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	AUTHOR CONTRACT	ЕВ
This P	Publishing Agreement is made this24-May-23	РВ
betwee	Anvitaa Bajaj en	
(1)	Saswat S. Das, Deepak Mathew and Ananya Roy Pratihar of	
	Saswat S. Das B-128, Indian Institute of Technology Kharagpur, Midnapur 721302 West Bengal, India	
	and	
	Deepak Mathew Department of Humanities and Social Sciences Indian Institute of Technology Kharagpur West Bengal 721302, India	
	and	
	Ananya Roy Pratihar Flat-301, Block-A, Sai Residency Near R. I Office, Gothapatna Bhubaneswar 751003, India	
	(the 'Author', which includes the Author's executors, administrators, successors and assis as may be appropriate);	gnees,
	and	
(2)	Routledge, an imprint of Informa UK Limited trading as Taylor and Francis C whose registered office is at 5 Howick Place, London, SW1P 1WG, UK and whose proplace of business is at 2 Park Square, Milton Park, Abingdon, Oxfordshire, OX14 4RN, U 'Publishers', which includes the Publishers' administrators, assigns and successors in business may be appropriate).	incipal K (the
Agree	d terms	
1	Author's Obligations	

1.1 The Author agrees to write, compile or edit, a work provisionally titled

Towards Planetary Justice: Re-inventing the Post-Colonial through Deleuze and Zizek

together with the Chapter Abstracts as set out in clause 1.2(c) below (together, the 'Work').

1.2 The Author will deliver to the Publishers by **30 December 2023** (the '**Due Date**'):

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- (a) the complete typescript of the Work in Microsoft Word format or another recognisably generic format such as Rich Text Formatting (RTF) which will be no longer than **80,000 words** approx. (including the references, bibliography, figures, illustrations and index), and will be prepared according to the Publishers' Guide for Authors as amended from time to time and supplied to the Publishers in accordance with the provisions of Schedule 1 to this Agreement;
- (b) all photographs, drawings, diagrams, tabular material and any other material as are necessary to illustrate and complete the Work (together, the 'Illustrations'). The Illustrations supplied by the Author will be ready for reproduction and in accordance with the provisions of Schedule 1 to this Agreement, and the Author will, upon demand from the Publishers, reimburse the Publishers for all costs incurred by the Publishers if the Illustrations need correction or redrawing. In addition, the Illustrations and other additional material will be returned to the Author if the Author requests this, but the Publishers will not be responsible for any accidental loss or damage to the Illustrations and other additional material while it is in their possession;
- (c) an abstract in respect of each and every chapter in the Work, being a summary of 100-200 words which outlines the content of that chapter (each a 'Chapter Abstract). Should the Author be unable or unwilling for any reason to deliver the Chapter Abstracts to the Publishers by the Due Date, the Publishers shall be entitled to arrange for the Chapter Abstracts to be prepared by another party in its sole discretion, and the Author will, upon demand from the Publishers, reimburse the Publishers for all costs incurred by the Publishers in connection therewith;
- (d) a complete list of any third party materials included in the Work and, unless otherwise agreed in writing with the Publishers, copies of any relevant correspondence and permissions as set out in clause 1.3 below; and
- (e) the Author's ORCID identifier, if the Author wishes, pursuant to clause 1.4 below.

1.3 The Author will:

- (a) be solely responsible for obtaining and paying for any third party permissions for the use in the Work of any material in which the copyright or any other intellectual property rights are owned by a third party, and when seeking such permissions the Author will obtain both print and electronic rights so that the materials can be used in both print and eBook formats of the published Work;
- (b) retain a duplicate copy of the Work, the Illustrations and all other material supplied to the Publishers; and
- (c) by no later than the time that page proofs are approved for publication as described in Clause 6, compile an index for the Work, of a length and nature acceptable to the Publishers. Should the Author be unable or unwilling to compile an index, the Publishers may arrange for its compilation and, at the Publishers' sole option, either (i) the Author will, upon demand from the Publishers, promptly reimburse the Publishers for all costs incurred in connection therewith, and/or (ii) such costs will be deducted from any payments that may become owed to the Author under Clauses 9 or 10.
- 1.4 To assist with the smooth running of the submission, production and publication process for the Work, the Publishers request that the Author registers with ORCID (Open Researcher and Contributor ID) and provides the Publishers with his/her ORCID identifier at the same time as delivery of the typescript of the Work under clause 1.2 above. For the avoidance of doubt, this



is the Publishers' preference but this is not a mandatory obligation on the Author. The current website for registering with ORCID is at https://orcid.org/.

