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## **Memorandum of Agreement**

BETWEEN the Syndicate of the Press of the University of Cambridge (hereinafter referred to as 'the Syndicate') on behalf of the Chancellor, Masters, and Scholars of the University of Cambridge, University Printing House, Shaftesbury Road, Cambridge, CB2 8BS UK of the one part and

**Shravan Vasishth**  
**Department of Linguistics**  
**University of Potsdam**  
**14476 Potsdam**  
**Germany**  
**vasishth@uni-potsdam.de**

**Felix Englemann**  
**Department of Linguistics**  
**University of Potsdam**  
**14476 Potsdam**  
**Germany**  
**Felix.englemann@uni-potsdam.de**

hereinafter called 'the Author', which expression shall where the context permits include the Author's legal personal representatives heirs and assigns, of the other part. In the case of joint or multiple authorship, the word 'Author' is used collectively and the signing authors each have equal rights (subject to clause 15(e) hereof) and responsibilities under this Agreement.

IT IS MUTUALLY AGREED between the parties hereto as follows:

### **Description of the Work**

1. The Author is to write, is writing, or has written a work, as detailed in the Schedule attached to and forming part of this Agreement, provisionally entitled:

**Sentence Comprehension as a Cognitive Process: A Computational Approach**  
(hereinafter called 'the Work').

### **Production and publication**

2. (a) The Syndicate shall at its own risk and expense produce the Work and publish it throughout the world within a reasonable time of delivery and acceptance of the final typescript of the Work by the Syndicate unless prevented by circumstances beyond its control. The Syndicate shall have entire control of such production and publication in all forms and media. The paper, printing, binding, title, 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 of any subsequent edition shall be in the Syndicate's sole discretion. Decisions on the design, jacket and/or cover shall be made by the Syndicate after consulting the Author.

(b) Notwithstanding 2 (a) above, publication of the Work by the Syndicate is subject to the Syndicate's approval of the final typescript.

#### **Grant of rights**

3. (a) In consideration of and subject to the terms, conditions and payments set forth in this Agreement the Author hereby grants to the Syndicate for the legal term of copyright and any extensions thereof the sole and exclusive right and licence to produce and publish and itself further to license the production and publication of the Work or any adaptation or any abridgement of the Work in all forms and media and in all languages throughout the world together with the sole and exclusive right to lease to others those volume and subsidiary rights specified in clause 11 hereof. Copyright in the Work shall remain the property of the Author and the copyright notice to be printed on every copy of the Work shall be in his/her name.
- (b) The Author hereby asserts his/her 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.

#### **Delivery**

4. (a) The Author shall deliver the Work, which shall be prepared to a standard acceptable to the Syndicate and shall conform to the specification set out in the Schedule hereto, by the date(s) specified therein complete and ready for production.
- (b) In the event of the Author failing to fulfil the requirements of clause 4(a) hereof the Syndicate and the Author shall attempt to agree upon another date as final delivery date. In the event of the Syndicate and the Author failing so to agree or in the event of the Author failing to deliver the Work complete and ready for production by an agreed final delivery date, the Syndicate may decline to publish the Work. If the Syndicate does so decline this Agreement shall automatically terminate.
- (c) In the event that the Syndicate declines to publish the Work under the terms of this clause 4, the Author shall have no claim for compensation, including but not limited to, compensation for loss of opportunity, royalties or furtherance of reputation.

#### **Permissions**

5. (a) On or before delivery of the final typescript of the Work the Author shall provide the Syndicate with such written permissions as are required to make use of any textual or illustrative material that is to be included in the Work and of which the copyright is not the Author's, and the Syndicate undertakes to assist and advise the Author in this task. Such permissions shall wherever possible cover the non-exclusive right to use the said material in print and electronic editions of the Work in all languages throughout the world and in all revised editions of the Work, and where they do not the Author shall notify the Syndicate of the fact when providing the written permissions.
- (b) All fees charged for such usage shall be paid by the Author. The Syndicate shall itself be entitled but not required to obtain all or any necessary permissions and to deduct from any moneys due to the Author such sums as may have been paid by it but which are by virtue of this clause 5 the responsibility of the Author.

