

THIS AGREEMENT is dated 25th day of September 2024 **BETWEEN PARTIES**

- (1) **Professor Dr. Anton Kirchhofer**, Englische Literaturwissenschaft, Institut für Anglistik und Amerikanistik Universität Oldenburg, D-26111 Oldenburg, Germany, **Dr. Anna Auguscik**, Lecturer and Research Fellow English and American Studies, CVO Universität Oldenburg, Germany, **Dr. Saswat S. Das**, Associate Professor, Humanities and Social Sciences, Indian Institute of Technology (IIT), Kharagpur- 721302, West Bengal, India, **Dr. Ananya Roy Pratihar**, Assistant Professor, General Management and Strategy, Institute of Management and Information Sciences (IMIS), Bhubaneswar-752101, Odisha, India (the "Editor" which expression shall, where the context admits in the case of an edited or co-edited work, mean the volume editor or editors as applicable and which shall, where the context and this agreement admit, include the Editor's assigns, heirs, executors or administrators); and
- (2) **Bloomsbury Publishing India Pvt. Ltd.**, DDA Complex, Building No. 4, ,Second Floor, Pocket C-6&7, Vasant Kunj, New Delhi 110070 ("Publishers") which expression shall where the context admits include any publishing imprint subsidiary of or company associated with the Publishers and Publishers' administrators assigns or successors in business as the case may be).

BACKGROUND

- (A) The Editor is the original editor of the work, and owner of the copyright in the Editor's Part of the work provisionally entitled:

Problematizing Post-anthropocentrism in the Anthropocene (the "Work")

the details of which are more specifically described in Clause 1 below.

- (B) The Publishers are publishers of books and book related materials (including, but not limited to electronic books and other digital products) and the parties have agreed that the Publishers shall publish the Editor's Part of the Work, on the terms and conditions set out below.
- (C) All capitalized terms shall have the meaning ascribed to them in Appendix 1 hereof (the "Definitions")

OPERATIVE PART

1. DESCRIPTION OF THE WORK:

Working Title: Problematizing Post-anthropocentrism in the Anthropocene

Working Sub-title:

Original ISBN:

Extent / Word Count of the Work approximately but not more than 90,000 words. The word limit shall include any notes, bibliography, and other preliminary and end matter, of a character and extent agreed by the Publishers

Extent/Word Count for the Introduction: 10,000 words

Number of Colour Photographs or Illustrations: -

Number of Black and White Photographs or Illustrations:

Delivery Date for the Work: 30th March, 2026

Delivery Date for the Introduction: 30th March, 2026

Failure to meet the above-mentioned Delivery Date(s) might result in cancellation of the Agreement in accordance with Clause 4.5 herein.



Abstracts and Keywords: The Editor agrees to supply the Publishers with an abstract and keywords for the full text of the Work, and a separate abstract and keywords for each chapter.

Index: The Editor agrees to supply the Publishers with an Index within three weeks after receipt by the Editor of page proofs or other material from which the Index can be generated. If the Editor fails to do so, the Publishers may prepare the Index and shall be entitled to be reimbursed by the Editor, or at the Publishers' discretion to deduct from any sum due to the Editor, the cost of such preparation.

2. MORAL RIGHTS

The Publishers acknowledge and agree that the Editor is the original owner of the copyright in the original text of the Editor's Part of the Work supplied hereunder and the Editor hereby: (a) asserts the Editor's moral right to be identified as the author of the Editor's Part of the Work in accordance with Section 17 of the INDIAN COPYRIGHT ACT 1957 and (b) warrants that ownership of copyright in the Editor's Part of the Work has not been granted to any other party.

3. ASSIGNMENT OF COPYRIGHT

- 3.1 In consideration of the mutual obligations of the parties under this Agreement (including payment by Publishers of the royalties set out in Clauses 16 to 18 below) the Editor hereby grants to the Publishers the sole and exclusive right and licence, **for the full legal term of copyright**, including all extensions, renewals, revivals and reversions thereof to produce, reproduce, adapt, publish, store, market, exploit, communicate, make available, rent, sell, distribute and display the Work or any adaptation, abridgement or part thereof, **in all countries, bases and locations throughout the world in all languages** and in all forms, formats and media whether now known or hereinafter invented (including but not limited to hardback and paperback, Electronic and Audio Formats and all other forms and formats set out in this Agreement) and the sole and exclusive right to exercise and/or to further licence the subsidiary or associated rights in the Work described in Clause 17 (Subsidiary Rights) in both print and Electronic Format (to the extent that the nature of a particular right does not inherently preclude either format)..
- 3.2 All rights not expressly granted to the Publishers under this Agreement (as well as "Public Lending Right") are reserved by the Editor, but the Editor will not exercise or authorise any party to exploit any reserved right in a way that will impair the value of any of the rights granted to the Publishers under this Agreement.

4. DELIVERY

- 4.1 The Editor shall at the Editor's expense write, compile or edit and deliver to the Publishers a manuscript of the Work in accordance with specifications set out in Clause 1 and this Clause 4.
- 4.2 The manuscript of the Work shall consist of:
- (a) one complete copy of the manuscript of the Work, as well as including abstracts and keywords for the entire Work and separately for each chapter, on an accessible electronic format to be agreed with the Publishers but in any event to be compatible with the Publishers' software in conformity with the template format and specifications agreed with the Publishers, the Publishers' editorial policies and procedures and any synopsis, proposal or other material upon which the Editor's Part of the Work was commissioned or acquired;
 - (b) the Editor shall provide all materials outlined in Clause 1 and such other material as may be agreed in correspondence to be necessary to illustrate the Work. All artwork or such other material must be supplied in accordance with the Publishers' instructions. The Publishers may review illustrative materials submitted by the Editor for quality, relevance and value to the Work before approving their inclusion in the Work. The Publishers shall have the right to reject any such materials or to require of the Editor at the Editor's own expense such substitutions or amendments as may in the reasonable view of the Publishers be required. To the extent that any illustrative material provided by the Editor requires redrawing or correction, the Editor shall be responsible for costs incurred by the Publishers in doing so;



