

# ACADEMIC ELEMENTS AUTHOR AGREEMENT

(the 'Agreement')



# CAMBRIDGE UNIVERSITY PRESS

EFFECTIVE DATE:		(the 'Effective Date')
BETWEEN:		
1	<b>The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department:</b> <b>Cambridge University Press</b> <b>University Printing House</b> <b>Shaftesbury Road</b> <b>Cambridge CB2 8BS</b> <b>UK</b> <b>('Cambridge')</b>	
AND:		
2	<b>Stefan Östersjö</b> <b>Luleå University of Technology</b> <b>stefan.ostersjo@ltu.se</b>	<b>David G. Hebert</b> <b>Western Norway University of Applied Science</b> <b>David.Gabriel.Hebert@hvl.no</b>
	<b>Nguyễn Thanh Thủy</b> <b>Malmö Academy of Music</b> <b>thanh-thuy.nguyen@kmh.se</b>	<b>Henrik Frisk</b> <b>Royal College of Music</b> <b>henrik.frisk@kmh.se</b>
(individually and/or collectively, the 'Author') (each a 'Party' and, together, the 'Parties')		

## BACKGROUND:

- A** Cambridge publishes multiple series of concise, original, authoritative, and peer-reviewed pieces of work, (each piece of work an 'Element' or, together, 'Elements'), in digital format, as part of a short-format publishing program called "**Cambridge Elements**".
- B** Each series is edited by leading experts in the field who are responsible for commissioning content for publication.
- C** This Agreement pertains to the production and publication of a new Element for publication in a Cambridge Elements series entitled:  
  
**Elements in Twenty-First Century Music Practice** (the 'Series') edited by Simon Zagorski-Thomas (the 'Series Editor(s)')
- D** The new Element for publication in the Series shall be written by the Author, in accordance with the terms of this Agreement, and is provisionally entitled:  
  
**Transcultural Musicianship and Research: Methods for Shared Listening and Performance**  
 (the 'Work')

Cambridge and the Author 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  
 ANNEX A: Series notes for Elements authors

SIGNED: \_\_\_\_\_

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

SIGNED: \_\_\_\_\_

**Stefan Östersjö**

SIGNED: \_\_\_\_\_

**David G. Hebert**



SIGNED: \_\_\_\_\_  
**Nguyễn Thanh Thủy**



SIGNED: \_\_\_\_\_  
**Henrik Frisk**

## SECTION I                      SPECIFIC TERMS AND CONDITIONS

### 1        THE WORK

- 1.1        The Author shall create and deliver the Work in accordance with the terms and conditions of this Agreement. The Work shall comprise the following Components, to be delivered by the Author to the Series Editor(s) in accordance with the Technical Specifications listed below and in accordance with the provisions of Clause 4, Section II:

Components:	Responsibility:	Description: (eg length / quantity / quantity)	Technical Specifications: (eg file types / delivery requirements)	Delivery Date
<b>Final Typescript:</b>	Written by Author	A minimum of 20,000 words and a maximum of 30,000 words including all notes and references	To be delivered electronically as MS Word file(s)	<b>31 January 2022</b>
<b>Figures / illustrations / audio / video etc (Assets)</b>	To be created and/or sourced by Author.  Author to indicate the intended location of all Assets within the Final Typescript but supply Assets as separate files	A maximum of 10 colour and 10 black & white <b>illustrations.</b>	To be delivered electronically as TIFF / JPEG or EPS files <ul style="list-style-type: none"> <li>• minimum resolution of 300 dpi for halftones</li> <li>• minimum 1200 dpi for line illustrations</li> </ul>	With Final Typescript
		A maximum of 01 Video Files.	To be delivered electronically as MP\$ files in accordance with guidelines from Cambridge	With Final Typescript
<b>Permissions Clearance:</b>	Rights cleared by Author, at the expense of Author	Written evidence of Permissions Clearance for all relevant Third-party Materials	To be delivered as executed permissions licence(s)	With Final Typescript

- 1.2        The Author shall deliver the Work, and each relevant Component listed in Clause 1.1 above, on or before the date(s) specified above.
- 1.3        The Author agrees that the Work will be subject to additional peer-review following its delivery to the Series Editor(s) and, in the event that the Series Editor(s) determine in their sole discretion that the Work requires revisions in order to meet publishable standards, the Author shall work in collaboration with the Series Editor(s) to undertake the necessary revisions.

