format, imprint, trademark, logo or other identification, the style and manner in which the Work is produced, the type, extent and manner of promotion of the sale of the Work and the prices at which it is sold. Without limiting the foregoing, the Publisher may copyedit the Contribution to make it conform to a style of punctuation, spelling, capitalization, and usage it deems appropriate to the Work.
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5. **USE OF CONTRIBUTOR’S NAME.** The Publisher and its assignees and licensees will have the right to display the Contributor’s name, likeness and biographical information in the Work or any portion thereof, any derivative work based thereon in any medium (whether now known or hereafter devised) and in any advertising, publicity and promotional materials used to market the Work, any portion thereof and/or any such derivative work.
6. **WARRANTIES AND REPRESENTATIONS.** The Contributor makes the following warranties and representations: that he or she has full power and authority to enter into this agreement; that the Contribution hereunder written and delivered will be, except for material that may be quoted from acknowledged sources (for which the Contributor has obtained any needed permissions, as provided in Schedule A), the Contributor’s new, unpublished, and original work; that all necessary consents required by applicable law from any relevant patient, research participant, and/or other individual whose information is included in the Contribution have been obtained in writing or will be obtained prior to submission of the manuscript; that he or she has not in any manner granted or assigned any of the rights hereby granted to the Publisher; and that the Contribution hereunder written and delivered will contain no material that, if published, will be libelous or otherwise contrary to law or that would infringe upon any copyright or other proprietary or personal right; and all statements in the Contribution purporting to be facts are true and any recipe, formula, diagram, table, recommended treatment, dosage or instruction contained therein, whether textual or illustrative, and whether intended to be informative or instructional, is based on the best information currently available.
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8. **COMPETITIVE WORK.** The Contributor agrees that, as long as the Work is available for sale, s/he will not, without the Publisher’s prior written consent, publish or contract with any other publisher for the publication of material by him/her (individually or jointly) that is similar to the Contribution and is intended for inclusion in a competitive work, i.e. a work that, in the Publisher’s reasonable judgment, is similar to the Work in content, scope, structure and intended audience. For purposes of this clause, the Work will be considered “in print” if it is available for sale in print or electronic format by the Publisher or under a license from the Publisher.
9. **JURISDICTION AND CHOICE OF LAW**. This Agreement will be governed and interpreted according to the laws of the State of New York as if executed and fully performed in New York, but without regard to the State’s principles of conflicts of laws. The Federal and State courts located in New York county will have exclusive jurisdiction over any disputes arising in connection with this Agreement and each of the parties hereby consents to the jurisdiction of such courts.
10. **JOINT CONTRIBUTORS.**  If two or more persons participate in the creation of the Contribution and are parties to this Agreement, then the term “Contributor” will be understood to mean contributors (plural) and their liability will be joint and several.  If one for any reason ceases to contribute or contributes less than originally agreed between the Contributors themselves or with the Publisher, the Publisher may continue to publish the Contribution (if necessary by commissioning another contributor to assume responsibility for that Contributor’s contribution) in the joint names of the Contributors and any such third party or as the Publisher may consider appropriate in the circumstances, and the Publisher may determine what proportion of the consideration due hereunder ought fairly to be paid to the Contributor who has ceased or reduced his/her contribution.  In the event of a dispute between joint Contributors over any matter related to this Agreement, the Publisher will, after discussion with the Contributors and the Editor, resolve the dispute and the Contributors agree to abide by that resolution.  The Publisher shall not be obliged to take account of any partnership or other relationship between the Contributors.
11. **GENERAL.**
    1. This Agreement may not be amended, varied, or supplemented except by a writing signed by the parties or their duly authorized representatives. This Agreement sets forth the entire agreement between the parties regarding its subject matter and supersedes and replaces all prior discussions, arrangements, and agreements (whether written or oral) relating thereto.
    2. This Agreement may be executed in any number of identical counterparts, which, when taken together, will be deemed to constitute one and the same agreement.
    3. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions, which will remain in full force and effect. The parties will use their best efforts to achieve the purpose of any invalid provision by a new, legally valid stipulation. No failure or delay on the part of either party to exercise any right or remedy under this Agreement or any single or partial exercise of such right or remedy will be construed as a waiver thereof.
    4. The Publisher may assign this Agreement or any of its interests in it and may delegate its duties. Because this Agreement is a personal service contract, the Contributor may not assign it nor may the Contributor delegate its duties without the Publisher’s prior, written consent; provided, however, that the Contributor may assign any monies due or to become due to the Contributor under this Agreement upon giving the Publisher written notice of such assignment. Any assignment in contravention of this paragraph will be null and void and of no force or effect.
    5. Any notice required or permitted to be given under this Agreement will be sufficient if sent to the address for each of the parties set forth at the beginning of this Agreement (unless the relevant party has specified different contact details by thirty (30) days’ notice to the other) by regular or first class mail, overnight delivery or by personal delivery (unless the provision regarding such notice calls for another type of dispatch, in which case such type of dispatch will be required). Such notices will be deemed given: three (3) business days following the date of posting if sent by mail; one (1) business day following the date of posting by overnight delivery or by personal delivery (provided that receipt of such delivery is evidenced by signature for and on behalf of the addressee).

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date above written.

CONTRIBUTOR OXFORD UNIVERSITY PRESS USA

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**<Thomas Bever >** **Oxford University Press**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone #: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A**

**Contribution Specifications**The Contribution will meet the following requirements:

Subject matter and treatment:

**<< Conscioiusness and the natural segmentation of language units**

Length and Delivery Deadline(s):

The Contribution will consist approximately of the number of **[ manuscript pages ] [ 8,000 words ]** and be delivered according to the deadlines specified below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Chapter Title** | **Section** | | | | **Mss Pages** | **Mss Due** |
| **<< insert >>** | | **<< insert >>** | | **<< insert >>** | | **<< insert >>** |
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Delivery Format:

No later than the date(s) specified above, the Contributor will deliver an electronic file of the Contribution to the **Editor** by electronic mail, which file will consist of a double-spaced manuscript of the Contribution in English, with all necessary footnotes, paragraph numbers, headings, etc., complete and in accordance with any guidelines provided by or on behalf of the Publisher.

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**Compensation**

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