

Publishing Contract

This Contract is made on January 04 2015
between Loe Nguyen, whose residence address is
Long Xuyen, An Giang, Vietnam (hereinafter called the Author); and Scientific Research Publishing, Inc. USA,
whose principal place of business is 5005 Paseo Segovia Irvine, CA 92603-3334 USA. (hereinafter called the Publisher).

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. GRANT

The author hereby grants and assigns to the Publisher the exclusive rights to publish in the English language in book form (both in hard copy and online version) in all countries of the world, a Work now entitled
A User Modeling System for Adaptive Learning
(hereinafter called the Work), which title may be changed only by mutual consent in writing.

2. REPRESENTATIONS AND WARRANTIES

The Author represents that he is the sole proprietor of the Work and that the Work to the best of his knowledge does not contain any libelous matter and does not violate the civil rights of any person or persons, does not infringe any existing copyright and has not heretofore been published in book form. The Author shall hold harmless and indemnify the publisher from any recovery finally sustained by reason of any violations of copyright or other property of personal right; provided, however, that the Publisher shall with all reasonable promptness notify the Author of any claim or suit which may involve the warranties of the Author hereunder; and the Author agrees fully to cooperate in the defense thereof. The warranties contained in this article do not extend to drawings, illustrations, insofar as not furnished by the Author, or to any other material not furnished by the Author.

3. DELIVERY

The Author agrees to deliver to the publisher, a complete electronic text of the Work in Ms Word (hereinafter called the Script). If the Script shall not have been delivered within six (6) months after the date this agreement is signed the Publisher may, at its option, terminate this agreement by notice in writing posted or delivered to the Author.

4. PUBLICATION

The Publisher agrees to publish the Work in book form at the author's expense not later than twelve months after the delivery of the completed Work. In the event of delay from causes beyond the control of the Publisher, the publication date may be postponed accordingly, but not to exceed eighteen months from the delivery of the completed work.

The retail or wholesale pricing of the Work shall be wholly at the discretion of the Publishers. At its discretion, the Publisher may offer the Work at a discounted price, or sell the work acting as wholesaler to a retailer at a discounted price.

5. COPYRIGHT

The Publisher, upon first publication of the Work, agrees duly to copyright it with the relevant authority in the USA in the name of the Author, and to take all necessary steps to protect the copyright under the Universal Copyright Convention. The Author shall, upon the termination of the first term, make timely application for renewal of copyright under then existing copyright law and, provided this agreement shall then be in force and effect, the Author agrees to assign to the Publisher, for the renewal term of the copyright, the rights herein granted to the Publisher.

6. EDITING AND PROOFREADING

The Publisher shall make no changes in, additions to, or eliminations from the manuscript without the consent of the Author, and in order to obtain such consent, shall submit the copy-edited manuscript to the Author for his approval.

The Author agrees to return such proof to the Publisher with his corrections within thirty (30) days of the receipt thereof by him. The cost of alterations required by the Author, other than corrections of typesetting errors, in excess of fifteen percent (15%) of the original cost of composition, shall be charged against the earnings of the Author under this agreement or shall, at the option of the Publisher, be paid by the Author in cash; provided, however, that the Publisher shall upon request promptly furnish to the Author an itemized statement of such additional expenses, and shall make available at the Publisher's office the corrected proof for inspection by the Author or his representatives.

7. ROYALTIES AND LICENSES

The Publisher shall pay to the Author or his duly authorized representatives, the following advances and royalties;

(a) The Publishers shall pay to the Author a royalty as a percentage of net revenues accruing from the sale of the Work according to the *following schedule*. This royalty is calculated on the net return to the Publishers, either as a percentage of retail sales of the Author's Work by the Publishers or as a percentage of the net amount of revenue realized by wholesale on-selling of the Work to another retailer.

<500 copies	9%
500-1000 copies	12%
>1000 copies	15%

(b) Fifty percent (50%) of the proceeds of any license granted to another Publisher to bring out a reprint edition of the Work.

(c) No royalties shall be payable of copies furnished to the Author or on copies for review, sample, or other similar purposes, or on copies destroyed.

The Author or his duly authorized representatives shall have the right upon written request to examine the books of account of the Publisher insofar as they relate to the Work and any other of the Author's works under contract to the Publisher. Such examination shall be at the cost of the Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author shall be found to his disadvantage, in which case the cost shall be borne by the Publisher.

8. NOTIFICATION AND PAYMENT

The Publisher agrees promptly to advise the Author of the terms of any contracts entered into for any grant or license permitted under this agreement whenever the Author's share of the proceeds or royalty is one hundred dollars (\$100.00) or more. Such contracts shall be made available by the Publisher to the Author or his representative at the office of the Publisher, and a copy thereof will be furnished the Author upon his written request. The Author's share of such proceeds or royalty shall be promptly paid to him upon receipt by the Publisher.

9. AUTHOR'S COPIES

The Author shall be permitted to purchase copies for his personal use at a discount of forty percent (40%) of the retail price.

10. STATEMENTS AND PAYMENTS

The Publisher agrees to render semi-annual statements on July 31 and January 31 in each year following the publication hereof, showing an account of sales and all other payments due hereunder to June 30 and December 31 preceding said respective accounting dates. Payment then due shall accompany such statements.