#### **Production programme and proof correction**

6. (a) As soon as practicable after delivery by the Author in accordance with clause 4 above the Syndicate in consultation with the Author shall prepare a programme for the production and publication of the Work. The Author and the Syndicate shall use best endeavours to perform the tasks thereby allocated to each within the periods

specified therein. The Author is responsible for proofreading and shall show due diligence in checking the proofs (text and artwork) of the Work.

(b) The cost of alterations to the proofs of the Work (text and artwork) by the Author (except corrections of errors made by printer, publisher and any independent illustrator) exceeding 5% of the cost of composition shall be borne by the Author.

### **Index**

7. If in the opinion of the Syndicate an index is required it shall be supplied by the Author or, if the Author so requests, by the Syndicate at the Author's expense.

### **Loss or damage**

8. In the absence of negligence on its part or on the part of its employees the Syndicate shall not be responsible for any loss or damage to the original typescript of the Work or to copies thereof or to any illustrations or other materials supplied by the Author while they are in its custody, in transit, or in course of production. The Syndicate's responsibility shall not in any event extend beyond the reasonable cost of replacing any lost or damaged materials. The Author agrees to retain an additional copy of all materials prepared by the Author.

### **Royalties**

9. During the legal period of copyright the Syndicate shall pay to the Author:

**Hardback edition** a royalty of 5% of the Syndicate's receipts from all copies sold.

**Paperback edition (if published)** a royalty of 7.5% of the Syndicate's receipts from all copies sold.

**Online or eBook edition (however sold)** a royalty of 10% of the Syndicate's receipts from all sales.

In the event of a Low-price Market Reprint of the Work, royalties shall be payable at half the lowest of the rates specified above for each edition, and sales of the said Reprint shall not contribute to the attainment of any higher rate(s).

“Low-price Market Reprints” are defined as 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 and includes reprints undertaken for student markets and school adoptions outside the Syndicate's primary sales areas.

10. No royalties shall be paid in respect of the following:

- (a) copies of the Work presented to the Author, or to others, or to the press;
- (b) copies of the Work destroyed by fire, water, general hostilities, in transit or otherwise;
- (c) copies of the Work sold at or below cost of production.

### **Volume and subsidiary rights**

11. During the legal period of copyright the Syndicate shall use reasonable endeavours to obtain revenue from the sale of volume and subsidiary rights in the Work in all forms and media, such rights defined as those leading to a publication by a third party in which the Syndicate makes little or no direct investment and takes little or no direct

risk. The negotiation of and final agreement to terms of exploitation of volume and subsidiary rights shall be in the control of the Syndicate who shall not lease the rights under (a) and (c) below without first obtaining the approval of the Author, which shall not be unreasonably withheld and which shall be deemed to have been given if no reply has been received by the Syndicate within four weeks of the date of despatch to the Author of the request therefor.

The Syndicate shall pay the Author the following percentages of all moneys received by it in respect of the leasing of the following subsidiary rights:

(a) (i) First Serial (the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper beginning before publication of the Syndicate's first edition of the Work) 50%

(ii) Second (and subsequent) Serial (the right to publish one or more extracts from the Work in successive issues of a periodical or newspaper beginning at or following publication of the Syndicate's first edition of the Work) 50%

(iii) Dramatisation/Documentary 50%

(iv) Film 50%

(v) Single-Voice Readings 50%

(vi) Translation 50%

(vii) Anthology 50%

(viii) Digest (the right to publish an abridgement or condensation of the Work) 50%

(ix) Single Issue (the right to publish the complete Work in a single issue of a journal, periodical or newspaper) 50%

(x) Mechanical Reproduction (the right to reproduce the Work by mechanical means in audio or video or a combination of both except in so far as such reproduction is covered by (iv) hereof) 50%

(b) (i) Quotation and Extract 50%

(ii) Reprographic Reproduction 50%

The Author understands that works published by the Syndicate are included under the terms of this Agreement in the non-exclusive licensing schemes operated by such Reproduction Rights Organisations as the Copyright Licensing Agency (UK), the Copyright Clearance Center (USA) and the Copyright Agency Limited (Australia) and that any payments due for the copying of the Work under the said schemes shall be made in accordance with the licence terms then prevailing.