### 2        FEE

- 2.1        Cambridge shall, on delivery and acceptance of the Final Typescript of the Work pay the Author a fee of **GB£150/US\$200** (the 'Fee(s)').

### 3        GRATIS COPIES

- 3.1        Cambridge shall provide a number of gratis copies of the Work to the Author, (or to each individual Author, if applicable), as listed below:

3.1.1        Paperback: 6

### 4        UPDATING/ADAPTING THE WORK

- 4.1        Following the initial publication of the Work, Cambridge may propose to the Author that the Work requires updating or adapting in order to enable continued publication of the Work, including to adapt for new market conditions. In the event that the Author consents to Cambridge's proposal(s), the Author shall undertake the updates and/or adaptations necessary on terms to be mutually agreed in an addendum to this Agreement. In the event that the Author is unwilling or unable to undertake such updates/adaptations, or fails to reply within 3 (three) months of the date of the proposal, Cambridge shall be entitled to commission a third-party to do so.

### 5        ORDER OF PRECEDENCE

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

## SECTION II STANDARD TERMS AND CONDITIONS

### 1 DEFINITIONS

1.1 The following definitions apply in this Agreement:

- 1.1.1 **Asset(s):** those materials listed in Clause 1.1, Section I which are to be included in the Work and which may be the Author's own original materials, or, sourced from third-parties (and for which Permissions Clearance may be required);
- 1.1.2 **Component(s):** any component or components listed in Section I which, together, form the Work;
- 1.1.3 **Delivery Date(s):** the date(s) specified in Clause 1.1, Section I for the delivery of the Work and any individual Components;
- 1.1.4 **Final Typescript:** the version of the text of the Work which is submitted by the Author to the Series Editor(s) prior to final peer-review and any revisions required pursuant to Clause 1.3, Section I;
- 1.1.5 **Permissions Clearance:** the acquisition of the right to include Third-party Materials in the Work (from the correct third-party copyright owner or controller), in all forms, media, languages, territories and editions;
- 1.1.6 **Proof(s):** the version(s) of the Work produced by the typesetter of the Work;
- 1.1.7 **Submitted Manuscript Under Review (SMUR):** Any pre-publication version of the Work up to, but not including, the version of the Final Typescript which is peer-reviewed and accepted for publication by Cambridge.
- 1.1.8 **Technical Specifications:** specifications pertaining to the delivery requirement(s), method(s) and format(s) for all Components of the Work, as detailed in Clause 1.1, Section I;
- 1.1.9 **Term:** the full legal period of copyright in the Work, including all copyright renewals, revivals and extensions;
- 1.1.10 **Third-party Materials:** any textual, illustrative, audio, video or any other copyright-protected material(s) included in the Work, or any Component, in which the copyright is owned or controlled by a third-party;
- 1.1.11 **Work:** the original literary work, as described in Section I, including any and all Components listed in Clause 1.1, Section I.

### 2 GRANT OF 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 right to produce, publish, reproduce, distribute and sell the Work, and/or any adaptation or abridgement of the Work, in all forms and media and in all languages throughout the world together with the exclusive right to sublicense such rights, in whole or in part, to third-parties.
- 2.2 Copyright in the Work remains the property of the Author. The copyright notice to be displayed on every copy of the Work shall be in the Author's name and shall follow the format indicated below:

2.2.1 © [Author name(s)] [Year of publication]

- 2.3 The Author hereby asserts the Author's moral right always to be identified as the author of the Work in accordance with the provisions of the UK Copyright, Designs and Patents Act 1988.

