

TRANSLATION AND EDITORIAL SERVICES AGREEMENT

To: **Deleatur S.L.** of Riera de Sant Miguel 54, 08006 Barcelona, Spain ('You'/'Your')

This is to confirm the terms upon which [REDACTED] has commissioned You to provide services for the Work as described below. This Agreement is subject to the following terms and the attached Standard Terms and Conditions and any schedules.

Date:	
[REDACTED] ('the Work'):	[REDACTED] approximately one hundred and eighty thousand (180,000) words four hundred and forty (440) pages
Your Contribution to the Work ('Your Contribution'):	(a) a translation of the Work from English into neutral Spanish ('the Language') including the cover and jacket of the Work ('the Translation'); and (b) the editorial services specified in clause 2 below ('the Editorial Services')
Delivery Schedule ('the Delivery Schedule'):	Completion of Your Contribution – 22 April 2018
Fee ('the Fee'):	[REDACTED] [REDACTED] payable as follows: [REDACTED] payable within thirty (30) days of receipt of the invoice issued on or after the date of signature of this Agreement by both parties hereto; and [REDACTED] payable on delivery and approval of the completion of Your Contribution.

Please sign and return two (2) copies of this Agreement.

.....
Deleatur S.L.

.....
[REDACTED]

Standard Terms and Conditions

1. Delivery and Approval

- (a) You shall produce and deliver the Translation and carry out the [REDACTED] satisfaction in accordance with the dates specified in the Delivery Schedule above.
- (b) The Translation shall be faithful to the original text and rendered into the Language. The Translation shall be professionally competent and suitable for publication [REDACTED]. You may add explanations or minor modifications to the Translation for the sole purpose of achieving a competent idiomatic translation to aid comprehension by the reader of the Translation, provided that such explanations or modifications do not change the meaning or sense of the Work [REDACTED]. [REDACTED] may decline to publish the Translation if it does not fulfil these criteria (and their decision shall be final) and in such event [REDACTED] shall be entitled to terminate this Agreement and to recover the Fee.
- (c) To assist You in translating the Work, [REDACTED] shall provide You with the full text of the Work in the English language in electronic format (and in paper format if available).
- (d) You will take into particular account all of [REDACTED] comments on Your Contribution. At [REDACTED] request, without charge to [REDACTED] You will make any corrections or revisions to Your Contribution requested by [REDACTED]. If You are unable or unwilling to incorporate changes required by [REDACTED] to fulfil their concept for the Work [REDACTED] may make such revisions.
- (e) You shall, unless otherwise agreed in writing, be responsible for the commissioning of and the payment of fees to all contributors required (but not commissioned by [REDACTED]) for the purposes of completing Your Contribution. [REDACTED] reserves the right to approve the identity of each contributor.
- (f) If You fail to deliver Your Contribution in accordance with the Delivery Schedule or any revised date that may be agreed in writing, [REDACTED] shall be entitled to terminate this Agreement and to recover the Fee. Upon termination [REDACTED] shall be entitled to use any material or manuscripts that You may have delivered in whatever manner [REDACTED] thinks fit. If [REDACTED] subsequently incorporates into the Work any of the text or materials supplied by You and this constitutes a substantial part of the Work, You shall receive a proportion of the Fee calculated by [REDACTED] (in their sole discretion but after discussion with You) to reflect fairly Your contribution to the Work and taking account of any loss which [REDACTED] have suffered as a result of Your default.

2. Editorial Services

You shall:

- (a) comply fully with the editorial service instructions supplied to You by [REDACTED]
- (b) edit Your Contribution in accordance with [REDACTED] requirements;
- (c) ensure that the Translation is accurate and that no corrections will need to be made by [REDACTED]
- (d) typeset the Translation;
- (e) ensure that all fonts used in Your Contribution are agreed with [REDACTED] prior to commencement of the work. You shall obtain such fonts as are required to prepare the Translation;
- (f) in order to keep the Translation up-to-date and if requested by [REDACTED] on terms to be agreed, or in default of agreement on terms substantially the same as those contained herein, revise the Translation. If You neglect or are unable or unwilling for any reason or cause to revise the Translation, [REDACTED] may procure some other person to revise the Translation;
- (g) manage the project in close consultation with [REDACTED]
- (h) deliver Your Contribution on disc including the cover and jacket of the Work;
- (i) take responsibility for minor modifications of the font sizes or spacing of the original text of the Work solely in order to fit the Translation into the template;
- (j) ensure that an electronic version of Your Contribution is delivered to [REDACTED] in the format specified by [REDACTED]. You acknowledge that such electronic version of Your Contribution must be complete and must include all pages and all electronic documents used by You for the Work (including a ll

electronic artworks, EPS files, scans, etc) and that the final electronic versions shall be up to date and shall match the final printed version of the Work;

