

AUTHOR AGREEMENT

made and entered into this **11th** day of **February, 2014**, by and between

Taylor & Francis Group, LLC, a State of Delaware limited liability company, having its principal place of business at 6000 Broken Sound Parkway NW, Suite 300, Boca Raton, Florida 33487, U.S.A. (hereinafter referred to as the “Publisher”)

and

Michael Friendly, David Meyer, and Achim Zeileis

(hereinafter referred to, whether one or more, as the “Author”)

The Publisher and the Author hereby agree as follows:

1. PREPARATION AND DELIVERY OF MANUSCRIPT

(a) The Author shall facilitate the preparation of the textual material (hereinafter referred to as the “Manuscript”), and supply to the Publisher within a reasonable time, but no later than **February 1, 2015**, a work consisting of approximately **five-hundred (500)** author-produced Manuscript pages, including approximately **twenty (20)** Illustrations, and the subject index (hereinafter referred to as the “Index”) (hereinafter jointly referred to as the “Work”) with the title:

***Visualizing Categorical Data with R
(Chapman & Hall/CRC Texts in Statistical Science)***

or such other title as may be determined by the Publisher in consultation with the Author.

The Author shall submit the Manuscript in a suitable electronic format specified by the Publisher, with a paper copy of the electronic file printed on 8½” x 11” (or A4) white paper, single-spaced, on one side. The Publisher’s *Production Standards and Software Guidelines for Authors* is included in this Agreement to assist the Author.

For the purposes of this Agreement, “author-produced copy” shall be defined as an electronic **four-color** file containing the fully composed and paginated text and index with all Illustrations, running heads, equations, and tabular matter properly prepared and placed, ready for printing

without any further manipulation or formatting on the part of the Publisher. The Author’s formatting and electronic file must be approved by the Publisher in advance, and an exact paper printout must be submitted with the file. The Publisher shall provide reasonable guidance to the Author for the preparation of the author-produced copy and shall examine the Author’s electronic files for quality, formatting, and acceptability. In the event the Author fails to deliver acceptable author-produced copy as specified in Schedule A1 of this Agreement, the Publisher shall have the right, at its discretion, to return the author-produced copy to the Author for correction or revision within a time specified by the Publisher. Should the Author not make corrections or revisions to bring the author-produced copy to acceptable format as specified in Schedule A1, the Publisher, with the agreement of the Author, will make those corrections and revisions. The actual costs of such changes will be applied against the Author’s royalty account.

(b) In the event the Author does not deliver the Index in form and content acceptable to the Publisher, within the time period established by the Publisher in consultation with the Author, the Publisher shall apply a reasonable charge to the Author’s Royalty Account for expenses incurred by the Publisher to compile the Index.

(c) The Author shall make every reasonable effort to obtain original material for the Work. The Author will provide the Publisher with written permissions necessary for the use of material which is not original or he/she does not own, and all fees and expenses for the use of such material

will be borne by the Author. The Publisher shall make available to the Author Permission Verification Forms that have been approved by the Publisher for the Author to list copyrighted material for which permission has been obtained. If permissions are not obtained within two (2) weeks after the Work is delivered and the Author is unable to obtain these permissions, the Publisher has the right (but not the obligation) to take such action as shall be required to obtain the necessary permissions. Any permission charges or other expenses incurred by Publisher in securing such permissions (including reasonable legal fees), shall be charged to the Royalty Account.

2. MANUSCRIPT EDITING

The Publisher may edit the Work in accordance with the Publisher's style of capitalization, punctuation, spelling, and usage.

3. AUTHOR'S CORRECTIONS

The Author agrees to read, correct, and promptly return to the Publisher within thirty (30) days, all proofs of the Work in accordance with the Publisher's specified schedule. Author alteration costs in excess of ten percent (10%) of the cost of the original composition, and any expenses incurred by the Publisher in the making of Illustrations replacing those originally submitted with the Work, shall be charged to the Royalty Account. In the event that correction of proofs is not returned within thirty (30) days, the Publisher shall have the right to publish the Work without the approval of the Author.

