PUBLISHING AGREEMENT

AGREEMENT, dated as of ____________________________________ between OXFORD UNIVERSITY PRESS USA of 198 Madison Avenue, New York, New York 10016 ("the Publisher"); and

Shaun Lovejoy
Physics
3600 University Street
McGill University
Montreal, Quebec
H3A 2T8
Canada

(“the Author”).

WHEREAS the Author has prepared or is preparing material for publication as described in Schedule I, which is provisionally titled What is the Climate? ("the Work") ; and

WHEREAS the Author has agreed to complete and deliver the Work to the Publisher and the Publisher has agreed to publish the Work on the terms of this Agreement.

NOW IT IS HEREBY AGREED that the Publisher and the Author hereby accept and agree to the terms of this Agreement, which incorporates the following Schedules, which are attached:

SCHEDULE I: Manuscript and Delivery Specifications
SCHEDULE II: Payments by the Publisher
SCHEDULE III: Standard Terms and Conditions

SIGNED by: _______________________________ Citizen of: __________
Shaun Lovejoy

SIGNED by: _________________________________
Sean Pidgeon, Publishing Director, Sciences Trade and Academic
for and on behalf of OXFORD UNIVERSITY PRESS USA

For Internal Use: OUP USA Editor’s Name: Jeremy Lewis
SCHEDULE I
MANUSCRIPT AND DELIVERY SPECIFICATIONS

DETAILED SPECIFICATION OF THE MATERIALS TO BE SUBMITTED

The Author will prepare a text that complies with the Publisher’s Manuscript Submission Guidelines and any other author guidelines and instructions that have been supplied to the Author on or before signing this Agreement. In addition, the manuscript will meet the following specific requirements:

1.1. Subject Matter and Treatment
This book describes in layman’s terms a new paradigm for understanding the atmosphere, that goes beyond just “weather” and “climate.” Veering from the popular expression that “the climate is what you expect, the weather is what you get”, this book takes the reader by the hand and explains that there is a third regime—macroweather—in between the weather and climate.

1.2. Length
The manuscript to be delivered by the Author will consist of approximately 95,000 words and 40 illustrations (the completed text is to make a book of approximately 304 pages). This word count includes all apparatus, including notes, references, bibliography, appendices, etc.

1.3. Text
As further specified in the Publisher’s Manuscript Submission Guidelines, the Author will deliver one complete copy of the final text of the manuscript in hard copy form (double-spaced), printed on one side only, and one in an electronic format approved by the Publisher, formatted in accordance with a template provided by the Publisher.

1.4. Illustrations
The Author will deliver the illustrations, photographs, and/or other artwork as:
- Camera-ready artwork
- Illustrations on disk (separate from the disk on which the text is delivered)
- Halftones

The Author will supply the illustrations, photographs and/or other artwork in accordance with the Publisher’s Manuscript Submission Guidelines.

1.5. Integral Material
The Author will supply, or, as provided below, will bear the cost of preparation of, the following materials ("Integral Materials"):  
- Foreword
- Preface
- Introduction
- Table of Contents
- Captions
- Tables
- Notes
- Glossary
- Graphs
- Charts
- Maps
- Appendices
- Book abstract
- Bibliography

If the Author does not supply any of these Integral Materials, the Publisher may arrange for the provision of the relevant items by others and may charge the reasonable cost thereof against any sums
due or to become due to the Author, or, at the Publisher’s discretion, such costs may be payable by the Author in cash, in which event the Author will pay such costs thirty (30) days following receipt of invoice delivered by the Publisher.

1.6. Index
The Author will be responsible for providing an index. The index will not be required until the Author has received the Manuscript proofs.