(c) (i) Any book club, reprint or adapted edition published in the English language by another publisher under licence from the Syndicate for a royalty payment 50% of the Syndicate's receipts from such royalties

(ii) Any book club, reprint or adapted edition manufactured by the Syndicate and sold to the licensee at a royalty-inclusive price 10% of the Syndicate's receipts from such sales

(d) The Author understands that the Syndicate 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.

(e) The Author accepts that the Syndicate may enter the text of the Work into the corpus of written English which informs the Syndicate's publications in the field of English Language Teaching for the purpose of linguistic analysis and research (but not for publication), on the understanding that all entries to the Corpus are anonymised, that access to the Corpus is restricted, and that the Corpus and any citing of text from the Corpus are directly controlled by the Syndicate.

### **Author's copies**

12. (a) Each Author shall receive six free copies of the hardback edition of the Work and two free copies of any paperback edition. Further copies for personal use (but not for resale) may be bought by the Author as follows: from the Syndicate's Americas Branch at a discount of 40% off the American list price where the Author lives in America; from the Syndicate's Australia Branch at a discount of 40% off the Australian list price where the Author lives in Australia or New Zealand; from the Syndicate's Asia Branch at a discount of 40% off the Asian list price where the Author lives in Asia; from the Syndicate's office in Cambridge, England at a discount of 40% off the UK list price where the Author lives in any other part of the world.

(b) The Author shall be entitled to buy copies of any other print work published by the Syndicate for personal use (but not for resale) from the relevant Branch as provided under (a) above at the Branch's author discount terms prevailing at the time.

### **New edition**

13. (a) Where the Syndicate decides that there should be a new edition of the Work, the Author shall, if the Author so desires, revise the Work according to an agreed extent and by an agreed date.

(b) Where the Author is responsible for revising the Work the resultant new edition shall be subject to a new contract.

(c) In the event that the Author is unwilling or unable to revise the Work, the Syndicate shall be at liberty, upon giving written notice to the Author, to commission a third party to do so. Royalties paid to the Author on the resultant new edition shall be determined at the time by the Syndicate in the light of the extent to which it differs from the Work.

### **Derivative editions**

14. The Author understands that:

(i) the Syndicate may publish derivative editions of the Work under its own imprint or jointly branded with another company, defined as an adaptation or a bilingualization or localization of all or part of the Work to exploit the needs of a particular regional market, working where appropriate with a local company. The Syndicate shall be at liberty, in consultation with the Author, to commission a third party (including where appropriate a local company) to undertake the work of adapting or bilingualizing or localizing. Financial terms to the Author on the derivative edition shall be reasonably determined at the time by the Syndicate in light of the business-model for the derivative edition and the extent to which it differs from the Work.

(ii) the Syndicate may from time to time be faced with the prospect of publishing the Work in a manner which does not conform to the description in (i) above or to any other in this Agreement, and that in such a case the Syndicate shall discuss said project with the Author in good faith, again reasonably determining the financial terms in light of the business-model for the said publication and the extent to which it differs from the Work.

### **Accounting**

15. (a) An account shall be taken annually of all sums due to the Author under the terms of this Agreement in each year up to 31 December and the amount due accordingly shall be paid to the Author by the May next following. The Syndicate shall deduct

from the said account any moneys advanced to the Author by the Syndicate but not yet earned, including but not limited to royalty advances and fees and any royalties previously accounted to the Author on the Work but not due in consequence of copies of the Work being returned unsold or otherwise.

(b) In addition to (a) above an account shall be taken of royalties due to the Author at 30 June of each year from sales of the Work made from the beginning of the year and from sales from the beginning of the year of any other work or works which the Syndicate has published or is to publish under another agreement or other agreements with the Author. If the total royalty due at 30 June (that is the total royalty due to the Author from the beginning of the year to 30 June from sales of the Syndicate's edition of the Work and sales of the Syndicate's edition of any other relevant work or works) exceeds £250/US\$400/AUD\$400 then the said total royalty shall be paid to the Author by the November of that year as an advance on the moneys to be paid to the Author by the May of the following year under (a) above.

(c) In any year in which the sum calculated to be due is less than £50, an account shall be rendered but no payment shall be made to the Author unless expressly demanded and the sum shall be carried forward to the next accounting date.

(d) The Author or his/her duly authorised representative shall have the right to inspect the books of account of the Syndicate relating to the Work by appointment during the usual business hours and the Syndicate 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 1% of the amount due to the Author in respect of the last preceding accounting period whichever is the higher.