### 3 PUBLICATION

- 3.1 Subject to Clause 4.4 below, Cambridge shall at its own risk and expense, and subject to its final approval of the Work, publish the Work in the Series 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, 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, 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 Components prepared by the Author.

### 4 DELIVERY

- 4.1 The Author shall deliver the Work in accordance with the **Series Notes for Elements Authors** provided by Cambridge, the current version of which is attached hereto in Annex A.
- 4.2 The Author shall deliver the Work, (including all the Components for which the Author is responsible, as detailed in Clause 1, Section I), to the Series Editor(s) on or before the Delivery Date(s). In the event of any anticipated failure to meet the Delivery Date(s), the Author shall notify Cambridge immediately.
- 4.3 In the event of such notification, Cambridge may at its sole discretion, use reasonable endeavours to agree new Delivery Date(s) with the Author for the affected Component(s). In the event that the Author and Cambridge fail to agree, or in the event that the Author fails to adhere to any renegotiated Delivery Date(s), Cambridge may, at its sole discretion decline to publish the Work and terminate this Agreement.
- 4.4 In the event that the delivered Work does not meet the standard that might reasonably be expected by Cambridge, Cambridge may either, at its sole discretion:
  - 4.4.1 inform the Author within 12 weeks of its receipt of the Work and give the Author the opportunity to revise the Work so it meets the standards required and shall agree a new Delivery Date accordingly; or
  - 4.4.2 decline to publish the Work and terminate this Agreement.

- 4.5 If Cambridge terminates this Agreement under this Clause 4 or under Clause 17.2 or Clause 17.3, the Author shall return any monies paid to the Author pursuant to this Agreement (including without limitation any advances) to Cambridge within 30 (thirty) days of receipt of a formal notification from Cambridge to do so.

## **5 TECHNICAL SPECIFICATIONS**

- 5.1 The Author shall use best endeavours to ensure that all the Components for which the Author is responsible, (as detailed in Clause 1, Section I), meet their Technical Specifications and, in the event of any anticipated deviation from the Technical Specifications, the Author shall notify Cambridge in a timely manner.
- 5.2 In the event of such timely notification, Cambridge and the Author shall use reasonable endeavours to agree new Technical Specifications for the affected Component(s). In the event that the Author and Cambridge fail to agree, or in the event that the Author fails to adhere to any renegotiated Technical Specifications, Cambridge may, at its sole discretion:
- 5.2.1 reject any Components delivered by the Author which do not meet the Technical Specifications, or
  - 5.2.2 charge any costs to the Author which are incurred by Cambridge as a result of any Components not being delivered to their Technical Specifications.

## **6 PRODUCTION**

- 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 check the Proofs of the Work 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 Work that should be reviewed by a legal advisor to mitigate the risk of third-party claims.

## **7 THIRD-PARTY MATERIALS**

- 7.1 Should the Work contain any Third-party Material(s) which require Permissions Clearance in order to be included in the Work, the Party responsible under Clause 1.1, Section I will obtain (and, if applicable, provide copies to Cambridge of) written Permissions Clearances for all such Third-party Material(s).
- 7.2 All Permissions Clearances must include the rights to publish Third-party Material(s) within the Work in all languages, territories, forms and editions.
- 7.3 All Permissions Clearance fees charged by third-parties shall be paid by the Party responsible under Clause 1.1 of Section I.

## **8 PROOF CORRECTION**

- 8.1 In the event that the Author makes any alterations to the Proofs of the Work (other than any alterations necessary to correct errors made by (i) the printer, (ii) Cambridge or (iii) any independent contractor engaged by Cambridge), then Cambridge reserves the right to charge any costs associated with such alterations to the Author.

## **9 SUBSIDIARY RIGHTS LICENSING**

- 9.1 Pursuant to Clause 2 above, Cambridge has the exclusive right to commercially exploit the rights licensed hereunder by licensing the subsidiary rights in the Work to reputable third-parties.
- 9.2 The Author shall refer to Cambridge any enquiries the Author may receive regarding the exploitation of subsidiary rights in the Work and shall not undertake any negotiations purporting to be on behalf of Cambridge in such regard.
- 9.3 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 in accordance with the relevant organisation's licence terms prevailing at the time.
- 9.4 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.