DELIVERY SCHEDULE
The Author will deliver to the Publisher no later than December 1, 2018 the material as listed in Paragraph 1 above together with:
A note of the exact number of words and illustrations in the delivered manuscript;
• A completed Author Questionnaire as supplied by the Publisher;
• A complete list of any textual or illustrative copyright material the copyright in which is not owned by the Author, with full details of the ownership or source of such material;
• Originals of permissions granted as needed for use of all third party copyright material included in the delivered manuscript
• One photocopy of each illustration;
• Electronic file correlation table

The Author agrees to keep at least one (1) copy of all materials delivered to the Publisher and will ensure that all copies of illustrative and other materials are kept in a safe environment.
SCHEDULE II
PAYMENTS BY THE PUBLISHER

For the purpose of this Schedule, the expression "Net Receipts" means the amounts actually earned and received in the United States by the Publisher from the sale or exploitation of the Work, less any commissions or fees payable in respect of such sale or exploitation. "OUP UK" means the Publisher's UK affiliate Oxford University Press, and "OPL" means Oxford Publishing Limited, a wholly owned subsidiary of OUP UK.

If the Publisher exercises a particular right for which a royalty or other compensation due to the Author is not otherwise provided in this Agreement, the Publisher will pay the Author compensation equal to its good faith determination of the fair market value to the Author of any such exercise of rights by the Publisher.

A. ROYALTIES
The Publisher will pay to the Author the following royalties:

1. PRINT EXPLOITATION
   On the regular sale, rental or other exploitation of the print edition of the Work:
   
   Hardcover
   (i) On all copies sold in the United States, except as provided in subpart (ii) below, 7.5% of Net Receipts stepped to 10% on sales over 1500 copies stepped further to 12.5% on sales over 3000 copies except as provided in subpart ii below
   (ii) On all copies sold for purposes of export 7.5% of Net Receipts

   Paperback
   (i) On all copies sold in the United States 7.5% of Net Receipts stepped to 10% on sales over 1500 copies stepped further to 12.5% on sales over 3000 copies except as provided in subpart ii below
   (ii) On all copies sold for purposes of export 7.5% of Net Receipts

   Stepped royalty rates apply to worldwide sales on each format separately and the royalty rate payable on sales of any new edition of the Work will revert to the originally specified rate.

2. ELECTRONIC PUBLICATION (except e-books)
   For the exploitation by the Publisher (including OUP UK and OPL) of all or part of the Work in any electronic form or medium, whether now known or hereafter devised, excluding e-books, but including (but not limited to):
   (i) inclusion of all or part of the Work in any online service or electronic information storage or retrieval system
   (ii) publication on CD-ROM
   (iii) the sale or rental of all or any part of the Publisher's electronic publication of the Work to a third party for inclusion in that third party's own electronic publication:

   5% of Net Receipts

3. E-BOOKS
   On the sale, rental, license or other exploitation of e-books (i.e. the individual publication of the verbatim text of all or part of the Work on a stand-alone basis in any electronic form or medium,
whether now known or hereafter devised), whether published or sold by the Publisher or by a third party under appointment or license by, or grant of rights from, the Publisher: 5% of Net Receipts

4. CO-PUBLISHING
   (i) **Royalty-inclusive co-published editions**: on all copies manufactured by the Publisher on a royalty-inclusive basis for sale to any overseas publisher a royalty of 10% of Net Receipts
   (ii) **Royalty-exclusive co-published editions**: Royalty rates for Translation Rights will apply to royalties received from all royalty-exclusive co-published editions (i.e. licensed co-published editions).

5. OTHER EDITIONS

5.1. Book Club
   (i) On all copies sold to a book club at a price inclusive of royalty 10% of Net Receipts.
   (ii) On all copies sold by a Book Club where the Book Club either manufactures copies itself or buys copies from the Publisher at a price exclusive of royalty (i.e. licensed book club rights) 40% of Net Receipts, after deduction of the costs of any necessary plate manufacture, transportation or other expenses arising from the licensing of such rights.

5.2. Audio
   (i) On all audio editions sold in the United States 10% of Net Receipts.
   (ii) On all audio editions sold for the purposes of export 10% of Net Receipts.