4. PRODUCTION AND SALE

The Publisher will, subject to the terms and conditions of this Agreement, publish the Work in a format and style that it deems appropriate, and

- (i) except as provided in Paragraph 3 above, assume all costs of the Publisher's editing, proofreading, typesetting, lithography, engraving, printing, binding, packaging, and all other manufacturing processes, and
- (ii) pay all costs of promoting, advertising, and selling the Work, the extent of which shall be determined by the Publisher. The Publisher shall have the sole right to determine the price at which the Work will be sold and the manner in which it will be promoted, advertised, and marketed.

5. COPYRIGHT

The Author hereby expressly grants, transfers, and assigns to the Publisher full and exclusive rights to the Work, including, without limitation, the copyright in the Work, all revisions thereof, and the right to prepare translations and other derivative works based upon the Work in all forms and languages for the full term of copyright, and all renewals and extensions thereof, throughout the World. The Publisher's exclusive rights include, without limitation, the right to reproduce, publish, sell, and distribute copies of the Work, selections therefrom, and translations and other derivative Works based upon the Work, in print, audiovisual, electronic, or by any and all media now or hereafter known or devised, and the right to license or authorize others to do any or all of the foregoing throughout the World.

The Publisher will register copyright in the Work in the name of the Publisher in compliance with the United States Copyright Law.

6. ROYALTIES

(a) The Publisher agrees to pay the Author (or someone designated by the Author), and the Author shall accept as payment in full for writing and delivering the Manuscript, Illustrations, and Index, for the performance of all of the obligations of the Author hereunder, and for all the rights granted to the Publisher pursuant to this Agreement, the following amounts:

- (i) For copies of the English language editions of the Work in print or eBook format sold by the Publisher throughout the World, **12%** of the Publisher's net receipts (as defined in Paragraph 6(d) below).
- (ii) On translations, licensing sales, electronic database sales, excerpts, abridgments, deep discount sales (sales at a discount of fifty percent (50%) or greater of the Publisher's established list price of the Work), the Publisher shall pay royalties at one-half (½) the rate set forth in Paragraph 6(a)(i) above in respect of the Publisher's net receipts. In the event the Work is included in an electronic database with other works, or is otherwise exploited in combination with other works, royalties shall be apportioned by Publisher in its sole discretion, exercised in good faith.

(b) In the event the Publisher exercises any of the rights of the Publisher pursuant to Paragraph 5 above and a royalty is not specifically provided for, the royalty which shall be payable to the Author shall be one-half (½) of the

rate set forth in Paragraph 6(a)(i) above in respect of the Publisher's net receipts.

(c) Notwithstanding the above, no royalty will be paid on copies of the Work furnished gratis for review, advertising, promotion, bonus, sample, or like purposes, or on copies of the Work sold at less than Publisher's cost, or on any copies returned to Publisher for any reason, or on copies of the Work sold to the Author. Free use of the rights granted herein may be made by the Publisher to promote the sale of copies of the Work and the rights therein.

(d) For purposes of this Agreement, the Publisher's "net receipts" from sales shall mean monies received by the Publisher from such sales less adjustments for discounts, credits, and returns. Royalties will not be paid on prepaid transportation, postage, insurance, and taxes. The Publisher's "net receipts" from licensing or assignment shall mean monies received by the Publisher less any specified costs of such licensing or assignment.

(e) All payments made under the terms of this Agreement will be subject to Federal income tax withholding, as required by the United States Internal Revenue Code.

(f) All royalties and other income accruing to the Author under this Agreement shall be credited to an account maintained on the records of the Publisher (the "Royalty Account"), which Royalty Account will be charged for all amounts paid or payable to Author, including any advance payments, and for all amounts Author is charged, or obligated to pay, pursuant to this Agreement.

(g) If there are several Authors to this Agreement, the royalty due is to be apportioned as indicated: **1/2 to Michael Friendly, 1/4 to David Meyer, and 1/4 to Achim Zeileis**

7. ACCOUNTS

(a) The Publisher will render to the Author statements of sales made (hereinafter referred to as the "Statement"), the Publisher's net receipts, fees, and other monies received from licensing, if any. These Statements will be rendered semi-annually in August of each year for the six (6) months ending as of the preceding June 30th, and in February of each year for the six (6) months ending as of the preceding December 31st (hereinafter referred to as the "Accounting Period"). Subject to the provisions of this Agreement, the Statement will be accompanied by a check (or funds electronically deposited into an Author's bank account) for any monies shown to be due by such Statement. If less than fifty dollars (\$50.00) (one-hundred dollars (\$100.00) for an electronic payment) is shown to be due in any Accounting Period, the Publisher may defer payment thereof until the

next period in which fifty dollars (\$50.00) (or one-hundred dollars (\$100.00) if an electronic payment) or more is shown to be due. No Statement will be sent to an Author if no payment is due.