(e) The Author directs that all royalties and other income of whatever nature due under this Agreement shall be paid as follows:

**Shravan Vasishth**                      50%

**Felix Englemann**                      50%

### **Warranty and indemnity**

16. The Author hereby warrants to the Syndicate, its licensees, printers and distributors that the Work is original to him/her; has not been previously published in book form; contains nothing that is in any way an infringement of any existing copyright or licence, or duty of confidentiality, or duty to respect privacy, or any other right of any person or party whatsoever; contains nothing libellous or unlawful; that all statements contained therein purporting to be facts are true and that any recipe, formula, instruction or equivalent contained therein will not, if followed accurately, cause any injury or damage to the user; that s/he has full power to make this agreement; and that s/he will indemnify and keep the Syndicate indemnified against any loss, injury or damage (including any legal costs and disbursements paid by the Syndicate to compromise or settle any claim) occasioned to the Syndicate in consequence of any breach of this warranty.

If in the absolute discretion of the Syndicate the Work may be considered actionable in law, the Syndicate reserves the right to decline to publish the Work or to alter, or to insist that the Author alter, the text of the Work as it deems appropriate for the purpose of modifying or removing any passage which may be considered so actionable, but any such alteration shall be without prejudice to and shall not affect the Author's liability under this warranty and indemnity.

All warranties and indemnities herein contained shall endure for the legal term of copyright and are binding on the Author's heirs and assigns and shall survive the termination of this Agreement.

### **Copyright infringement**

17. It is agreed that if the Syndicate considers that the copyright in the Work has been or is likely to be infringed it shall on giving notice to the Author of such infringement be at liberty to take such steps as it may consider necessary for dealing with the matter and if it desires to take proceedings it shall, on giving the Author an undertaking in writing to pay all costs and expenses and to indemnify the Author against all liability for costs, be entitled to use the Author's name as a party to such proceedings, but at the same time to control, settle or compromise as it sees fit. The Syndicate shall further be entitled to take urgent proceedings in its own sole name for interlocutory relief without prior notice to the Author. Any profits or damages which may be received in respect of any infringement of copyright shall after deduction of all costs and expenses be divided equally between the Author and the Syndicate.

### **Remaindering**

18. The Syndicate shall have the power at its discretion to 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 two years from first publication. In respect of copies disposed of by sale at a price greater than cost, and when royalties are provided for under the terms of this Agreement, the Author shall be entitled to receive a royalty on the Syndicate's receipts as specified therein.

### **Term and termination**

19. (a) Subject to the later provisions of this clause, this Agreement shall endure for the legal term of copyright in any given copyright jurisdiction unless terminated earlier by the written mutual consent of the parties. This Agreement shall automatically terminate in any given jurisdiction in which the legal term of copyright expires.
- (b) Either party may terminate this Agreement forthwith by notice in writing if there is a material or persistent breach by the other party of any term of this Agreement, which is not capable of remedy, or if it is capable of remedy has not been remedied within 30 days of the service of written notice to the defaulting party specifying the breach and requiring it to be remedied.
- (c) Should the Author engage in any act that indicates dishonesty or moral turpitude that could materially injure the Syndicate's reputation or jeopardize the success of the Work; or if the Author is charged with an indictable offence involving dishonesty or moral turpitude, the Syndicate may terminate this Agreement and may also take mitigating action as it sees fit in relation to the Work, including but not limited to, suspension of publication and production of the Work or withdrawal of the Work from sale pending the conclusion of the legal process.
- (d) 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.
- (e) Upon termination of this Agreement, all rights granted herein shall revert to the Author, without prejudice to any rights of the Syndicate or of third parties in respect of contracts or negotiations properly entered into prior to the date of such reversion.

### **Confidentiality**

20. The Author understands that in the course of performing its responsibilities under this Agreement, the Syndicate shall from time to time disclose to the Author information that is proprietary and/or confidential to the Syndicate, including but not limited to the terms of this Agreement, market research information, marketing and editorial plans for the Work and projected sales for the Work. The Author agrees to maintain

the confidentiality of all information he/she receives from the Syndicate that is not readily available from a public source and not to disclose such information in a way that could be prejudicial to the Syndicate or the success of the Work. This clause shall survive the termination of this Agreement.