- (k) produce all pages on a Macintosh computer system and ensure that all pages (whether produced in QuarkXpress, InDesign or otherwise, as specified by [REDACTED] are produced in the same version as supplied by [REDACTED] unless otherwise agreed prior to Your commencement of work;
- (l) protect Your Contribution during production by creating and maintaining back-ups and duplicates (in electronic form or otherwise as appropriate) of each stage of production. You shall keep a copy of the final electronic version of Your Contribution for a period of no less than three (3) months after the final delivery date of Your Contribution;
- (m) for text PDF files: (i) create text PDF files ready to print; (ii) despatch said files to printer; (iii) approve plotters on behalf of [REDACTED] prior to print, including making any necessary corrections to the files and (iv) after plotter approval, upon [REDACTED] request, correct any errors found at Your sole cost;
- (n) create colour PDF files ready to print;
- (o) keep accurate records of and provide [REDACTED] upon request, with copies of all copyright assignments and moral rights waivers from third parties involved in the production of Your Contribution; and
- (p) participate, upon completion of Your Contribution, in a post-project review of the Work (if reasonably requested by [REDACTED])

3. **Assignment of Copyright**

- (a) You as beneficial owner hereby assign to [REDACTED] with full title guarantee all existing and future copyright, all design rights, all other intellectual property rights and all other related rights in Your Contribution (including all text, materials, typesetting and compilation provided by You under this Agreement) throughout the world.
- (b) You hereby waive Your moral rights including but not limited to the right to object to derogatory treatment of Your Contribution as provided for in Section 80 of the Copyright, Designs and Patents Act 1988 or similar moral rights legislation in other jurisdictions.
- (c) You undertake to obtain from any contributors commissioned by You: (i) an assignment of copyright to You (or to [REDACTED] directly) in all works created by such contributor; and (ii) a waiver of all moral rights in their work.

4. **Copyright Material**

- (a) You acknowledge that copyright subsists in the material that has been supplied to You for the purposes of providing Your Contribution ('the Material') and that You may only use the Material for the sole purpose of providing Your Contribution in accordance with the terms of this Agreement. The images, illustrations, text or any other part thereof and any other matter contained in the Material may not be used for any other purpose or in any other form. You may not alter the images or their position, or adapt or alter the pages or content of the Work in any other way without the prior express written permission of [REDACTED]
- (b) You shall: (i) restrict access to the Material to those directly involved in the production and publication of Your Contribution and shall ensure that it is stored safely and securely; (ii) at [REDACTED] request return the Material to [REDACTED] and any copies of any part thereof; and (iii) only make such number of copies of the Material as are strictly necessary for the provision of Your Contribution in accordance with the terms of this Agreement.

5. **Warranties and Indemnities**

- (a) You warrant to [REDACTED] and their licensees that:
 - (i) You have full power to make this Agreement, that Your Contribution is an original work, has not been published in any form throughout the world and is in no way whatever an infringement of any existing copyright or licence or is otherwise actionable at law;
 - (ii) You have obtained and/or will obtain assignments from all contributors commissioned by You of the copyright in all items created by them and all necessary permissions for the use of all quoted material to be used in Your Contribution;

- (iii) Your Contribution contains no defamatory or otherwise unlawful matter, or any material in breach of Official Secrets Acts or any matter which invades any individuals' rights of privacy and that all statements in Your Contribution purporting to be facts are true;
 - (iv) any recipe, instruction or formula in Your Contribution will not cause any injury, illness or damage to the user; and
 - (v) Your Contribution contains no obscene material.
- (b) You shall indemnify and keep [REDACTED] and any party whom [REDACTED] indemnify in the ordinary course of their business, indemnified against any loss, injury or damage occasioned to [REDACTED] in consequence of any breach of these warranties or arising out of any claim alleging that Your Contribution constitutes in any way a breach of these warranties. The indemnification shall include any legal costs or expenses and any compensation costs and disbursements paid by [REDACTED] on the advice of their legal advisers to compromise or settle any claim. [REDACTED] shall in the normal course of events consult with You before settling any claims.
- (c) In the event of any claim being made, [REDACTED] may retain any sum due from [REDACTED] to You under this or any other agreement between the parties until the final settlement of such claims and such sums retained by [REDACTED] shall be used by them to set off any liability of You to [REDACTED]
- (d) The above warranties and indemnities shall survive the termination of this Agreement.

6. **Fee**

In return for the supply of work in accordance with the provisions set out in this Agreement, [REDACTED] shall pay to You the Fee in the stages set out at the front of this Agreement.

