

CONTRIBUTOR'S AGREEMENT

AGREEMENT DATED Aug 2, 2021 BETWEEN

- (1) **OXFORD UNIVERSITY PRESS** of Great Clarendon Street Oxford OX2 6DP ("the Publisher");
and
- (2) **J. DANIEL ELAM** of Department of Comparative Literature, University of Hong Kong, Run Run Shaw Tower (Centennial Campus), Room 9.42, Pokfulam Road, Hong Kong, Hong Kong SAR ("the Contributor")

WHEREAS

- A. The Contributor is submitting material (a chapter or section) currently entitled 'Rioting and the Crowd in Mulk Raj Anand's *Untouchable* and Virginia Woolf's *Mrs Dalloway*' ("the Text") to be included in a volume which is provisionally entitled *Writing the Global Riot: Literature in a Time of Crisis* ("the Work") and edited by Jumana Bayeh, Helen Groth, and Julian Murphet ("the Editor").
- B. The Contributor has agreed to submit the Text to the Editor on the terms of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

The Publisher and the Contributor hereby accept and agree to the terms of this Agreement, which incorporates the following Schedules which are attached:

SCHEDULE I: Specific terms and conditions
SCHEDULE II: Standard terms and conditions

SIGNED by  Karen Raith (Aug 2, 2021 09:16 GMT+1)

KAREN RAITH for and on behalf of **OXFORD UNIVERSITY PRESS**

 James Daniel Elam (Jul 31, 2021 10:57 GMT+2)

SIGNED by **J. DANIEL ELAM**

SCHEDULE I
SPECIFIC TERMS AND CONDITIONS

1 PREPARATION AND DELIVERY OF THE TEXT

- 1.1 The Text shall meet the following requirements:

Length: **7,000 words**

- 1.2 The Contributor agrees to submit the Text to the Editor by the following date:

1ST MAY 2022

printed double-spaced and single-sided on A4 paper with all necessary footnotes, paragraph numbers, headings, etc. complete and in accordance with the Publisher's style guidelines, plus a floppy disk or disks of the same identical Text in agreed word processing format.

- 1.3 The Contributor shall read and correct the proofs of the Text and shall return the proofs to the **Editor** promptly; amendments made at proof stage will be strictly limited to the correction of factual or legal inaccuracies and of typographical errors.

2 REMUNERATION

- 2.1 In consideration for providing the Text for publication in the Work on the terms of this Agreement, the Contributor shall be entitled to receive on publication 1 presentation copy of the Work.

SCHEDULE II

STANDARD TERMS AND CONDITIONS

1 DELIVERY AND PUBLICATION

- 1.1 The Contributor agrees to prepare and deliver the Text in accordance with Schedule I.
- 1.2 The Text must be satisfactory to the Publisher, in its sole discretion, in organization, content and form. If the Publisher does not accept the Text, or if the Contributor fails to deliver all of the materials specified in Schedule I on the delivery date(s) specified therein, then the Publisher may terminate this Agreement and in such event the Publisher will have no further obligation or liability to the Contributor.

2 COPYRIGHT AND TITLE

- 2.1 The Contributor hereby assigns to the Publisher with full title guarantee for the legal term of copyright including any renewals and extensions, the copyright in the Text, present and future (which for the avoidance of doubt includes without limitation the right to reproduce and display the Text by way of all forms of electronic publication whether now known or hereinafter invented and the right itself or through Oxford Publishing Limited or through Oxford University Press USA to grant sub-licences of all translation and subsidiary rights on such terms as the Publisher shall determine), all rights in the nature of copyright, rental and lending and database rights and all other intellectual property rights in the Text in all languages throughout the world.
- 2.2 The Contributor agrees that the Publisher and/or the Editor may amend and alter the Text in such manner as the Publisher and/or the Editor may reasonably consider necessary.

3 PERMISSIONS

- 3.1 If the Text includes textual extracts or illustrations, photographs, maps, diagrams, tables, or copyright artwork from third party copyright works, the Contributor shall be responsible for obtaining written permissions from the respective copyright owners to reproduce the same in the Text and in all editions and in all forms thereof which are the subject of this Agreement and shall forward the originals of the permissions to the Editor as soon as possible after signing this Agreement and in any event no later than the date agreed with the Publisher for delivery of the Text. The costs of permissions shall be paid by the Contributor.

4 MORAL RIGHTS

- 4.1 The Contributor agrees that amendments alterations or additions to the Text made by the Publisher or the Editor or a third party pursuant to Clauses 2.2 or 8.2, whether for the purpose of completing the Text, preparing revisions to or new editions of the Text or otherwise, will not infringe the Contributor's right of integrity in the Text as provided in the Copyright, Designs and Patents Act 1988. The Contributor further hereby waives such right when such a waiver is an essential condition of the exercise of any of the subsidiary rights.

5 PAYMENTS AND TAX

- 5.1 Any costs or other amounts to be borne by the Contributor under this Agreement may be, at the Publisher's option: (i) deducted from sums payable to the Contributor under this Agreement or any other agreement with the Publisher; (ii) treated as an advance against remuneration to be paid to the Contributor under this Agreement (if applicable) or any other agreement with the Publisher; or (iii) payable by the Contributor within thirty (30) days of receipt of an invoice from the Publisher.