5.3. Custom Publishing
   On all copies of custom editions of the Work or material from the Work in print or electronic media created primarily for a particular institution 5% of Net Receipts (such royalty will be proportionately based on the amount of material included in the product compared to the total amount of material in such product as provided in Paragraph A6 of this Schedule). In the event that the Publisher utilizes only small portions or quotes from the Work, a permission fee equal to the Author’s share of the standard fee for permissions (as provided in B1.6 below) will be paid to the Author.

5.4. Special Sales
   On special sales, i.e. copies sold in the United States at a discount of sixty percent (60%) or more off of the List Price, including, without limitation, sales outside the ordinary channels of trade 5% of Net Receipts.

   Sales of “other editions” of the Work as above in this Paragraph A5 will not be included in the number of total sales for the purpose of calculating entitlement to an increased royalty rate under Paragraph A1 of this Schedule.

6. COMPOSITE WORKS
   If the Work or part of the Work is exploited as part of any larger composite work, collection or anthology in any format whether print or electronic and whether by the Publisher or by a third party with the agreement of the Publisher, the Publisher will determine in good faith what proportion of the larger work the Work represents and calculate royalties due to the Author under the above paragraphs in accordance with that proportion.

   Notwithstanding anything to the contrary in the foregoing, if the Publisher receives from a third party an allocation of the amount received by the Publisher from the sale or licensing of the Work and other work(s), the Publisher may use that allocation.
7. **REMAINDERS**
   No royalties will be payable on remaindered copies (i.e. copies sold for less than the manufacturing cost thereof plus ten percent (10%).

8. **LOST, DAMAGED, SAMPLE OR REVIEW COPIES**
   No royalties will be payable on any sample or review copies of the Work (or part thereof) supplied in any media by the Publisher for promotional, publicity, or similar purposes that the Publisher deems appropriate; or on any copies that may at any time be lost, damaged or destroyed by any cause.

B. **SUBSIDIARY RIGHTS**
   1. For the licensing of subsidiary rights in the Work, the Publisher will pay to the Author as follows:

<table>
<thead>
<tr>
<th>Rights</th>
<th>Payment due to Author as% of Net Receipts</th>
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<tbody>
<tr>
<td>1.1 Translation Rights (in all formats)</td>
<td>40%</td>
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<tr>
<td>1.2 Licensed Reprint Rights:</td>
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</tr>
<tr>
<td>Hardcover: on all English language hardcover copies of the Work sold by another publisher reprinted under license from the Publisher, after deduction of the costs of any necessary plate manufacture, transportation or other expenses arising from the licensing of such rights</td>
<td>40%</td>
</tr>
<tr>
<td>Paperback: on all English language paperback copies sold by another publisher reprinted under license from the Publisher, after deduction of the costs of any necessary plate manufacture, transportation or other expenses arising from the licensing of such rights</td>
<td>40%</td>
</tr>
<tr>
<td>1.3 Sound reproduction, i.e. the rights to create and to use nondramatic English language readings of all or any portion of the Work (including condensed, adapted and abridged versions), whether in the form of records, tape recordings, sound cassettes, compact discs, electronic media or other technologies now known or hereafter devised</td>
<td>40%</td>
</tr>
<tr>
<td>1.4 Electronic Publishing Rights (except e-books), i.e. the right for a third party other than the Publisher, OUP UK or OPL to publish all or part of the Work in any electronic form or medium, whether now known or hereafter devised, including but not limited to publication on CD-ROM or inclusion of all or part of the Work in any online service, electronic information storage, or retrieval system provided by the third party (but excluding e-books, as to which Schedule II Paragraph A3 above applies)</td>
<td>15%</td>
</tr>
<tr>
<td>1.5 Braille, large-type and other editions for the visually impaired or for the disabled or as required by law, unless such rights are granted by the Publisher without charge</td>
<td>40%</td>
</tr>
<tr>
<td>1.6 All Other Subsidiary Rights not mentioned above (including without limitation</td>
<td>40%</td>
</tr>
</tbody>
</table>
Anthology, Serialization, Quotation, Syndication, Mechanical Reproduction, Permissions, Broadcasting, Television, Dramatic, Film, Video, Microform, Digest, Abridgement, Condensation, Strip Cartoon Picturization, and Merchandising Rights)

2. All subsidiary rights not mentioned above will be controlled by the Publisher but if royalties due to the Author cannot otherwise be determined by reference to Schedule II paragraph B1 or Schedule II paragraph A6 where relevant, the Author will be entitled to a fair percentage of the Net Receipts in line with publishing practices at the relevant time, as determined in good faith by the Publisher.