(b) If any person comprising the Author has received an overpayment of money from the Publisher or has an outstanding monetary obligation to the Publisher, whether arising out of this Agreement or any other agreement(s) with the Publisher, the Publisher may deduct the amount of such overpayment or outstanding obligation from the Royalty Account or any sums due to such person under this Agreement.

8. FREE AND DISCOUNT COPIES

Upon first publication of the Work in book form, each Author named herein shall be entitled to receive from the Publisher, without charge, **eight (8)** copies of the Work. The Author shall also be entitled to purchase additional copies of the Work for the Author's personal use at a discount of twenty-five percent (25%) 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.

9. AUTHOR'S WARRANTIES

(a) The Author represents and warrants to the best of his/her knowledge and belief that:

- (i) he/she has the full right and authority to enter into this Agreement and to grant the rights granted to the Publisher;
- (ii) he/she has not previously assigned, transferred, or otherwise encumbered such rights;
- (iii) the Work shall be original by the Author;
- (iv) the Work will not infringe upon any statutory or common law copyright or violate any law or government regulation;
- (v) the Work will not contain any matter which will be libelous or otherwise injurious or in violation of any right of privacy or any other personal or proprietary right of any third party; and
- (vi) the Work contains no material which is inaccurate, nor contains any statement, instruction, material, or formula that involves

the foreseeable risk of injury to readers or users of the Work.

Should any material be submitted for publication in the Work which, in the opinion of the Publisher, may result in a breach of any of the foregoing warranties, the Publisher shall have the right to publish the Work without such material or not publish the Work at all. Nothing contained herein shall be deemed to impose upon the Publisher any duty of independent investigation, nor shall any independent investigation by the Publisher relieve the Author of the Author's obligations hereunder.

(b) The Author represents and warrants that, except as previously disclosed to the Publisher in writing, the Author has not aided in the preparation of, and is not under any obligation to any other publisher or person, to prepare any publication directly competitive with the Work, or which could interfere with his/her performance of this Agreement, or interfere with or impair the sale of the Work.

(c) The Author and Publisher shall each promptly inform the other of any claim, demand, or suit made against it in connection with the Work. The Author shall fully indemnify and hold the Publisher harmless against any loss, damage, cost, or expense (including reasonable counsel fees) which may be sustained or incurred by the Publisher by reason of any claim, demand, investigation, suit, or recovery arising out of the breach or alleged breach of any of the foregoing warranties.

(d) The Publisher shall have the right to defend any such suit through counsel of its own choice and the right to settle any such suit on such terms as the Publisher shall deem advisable; provided, however, that the Author shall not be responsible for indemnifying the Publisher for any settlement made without the Author's consent, which consent shall not be unreasonably withheld or delayed.

(e) In the event of a claim or suit against the Publisher which, if sustained, would constitute a breach of any of the Author's warranties, the Publisher shall have the right to withdraw the Work from distribution and withhold royalties which become due to the Author, pursuant to this Agreement, pending a final determination of such claim or suit. The Publisher shall have the right to apply any such withheld royalties to the reduction of any of the obligations of the Author to the Publisher contained in this Paragraph 9.

(f) Author's representations, warranties, and indemnities as stated herein may be extended by Publisher to third party licensees and grantees, and Author shall be liable thereon as if such representations, warranties, and indemnities were originally made by Author to them.

The provisions of this Paragraph 9 shall survive the termination of this Agreement.

10. OTHER PUBLICATIONS

The Author agrees, so long as the Work remains in print, to refrain from editing and/or preparing for another publisher any work that shall directly compete with the sales of the Work. The Author may, however, draw on and refer to material contained in the Work in preparing articles for publication in professional journals, for teaching purposes, and for delivery at professional meetings and symposia, provided appropriate credit is given to the Publisher and the Work.