- 5.2 The Publisher shall pay all amounts due to the Contributor after the deduction and/or withholding of such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any tax authority.
- 5.3 Unless expressly stated to the contrary in this Agreement, all amounts referred to in this Agreement shall be interpreted as being amounts exclusive of value added tax, goods and services tax and any similar sales or excise tax ("Sales Tax").
- 5.4 Contributors who are registered for value added tax ("VAT") in the UK should provide their VAT number and the Publisher shall account for VAT under a self-billing scheme. Contributors who are registered for VAT in countries of the European Union outside the UK should provide their VAT number and the Publisher shall account for VAT under the reverse charge provisions of the European VAT Directive (Directive 2006/112/EC) or any statutory modification or replacement thereof in force from time to time. Should the Contributor fail to supply a VAT number the Publisher shall not pay VAT on any amounts due under the terms of this Agreement.

6 JOINT CONTRIBUTORS

- 6.1 Where two or more persons participate in the production of the Text and are parties to this Agreement then:
- 6.1.1. the term "Contributor" shall be understood to mean contributors in the plural and the liability of the Contributors shall be joint and several;
- 6.1.2. if one Contributor of the joint Text for any reason ceases to contribute to the Text or contributes less than originally agreed between the Contributors themselves or between the Contributors and the Publisher the Publisher shall be entitled to continue to publish the Text (if necessary by commissioning another contributor to assume responsibility for that Contributor's contribution) in the joint names of the Contributors and such third party or as it may consider appropriate in the circumstances and the Publisher shall in its sole discretion but after full discussion with the Contributors determine what proportion of the remuneration due hereunder ought fairly to be paid to the Contributor who has ceased to contribute or has reduced his/her contribution to the Text including in any second or subsequent edition;
- 6.1.3. in the event of a dispute between the joint Contributors over the preparation and/or content of the Text, over payment or over any other matter relating to the Text (after full discussion with the Contributors and the Editor) the Publisher shall resolve the dispute and the Contributors agree to abide by the Publisher's decision;
- 6.1.4. the Publisher shall not be obliged to take account of any partnership or other relationship between the Contributors.

7 COMPANY CONTRIBUTOR

- 7.1. If the Contributor, or in the case of joint Contributors, one or more of the Contributors is a registered company then:
- 7.1.1. this Agreement is conditional on receipt by the Publisher within seven days of execution hereof a letter in a form satisfactory to the Publisher (a copy of which has been given to the Contributor prior to the date hereof), signed by the person(s) named in Schedule I as the writer(s);
- 7.1.2. each such Contributor warrants that it will procure that its obligations under this agreement will be fulfilled by the person named in Schedule I as the writer on its behalf; and
- 7.1.3. each such Contributor warrants that the person so named will be at all relevant times an employee of the Contributor.

- 7.2. If the Contributor, being a registered company, shall be unable to pay its debts as they fall due, or is otherwise insolvent, it shall forthwith transfer its rights under this Agreement to the person named in Schedule I as the writer for the company on terms that such person shall assume the benefit and all the obligations of the company under this Agreement, failing which the Publisher may terminate this Agreement forthwith.

8 CONTRIBUTOR'S WARRANTY AND INDEMNITY

- 8.1 The Contributor hereby warrants to the Publisher that the Text is an original work, has not been published and is not under consideration for publication elsewhere and that neither the Text nor any part of it is in any way whatever a violation of any existing copyright, that it contains nothing obscene, indecent, objectionable or libellous, that the Contributor has not misrepresented to the Publisher the Contributor's academic or other credentials, and that the Contributor has full power to make this Agreement. The Contributor agrees to indemnify the Publisher its assignees and licensees against any loss, injury or expense arising out of any claims by third parties that this warranty has been breached.
- 8.2 The Publisher reserves the right, having first requested the Contributor to do so, to alter text of the Text as may appear to it appropriate for the purpose of modifying or removing any passage which on the advice of its lawyers may be considered objectionable or likely to be actionable at law, but any such alteration or removal shall not affect the Contributor's liability under this warranty and indemnity in respect of text not amended.
- 8.3 All warranties and indemnities contained in this Agreement shall survive the termination of this Agreement.

9 ETHICAL CONDUCT

- 9.1 The Contributor undertakes to the Publisher that he/she is, and will continue to be at all times, in compliance with all applicable laws related to fraud, bribery, corruption and related matters.

10 GENERAL

- 10.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 10.2 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 10.3 The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions which shall remain in full force and effect. The parties shall use their best efforts to achieve the purpose of the invalid provision by a new, legally valid stipulation.
- 10.4 Neither party shall be liable to the other for non-performance in the event of circumstances occurring outside their reasonable control which shall include for the avoidance of doubt strikes.
- 10.5 This Agreement is personal to the Contributor but the Publisher expressly reserves the right to assign subcontract or sublicense its rights and obligations under this Agreement in whole or in part.
- 10.6 Any notice required or permitted to be given under this Agreement shall be properly given by a party if it is sent in a legible form by first class recorded delivery or registered post or by personal delivery to the contact details set out at the beginning of this Agreement unless either party has by 10 days' notice to the other specified different contact details.

- 10.7 This Agreement sets forth the entire agreement between the parties regarding the subject matter hereof and supersedes and revokes all prior discussions, arrangements and agreements written or oral relating thereto. Each party confirms that it has not relied upon any representation not recorded in this Agreement save that this Clause shall not apply to any statement, representation or warranty made fraudulently.
- 10.8 This Agreement shall not be amended varied or supplemented except in writing signed by the parties or their duly authorised representatives.
- 10.9 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 shall be construed as a waiver thereof.
- 10.10 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
- 10.11 This Agreement may be executed in any number of identical counterparts and each party agrees that signatures exchanged by facsimile, e-mail or other digital/electronic means will have the same validity, force and effect hereunder as manual signatures.