2 Acceptance for Publication

- 2.1 If the Publishers decide not to publish the Work, they will give the Author their reasons in writing. The obligation to repay the Publishers any monies already paid to the Author will depend on the Publishers' reasons for not publishing the Work, and may be discussed when this Agreement is terminated.
- 2.2 The reasons why the Publishers may decide not to publish the Work may include any of the following.
- (a) The Author fails to deliver any item mentioned in Clause 1.2 by the Due Date, in which case (i) the Publishers may decline to publish the Work, and (ii) the Author will, upon demand from the Publishers, return any royalty advance already paid under the terms of this Agreement by the Publishers (and/or the Publishers may set off an amount against the royalties of other books contracted between the Author and Publishers if necessary).
- (b) The Work is delivered, but does not conform to the scope or content of the specifications agreed, or to the academic standard that might reasonably be expected. In this event the Publishers will have the right to request the Author to make revisions to the Work. If the Publishers consider that such revisions are unsatisfactory in form and content, or the Author is unwilling to make such revisions, then the Publishers may terminate this Agreement with written notification, and the Author will promptly repay to the Publishers any monies already paid by the Publishers to the Author in connection with the Work. When the contract is terminated, all rights granted to the Publishers under clause 3.2 of this Agreement will revert to the Author.
- (c) The Work delivered to the Publishers exceeds the agreed length by more than 5%. If so, the Publishers may either request the Author to make the necessary reductions, or reduce the royalty rates specified in Clauses 9.1 (a) and 9.1 (b) below by half on the first printing of the Work.
- (d) The Publishers consider it necessary to submit the Work for legal or other professional review, in which case acceptance of the Work will be conditional until any changes which may be requested by the Publishers as a result of such review have been made by the Author and accepted by the Publishers in writing.
- (e) The Publishers have a reasonable basis to believe that the Author has (i) breached the warranties or responsibilities contained in this Agreement and/or any other agreement with the Publishers and/or its affiliates and/or (ii) committed any act which brings or could be expected to bring the Work or Publishers into disrepute and/or is otherwise prejudicial to the Publishers' interests.

3 Copyright

- 3.1 The copyright in the Work will, as between the Publishers and Author, remain the property of the Author. The copyright notice to be printed in the Work as published by the Publishers will be in the name of **Saswat S. Das, Deepak Mathew and Ananya Roy Pratihar**, with year of first publication.
- 3.2 (a) In consideration of the payment to the Author of the fee and/or applicable royalty percentages of the Publishers' receipts set out in Clause 9, the Author grants to the Publishers the exclusive right and license to produce and publish, and to license others to produce and publish, the Work or any abridgement, adaptation or translation of the Work, or any part of the



Work, in all forms and media, in all languages throughout the world for the full term of copyright, (including all renewals and extensions of that term).

- (b) The rights granted to the Publishers in this Agreement, shall include but not be limited to:
- (i) the rights specified in Clauses 9 and 10, and specifically the Author grants the Publishers the right to exploit, and to licence to others the right to exploit, the subsidiary rights referred to in Clause 10: and
- (ii) the exclusive right to edit, adapt, produce, publish, disseminate, enrich or otherwise make available and to license others to produce, publish, disseminate, enrich or otherwise make available the Work or any part of the Work in any digital, online or electronic form now known or later invented, in all languages throughout the world for the full term of copyright (including all renewals and extensions of that term) and the right to renew and extend such right.
- 3.3 The Author may use no more than 10% of material from the Work in academic or professional journals, and for the Author's professional purposes, provided that he/she informs the Publishers in advance, and acknowledges the Work and the Publishers.
- 3.4 The Author asserts to the Publishers their moral right to be identified as the Author of the Work in accordance with sections 77 and 78 of the Copyright, Designs and Patents Act 1988.
- 3.5 The Publishers undertake to place the following notice with due prominence in every copy of the Work published by them in the United Kingdom:
 - 'The right of **Saswat S. Das, Deepak Mathew and Ananya Roy Pratihar** to be identified as the author of this Work has been asserted by him/her in accordance with sections 77 and 78 of the Copyright, Designs and Patents Act 1988.'
- 3.6 Notwithstanding the provisions of Clause 21, no accidental or inadvertent failure by the Publishers or by any third party to include such a notice shall constitute a breach of this Agreement or the Author's rights and/or otherwise give rise to or result in any liability for the Publishers.

4 Author's warranty and indemnity

- 4.1 The Author warrants to the Publishers (knowing that the Publishers are relying on such warranties) that:
 - (a) the Author is the legal owner with full title guarantee of the copyright in the Work or to the extent that the Author is not, has obtained all necessary permissions, and thus has full power to make this Agreement;
 - (b) the Work is original (except for material in the public domain, and material included with written permission of the copyright owners), and that it has not previously been published in any form in the territories covered by this Agreement and does not violate or infringe any existing copyright or licence, or any other right of any person or party;
 - (c) the Work contains nothing libellous, obscene or unlawful or that could reasonably be expected to result in liability for the Author or the Publishers, that the Work respects the privacy of any individual(s) named therein and that all statements in the Work purporting to be facts are, to the best of the Author's knowledge and belief, true, complete and not misleading;

ARP SSD Deepak Mathen



- (d) all and any programmes in the Work have been prepared with due care and attention and have been adequately tested; and
- (e) any recipe, formula or instruction in the Work will not, if followed correctly, cause physical injury or damage to any person.
- 4.2 The Author will indemnify and hold harmless the Publishers against any loss, damages, injury, costs and expenses (including any legal costs or expenses, and any compensation costs paid by the Publishers) arising from any alleged facts or circumstances which, if true, would constitute a breach of the warranties.
- 4.3 All warranties and indemnities in Clause 4 (this clause) will survive any termination of this Agreement.