11. DESIGNATION AS AUTHOR

The Publisher shall have the right to designate the Author as the Author of the Work, and, if the Author be more than one, in such manner and order as the Publisher may determine, in its reasonable judgment, fairly reflects the Authors' relative contributions to the Work, and to use the Author's name and likeness in advertising and promoting the Work and derivative works based on the Work, and other commercial use in connection with the Work. Where there is more than one Author, a single Author shall be designated Lead Author for the purpose of dealing with the Publisher.

12. IMPRINT

The Work will be published initially under the imprint of Chapman & Hall/CRC, or such other imprint as the Publisher deems suitable for the Work.

13. REVISIONS OR NEW EDITIONS

(a) Subject to the terms and conditions hereof, if the Publisher determines that a revision or new edition of the Work is desirable, it shall request each person comprising the Author to participate in the preparation of the revision or new edition pursuant to a schedule established by the Publisher in consultation with the Author. Each person so requested to participate shall advise the Publisher in writing within ninety (90) days whether he/she will participate in the preparation of such revision or new edition.

(b) The Publisher may select a successor to any person comprising the Author to participate in the preparation of a revision or new edition, or may designate the remaining persons comprising the Author to complete such revision or new edition, under the following circumstances:

- (i) the death, incapacity, or inability of any person comprising the Author to effectively participate in a timely manner pursuant to Publisher's schedule in the preparation of such revision or new edition;
- (ii) the failure of any person comprising the Author to advise the Publisher in writing within the specified ninety (90) day period that he/she will not participate; or
- (iii) the failure or inability of any person comprising the Author to prepare the revision or new edition, or collaborate in its preparation, in a timely manner pursuant to the Publisher's schedule.

If the failure to revise the Work is due to the Author's death, the Author's estate shall be entitled to one-half (½) the sums which would have accrued to the Author for the revised edition if he/she had participated in its publication. On the following edition, the deceased Author's estate will be entitled to one-quarter (¼) of the paid royalty. Thereafter, the Author's estate shall have no proprietary interest in the Work and no further rights to the accrued royalty.

(c) Any royalties or other compensation payable to any successor of a person comprising the Author in respect of any revision or new edition of the Work shall be deducted from any royalties or other compensation which may be or become due to the person or persons comprising the Author who is or are succeeded. In the event any person comprising the Author does not participate in a revision or new edition of the Work, the Publisher shall have no obligation to request such person to participate in any subsequent revision or new edition of the Work. If the nonparticipating Author's contribution to the Work in the new edition is substantial, he/she shall be entitled to a royalty negotiated to the satisfaction of all parties.

(d) When publishing revisions or new editions, and in the promotion thereof, the Publisher may give credit to the Author and any successor of a person comprising the Author, in such order and manner which, in the judgment of the Publisher, fairly reflects their relative contributions to such revision or new edition, and, if appropriate, in the reasonable judgment of the Publisher, omit the name or names of the person or persons comprising the Author who do not participate or collaborate in such revision or new edition.

(e) All terms and conditions of this Agreement applicable to the first edition of the Work, excluding any grants and advance payments, shall apply to each revision or new edition thereof, unless otherwise provided herein.

14. OUT-OF-PRINT PROVISIONS

If at any time the Publisher determines that the demand for the Work is insufficient to warrant its continued publication, the Publisher may declare the Work out-of-print. In such event, the Author shall have the right to purchase the Publisher's stock of the Work, if any, at one-quarter (¼) of the Publisher's established list price, but not below cost. The Work will not be deemed out-of-print if it is on sale by the Publisher in any form permitted hereunder, or if it is under option, or if any license granted by the Publisher is outstanding.

If the Publisher declares the Work out-of-print, then, upon the Author's written demand, the print (but not the eBook or any electronic product) rights granted by the Author under this Agreement will revert to the Author and this Agreement will terminate, subject to any outstanding licenses, and except for Paragraph 9. If there are multiple Authors under this Agreement, they will take individual ownership, in proportion to their respective shares of the royalties under this Agreement, of all rights jointly owned by them at the time of termination. The termination of this Agreement will not affect the Publisher's continuing right to sell all remaining bound copies and sheets of the Work and derivative works on hand at the time of termination.