- 4.3 The Work shall be prepared in accordance in nature, scope, length, format and style with any proposal, specification or sample material agreed in writing, with all and any written guidelines and editorial policies that the Publishers may issue to the Editor from time to time and shall be delivered together with all illustrative and other material specified in Clause 1, including any captions to the photographs, illustrations, diagrams and maps, notes and appendices and a list of all material taken by the Editor from other sources for inclusion in the Editor's Part of the Work together with any and all permissions obtainable by the Editor under Clause 5.1.
- 4.4 The Editor shall keep one copy of the Work and a copy of all other material supplied by the Editor to the Publishers for inclusion therein for the Editor's own reference.
- 4.5 Should the Editor neglect to deliver the Work by the Delivery Date(s) in **Clause 1 herein** (or such other date which the Publishers may agree in writing or any extension mutually agreed in writing), the Publishers may, at their sole discretion, (a) decline to publish the Work and terminate this Agreement with immediate effect, in which case the Editor shall repay to the Publishers within 30 (thirty) days of such termination all monies paid to them under this Agreement or (b) appoint an appropriate and competent third party, which third party shall be in the Publisher's discretion, where the Editor comprises two or more persons, may be one or more of the persons comprising the Editor, to provide such material and deduct from any sums payable to the Editor the costs incurred.
- 4.6 The Editor acknowledges that timely delivery in accordance with the provisions of this clause is of the essence of this Agreement.
- 4.7 The Publishers' rights under Clause 4.5 above are without prejudice to any other rights or remedies available to it in law in the event of non-delivery by the Editor (in particular but not limited to in the event of wilful non-delivery).

5. PERMISSIONS

- 5.1 The use or inclusion in the Editor's Part of the Work of any Third Party Material (including without limitation quotations, photographs, pictures, diagrams, drawings, tables, graphs or maps and whether reproduced from print or electronic or other sources) shall be subject to the agreement of the Publishers. Unless otherwise agreed in writing by the parties the Editor shall be solely responsible for obtaining all necessary licences, consents and permissions from all third parties who own rights in any material used in the Editor's Part of the Work in order to enable the Publishers to use the Third Party Material used or included in the Editor's Part of the Work as contemplated herein..
- 5.2 With reference to Clause 5.1 above, the Editor shall provide a list of such extracts to the Publishers. For the avoidance of doubt, any third party consents and permissions for the Editor's Part of the Work must permit the use of such material in the Editor's Part of the Work in all languages, forms (including all electronic forms), editions and territories granted to the Publishers under Clause 3 of this Agreement. The Editor shall provide the Publishers with copies of such written permissions and proof of copyright/permissions fees paid by the Editor (if any) with respect thereto on the Delivery Date(s).
- 5.3 For the avoidance of doubt, the Editor shall be responsible for all costs related to obtaining such Third Party consents and permissions (including the cost of copies of the Work, at the Editor's discount, requested in lieu of, or in addition to, permission fees).
- 5.4 In the event that the Editor fails to supply all necessary permissions, the Publishers shall have the right, but not the obligation, to obtain such permissions, in which case the Editor shall pay any such costs incurred in the obtaining of such permissions within 30 (thirty) days of receipt of the Publishers' invoice. The Publishers may alternatively decline to use the relevant Third Party copyright material.



5.5 Nothing in this clause shall affect the Editor's warranties and indemnity under this Agreement.

6. ACCEPTANCE

6.1 The Publishers shall accept the Work provided that:

- (a) it is of the extent, character and scholarly or professional standard which has been agreed or might reasonably be expected and conforms in nature, scope, length, format and style to the specifications given in Clause 1 as well as conforming to the original book proposal and/or synopsis and/or other material submitted by the Editor upon which the Editor's Part of the Work was commissioned and/or acquired and/or it complies with the warranties given to the Publishers hereunder, and/or any substantial editorial work is not necessary. The Publishers will be at liberty to seek outside scholarly or professional opinion regarding the standard of the work;
- (b) the Editor delivers the Work by the Delivery Date(s) and in the form specified in Clause 4 above; and
- (c) the Editor has obtained all necessary permissions as set out in Clause 5 above.

6.2 If in the Publishers' sole opinion, the Work is not acceptable, the Publishers may either:

- (a) terminate this Agreement according to the provisions of Clause 4.5 hereof; or
- (b) as a condition of acceptance require the Editor to undertake to revise, amend, expand or cut the Editor's Part of the Work as necessary (or to arrange for revisions cuts or amendments to be done at the Editor's sole expense) and resubmit the revised manuscript and/or electronic manuscript and/or additional materials by a revised date to be mutually agreed upon in writing; or
- (c) in the event that the Editor does not wish or is unable for any reason to undertake such work or make the arrangement specified in Clause 6.2(b) herein the Publishers may employ a competent editor or editors to carry out such work and any fee payable to such an editor or editors shall be deducted from any monies payable to the Editor according to the provisions of this Agreement.

6.3 In the event that the Editor having undertaken to revise or amend the Editor's Part of the Work, fails to do so in accordance with the Publishers' requirements, or within the time specified by the Publishers (or after written notice from the Publishers if no time has been specified), the Publishers may terminate this Agreement according to the provisions of Clause 4.5 hereof.

6.4 If the manuscript exceeds the prescribed word count by more than 10% (ten per cent) or if the Editor includes more than 10% (ten per cent) more than the prescribed number of illustrations the Publishers reserve the right to request the Editor to cut the text appropriately, or alternatively to reduce the Editor's royalties in order to take into account the added editorial and plant costs.

6.5 The Publishers' rights of termination under Clause 6 are without prejudice to any rights or remedies available to it in law in respect of non-performance by the Editor of the Editor's obligations under this Agreement.

6.6 The Publishers' comments, requests for revisions or other matters dealt with in communications with the Editor concerning the Editor's Part of the Work shall not be deemed acceptance or rejection of the Editor's Part of the Work by the Publishers. Acceptance of the Editor's Part of the Work shall be express and in writing.