3. The Author will refer to the Publisher any inquiries s/he may receive regarding the exploitation of subsidiary rights in the Work.

4. For purposes of clarity, it is hereby acknowledged that the Publisher has the right for publicity and promotional purposes to permit without charge the publication or broadcast in any medium of such selections from the Work as may, in the opinion of the Publisher, benefit the exploitation of the Work.

5. In addition to the exclusive right to sell or license the subsidiary rights, the Publisher will be entitled to exercise such subsidiary rights itself.

C. ADVANCE PAYMENTS
The Publisher agrees to pay the Author an advance against all amounts accruing under this Agreement of $1500, payable as follows:

   a. $750 on full execution of this Agreement;
   b. $750 on acceptance of the Work by the Publisher in accordance with Paragraph 4 of Schedule III of the Agreement;

The terms of this paragraph will not apply to any revised edition of the Work.
SCHEDULE III
STANDARD TERMS AND CONDITIONS

1. **GRANT AND COPYRIGHT**

1.1. The Author hereby grants and assigns to the Publisher for the legal term of copyright (including any renewals, extensions, reversions and continuations thereof) all rights and interests in the Work and any new or revised, adapted or abridged editions thereof, including without limitation the exclusive rights, by itself and/or with others, to print, publish, republish, transmit, display, sell and distribute the Work and to prepare, publish and distribute derivative works based thereon, in all languages throughout the world, in any form or media of expression whatsoever now known or hereafter developed or invented (including without limitation any form of electronic publication distribution or transmission that the Publisher may wish); and to license such rights to others as set forth in Schedule II Paragraphs A3 and B on such terms as the Publisher may determine.

1.2. The copyright in the Work will belong to the Publisher. The Publisher will cause the copyright notice authorized by U.S. copyright law to be imprinted in each copy of the Work issued by it. The grant in Paragraph 1.1 above includes a grant to the Publisher of the right to secure registration of copyright in the Work in the Publisher’s name or any other name the Publisher elects in such countries as the Publisher may deem expedient; the Author agrees to take all steps necessary to effect such registration or any renewal thereof. The Author agrees to execute and deliver to the Publisher any and all documents in proper or customary form necessary or helpful to record in the United States or other copyright office the Publisher’s ownership of the copyright in the Work.

1.3. The Author also hereby grants to the Publisher, for the same term as specified in Paragraph 1.1, the right in any medium (whether now known or hereafter devised) to display the Author’s name, likeness and biographical information in and on the Work or any portion thereof, in and on any derivative work based thereon and in any advertising, publicity and promotional materials used to market the Work, any portion thereof and/or any such derivative work.

2. **DELIVERY OF THE WORK**

2.1. Time will be of the essence in respect of the delivery date(s) specified in Schedule I.

2.2. Should the Author fail to deliver all the materials specified in Paragraph 1 of Schedule I in form and content satisfactory to the Publisher and/or fail to deliver on the delivery date(s) stated in Schedule I (or on such other date(s) as may be agreed in writing), then the Publisher, after giving the Author thirty (30) days’ written notice, may decline to publish the Work. If the Publisher so declines by notice in writing, the Author will refund any part of any amounts paid by the Publisher to the Author under this Agreement within thirty (30) days of a request in writing from the Publisher to do so, upon which repayment this Agreement will terminate.

3. **PERMISSIONS**

3.1. If releases or permission are required for any material contained in the Work (including without limitation textual extracts or illustrations, photographs, maps, diagrams, tables, artwork and/or software), then the Author will obtain satisfactory permissions or releases as needed to reproduce the same in the Work as directed by the Publisher. The Author will forward the originals of the permissions to the Publisher as soon as possible after signing this Agreement and in any event no later than the date agreed with the Publisher for delivery of materials. The costs of permissions will
be paid by the Author.