11. REVERSION AND TERMINATION

(a) At any time after four years from the date of first publication, but not before, the Publisher may on three months' notice in writing to the Author or his representative discontinue publication, and in that event this agreement shall terminate and all rights hereunder shall revert to the Author at the expiration of said three (3) month period.

(b) If the Publisher shall, during the existence of this agreement, default in the delivery of semi-annual statements or in the making of payments as herein provided and shall neglect or refuse to deliver such statements or make such payments, or any of them, within thirty (30) days after written notice of such default, this agreement shall terminate at the expiration of such thirty (30) days without prejudice to the Author's claim for any monies which may have accrued under this agreement or to any other rights and remedies to which the Author may be entitled.

(c) If the Publisher shall fail to publish the Work within the period in Paragraph 4 provided, or otherwise fail to comply with or fulfill the terms and conditions hereof, or in the event of bankruptcy, etc., as in Paragraph 12 hereof provided,

this agreement shall terminate and the rights herein granted to the Publisher shall revert to the Author. In such event all payments theretofore made to the Author shall belong to the Author without prejudice to any other remedies which the Author may have.

(d) Upon the termination of this agreement for any cause under this Article or Article 12 hereof, all rights granted to the Publisher shall revert to the Author for his use at any time and the Publisher shall return to the Author all property originally furnished by the Author.

12. BANKRUPTCY AND INSOLVENCY

If a petition (solicit) in bankruptcy shall be filed by or against the Publisher, or if it shall be adjudged insolvent by any court, or if a Trustee or a Receiver of any property of the Publisher shall be appointed in any suit or proceeding by or against the Publisher, or if the Publisher shall make an assignment for the benefit of creditors or shall take the benefit of any bankruptcy or insolvency Act, or if the Publisher shall liquidate its business for any cause whatsoever, this agreement shall terminate automatically without notice, and such termination shall be effective as of date of the filing of such petition, adjudication, appointment, assignment or declaration or commencement of reorganization or liquidation proceedings, and all rights granted hereunder shall thereupon revert to the Author.

13. RESERVED RIGHTS

All rights in the Work now existing, or which may hereafter come into existence, not specifically herein granted are reserved to the Author for his use at any time. Reserved publication rights include, but are not limited to, the right to publish or cause to be published in any form, excerpts, summaries of the Work, thereof, not to exceed seventy-five hundred (7,500) words in length.

14. ASSIGNMENT

No assignment of this contract, voluntary or by operation of law, shall be binding upon either of the parties without the written consent of the other; provided, however, that the Author may assign or transfer any monies due or to become due under this agreement.

15. ARBITRATION

Any controversy or claim arising out of this agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining. Such arbitration shall be held in the State of **Delaware** unless otherwise agreed by the parties. The Author may, at his option, in the case of failure to pay royalties, refuse to arbitrate, and pursue his legal remedies.

16. NOTICES

Any written notice required under any of the provisions of this agreement shall be deemed to have been properly served by delivery in person or by mailing the same in paper or by electronic means to the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing; provided, however, that notices of termination shall be sent by **registered mail**.

17. WAIVER

A waiver of any breach of this agreement or of any of the terms or conditions by either party thereto, shall not be deemed a waiver of any repetition of such breach or in any wise affect any other terms or conditions hereof; no waiver shall be valid or binding unless it shall be in writing, and signed by the parties.

18. INFRINGEMENT

If during the existence of this agreement the copyright shall be infringed, the Publisher may, at its own cost and expense, take such legal action, in the Author's name if necessary, as may be required to restrain such infringement or to seek damages therefor. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in his name at his own cost and expense. Money damages recovered for an infringement shall be applied first toward the repayment of the expense of bringing and maintaining the action, and thereafter the balance shall belong to the Author, provided, however, that any money damages recovered on account of a loss of the Publisher's profits shall be divided equally between the Author and the Publisher.

19. DOCUMENTS

If any of the rights granted to the Publisher revert to the Author, the Publisher shall execute all documents which may be necessary or appropriate to revert all such rights in the Author.

20. LAW

This agreement shall be construed in accordance with the laws of the USA and the European Union.

21. INHERITANCE

This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and assigns of the Author, and upon and to the successors and assigns of the Publisher.

22. ALTERATION

This agreement may not be modified, altered or changed except by an instrument in writing signed by the Author and the Publisher.

23. APPROVAL

Notwithstanding anything to the contrary herein contained, the Publisher shall obtain the Author's written advance approval of any jacket or cover design, including the text thereof, to be used in connection with the Work, and of any contracts with third parties for the publication of the Work; which approval shall not be unreasonably withheld.

Scientific Research Publishing, Inc.:

(signed) _____

Name: _____ Scientific Research Publishing, Inc. USA

Address: _____ 5005 Paseo Segovia Irvine, CA 92603-3334 USA

Author :

Loc

(signed) _____

Name: _____ Loc Nguyen

Address: 1/4B Ton Duc Thang, Long Xuyen, An Giang, Vietnam

NOTE TO AUTHORS: Please print two copies of the contract and, after signing, send both to Scientific Research Publishing, Inc. , 5005 Paseo Segovia Irvine, CA 92603-3334 USA, enclosing a postal address to which one copy will be returned after being signed by a representative of the Publishers.