7. COMPETITION

- 7.1 While the Work is in the course of preparation or in current publication the Editor shall not, without the prior written consent of the Publishers (which shall not be unreasonably withheld) prepare, write, edit, contribute or compile (otherwise than for the Publishers) or cause or allow to be published any material which shall be an expansion or abridgement of the Work and which is in the Publishers' reasonable opinion of a nature likely to compete with or prejudice sales of the Work and/or the exploitation of any of the rights granted to the Publishers under this Agreement.
- 7.2 The Editor undertakes that before publication the Editor shall not broadcast or publish or cause to be broadcast or published any material about the Work without prior consultation with the Publishers.
- 7.3 Should the Work or any part thereof be mutually agreed between the Editor and the Publishers to be published in a series the Editor accepts and understands that the name(s) of any such series is the strictly reserved copyright of the Publishers and the Editor undertakes that the Editor shall not during the legal term of this Agreement or, on rights of the Editor's Part of the Work reverting to the Editor thereafter, commercially use any such series name(s) or do anything that may damage any such series name(s) or be of a nature likely to prejudice the reputation of such series or prejudice sales of the Work or any works published in the series or any of Publishers' rights.

8. WARRANTIES AND INDEMNITIES

- 8.1 The Editor warrants to the Publishers and their assignees and licensees that:
- (a) the Editor has full power to enter into this Agreement;
 - (b) the Editor is the sole author of the Editor's Part of the Work;
 - (c) the Editor is the owner of all rights in and to the Editor's Part of the Work herein granted;
 - (d) the Editor is the legal owner with full title guarantee of the copyright in the Editor's Part of the Work (apart from copyright material not owned by the Editor but included in the Editor's Part of the Work with written permission of the relevant copyright holders);
 - (e) that the Editor's Part of the Work is an original work and has not previously been published in any form; that nothing in the Editor's Part of the Work violates or infringes in any way the rights of any third party, including but not limited to copyright, moral rights, performers' rights and any other legal rights;
 - (f) that all necessary permissions for the use of all copyright material quoted or reproduced in the Editor's Part of the Work have been granted for all editions including e-books and all electronic media, in all languages and in all territories throughout the world [and any fees payable to the copyright owners have been or will be paid by the Editor];
 - (g) that the grant of rights hereunder does not infringe in any way the rights of a third party;
 - (h) none of the Editor's Part of the Work is plagiarised;
 - (i) that the Editor's Part of the Work contains nothing obscene or defamatory or in breach of any duty of confidentiality nor any other unlawful matter; that all statements in the Editor's Part of the Work purporting to be facts are true;
 - (j) that no recipes or formulae or instructions in the Editor's Part of the Work if followed accurately are injurious to the user;



- (k) the Editor's Part of the Work does not and will not breach the Official Secrets Act; and
 - (l) the Editor's Part of the Work is not and has not been the subject of any complaint, claim or legal proceedings; and that the Editor's Part of the Work contains nothing in violation of the right of privacy of any person or institution.
- 8.2 The Editor agrees to indemnify and keep the Publishers fully indemnified, defend and hold the Publishers harmless against all and any direct actions, demands, loss, costs, expenses, claims, proceedings or damages (including any legal expenses properly incurred and any compensation costs and disbursements and VAT paid by the Publishers on the advice of their legal advisors to settle any claim) incurred by the Publishers resulting from a breach of any of the terms of this Agreement, including but not limited to the warranties given in Clause 8.1 or arising from a claim alleging such a breach or of any negligence on the part of the Editor in the preparation of the Editor's Part of the Work.
- 8.3 For the avoidance of doubt, neither party shall be liable to the other for any indirect or consequential loss (including but not limited to loss of goodwill, loss of business, loss of anticipated profits or savings and all other pure economic loss) arising out of or in connection with this Agreement.
- 8.4 If at any time the Publishers conclude that any of the foregoing warranties have been or may be breached, they shall have the right, without prejudice to any other right or remedy available to them, to refrain from publication of the Work, to terminate this Agreement with immediate effect upon written notice to the Editor, and to recover from the Editor any amounts paid to the Editor. The Editor shall repay such amounts to the Publishers within 30 days of receiving the Publishers' notice of termination.
- 8.5 The above warranties and indemnities shall survive the termination or expiry of this Agreement.

9. COPYRIGHT NOTICE AND INFRINGEMENT

9.1 The Publishers undertake that the Editor's name shall appear in its customary form with due prominence on each copy of the Work issued by the Publishers and shall print and/or display (as may be appropriate) on each such copy the following U.C.C copyright notice:

© Anton Kirchhofer, Anna Auguscik, Saswat S. Das, Ananya Roy Pratihari and contributors 20**

** denotes year of first publication and first publication of this edition of the Work

The Publishers' inadvertent failure to accord proper credit to the Editor or the Publishers' error with respect to such credit shall not be deemed a material breach of this Agreement. The Publishers shall nevertheless endeavour to correct any such failure on any subsequent printings or reprints of the Work upon written notice by the Editor.

9.2 For the avoidance of doubt, the copyright in the Editor's part of the Work remains the property of the Editor, subject to the rights granted to the Publishers herein.

9.3 The Editor shall (at the expense of the Publishers) assist the Publishers in and if necessary join with the Publishers as a party to any proceedings in any part of the world to protect the copyright in the Editor's part of the Work and all rights arising there from.

9.4 The Publishers shall have the sole right to issue proceedings for interlocutory relief against any infringement of copyright in the Editor's part of the Work and shall not be obliged to seek the Editor's consent before doing so.



9.5 It is agreed that if at any time the Publishers consider that the copyright in the Editor's part of the Work has been infringed, and the Editor after receiving written notice of such infringement from the Publishers refuses or neglects to take proceedings in respect of the infringement, the Publishers shall be entitled to take such steps as they may consider necessary for dealing with the matter, and if they desire to take proceedings they shall, on giving the Editor a sufficient and reasonable security to indemnify the Editor against any liability for costs, be entitled to use the Editor's name as a party to such proceedings, but at the same time to control, settle or compromise as they think fit and in this event any sum received by way of damages shall belong to the Publishers. If the Editor is willing to take proceedings and the Publishers desire to be joined with the Editor thereto and agree to share the costs incurred the balance shall be divided equally between the Editor and the Publishers. The provisions of this clause are intended to apply only in the case of an infringement of copyright in this Work affecting the interest in the same granted to the Publishers under this Agreement.

10. PROOF-READING AND EDITOR'S CORRECTIONS

10.1 In the event that the Publishers approve the Editor's Part of the Work following delivery to them in accordance with the provisions of Clause 4 above, the Publishers shall edit and prepare the Editor's Part of the Work for publication (in any form contemplated by this Agreement) in such manner and style as they deem appropriate in their sole opinion, and may make changes to ensure grammatical accuracy and consistency and may make changes to ensure factual accuracy in consultation with the Editor.