3.2. If the Author fails to clear and/or pay for permissions as stated above, the Publisher has the right to obtain or engage another person or entity to obtain the necessary clearances and/or make the necessary payments to third parties. Any costs incurred by the Publisher in obtaining such clearances will be charged against any amounts due to the Author from the Publisher, unless such amount is insufficient to cover the permission fees, in which case the Author will repay the amounts so paid by the Publisher within thirty (30) days of receipt from Publisher of an invoice therefor.

3.3. If the Work contains a substantial portion of material from documents prepared by a U.S. government employee within the scope of his/her employment and not subject to copyright, the Author will notify the Publisher in writing of the existence and location of such material in the Work.

4. ACCEPTANCE OF THE WORK

4.1. The Work must be satisfactory to the Publisher, in its sole discretion, in organization, content and form. Subject to the foregoing, the Publisher is not obliged to accept the Work for publication unless, in the Publisher’s opinion, it is fit for publication and also conforms in all material respects with the specification of the Work in Paragraph 1 of Schedule I, regardless of whether the Publisher may have accepted any partial submissions prior to submission of the final materials or paid any portion of any amounts due as a result thereof. Without limiting the foregoing, the Publisher may conform the manuscript of the Work to its standard style in punctuation, spelling, capitalization and usage. If the Author delivers a manuscript for the Work exceeding the word/page count specified in Paragraph 1 of Schedule I, the Publisher may, at its sole discretion, choose to exercise the rights specified in Paragraphs 2.2 and 4.2 hereof or to accept the manuscript on the condition that the royalty rates specified in Paragraph A1 of Schedule II will be reduced on all editions commensurate to the increase in length.

4.2. If the Publisher does not accept the Work, the Publisher will notify the Author in writing within one hundred twenty (120) days of the Author’s delivery of the materials for the Work, giving reasons for not accepting the Work, and the Publisher will, at its option:

(i) ask the Author (in writing) to amend the Work by a revised deadline and Schedule I will be deemed amended accordingly. All references in this Agreement to Schedule I will thereafter be deemed to be references to Schedule I as amended; or

(ii) terminate this Agreement, in which event the Author will promptly repay to the Publisher any part of any amounts that have already been paid to the Author by the Publisher under this Agreement and neither party will then have any liability to the other in respect of such termination.

5. PROOFING AND PREPUBLICATION REVIEW.

The Author will read, check, and correct the copyedited manuscript and the final proofs of the Work and return them promptly to the Publisher according to a schedule reasonably set by the Publisher, failing which the Publisher may consider the Work as approved for press by the Author and may make the changes it deems necessary and proceed with the publication of the Work. The Publisher will determine which stage of the proofs the Author will read in accordance with the requirements of the Publisher’s publication schedule. Apart from errors introduced by the printer or Publisher, all costs of making the Author's corrections, additions or deletions to the proofs or to the preparation and reproduction of artwork in the Work exceeding 10% of the costs of composition of proofs and
preparation of such artwork, respectively, will be borne by the Author and will be deductible from payments due to the Author by the Publisher, except that, if the Publisher so requests, payments therefor will be made in cash.

6. PUBLISHER’S OBLIGATIONS

6.1. Subject to its acceptance of the finished material (it being acknowledged that the Publisher has the right to make editorial changes to the Work to prepare it for publication), the Publisher will publish the Work at its own expense and in such a form as it considers, in its sole discretion, to be appropriate (including print on demand), and will have the final decision over all matters relating to the production, publication, promotion, advertising, sale and distribution of the Work, including but not limited to the format, imprint, trademark, logo or other identification, title, paper, type, printing, binding, jacket or cover, design, illustration, number and distribution of free copies, print number, price, distribution and terms of sale of the Work and any of subsequent edition or printing.