You shall issue an invoice/s for the Fee upon receiving approval by [REDACTED] for the Contribution and in accordance with the attached 'Instructions for Sending an Invoice', including the PO Number, the title of the Work and the Work's ISBN supplied by [REDACTED]

7. **Termination**

- (a) In the event that You commit any material breach of this Agreement in connection with the production of Your Contribution, [REDACTED] may terminate this Agreement forthwith.
- (b) Upon termination of this Agreement You shall hand over to [REDACTED] all elements of Your Contribution undertaken by that date together with all contracts and contributor agreements and [REDACTED] shall be entitled to use such elements of Your Contribution in whatever manner [REDACTED] may think fit. You shall be entitled to reasonable payment for such elements of Your Contribution which have been approved up to the date of termination, such amount to be mutually agreed between the parties.
- (c) Should [REDACTED] or anyone acting on their behalf fail to fulfil or comply with any of the provisions of this Agreement within three (3) months of receipt by [REDACTED] of written notification from You of such failure, or should [REDACTED] go into insolvent liquidation other than for the purpose of amalgamation or reconstruction only, this Agreement shall terminate, without prejudice to any rights of [REDACTED] and any third party in respect of any agreements validly entered into by [REDACTED] prior to such termination and any claims either party may have against the other for damages or otherwise arising prior to the date of termination.

8. **Notices**

Any notice under this Agreement may be delivered or sent by first class recorded delivery post to the address of the party set out in this Agreement (or as otherwise notified from time to time) and such notice shall be deemed to have been received forty-eight (48) hours from the date of posting.

9. **Confidentiality**

- (a) The parties shall keep and procure to be kept secret and confidential all information disclosed or obtained as a result of the relationship of the parties under this Agreement and shall not use nor disclose the same save for the purposes of the proper performance of this Agreement or with the prior written consent of the other party.
- (b) The obligations of confidentiality shall not extend to any matter which the other party can show is in or has become part of the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or was in its written records prior to the date of signature of this

Agreement; was independently disclosed to it by a third party entitled to disclose the same; or is required to be disclosed under any applicable law, or by order of a court or governmental body or other competent authority.

10. **Headings**

The headings in this Agreement shall not affect its interpretation and are for convenience only.

11. **Definition of Parties and Assignment**

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties and each party's respective heirs, executors, administrators, successors and permitted assigns. Notwithstanding anything contained in this Agreement, [REDACTED] may assign this Agreement in whole or in part to any parent, subsidiary or affiliated company or to an assignee expressly assuming all of the obligations of [REDACTED] who or which acquires all or a substantial portion of [REDACTED] business.

(b) Your obligations under this Agreement are personal to You and may not be assigned or subcontracted without [REDACTED] prior written consent.

12. **Variation**

Any amendment or discharge to this Agreement must be in writing and signed by an authorised signatory of both You and [REDACTED]

13. **Entire Agreement and Third Party Rights**

(a) This Agreement (including any documents referred to herein) contains the entire agreement between the parties relating to its subject matter.

(b) Any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

14. **Waiver**

The waiver by either party of a breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. Any waiver of any breach of this Agreement shall be in writing.

15. **Governing Law and Jurisdiction**

This Agreement shall be governed by [REDACTED] and the parties hereto submit to the jurisdiction of the [REDACTED]

Instructions for sending an Invoice

To ensure prompt payment of your subsequent invoice, please adhere to the following:

1. The invoice must quote the Purchase Order Number (beginning "PO-")
2. The invoice should be an exact match for the purchase order
3. Please supply one invoice per purchase order.
4. Your invoice should be addressed to [REDACTED] unless otherwise instructed.
5. Sending your Invoice
Please send all invoices by post or email to:

[REDACTED]
[REDACTED]
[REDACTED]

Email (in PDF ONLY) to:

[REDACTED]

For email invoices please adhere to the following:

- Invoices are to be attached as PDFs and one PDF is to contain one invoice. Invoices in any other format cannot be processed.
- There can be multiple PDF invoices included in one email, please note that each PDF will be processed as one invoice.
- Only PDF attachments will be processed, so email content is not required and will not be read.
- If an email is received that does not contain PDF attachments, [REDACTED] will send an error notification reply to the sent invoice email and the message will be discarded.
- Only invoices should be delivered to [REDACTED] any other information, including additional non-PDF attachments, are discarded without notification.
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- The PDF attachment filenames can only contain the following characters: [A-Z], [a-z], [0-9], [], [_].
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- The email size cannot exceed 5Mb and emails larger than this are discarded without notification.

Please be aware that handwritten invoices cannot be processed automatically, so please type your invoice if possible.

Handwritten invoices can be entered manually, but this may delay processing.

This Purchase Order is subject to [REDACTED] standard conditions of purchase (version 1 January 2015) unless a separate written and signed agreement is in place between the Supplier and [REDACTED]. [REDACTED] does not accept Suppliers' standard terms of business.

By performing the services and/or delivering any goods requested under this Purchase Order you will be deemed to have accepted the [REDACTED] standard terms and conditions of purchase.

To view [REDACTED]
[REDACTED]