10.2 The Publishers shall not make substantive changes to the accepted Editor's Part of the Work without the Editor's approval (such approval not to be unreasonably withheld or delayed).

10.3 The Editor undertakes to respond promptly to any questions raised by the copyeditor or the Publishers during the copyediting of the Work.

10.4 If the Editor fails to answer the queries promptly, then the Publishers may proceed with production and publication and are not obliged to make changes at proof stage to resolve the queries. If such corrections are made at proof stage, then the Publishers reserve the right to charge the Editor for any additional correction costs incurred.

10.5 The Editor undertakes to read, check and correct all proofs of the Work and to dispatch them to the Publishers within an agreed time not exceeding two weeks after receipt of the proofs by the Editor failing which the Publishers may consider that the proofs have been approved and may continue with the production and publication of the Editor's Part of the Work. This clause does not apply to camera ready copy ("CRC") unless there are corrections made by the Publisher.

10.6 The Publishers reserve the right to charge the Editor:

- (a) for the cost of the Editor's alterations to the proofs (other than the correction of any typesetter's, printer's or Publishers' errors) should such cost exceed 7.5% (seven and one-half per cent) of the costs of setting the entire Work (independent of the cost of such alterations) or
- (b) for the cost of correcting any errors resulting from the Editor's failure to read and correct the proofs in accordance with Clause 10.5.

Such costs shall be debited to the Editor's royalty account unless such account shall contain insufficient funds, in which case the Publishers may at its discretion invoice the Editor in which case the Editor shall pay such costs within thirty (30) days of receipt of the Publishers' invoice or the Publishers may charge such costs against any future sums accruing to the Editor's royalty account.

11. RESPONSIBILITY FOR DAMAGE OR LOSS

While proper care will be taken of each part of the Editor's Part of the Work, and all copies, whether in digital format or any other format and including but not limited to the Delivery Materials, the Publishers shall not be responsible for any loss or damage caused to any part of the same whilst in the Publishers' possession or in transit or in the course of production.

12. CONTROL OF PUBLICATION AND CONTENTIOUS MATERIAL

- 12.1 Decisions relating to production and publication of the Work, including but not limited to the paper, printing, binding, text design, jacket and/or cover design, manner and extent of advertising, and the number and distribution of free copies of the Work, and the price, quantity, and terms of sale of the first and every later edition of the Work and the exploitation of the rights assigned in Clause 3 shall be left to the judgement and sole discretion of the Publishers.
- 12.2 If the Editor unreasonably refuses to make alterations or if the extent and nature of such problems is such as is incapable of remedy or renders the Editor's Part of the Work in the Publishers' reasonable opinion unpublishable, the Publishers may decline to publish the Editor's Part of the Work in which case all rights granted hereunder shall revert to the Editor with immediate effect upon written notice to the Editor and any monies advanced to the Editor shall be returned to Publishers within 30 (thirty) days of the Editor's receipt of the Publishers' invoice.
- 12.3 If, in the reasonable opinion of the Publishers (in consultation with Editor), it is necessary for the Editor's Part of the Work to undergo a pre-publication legal read all costs associated with this legal read shall be borne equally between the Publishers and the Editor. The Editor shall be consulted regarding the need and projected cost of any pre-publication legal read.
- 12.4 The Publishers shall have the right to remove, or require the Editor to remove, from the Editor's Part of the Work any material which in the opinion of themselves or their legal advisors violates any of the warranties in the above Clause 8.1 or is objectionable or is likely to be actionable at law but this shall in no way diminish the Editor's liability for any such violations.
- 12.5 Should the Editor's Part of the Work become the subject of a legal complaint (whether arising from defamation, breach of copyright, breach of privacy or otherwise) the decision of the Publishers as to whether or not to mitigate liability or to contest an action if proceedings ensue or to settle the claim upon such terms as they may be advised shall be final and the Editor shall have no grounds for action against the Publishers in respect of its implementation provided that the Editor has been consulted.
- 12.6 The Publishers and the Editor each agree to give the other party immediate notice of any claim, threat or demand in respect of the Editor's Part of the Work.
- 12.7 The Editor agrees to cooperate fully in the defence of any such claim and the Publishers in conjunction with Publishers' insurers shall have control of the defence of the claim in all respects including as to whether or not to repudiate liability to contest an action if proceedings ensue or to settle the claim upon such terms as they may be advised shall be final.
- 12.8 In the event of any claim being made the Publishers may in addition to any other remedies retain any sum due from the Publishers to the Editor under this Agreement or any other agreement between the parties hereto until the final settlement of any such claim, and such sums retained by the Publishers shall be used by them to set off any liability of the Editor to the Publishers.

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12.9 If a claim does not result in the commencement of litigation within 12 (twelve) months following receipt of written notice of the initial claim, then the Publishers shall release to the Editor all amounts which the Publishers have been withholding for that claim with the understanding that should such suit or proceeding subsequently commence the Publishers may again withhold payments due from the Publishers to the Editor under this Agreement or any other agreement between the parties hereto. This provision shall survive the termination of this Agreement.

13. FREE COPIES AND EDITOR PURCHASES

13.1 The Publishers shall supply to the Editor on publication 14 (fourteen) copies of the first edition of the Work, including the contributors' copies and 2 (two) copies of each later edition free of charge.

13.2 The Editor shall be entitled to purchase further copies of the Work and/or other titles published by the Publishers at a discount of 40% (forty per cent) off the published price for personal use, but not for re-sale unless previously agreed in writing by the Publishers.

13.3 All such additional copies are to be paid for by the Editor on receipt of the Publishers' invoice and are not to be off-set against monies accruing under this Agreement.

13.4 The discount available under this Clause 13 does not apply to print on demand or electronic book copies and cannot be claimed in conjunction with any other discount or special offer.

13.5 The presentation of free copies and/or excerpts from the Work to the press or to other persons with the object of promoting the sale of the Editor's Part of the Work shall be at the discretion and expense of the Publishers.

14. PROMOTION

14.1 The Publishers shall advertise, promote and market the Work as they deem appropriate in their sole discretion.

14.2 The Editor hereby grants the Publishers the right to use or to permit others to use the Editor's name and likeness and selections from the Work in advertising, catalogues, promotion and publicity related to the publication and/ or licensing of the Editor's Part of the Work including but not limited to broadcast (without charge) by radio, television or cable distribution via any form of electronic transmission including on-line or satellite-based data transmission.