#### **Data Protection**

21. The Author understands that the Syndicate acts in accordance with the Data Protection Act 1998 and that Personal Data has the meaning given to it under said Act. The Syndicate will use the Author's Personal Data in connection with the administration of and publication of the Work (and any other work of the Author's published by the Syndicate), and as may be further detailed in the Syndicate's Privacy Policy (<http://www.cambridge.org/policy/privacy/>) which may be revised from time to time. The Author understands that the Author's Personal Data may be transferred to the Syndicate's offices throughout the world, namely Europe, the Middle East and Africa; the Americas; and Asia-Pacific, in order for the Syndicate to fulfil its obligations under this Agreement. This clause shall survive termination of this Agreement.

#### **Bribery and corruption**

22. The Author understands that the Syndicate acts in accordance with the UK Bribery Act 2010. The Author and the officers of the Syndicate shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, and both parties shall comply with the Syndicate's Anti-Bribery and Corruption Policy ([http://www.cambridge.org/policy/abc\\_policy/](http://www.cambridge.org/policy/abc_policy/)) which may be revised from time to time.

#### **Assignment and subcontracting**

23. (a) Neither party to this Agreement may assign any of its rights or obligations under this Agreement without the consent of the other party, such consent not unreasonably to be withheld.
- (b) A noted exception to this clause is that the Syndicate may, at its own discretion but in line with recognized publishing practice, subcontract certain of its responsibilities under this Agreement to a third party.

#### **Arbitration and governing law**

24. (a) If any difference shall arise between the Author and the Syndicate touching the meaning of this Agreement or the rights or liabilities of the parties hereunder, then the parties shall attempt in good faith to settle it by negotiation. In the event that the parties are unable to settle their difference by negotiation, then the same shall be referred to the arbitration of two persons (one to be named by each party) or their umpire, in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof.
- (b) This Agreement shall be interpreted in all respects in accordance with the Law of England and shall be subject to the exclusive jurisdiction of the English courts.

#### **Miscellaneous**

25. (a) *Notices* - Any notice given under this Agreement shall be in writing and may be served by post, fax 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 to be served 48 hours after it was posted, or if it was served by fax or email,



at the time of transmission if within normal business hours failing which the next business day.

(b) *Entire agreement* - This Agreement contains the entire and only agreement between the Author and the Syndicate 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 upon the parties unless it is in writing and signed on behalf of the Author and the Syndicate.

(c) *Severance* - If any provision of this Agreement shall be prohibited by law or adjudged by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

(d) *Third parties* - This Agreement does not create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Agreement.

(e) *Force majeure* - 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 (other than strikes by the Party's employees or those of its direct suppliers) or any other cause beyond the reasonable control of the said party. However, in the event that such default or delay continues for a period of more than 90 days, the non-defaulting party shall have the right to terminate this Agreement on 30 days' written notice unless the default or delay is cured within the 30-day notice period.

(f) *No partnership* - Nothing in this Agreement shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the Author and the Syndicate.

(g) *Interpretation* - The headings in this Agreement are for convenience only and shall not affect its interpretation.

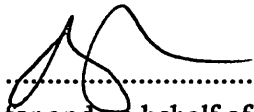
AS WITNESS the hands of the parties

.....  
**Shravan Vasishth**

.....  
(date)

.....  
**Felix Englemann**

.....  
(date)

  
.....  
for and on behalf of the Syndicate  
of the Press of the University of Cambridge  
**HMB**

10/3/15  
.....  
(date)

## **SCHEDULE**

### **Author**

Shravan Vasishth  
Felix Englemann

### **Title of the Work**

Sentence Comprehension as a Cognitive  
Process: A Computational Approach

## **TEXT**

### **Extent**

A minimum number of 80,000 words  
A maximum number of 120,000 words

### **Medium of delivery**

As electronic file in **MS Word** format  
with a typescript printed therefrom (the  
electronic file being the master version,  
so that in the case of discrepancy  
between electronic file and typescript the  
former will be followed)

## **ILLUSTRATIVE MATERIALS**

### **Quantity**

A maximum number of 100 black and  
white line illustrations

### **Medium of delivery**

All illustrations as camera ready copy

### **DATE OF DELIVERY**

**31 July 2019**