## **10 ACCOUNTING**

- 10.1 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.
- 10.2 Fees 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:
- 10.2.1 either, a valid tax invoice to Cambridge or informing Cambridge of the Author's tax registration number; and
  - 10.2.2 completing a self-billing agreement (or local equivalent) where necessary.
- 10.3 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.

**11 GRATIS COPIES**

- 11.1 Following publication of the Work in the relevant format(s), the Author shall receive from Cambridge the number(s) of gratis copies of the Work specified in Section I.
- 11.2 Cambridge shall provide the Author with complimentary access to the Series as published on Cambridge's online publishing platform. Such access shall be for personal use only and the Author must adhere to the terms and conditions of Cambridge's online publishing platform (as updated from time to time).
- 11.3 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.
- 11.4 All gratis copies of the Work, complimentary access and 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.

**12 GREEN OPEN ACCESS**

- 12.1 Notwithstanding the exclusive licence granted by the Author to Cambridge under Clause 2 above, the Author may, at any time, post a SMUR version of the Work on the Author's personal website and/or the Author's institutional repository; provided that the Author shall remain solely responsible for securing Permissions Clearance to include any Third-party Material(s) in the SMUR and such exploitation of the same on a Green Open Access basis.
- 12.2 Any posting of the SMUR under this Clause 12 must be accompanied by a link to the most recent version of the Work found on Cambridge's online publishing platform.
- 12.3 For the avoidance of doubt, the rights permitted under this Clause do not include the right of the Author, or any other party, to sell or otherwise commercially exploit or otherwise distribute copies of the Work or any excerpts therefrom.

**13 OTHER PERMITTED REUSE OF THE WORK**

- 13.1 Notwithstanding the exclusive licence granted by the Author to Cambridge under Clause 2 above, the Author shall, following publication of the Work by Cambridge, have the non-exclusive right to create and publish an adapted version of the Work (an "Adapted Work") provided that:
  - 13.1.1 the extent of the adaptation of the Work is significant and the Adapted Work is clearly distinguishable from the Work;
  - 13.1.2 all copies of the Adapted Work acknowledge that it is derived from the Work and include a link to the most recent version of the Work found on Cambridge's online publishing platform.
- 13.2 Further notwithstanding the exclusive licence granted by the Author to Cambridge under Clause 2 above, the Author may, following publication of the Work by Cambridge, reuse any Assets which are the Author's own creation, subject to acknowledgement of the Work.
- 13.3 For any other reuse of the Work which is not provided for in this Agreement, the Author must approach Cambridge to request permission.

**14 JOINT AUTHORSHIP**

- 14.1 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.
- 14.2 If authorship of the Work 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.

**15 WARRANTIES**

- 15.1 The Author hereby warrants to Cambridge that:
  - 15.1.1 The Author is the sole owner of the copyright in the Work and has the right to enter into this Agreement;
  - 15.1.2 The Work is original to the Author and has not already been published in whole or in substantial part in any form;
  - 15.1.3 The Work contains nothing that is in any way an infringement of any existing copyright or licence or any other intellectual property right of any third-party;
  - 15.1.4 The Work contains 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;
  - 15.1.5 All statements contained in the Work 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;
  - 15.1.6 The Work does not contain any libellous, obscene, unlawful or otherwise objectionable material.
- 15.2 If, in the absolute discretion of Cambridge, the Work may be considered actionable in law, Cambridge may decline to publish the Work or to insist that the Author alter the text of the Work 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 and indemnity.
- 15.3 All warranties in this Clause shall survive termination of this Agreement.

**16 COPYRIGHT INFRINGEMENT**

- 16.1 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.

