

**ACADEMIC AUTHOR AGREEMENT**

(the 'Agreement')

**CAMBRIDGE**  
UNIVERSITY PRESS

EFFECTIVE DATE: DD/MM/YYYY		(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>Dr Grégory Potel Aguilar</b> <b>Address</b> <b>COUNTRY</b> <b>EMAIL</b>	<b>Professor Ricardo A. Broglia</b> <b>Address</b> <b>COUNTRY</b> <b>&lt;ricardo.brogli@mi.infn.it&gt;</b>
(individually and/or collectively, the 'Author') (each a 'Party' and, together, the 'Parties')		

FOR: a work provisionally entitled:

**The Nuclear Cooper Pair: Structure and Transger Reactions**

(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

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

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

VCH

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

**Dr Grégory Potel Aguilar**

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

**Professor Ricardo A. Broglia**

## 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 Cambridge in accordance with the Technical Specifications listed below and in accordance with the provisions of Clause 4, Section II:

Components:	Responsibility of:	Description: (eg length / quantity / quantity)	Technical Specifications: (eg file types / delivery requirements)	Delivery Date/s
<b>Final Typescript:</b>	Author	A maximum of 500 pages in 247 x 174 mm format	To be delivered as electronic files in LaTeX format, with a corresponding PDF output produced therefrom	<a href="#">Click here to enter a date.</a>
<b>Illustrative Materials:</b>	Author	A maximum of <b>XX</b> in B&W only	To be delivered as electronic files in vector format, or with a minimum resolution of 300 dpi for halftones and 1200 dpi for line figures	With Final Typescript
<b>Permissions Clearance:</b>	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
<b>Index:</b>	Supplied by: Author At the expense of: Author	List of entries, coded into the Final Typescript	Further instructions to be provided by Cambridge	With Final Typescript
<b>Ancillary Materials:</b>	Author	To include: <b>XX</b>	To be delivered as: <b>XX</b>	<a href="#">Click here to enter a date.</a>

- 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.

### 2 ROYALTIES

- 2.1 Cambridge shall, in accordance with Clause 9, Section II pay the Author 10% of its Net Receipts from all revenue received by Cambridge from all sales and commercial exploitation of the Work, including subsidiary rights licence sales as described in Clause 10, Section II, with the following exceptions:

- 2.1.1 **Low-price Market Reprint(s):** 5% of Cambridge's Net Receipts from all copies sold; and  
 2.1.2 **Translation Rights Sales:** 40% of Cambridge's Net Receipts from all such rights sales (collectively, the 'Royalties')

### 3 DIVISION AND RECIPIENTS OF INCOME

- 3.1 All monies due to the Author under this Agreement shall be paid as follows:

- 3.1.1 Dr Grégory Potel Aguilar: **XX%**  
 3.1.2 Professor Ricardo A. Broglia: **XX%**

### 4 GRATIS COPIES

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

- 4.1.1 Hardback: 6  
 4.1.2 Paperback: 6 (if published)

### 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 **Ancillary Materials:** those materials listed in Clause 1.1, Section I which are to be produced and delivered by the Author as Components of the Work and which shall be published by Cambridge (online or otherwise) to support, supplement and promote the Work;
- 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 Cambridge;
- 1.1.5 **Low-price Market Reprint(s):** copies of the Work reprinted under a separate ISBN for sale on a territory-restricted, high-volume basis at a special low-price or high-discount to generate new markets for the Work;
- 1.1.6 **Illustrative Materials:** those materials listed in Clause 1.1, Section I which are to be included in the Work and may be the Author's own original materials, or, sourced from third-parties (and for which Permissions Clearance may be required);
- 1.1.7 **Net Receipts:** the amount Cambridge is actually paid by its customers in respect of sales of the Work (converted into sterling at a market exchange rate) excluding any value added tax or similar indirect tax and after deducting any delivery charges or other similar direct costs of sale and/or other commercial exploitations of the Work;
- 1.1.8 **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 which are the subject of this Agreement
- 1.1.9 **Proof(s):** the version(s) of the Work produced by the typesetter of the Work;
- 1.1.10 **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;
- 1.1.11 **Term:** the full legal period of copyright in the Work, including all copyright renewals, revivals and extensions;
- 1.1.12 **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;
- 1.1.13 **Work:** the original literary work, as described in Section I, including any and all Components listed in Clause 1.1, Section I.

#### 1.2 In this Agreement, all references to Cambridge include any member of Cambridge's group, which means the other parts and departments of the University of Cambridge, including our and their subsidiary companies.

### 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, 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 and the copyright notice for the Work 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 4.3 below, Cambridge shall, at its own risk and expense, publish the Work 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, (including all the Components for which the Author is responsible, as detailed in Clause 1, Section I), to Cambridge 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.

#### 4.2 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.

#### 4.3 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:

- 4.3.1 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
- 4.3.2 decline to publish the Work and terminate this Agreement.