14.3 The Editor shall make themselves available to promote and publicise the Work as the Publishers may reasonably require, particularly during the 2 (two) weeks at the time of publication, the Editor's agreed costs in such promotion to be borne by the Publishers.

15. PUBLICATION

15.1 The Publishers shall unless otherwise mutually agreed or unless prevented by circumstances beyond their control, at their own risk and expense publish the Work in such form as they may deem appropriate within 18 (eighteen) months of accepting that the Work meets the requirements of Clauses 4 and 6 and subject to the Editor's timely compliance with the Editor's obligations under Clause 9 and with any revisions required by the Publishers as a result of readers' reports.

15.2 The Publishers may publish and distribute the Work under any of its imprints.

15.3 The Publishers shall have the sole and unrestricted right to make co-publication or special distribution arrangements for the Editor's Part of the Work.

16. ROYALTIES

16.1 Subject to and conditional upon the full performance and observation by the Editor of all undertakings and warranties the Publishers shall pay to the Editor the Royalties in the Schedule attached.

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16.2 The Publishers operate a self-billing system for the payment of monies due under this Agreement and to account for Value Added Tax. The Publishers therefore require details of the Editor's VAT registration number where applicable. Where the Editor to provide a VAT registration number the Publishers shall not pay VAT on any sums due under the terms of this Agreement.

16.3 Unless the Editor notifies the Publishers otherwise in writing, the Publishers shall make all payments by electronic bank transfer to the bank account details to be provided by Editor on the form sent with this Agreement upon signature of this Agreement.

16.4 The Editor agrees:

- (a) not to raise invoices for VAT and monies which have already been accounted for by the Publishers;
- (b) to notify the Publishers immediately if they a) change their VAT registration number, b) cease to be VAT registered or c) sell their business or part of their business.

17. REVISION OF THE WORK

17.1 If at any time the Publishers decide to bring out a new edition of the Work, they shall first inform the Editor of such intention.

17.2 If the Publishers consider it desirable, the Editor shall revise the Editor's Part of the Work when requested by the Publishers.

17.3 The provisions of this Agreement shall apply to each revision of the Editor's Part of the Work by the Editor as though that revision were the Editor's Part of the Work being published for the first time under this Agreement.

17.4 For the avoidance of doubt, whether the Editor's Part of the Work should be revised is at the sole discretion of the Publishers.

18. TERMINATION

18.1 Without affecting any other right or remedy available to it (including any other termination rights of either party as set out elsewhere in this Agreement), either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default not less than 60 (sixty) days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 60 (sixty) days after being notified in writing to do so;
- (c) the other party (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;



- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (f) an order is made for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
 - (g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
 - (h) the other party (being an individual) is the subject of a bankruptcy petition or order;
 - (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.1(c) to clause 17.1(h) (inclusive);
 - (j) any warranty given by the other party under this Agreement is found to be untrue or misleading.
- 18.2 The Editor may terminate this Agreement by summary notice in writing to the Publishers if the Publishers are in material breach of any of the provisions of this Agreement and either (i) have failed to remedy such breach within 60 (sixty) days of notice to them from the Editor of such breach if the breach notified to the Publishers is capable of remedy within 60 (sixty) days of such notice or (ii) have not agreed with the Editor within that 60 (sixty) day period a programme to remedy such breach.
- 18.3 Without prejudice to its rights under any other provisions of this Agreement, the Publishers may terminate this Agreement by summary notice in writing to the Editor if the Editor is in material breach of any of the provisions of this Agreement and has failed to remedy such breach within 60 (sixty) days notice from the Publishers of such breach and in such an event shall have no further obligation or liability to the Editor.
- 18.4 For the avoidance of doubt, the Publishers shall not be in breach of this Agreement if:
- (a) they are prevented from carrying out any of their obligations because of the Editor's failure to meet the Editor's specific obligations or warranties, in which case the Publishers will not be liable to make any further payments to the Editor under this Agreement unless and until the failure has been rectified, if capable of rectification; or
 - (b) they are prevented from carrying out any of their obligations because of circumstances beyond their control in which case the time permitted for the Publishers to fulfil those obligations, including making any payments due, will be extended by the length of those circumstances.
- 18.5 Notwithstanding the foregoing provisions of this Agreement the rights hereby granted to the Publishers shall not revert unless any monies owing by the Editor to the Publishers shall have been paid.
- 18.6 Notwithstanding any other obligation of the Publishers under the terms of this Agreement, in the event that the Publishers wish to cancel or terminate this Agreement prior to the delivery of an acceptable manuscript or the publication of the Work without due cause, then the Publishers' total liability to the Editor shall be capped at the aggregate Royalties payment due to the Editor for the Work under the terms of this Agreement, such payment being made by the Publishers by way of liquidated damages. The parties confirm that these sums represent a genuine pre-estimate of the loss that the Editor would suffer in the event that the Publishers terminated or cancelled this Agreement, prior to the delivery of a publishable manuscript or the publication of the Work.



19. FORCE MAJEURE

The time for fulfilment by the Publishers of any of their obligations under this Agreement (including the obligation to publish the Editor's Part of the Work) shall be suspended during and delayed for such period of time in which the fulfilment of such obligation is prevented or delayed by reasons or circumstances beyond the Publishers' control, including but not limited to war, strikes, lock-outs, fires, Acts of God, governmental restrictions or controls.

20. ASSIGNMENT

This Agreement shall be binding upon the assigns heirs executors and/or administrators of the Editor and upon the administrators, assigns or successors in business of the Publishers. No assignment shall be binding upon either of the parties without the written consent of the other except that the Publishers shall have the right without consent to assign or transfer any or all of its rights and obligations under this Agreement to any member of the Publishers' Group or to any party which acquires all or substantially all of the Publishers' business and/or relevant publishing imprint, and/or division and/or subject area list of the Publishers.

21. NOTICES

21.1 Any notices required to be given under this Agreement shall be sent by personal delivery, first class or recorded post or e-mail to the addresses stated above or as otherwise specified by the relevant party by notice in writing to each other party.

21.2 If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:

- (a) if delivered personally, at the time of delivery; or
- (b) if sent by pre-paid first-class post or recorded delivery, 9.00 am on the second business day after posting; or
- (c) if sent by e-mail, at the time of delivery.