6.2. All materials supplied by the Author will be returned to the Author if the Author so requests in writing, provided that they are no longer required by the Publisher. If the Author has not requested the return of any materials supplied by the Author within six (6) months after publication of the Work, then the Publisher will have the right to dispose of the said materials as the Publisher wishes.

7. CONFLICTING WORKS

During the continuance of this Agreement, the Author will not write, edit, print or publish or cause to be written, edited, printed or published any work that may reasonably be regarded by the Publisher as likely to compete with or prejudicially affect the sale of the Work or the exploitation of any rights in the Work granted to the Publisher under this Agreement.

8. AUTHOR’S COPIES

Upon initial publication of the Work, the Author will receive ten (10) copies of the Work free of charge and (subject to availability in inventory) will be entitled to purchase at sixty percent (60%) of the U.S. recommended retail price any further copies of the Work required for the Author’s personal use and not for resale.

9. PAYMENTS AND ACCOUNTING

Subject to the terms of this Agreement, the Publisher will make to the Author the payments shown in Schedule II.

9.1. The Publisher will compile statements of sales and other exploitation of the Work and of earnings from the sale or licensing of subsidiary rights as of the 31st day of March and the 30th day of September in each year following the initial publication of the Work, and, on or before the 1st day of July and the 2nd day of January following, will deliver such statements together with payments for the amount shown due to the Author. The Publisher reserves the right not to pay sums otherwise due to the Author if the amount due is less than (a) ten dollars ($10.00) if the Author has submitted to the Publisher documentation to enable payment to be made via direct deposit, or, if no such documentation has been submitted, (b) two hundred and fifty dollars ($250.00), in which case the sum will be carried forward to the next statement period in which the cumulative balance has reached ten dollars ($10.00) or two hundred and fifty dollars ($250.00), as relevant.

9.2. In the event the Publisher makes any payment to the Author prior to the first accounting date, such payment will be treated as an advance on royalties, unless otherwise agreed in writing.
9.3. For the avoidance of doubt, notwithstanding that the Publisher will generally account to the Author for royalties on the sale or rental of the Work at the time when the transaction in question is invoiced to the Publisher’s customer, the royalties on such transactions are not actually due to the Author until such time as the monies relating to such sale are earned and received by the Publisher in full. All sums paid to the Author by the Publisher before such monies are earned and received are a returnable advance against royalties due. Any such returnable advance, as well as any overpayment made by the Publisher to the Author in respect of the Work (whether due to bad debts, credits given on returns (including returns of previous editions of the Work) or otherwise) may be deducted from any sums subsequently due to the Author from the Publisher under this or any other Agreement with the Publisher; provided that if any such overpayment is not recouped by the Publisher within three (3) accounting periods, the Author, upon written request by the Publisher, will pay the Publisher such overpayment. For the further avoidance of doubt, the Author will be entitled to receive monies earned by the Author under this Agreement only to the extent such monies earned by the Author exceed the total of any advance paid under this Agreement.

9.4 In making any payments to the Author under any provision of this Agreement, the Publisher will have the right to deduct and withhold a reserve against returns of copies of the Work in a reasonable amount related to the Publisher’s expectations at the time the relevant accounting statement is prepared of sales and returns of the Work. (Without limiting the foregoing, if the publisher anticipates that the Work may become unavailable for sale as provided below, then the Publisher may withhold such reserve against returns to cover returns of the Work within eighteen (18) months following the date it becomes unavailable for sale.) Also, in making any payments to the Author hereunder, the Publisher will have the right to deduct any sums due to the Publisher from the Author and to withhold any amounts required by applicable tax or other law or regulation.