4.4 If Cambridge terminates this Agreement under this Clause 4, or under Clause 21.2 or Clause 21.3 below, the Author shall return any monies paid to the Author pursuant to this Agreement (including without limitation any advance, if applicable) 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 which are the subject of this Agreement.
- 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 (not including any alterations necessary to correct any errors made by the printer, typesetters, Cambridge or any independent contractor engaged by Cambridge), then the costs associated with such alterations shall be borne by the Author after said costs exceed 5% of the total cost of composition of the Proofs.

## 9 ROYALTIES

- 9.1 Cambridge shall, during the Term and in accordance with Clause 11 of this Section II, pay the Royalties which are set out in Section I.
- 9.2 No Royalties shall be payable on copies of the Work which are:
  - 9.2.1 presented, free of charge, to the Author, the media or others, in the interests of the sale of the Work;
  - 9.2.2 destroyed by fire, water, general hostilities, in transit or otherwise; or
  - 9.2.3 sold at or below the cost of production of the Work.
- 9.3 Notwithstanding anything to the contrary, payment of any advances (if applicable) and Royalties under this Clause 9 shall be subject to the provisions of Clause 4.4 above.

## 10 SUBSIDIARY RIGHTS LICENSING

- 10.1 Cambridge shall use reasonable endeavours to commercially exploit the rights licensed hereunder by licensing the subsidiary rights in the Work to reputable third-parties.
- 10.2 The negotiation of and final agreement to terms of such commercial exploitation shall be in the sole control of Cambridge who shall not license any subsidiary rights in the Work without first notifying the Author, (such notification shall not apply to any licensing by Cambridge of 'quotation and extract' and 'reprographic reproduction' subsidiary rights).
- 10.3 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.
- 10.4 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.

- 10.5 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.

## **11 ACCOUNTING**

- 11.1 Cambridge shall calculate all sums due under the terms of this Agreement twice a year and shall pay the amount due within the following 6 months, (after deducting any sums advanced by Cambridge but not yet earned, including any advance on Royalties, if applicable, and any Royalties previously paid for copies of the Work that have subsequently been returned). Cambridge shall send a statement of account with each such payment.
- 11.2 In any accounting period in which the sum calculated is less than £50 (or equivalent currency as applicable), an account shall be rendered but no payment shall be made and the sum shall be carried forward to the next accounting period.
- 11.3 If there is a dispute over the amount due under this Agreement, the Author or the Author's duly authorised representative shall have the right to inspect the Cambridge's books of account relating to the Work by appointment during usual business hours and no more than once per annum. Such inspection will be at the Author's expense, except that Cambridge shall be responsible for paying all reasonable costs of such inspection if any error is found whose rectification shall result in an advantage to the Author of more than £50 (or equivalent currency as applicable) or 1% of the amount due to the Author in respect of the last preceding accounting period, whichever is the higher.
- 11.4 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.
- 11.5 Royalties 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:
- 11.5.1 either, a valid tax invoice to Cambridge or informing Cambridge of the Author's tax registration number; and
  - 11.5.2 completing a self-billing agreement (or local equivalent) where necessary.
- 11.6 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.

## **12 GRATIS COPIES**

- 12.1 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.
- 12.2 Further copies of the Work may be bought, directly from Cambridge, by the Author at a discount of 40% off the local list price.
- 12.3 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.
- 12.4 All gratis copies of the Work, 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.

## **13 GREEN OPEN ACCESS**

- 13.1 Notwithstanding the licence granted by the Author to Cambridge under Clause 2 above, the Author may post a version of the Work (or extracts of) in strict accordance with Cambridge's Green Open Access Books Policy, Version 2.0 ('the Policy'). The Policy can currently be found at <https://www.cambridge.org/core/services/open-access-policies/open-access-books/green-open-access-policy-for-books>. Such posting of the Work by the Author is permitted subject to the Author taking full responsibility and liability for securing Permissions Clearance to include any Third-party Material(s) in the Work and their exploitation on a Green Open Access basis.
- 13.2 Any posting of the Work under this Clause 13 must be accompanied by a link to the version of the Work as found on Cambridge's online publishing platform.
- 13.3 For the avoidance of doubt, the rights permitted under this Clause 13 do not include the right of the Author, or any other party, to sell or otherwise distribute copies of the Work or any excerpts therefrom.

## **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 AND INDEMNITY**

- 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 The Author agrees to indemnify Cambridge against any financial loss (including any legal costs and disbursements) that results from any finding by a court or arbitrator giving rise to a breach of, or from any settlement made on advice of counsel related to an allegation of breach of, the warranties set out in Clause 15.1 above.
- 15.3 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.
- 15.4 All warranties and the indemnity in this Clause shall survive termination of this Agreement.

## **16 NEW EDITIONS**

- 16.1 Where the Parties agree that there should be a new edition or an online update of the Work, the Author shall undertake such revision or updating on terms to be mutually agreed. In the event that the Author is unwilling or unable to undertake such revisions, or fails to reply within three months to the request, Cambridge shall be entitled to commission a third-party to do so and in such event, royalties paid to the Author shall be determined at the time by Cambridge based on the extent of the revisions undertaken by such third-party.