22. ENTIRE AGREEMENT

The terms of this Agreement constitute the entire agreement and understanding of the parties and supersede any previous agreement, arrangement or understanding (written or oral) between the parties in respect of its subject matter. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any statement not contained herein.

23. VARIATION

The terms of this Agreement shall not be varied unless such variation is set out in writing and signed by both Parties.

24. WAIVER AND SEVERANCE

24.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.

24.2 If any provision (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.



24.3 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

25. ALTERNATIVE DISPUTE RESOLUTION

If any difference shall arise between the Editor and the Publishers touching the meaning of this Agreement or the rights and liabilities of the parties thereto, the same shall in the first instance be referred to dispute resolution/mediation service endorsed by the Publishers Association.

26. THIRD PARTIES

This Agreement does not create any right enforceable by any person not a party to it except that a person who is the permitted successor to or assignee of the rights of a party is deemed a party to this Agreement.

27. CONFIDENTIALITY

The Editor shall not disclose to any third party (except the Editor's professional legal advisors and accountants on the understanding that such persons and/or companies shall not disclose any of the following to any third party) any confidential information, business, finance or future plans of the Publishers including but not limited to the terms and conditions of this Agreement.

28. JOINT EDITORSHIP

27.1 If more than one Editor is named as a party to this Agreement in the preamble, all such named Editor parties agree that they are jointly and severally responsible to the Publishers for the performance of all the Editor's obligations contained within this Agreement.

27.2 The individuals comprising the Editor may but are not obliged to, nominate one such individual to represent the Editor and any and all instructions, comments or approvals given by that individual to the Publishers that do not conflict with the provisions of this Agreement shall be binding on each of the individuals comprising the Editor as though given by each of them.

27.3 All amount due under this Agreement to the Editor shall be shared equally between all names Editor Parties.

29. GOVERNING LAW AND INTERPRETATION

29.1 The headings in this Agreement are for convenience only and shall not affect its interpretation and nothing contained in this Agreement shall be construed as constituting a partnership, joint venture or contract or relationship of employment or agency between the parties.

29.2 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of India


29.3 Both parties submit to the exclusive jurisdiction of the Delhi courts in relation to any dispute concerning this agreement, but the parties are also entitled to apply to any court worldwide for injunctive and other remedies in order to protect or enforce their Intellectual Property Rights.


29.4 The parties irrevocably agree that the courts of Delhi shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

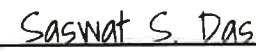

Agreed and Accepted

Signed by Rajiv Beri
For and on behalf of
Bloomsbury Publishing India Pvt Ltd


Date


Signed by Anton Kirchhofer
26/09/2024
Date


Signed by Anna Anguscik
2024-09-26
Date


Signed by Saswat S. Das

Date 28-09-2024


Signed by Ananya Roy Pratihari

Date 28-09-2024

Schedule of Royalties

1. The Publishers shall pay to the Editor the following rates of royalty in respect of the Publishers' exploitation of the rights granted to them hereunder ("Royalties"):
 - (a) 10 % (ten per cent) of Publishers' Net Receipts on sales of Publishers' casebound /hardback editions within the Territory (should one be published);
 - (b) 10 % (ten per cent) of Publishers' Net Receipts on sales of the Publishers' limpbound/paperback editions within the Territory (should one be published)
 - (c) 10 % (ten per cent) of Publishers' Net Receipts on individual sales of the E-Book edition of the Work, as provided under Clause 3 of this Schedule.
 - (d) Exploitation in any Electronic Format of omnibus and anthology editions (including without limitation custom textbooks) which include the Work (in part or in whole):

A pro-rated share of 5% (five per cent) of the Publishers' Net Receipts, such share to be calculated on the basis of the proportion which the Work or the relevant part of the Work represents of the entire omnibus and/or anthology.

- 1.2 In the case of a small reprint of fewer than 100 (one hundred) copies, royalties on sales may be reduced by a mutually agreed percentage to keep the Work in print and circulation as long as possible.

1.3 Sales of Audio Products published by the Publishers:

- (a) Physical Audio Products: [2.5 % (two and a half per cent)] of the Publishers' Net Receipts
- (b) Digital Audio Products: [2.5 % (two and a half per cent)] of the Publishers' Net Receipts

1.4 Other sales:

- (a) on all copies sold in a hardback or paperback edition produced by the Publishers primarily for bulk sales to the cheap edition market under an imprint associated with the Publishers and existing for the purpose of producing such copies and of making such sales the royalty shall be:

2.5% (two and a half per cent) of the Publishers' Net Receipts

- (b) Sales of a special edition or editions published either by the Publishers under their own imprint or by another publisher under licence from the Publishers in any format:

5% (five per cent) of the Publishers' Net Receipts

- (c) On all bulk sales of hardback or paperback copies or sets of sheets sold to a book club or comparable organization anywhere in the world:

5% (five per cent) of the Publishers' Net Receipts

(d) On Co-Edition Sales:

2.5% (two and a half per cent) of the Publishers' Net Receipts



- 1.5 Exploitation in any print format of omnibus and anthology editions (including without limitation custom textbooks) which include the Work (in part or in whole):

A pro-rated share of 5% (five per cent) of the Publishers' Net Receipts, such share to be calculated on the basis of the proportion which the Work or the relevant part of the Work represents of the entire omnibus and/or anthology.

1.6. Sales of the Publishers' large print editions of the Work:

5% (five per cent) of the Publishers' Net Receipts.

- 1.7 The Publishers shall have the right at any time, and in their sole discretion, to discontinue publication of the Work should it in their sole opinion cease to have any remunerative or commercial value and to dispose of surplus stock at the price and in the manner they determine appropriate (including by remaindering or destroying surplus stock).
- 1.8 For the avoidance of doubt, the parties hereby agree that no royalties shall be paid by the Publishers to the Editor on presentation copies of the Work including review copies given away for promotion; on copies damaged or destroyed by fire, water, enemy action or any other circumstances outside the Publishers' control; on stolen copies; on copies purchased by the Editor for resale, or on copies sold at or below a price equal to the cost of manufacture.
- 1.9 Royalties and other fees shall be paid to the Editor only in respect of sums actually received by the Publishers in connection with the exploitation of rights granted to the Publishers hereunder.
- 1.10 Sales on which Royalties are payable are net of all returns bad debts or credit notes. The Publishers reserve the right not to pay Royalties until payment has been received for the copies sold.