10. AUTHOR’S REPRESENTATIONS, WARRANTIES AND INDEMNITY

10.1. The Author represents and warrants to the Publisher and its assignees and licensees that: the Author owns and has the right to convey all of the rights conveyed herein to the Publisher and has the unencumbered right to enter into this Agreement; the Author is the sole author of the Work (or of the Author's contribution to the Work, as the case may be): the Work or the Author's contribution to the Work is original and has not previously been published in any form (except for material of others included in the manuscript with the Publisher’s written consent and the written permission of the copyright proprietor or written confirmation of the Publisher’s determination that permission is not needed); the Work is in no way whatsoever a violation or infringement of any existing copyright or license or duty of confidence or duty to respect privacy or any other right of any person or party; neither the Work nor any material portion thereof is, or will be during the statutory term(s) of copyright, in the public domain; the Work contains nothing that violates any right of privacy, is defamatory or otherwise violates any other right of any kind of any person or entity, nor does the Work contain anything that is obscene or in any other way unlawful or misleading; the Author has not misrepresented to the Publisher the Author’s academic or other credentials; and all statements in the Work purporting to be facts are true and any recipe, formula, diagram, table, recommended treatment, dosage or instruction contained therein, whether textual or illustrative, and whether intended to be informative or instructional, is based on the best information currently available.

10.2. The Author agrees to indemnify and hold harmless the Publisher, its affiliates, assignees, and licensees and its and their respective directors, officers, members, managers, employees, agents, distributors and customers (each, an “Indemnitee”) against any damage, loss, liability, injury, or cost or expense (including without limitation reasonable attorneys’ fees and costs), settlement or judgment arising out of any claim (a “claim”) by third parties that any of the above representations or warranties has been breached. If a claim is brought against an Indemnitee, the Publisher will have
the right to defend with counsel of its own choice. The Author agrees to cooperate in the defense and will have the right to participate in the defense at the Author’s own expense. The Publisher may withhold payments due or to become due to the Author under this Agreement pending the final resolution of the claim and/or apply any such payments to the reduction of the obligations of the Author to the Indemnitees described in this Paragraph 10.2.

10.3. All representations, warranties and indemnities contained in this Agreement will survive the expiration or termination of this Agreement.

11. NEW EDITIONS

11.1. The Author will, if called upon to do so by the Publisher and without additional charge to the Publisher, prepare new editions of the Work as may be needed to keep the Work up to date on a schedule the Publisher reasonably requests.

11.2. In the event that agreement is not reached within a reasonable time (not exceeding three [3] months) on the terms for the preparation of a new edition or if, for any reason, the Author does not or cannot timely prepare a new edition in form and content satisfactory to the Publisher after a reasonable opportunity has been provided for doing so, the Publisher may employ an alternative person or persons to prepare that and any subsequent edition of the Work in such a manner as the Publisher may consider appropriate. In such event, the Publisher will be entitled to deduct all or part of the remuneration payable to such person(s) from any royalties payable to the Author on such edition(s), provided that the Author will be paid no more than 50% of the royalties otherwise due or to become due to the Author under the terms of this Agreement for the first such edition of the Work in which the Author does not participate; no more than 25% of such royalties for the second edition of the Work in which the Author does not participate; and no royalties for the third and subsequent edition of the Work in which the Author does not participate. Also in such event, the Publisher may (but will not be obligated to) publish the Work in the joint names of the Author and such person(s) or under such names and in such style as the Publisher may (at its sole discretion) consider appropriate in the circumstances.

12. DEATH OR DISABILITY OF AUTHOR

12.1. In addition to the rights granted to the Publisher pursuant to Paragraph 4.2 above, if the Author be prevented by disability or death from completing the Work, the Publisher may, at its option, either:

(i) purchase from the Author’s executors administrators or assigns (as the case may be) such writings the Author has done in respect of the Work and a grant and assignment of the copyright therein at a price to be agreed in lieu of any monies that would otherwise be owing pursuant to this Agreement if the Author had completed the Work, and entrust the completion of the Work to another party; or

(ii) terminate the Agreement by notice in writing, without liability for any payment to the Author's executors administrators or assigns.