## **17 TERM AND TERMINATION**

- 17.1 This Agreement shall remain in force for the Term unless terminated earlier by the written mutual consent of the Parties.
- 17.2 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 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.
- 17.3 Cambridge may terminate this Agreement with immediate effect if the Author acts or is alleged to have acted in a manner that could materially injure Cambridge's reputation or jeopardise the success of the Work.
- 17.4 Upon termination of this Agreement, for any reason:
  - 17.4.1 Cambridge shall cease to have any liability towards the Author save as expressly provided by this Clause;
  - 17.4.2 The Author shall return all Fees to Cambridge within 30 days of termination;
  - 17.4.3 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
  - 17.4.4 Cambridge shall remove the Work from sale within a commercially-reasonable period of time.
- 17.5 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.

## **18 CONFIDENTIALITY**

- 18.1 The Author undertakes that the Author shall not at any time during this Agreement, and for a period of five years after its termination, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Cambridge (including the terms of this Agreement, market research information, marketing and editorial plans for the Work and projected sales for the Work).
- 18.2 The Author shall not use Cambridge's confidential information for any purpose other than to perform the Author's obligations under this Agreement.

## **19 FREEDOM OF INFORMATION**

- 19.1 The Author acknowledges that Cambridge is subject to the requirements of the 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.

## **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. In the case of the Author, the Author's personal representatives, successors or permitted assigns are defined as the 'Author's Estate'.
  - 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", "in particular", shall be deemed to be followed by the words "without limitation".

## **23 DEATH OF THE AUTHOR**

- 23.1 Should the Author be prevented by death from completing the Work, Cambridge may, at its election and with the consent of the Author's Estate:
  - 23.1.1 entrust the completion of the Work to a third-party, whom Cambridge shall remunerate at its sole discretion, and publish the Work, acknowledging the Author as appropriate; or

23.1.2 in the event that the Author's Estate does not consent to Clause 23.1.1 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 Components of the Work back to the Author's Estate.

23.2 In the event of Cambridge electing to publish the Work as described in Clause 23.1 above, 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 the Author's possession, custody or control at the time of his or her death or incapacity.

## **24 ENTIRE AGREEMENT**

24.1 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.

## **25 ANTI-BRIBERY AND CORRUPTION**

25.1 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, corruption, anti-slavery and human trafficking laws in the jurisdictions in which it operates ('the Acts'). 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, corruption, anti-slavery and human trafficking. The Author agrees to promptly notify Cambridge of any suspected or known breach of this Clause.

## **26 DATA PROTECTION**

26.1 The Author acknowledges and consents to Cambridge (including any member of our group, which means the other parts and departments of the University of Cambridge, including our and their subsidiary companies):

- 26.1.1 holding and processing the Authors personal data, which may include sensitive or special category personal data as defined in the applicable data protection legislation;
- 26.1.2 making such information available to third-parties and/or suppliers who provide products or services to Cambridge such as peer reviewers, typesetters, printers, advisers, regulatory authorities and governmental organisations; and
- 26.1.3 transferring such information to Cambridge's branches, business contacts and suppliers outside the European Economic Area;

for legal, administrative and publishing purposes and in order to fulfil its obligations under this Agreement. This Clause shall survive termination of this Agreement.

## **27 CONFLICT OF INTEREST**

27.1 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 your ability to perform your 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.

## **28 SEVERANCE**

28.1 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.

## **29 THIRD-PARTY RIGHTS**

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

## **30 FORCE MAJEURE**

30.1 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, accident, war, civil disorder, strike or any other cause beyond the Party's reasonable control.

## **31 INDEPENDENT CONTRACTOR**

31.1 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.

## **32 DISPUTE RESOLUTION AND GOVERNING LAW**

32.1 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.

32.2 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).

### **33 COUNTERPART SIGNATURES**

- 33.1 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.

## ANNEX A

**SERIES NOTES FOR ELEMENTS AUTHORS**

Information for Elements Authors can be accessed here: <https://www.cambridge.org/core/what-we-publish/elements/elements-information-for-authors/user-guides>