15. NON-DELIVERY OF THE WORK

If the Author for any reason fails to deliver to the Publisher any of the materials as set forth in Paragraph 1 of this Agreement in form and content satisfactory to the Publisher by agreed upon dates, the Publisher shall have the right, upon thirty (30) days written notice to the Author, to terminate this Agreement without any further obligation or liability to the Author. In the event that this Agreement is terminated by the Publisher pursuant to this Paragraph 15, the Author shall return to the Publisher all payments, if any, theretofore made to the Author hereunder within one-hundred and twenty (120) days of the date of termination of this Agreement, and the Publisher shall return all unpublished materials to the Author.

16. GENERAL PROVISIONS

(a) This Agreement is the entire agreement between the parties relating to the Work. It supersedes all previous oral and/or written representations or agreements relating to the Work and may not be modified or amended, nor may any of its terms or provisions be waived, except by a written instrument executed by the parties affected by such modification, amendment, or waiver.

(b) All obligations, liabilities, warranties, and covenants of the Author pursuant to this Agreement shall be joint and several, so that each person comprising the Author

shall be obligated with respect to the performance of the Author as if he/she were the sole Author.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and assigns, except that the Author's obligations may not be assigned without the Publisher's prior written consent, and any assignment without such consent shall be null and void.

(d) It is agreed that the Author is for all purposes of this Agreement an independent contractor, and the Author is in no respect an agent, employee, or joint venture of Publisher.

(e) Neither the Author nor the Publisher shall be liable, nor shall the Work be deemed out-of-print, because of any delay caused by acts of God, restrictions imposed by law or government regulation, shortages in supply of material or labor necessary for the preparation or production of the Work, or other similar or dissimilar acts beyond their reasonable control. In no event shall either the Author or the Publisher be liable for special, incidental, or consequential damages.

(f) This Agreement, regardless of the place of its physical execution, shall in all respects be governed by and construed in accordance with the internal law, and not the law pertaining to conflicts or choice of law, of the State of Florida. Each of the parties to this Agreement hereby expressly and irrevocably agrees and consents that any suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively and only on a state or federal court sitting in Miami, Florida, and, by execution of this Agreement, each of the parties hereto expressly waives an objection that it may have now or hereafter to the laying of venue or to the jurisdiction of any such suit, action, or proceeding in Miami, Florida, and each of the parties to this Agreement further irrevocably, exclusively, and unconditionally submits to the personal jurisdiction of any state or federal court sitting in Miami, Florida in connection with any such suit, action, or proceeding.

17. ELECTRONIC SIGNING OF AGREEMENT

All parties of this Agreement agree to execute this Agreement by electronic signature and agree to be subject to the provisions of the U.S. E-SIGN Act (i.e., the [Electronic Signatures in Global and National Commerce Act \(ESIGN, Pub.L. 106-229, 14 Stat.464](#), enacted June 30, 2000, [15 U.S.C. Ch. 96](#)).

IN WITNESS WHEREOF, the parties hereto have duly electronically executed this Agreement effective the last date signed.

AUTHOR INFORMATION:

Name: _____

PLEASE NOTE:

Royalty Statements and any non-electronic monetary payments *will be sent to your permanent domicile*. Also, we prefer to send all correspondence sent via postal services and complimentary copies to this location.

REQUIRED – Permanent Domicile (no P.O. Box address, please):

Street: _____

City, State/Province, Zip/Postal Code: _____

Country: _____

Citizenship: _____

Primary Phone: _____

Alternate Phone: _____

Fax: _____

Email: _____

Business / Academic Information:

If you would like complimentary copies and all correspondence, **excluding Royalty information**, sent to the address below, please indicate YES here: _____

Affiliation: _____

Street: _____

City, State/Province, Zip/Postal Code: _____

Country: _____

Author's Signature _____

Date _____

, Publisher – _____

Date _____

John Kimmel, Executive Editor, Statistics • Tel: 949-240-4328 • Email: john.kimmel@taylorandfrancis.com

Taylor & Francis Group, LLC, 6000 Broken Sound Parkway NW, Suite 300, Boca Raton, FL 33487

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_____, Publisher –

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