2. SUBSIDIARY RIGHTS

- 2.1 The Editor grants to the Publishers the sole and exclusive right during the period of this Agreement to exercise and/or to license others to exercise, all the subsidiary and associated rights in the Work granted by Clause 3 and the Publishers shall pay the Editor the applicable percentages set out in Clause 17.2 of Publishers' Net Receipts from the exercise of such rights.
- 2.2 The Publishers shall pay to the Editor the following percentages of the Publishers' Net Receipts arising from the sale of the licence of the subsidiary rights granted by Clause 3:
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|---|-----|
| (a) Anthology and Quotation Rights | 20% |
| (b) Audio Format Rights | 20% |
| (c) Book Club Rights (royalty exclusive) | 20% |
| (d) Broadcast reading rights | 20% |
| (e) Digest or book condensation Rights | 20% |
| (f) Dramatisation, film, documentary, television sound broadcasting video or other mechanical reproduction rights | 20% |
| (h) Educational Rights | 20% |
| (i) Electronic Format Rights | 20% |
| (j) English language reprint rights (royalty-exclusive) | 20% |
| (k) First Serial Rights | 20% |
| (l) Large print Rights | 20% |
| (m) Micrography reprography, merchandising and manufacturing rights | 20% |
| (n) One Shot Rights | 20% |
| (o) Reprint Rights | 20% |
| (p) Second Serial Rights | 20% |
| (q) Translation Rights (royalty exclusive) | 20% |

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- 2.3 The Publishers may authorise, free of charge, the conversion of the Work to Braille or its recording for the sole use of the blind and print-handicapped or shall pay to the Editor 20% of the Publishers' Net Receipts should the Publishers receive a fee for such authorisation.
- 2.4 Where rights in the Work set out under Clause 2.2 are sub-licensed to a third party for exploitation by such third party together with rights in other works controlled by the Publishers and the Publishers do not receive separate payment in respect of the Work, the Editor shall receive a pro-rated share of the applicable royalty percentage (depending on the particular rights licensed) of the Publisher's Net Receipts arising from the sale of such rights, such share to be calculated on the basis of the proportion which the Work represents of the total number of works licensed to the relevant third party.
- 2.5 The Publishers shall have absolute discretion as to the exercise and/or sale of and/or other dealings in the rights granted under this Clause 2.
- 2.6 Any other rights now in existence or which come into existence during the legal term of copyright: a percentage to be mutually agreed in each instance.

3. OTHER ELECTRONIC RIGHTS

- 3.1 The Publishers may exploit the Work in whole or in part (including by way of licensing to third parties) in conjunction with any other work or content, including but not limited to by way of inclusion of the Work in Digital Aggregated Products and in any other electronic or digital product developed and made available by the Publishers through any means of storage, transmission or copying now known or hereafter devised. The royalties payable to the Editor in respect of such exploitation of the Work are set out in Clauses 18.2 and 3.3 below.
- 3.2 Where Electronic Rights in the Work are sub-licensed to a third party for exploitation by such third party together with rights in other works controlled by the Publishers and the Publishers do not receive separate payment in respect of the Work:
- A pro-rated share of **20% (twenty per cent)** of the Publisher's Net Receipts arising from the sale of such rights, such share to be calculated on the basis of the proportion which the Work represents of the total number of works licensed to the relevant third party.
- 3.3 Where the Work is included in an E-Book Collection, the royalty payable to the Editor with respect to such exploitation of the Work shall be a pro-rated share of Where the Work is included in an E-Book Collection, the royalty payable to the Editor with respect to such exploitation of the Work shall be a pro-rated share of 5% (five percent) of the Publishers' Net Receipts from the exploitation of such E-Book Collection, such share to be calculated on the basis of the total number of E-Books in the E-Book Collection and the proportion which the Work represents of the total.
- 3.4 No royalties will be payable to the Editor in respect of the inclusion of the Work (in whole or in part) in a Hybrid Digital Product but the Editor shall receive as consideration for such inclusion and exploitation of the Work by the Publishers six months gratis access to the relevant Hybrid Product.

4. ACCOUNTS AND PAYMENT

- 4.1 The Publishers shall send the Editor an account of the net number of copies of the Work sold (in whatever format) in the period ending 31 March next from first publication annually and shall pay the Editor all monies due for such sales and for the exercise of the rights specified in clauses 1, 2 and 3 above within four (4) months of the relevant dates.
- 4.2 If while the Work is in print the amount due to the Editor in any accounting period shall fall below INR2000 (Rupees two thousand only), this amount shall be carried forward to the end of the following accounting period.



- 4.3 The Editor (or the Editor's representative) or a firm of chartered accountants appointed to act on the Editor's behalf shall have the right after a written request and reasonable notice to examine the records of account of the Publishers which relate to the sale of and receipts on the Work and to take copies and extracts of relevant parts of the accounting records. Inspection shall be carried out by appointment after reasonable written notice has been give during normal office hours and not more than once in any calendar year. The examination shall be at the Editor's cost unless errors exceeding 5% (five per cent) of the sums paid to date shall be found to the Editor's disadvantage in which case the Publishers shall rectify such error and shall pay an amount equal to the underpayment towards the cost of such examination.
- 4.4 Unless the Editor notifies the Publishers otherwise in writing, the Publishers shall make all payments by electronic bank transfer to the bank account details to be provided by Editor. Payments shall be made after deductions as per Indian Income Tax or any other laws.
- 4.5 The Publishers shall have the right to set aside as reserves against returns: in respect of editions published in India: 20% (twenty per cent) of any royalties earned on the Publishers' hardback editions and 25% (twenty-five per cent) of any royalties earned on the Publishers' paperback and any other digital editions of the Work as shown on the first royalty statement after publication and to withhold these sums up to the third royalty account thereafter following which all monies due shall be paid in full at the time of the next royalty statement.

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Appendix 1

DEFINITIONS

In this Agreement the following capitalised words and expressions shall, unless expressly stated otherwise, have the following meanings:

"Abstracts and Keywords" means a synopsis of the main arguments and conclusions of the entire book, and separately of each chapter, and between 5 and 10 keywords for the book and separately for each chapter must be submitted by the Editor with the delivery materials. Abstracts and keywords are required to ensure that the book is discoverable online, including on the Publisher's digital platform.