13. WASTING AND REMAINDERING
   If, in the Publisher's opinion, the Work has ceased to have a sufficiently remunerative sale, the Publisher may remainder and/or waste any remaining stock, but will not do so within twelve (12) months after first publication of the Work, unless otherwise agreed with the Author.
14. REVERSION OF RIGHTS

14.1. If, at any time after five (5) years from Publisher’s initial publication of the Work, the Work becomes “unavailable for sale” (as defined below), the Publisher will, within six (6) months after receipt of a written request from the Author for reversion of rights in the Work, either (a) arrange for the reprinting or reissuing of the Work by the Publisher or a licensee, or (b) terminate this Agreement and, upon payment to the Publisher of any sums owed by the Author to the Publisher, revert all rights in the Work to the Author, subject to the provisions of the remainder of this Paragraph. For purposes hereof, the Work will be considered “unavailable for sale” if there is no edition of the Work published or licensed by the Publisher available for sale in any English language edition and there is no agreement in place between the Publisher and a third party for the publication within a reasonable period of a sublicensed edition in the English language; the Work will not be considered “unavailable for sale” if it is available via regular retail channels. Notwithstanding the foregoing, if it is not possible for the Publisher to reprint or reissue the Work for reasons connected with any war, strikes, lockouts, or other circumstances beyond the Publisher's reasonable control, the Work will not be considered “unavailable for sale.”

14.2. Any agreement entered into before the termination of the Publisher's rights in the Work (whether under Paragraph 14.1 or any other provision of this Agreement) will continue in force for the duration of its term and the Publisher will continue to receive and retain the proceeds therefrom (paying the Author the Author’s royalties or other earnings on such proceeds). The Publisher may, following termination, sell or otherwise dispose of any remaining stock on hand at the date of termination and any copies returned thereafter and may print and sell additional copies to the extent necessary to meet the above-described pre-existing contractual commitments.

15. OPTION

The Publisher will have the first opportunity to read and consider for publication the Author's next work. If the Publisher and Author are unable to agree to terms for its publication within a reasonable period, the Author may enter into an agreement with another publisher, provided that the Author will not subsequently accept from anyone else terms equivalent to or less favorable than those offered by the Publisher.

16. JURISDICTION AND CHOICE OF LAW

This Agreement will be governed and interpreted according to the laws of the State of New York as if executed and fully performed in New York, but without regard to the State’s principles of conflicts of laws. The Federal and State courts located in New York county will have exclusive jurisdiction over any disputes arising in connection with this Agreement and each of the parties hereby consents to the jurisdiction of such courts.

17. GENERAL

17.1. This Agreement may not be amended, varied, or supplemented except by a writing signed by the parties or their duly authorized representatives. This Agreement sets forth the entire agreement between the parties regarding its subject matter and supersedes and replaces all prior discussions, arrangements, and agreements (whether written or oral) relating thereto. In the event of any conflict between this Schedule III and either or both of Schedule I and Schedule II, the provisions of Schedule I and/or Schedule II (as relevant) will control.

17.2. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions, which will remain in full force and effect. The parties will use their best efforts to achieve the purpose of any invalid provision by a new, legally valid
stipulation. No failure or delay on the part of either party to exercise any right or remedy under this Agreement or any single or partial exercise of such right or remedy will be construed as a waiver thereof.

17.3 The Publisher may assign this Agreement or any of its interests in it and may delegate its duties. Because this Agreement is a personal service contract, the Author may not assign it nor may the Author delegate its duties without the Publisher’s prior, written consent; provided, however, that the Author may assign any monies due or to become due to the Author under this Agreement upon giving the Publisher written notice of such assignment. Any assignment in contravention of this Paragraph will be null and void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Publisher and the successors, heirs and estate of the Author.

17.4 Any notice required or permitted to be given under this Agreement will be sufficient if sent to the address for each of the parties set forth at the beginning of this Agreement (unless the relevant party has specified different contact details by thirty (30) days’ notice to the other) by regular or first class mail, overnight delivery or by personal delivery (unless the provision regarding such notice calls for another type of dispatch, in which case such type of dispatch will be required). Such notices will be deemed given: three (3) business days following the date of posting if sent by mail; one (1) business day following the date of posting by overnight delivery or by personal delivery (provided that receipt of such delivery is evidenced by signature for and on behalf of the addressee).