## **17 DERIVATIVE / LOCAL EDITIONS**

- 17.1 Cambridge may publish derivative or local editions of the Work to exploit the needs of a particular regional market and will notify the Author of such editions. Cambridge shall pay the Author the Royalties specified in Section I on all sales of any such derivative or local edition, unless otherwise mutually agreed. If Cambridge decides that there is a market for adaptations which require substantial changes to the content of the Work, these will be subject to the written mutual agreement of the Parties.

## **18 COLLECTIONS / BUNDLES**

- 18.1 Cambridge shall have the right to include the Work or extracts from the Work in any collection of writings or material sourced from third-parties and sold as a collection/bundle. The Author shall be appropriately acknowledged for any such usage and shall be paid an amount to be determined by Cambridge, based on a mechanism of Cambridge's own devising, which indiscriminately reflects the relative size or usage of the Author's contribution to the collection/bundle. Such mechanism shall be applied to all content, including the Author's, used in the said collection/bundle.

## **19 COPYRIGHT INFRINGEMENT**

- 19.1 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.

## **20 REMAINDERING**

- 20.1 Cambridge may dispose of by sale (at the best obtainable price) or otherwise the residue or part of the residue of any edition after not less than 2 years from first publication.

## **21 TERM AND TERMINATION**

- 21.1 This Agreement shall remain in force for the Term unless terminated earlier by the written mutual consent of the Parties.
- 21.2 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.
- 21.3 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.
- 21.4 Upon termination of this Agreement, for any reason:
  - 21.4.1 Cambridge shall cease to have any liability towards the Author save as expressly provided by this Clause;
  - 21.4.2 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
  - 21.4.3 Cambridge shall remove the Work from sale within a commercially-reasonable period of time.
- 21.5 All sums payable to the Author under the terms of this Agreement from sales of the Work up to the time of termination of this Agreement and until the Work is removed from sale, pursuant to Clause 21.4.3 above, shall continue to be paid to the Author.
- 21.6 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.

## 22 DEATH OF THE AUTHOR

- 22.1 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:
- 22.1.1 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
  - 22.1.2 in the event that the Author's Estate does not consent to Clause 22.1.1 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.
- 22.2 In the event of Cambridge electing to publish the Work as described in Clause 22.1 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 its possession, custody or control at the time of his or her death or incapacity.
- 22.3 In the event of Cambridge electing to publish the Work as described in Clause 22.1 above, or should the Author pass away *after* publication of the Work, all Royalties due to the Author under the terms of this Agreement shall be paid to the Author's nominated representative or the Author's Estate, subject to the remuneration by Cambridge of any third-party appointed under Clause 22.1 above and to the Author's Estate providing the appropriate legal documentation requested by Cambridge.

## 23 CONFIDENTIALITY

- 23.1 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) except as permitted by Clause 23.2 below.
- 23.2 The Author may disclose Cambridge's confidential information:
- 23.2.1 to the Author's representatives or advisers who need to know such information for the purposes of ensuring that the Author's obligations under this Agreement are fulfilled. The Author shall ensure that any representatives or advisers to whom the Author discloses Cambridge's confidential information comply with terms similar to those of this Clause; and
  - 23.2.2 as required by law, court order or any governmental or regulatory authority.
- 23.3 The Author shall not use Cambridge's confidential information for any purpose other than to perform the Author's obligations under this Agreement.

## 24 FREEDOM OF INFORMATION

- 24.1 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.
- 24.2 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.
- 24.3 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.

## 25 ASSIGNMENT AND SUBCONTRACTING

- 25.1 The Author may not assign any of the Author's rights or obligations under this Agreement without the prior written consent of Cambridge.
- 25.2 Cambridge may sub-contract all or any of its obligations under this Agreement to a third-party in accordance with publishing industry practice without notifying or obtaining the consent of the Author.

## 26 NOTICES

- 26.1 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.
- 26.2 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.

## 27 INTERPRETATION

- 27.1 The following interpretations apply in this Agreement:
- 27.1.1 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'.
  - 27.1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 27.2 Any words following the terms "including", "include", "in particular", shall be deemed to be followed by the words "without limitation".

## **28 ENTIRE AGREEMENT**

- 28.1 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.

## **29 ANTI-BRIBERY AND CORRUPTION**

- 29.1 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.

## **30 DATA PROTECTION**

- 30.1 Cambridge shall be entitled to:

- 30.1.1 hold and process the Author's personal data, which may include sensitive or special category personal data (as defined in the General Data Protection Regulation ((EU) 2016/679));
  - 30.1.2 make 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
  - 30.1.3 transfer 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.

## **31 CONFLICT OF INTEREST**

- 31.1 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.

## **32 SEVERANCE**

- 32.1 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.

## **33 THIRD-PARTY RIGHTS**

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

## **34 FORCE MAJEURE**

- 34.1 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.

## **35 INDEPENDENT CONTRACTOR**

- 35.1 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.

## **36 DISPUTE RESOLUTION AND GOVERNING LAW**

- 36.1 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.
- 36.2 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).

## **37 COUNTERPART SIGNATURES**

- 37.1 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.



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