"Associated Company" shall have the meaning attributed to that term in sections 449 of the Corporation Tax Act 2010.

"Audio Format" means all audio formats of the Work (including but not limited to abridged and unabridged voice recordings of the Work and audio versions of the Work produced by means of synthesised speech or text to speech functionality) whether in physical form (including but not limited to phonographic record, compact disk and cassette or other pre-recorded product format capable of being delivered physically and played direct on equipment designed for the purpose) ("Physical Audio Product") or in Electronic Format ("Digital Audio Product").

"Audio Products" means Physical Audio Products and Digital Audio Products collectively.

"Audio Format Rights" means the right and licence to exploit the Work in Audio Format.

"Co-Edition" means where a separate agreement is made for the publication of the Work in English or other language by a third party publisher that is not within the Publishers' own Group under which copies of the Work are to be supplied to such third-party publisher bound (hardback or paperback) or in sets of sheets on a royalty-inclusive basis.

Digest Journal/Magazine Rights shall mean the right to publish an abridgement of the complete Work in a single issue of a journal, periodical or newspaper.

Digest Book Condensation Rights shall mean the right to publish a shortened form of the Work in volume form.

"Digital Aggregated Product" means a digital product, platform or database comprising content and works from multiple sources and in multiple formats (including without limitation written text, images and audio visual content)) and which is made available by Electronic Means or Device to third party users on a subscription or perpetual access basis, as may be developed by the Publishers (or by a third party under licence from the Publishers) for commercial exploitation and including without limitation E-Book Collections and Hybrid Digital Products.

"E-Book" means an electronic or digital edition of the Work (including any illustrative material) with or without accompanying audio-visual, interactive or multimedia content or other enhancements) which is intended to make the Work available to the public for reading in Electronic Format. Where the term "E-Book" is used in this Agreement in connection with a work other than the Work, the definition set out here shall apply mutatis mutandis to such work.

"E-Book Collection" means a collection of E-Books comprising the Work in conjunction with E-Books of other works and which is sold or licensed to third party users and customers as a single, discrete product or package.

"Editor's Part of the Work" shall mean the structure of the Work.



"Educational and Simplified Reprint Rights" shall mean the right to publish an educational edition of the Work, with notes and/or other educational apparatus, or in simplified language in hard or soft covers.

"Electronic Format" means the Work in any electronic or digital format whether now known or hereinafter developed (whether in whole or in part, in abridged, condensed or adapted form, sequentially or non-sequentially, on its own or in combination with other works, and with or without accompanying audio-visual, interactive, multimedia content or other enhancements) intended for performance, distribution, transfer, delivery or display by any Electronic Means or Device. Where the term "Electronic Format" is used in this Agreement in connection with a publication, work or content other than the Work, the definition set out here shall apply mutatis mutandis to such publication, work or content.

"Electronic Format Rights" means the right and licence to exploit the text of the Work in Electronic Format.

"Electronic Means or Device" means any medium or system for electronic or digital reproduction, publication, storage, distribution, transmission, performance or display of audio and visual content, data or information, whether now known or hereafter developed, including without limitation digital optical and magnetic information storage and retrieval systems, any online, electronic or other (including but not limited to satellite) communications or transmission system or network and any device which can receive, store, display, play or perform electronic, digital or machine readable media and content (including without limitation a dedicated e-reader, mobile or smartphone, handheld device, personal computer or laptop) whether now known or hereafter developed.

"First Serial" means the right to publish one or more extracts from the Work in successive issues of a periodical magazine or newspaper (whether such magazine or newspaper is published in Electronic Format or in hard copy) beginning before publication of the Publishers' first edition of the Work in volume form).

"Hybrid Digital Product" means a Digital Aggregated Product which comprises of E-Books together with a substantial amount of additional miscellaneous content and tools, including without limitation major reference works, image collections, audio-visual content and articles and which is sold as a single product or package.

Large Print Rights shall mean the right to publish a straight reprint of the complete Work in large type, primarily for readers with visual handicaps, in hard or soft covers.

"Net Receipts" means amounts actually received by the Publishers from the exploitation of the Work by the Publishers pursuant to this Agreement (including without limitation the sale, distribution, rental, grant of access to or licensing of the Work by the Publishers) less (i) allowances for credits/returns, any and all commissions (including without limitation sales agent, distributor and sub-agents' commissions) and VAT or other applicable sales taxes or (ii) any withholding or local tax required by law and any bank transfer fees, as applicable). In respect of sales of the Work from one entity within Publishers' Group to another entity within Publishers' Group for onward sale, Net Receipts shall mean the sums received from by the former from the latter. In respect of a Digital Aggregated Product in respect of the exploitation of which the Editor is expressly entitled to receive royalties under this Agreement and which comprises of works in which the rights are controlled by the Publishers together with works in which the rights are controlled by a third party content provider ("Third Party Works"), Net Receipts shall mean the sums received by the Publishers from the exploitation of the Digital Aggregated Product less (i) the above deductions (as applicable) and (ii) any amounts payable to third parties in respect of the inclusion and exploitation of Third Party Works in the relevant Digital Aggregated Product.

One-Shot Periodical Rights shall mean the right to publish the complete Work in a single issue of a journal, periodical or newspaper.

"Publishers' Group" means any subsidiary, subsidiary undertaking or holding company of the Publishers, and any subsidiary or subsidiary undertaking of any such holding company for the time being.

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"Sales" or "sales": The reference to "Sales" or "sales" in this Agreement shall include all forms and manner of distribution and dissemination of the Work (including but not limited to distribution of the Work on a perpetual access basis or by way of rental, lending and subscription models).

"Second Serial" means the right to publish one or more extracts from the Work in successive issues of a periodical magazine or newspaper (whether such magazine or newspaper is published in Electronic Format or in hard copy) beginning either after publication of the Publishers' first edition of the Work in volume form or after publication of the first extracts by the holder of the first serial rights within the same or other territory.

"Territory" means all countries, bases and locations throughout the world and the universe.

"Work" means the work described in Clause 1 of this Agreement (and any new editions of the Work) under this Agreement together with any abridgements, adaptations, or digital versions of the Work.

A handwritten signature or mark, possibly a stylized 'M' or 'N', located in the center of the page.