5 Publishers' Activities

- 5.1 If the Publishers accept the Work for publication in accordance with the provisions of Clause 2, then unless they are prevented from doing so by circumstances beyond their reasonable control and subject to the Author's compliance with the terms of this Agreement, the Publishers will publish the Work at their own expense as soon as practicable and no later than eighteen months after full delivery of accepted Work from the Author.
- 5.2 The Publishers will have the right to make any decisions they see fit concerning the production, design, publication, marketing, sales, distribution, licensing, permissions and pricing of the Work, including the number of copies printed, format, paper, printing, binding, jacket and cover designs. The Author expressly acknowledges and agrees that the Publishers shall have no liability to the Author or any other person under this Agreement or otherwise in connection with any such decisions.
- 5.3 The Publishers will not be responsible for any accidental loss or damage to the Work while it is in their custody, or in the course of production.

6 Proofs and alterations

Following acceptance by the Publishers of the Work, the Publishers will prepare and deliver proofs to the Author. The Author will read and correct the proofs of the Work and will promptly return them to the Publishers. If the Author fails to return the corrected proofs at the time agreed with the Publishers, the Publishers will consider the proofs as being approved by the Author for publication. Any alterations made by the Author to the proofs, or to the finished artwork (other than the correction of the Publishers' or printers' errors) may be charged to the Author at cost per line changed. At the Publishers' sole option, either (a) the Author will, upon demand from the Publishers, pay these charges directly to the Publishers, or (b) such charges may be deducted from any payment due or payable to the Author under this Agreement.

7 Free copies

- 7.1 The Publishers will send to the Author immediately after first publication of the Work 6 (six) free copies of the Work in the format it is first published in South Asia. The copies will be sent out of the India office out of stocks prepared in South Asia.
- 7.2 The Author will be entitled to purchase directly from the Publishers at the current author discount rate (which will be applied to the list price of the book at time of purchase), additional copies for personal use, and for re-sale at events and workshops organized by the Author, or where the Publisher will not be displaying or selling the Work. The Author will also have the right to purchase other publications of the Publishers at current author discount rate for personal



use only. The Author will pay the Publishers in advance for any such orders, and except for orders sent by surface mail to addresses in the US/UK and Western Europe will pay the postage costs.

7.3 The Publishers will also provide the Author with access to one copy of any eBook or online version of the Work that they produce.

8 Conflicting publications

Subject to the provisions of Clause 3.3, the Author warrants that during the continuance of this Agreement no material written, compiled or edited by the Author (or otherwise associated with the Author) will be published which may reasonably be considered by the Publishers to directly compete with and/or tend to lessen the sale of the Work (excluding earlier editions of the same Work) (a 'Conflicting Publication'), unless the Publishers have granted the Author permission in writing for a Conflicting Publication. In addition, the Author warrants to the Publishers that no Conflicting Publication has already been published and undertakes that he/she will not enter into (or cause any other person, such as an agent, to enter into on his/her behalf) any agreement to publish a Conflicting Publication.

9 Royalties to the Author

- 9.1 Unless otherwise agreed in writing by the parties, the Publishers will pay royalties at the rates set out in Clause 9.1 (this clause) to the Author, in respect of the following sales of the Work.
 - (a) Hardback sales:

10% of the actual amounts (also referred to as net receipts) received by the Publishers on all copies sold throughout the world.

- (b) Paperback sales:
- 7.5% of the actual amounts received by the Publishers on all copies sold throughout the world.
- (c) Rental of whole or part of the Work:

5% of the actual amounts received by the Publishers on receipts from rentals throughout the world.

(d) Sales of the book in electronic form (i.e. a copy of the Work which can be or is read, viewed, downloaded, or podcasted by the reader in or by a digital format, whether or not available over the World Wide Web):

10% of the actual amounts received by the Publishers on all copies sold throughout the world.

(e) Book club sales:

5% of the actual amounts received by the Publishers.

(f) Special discount sales:

On all sales at 50% or more off the UK or US published price, **5**% of the actual amounts received by the Publishers.

(g) Customized text sales:

If the Publishers include a substantial part of the Work with the Work of other Authors, e.g. for course use, the Author will receive a share of the royalties in the customized text in proportion to the percentage of the Author's text used. The maximum royalties payable on any customized text will be 10% of the Publishers' net receipts.

(h) Remainder sales:



5% of the actual amount received by the Publishers in respect of all copies of the Work remaindered above cost.

- (i) Audio and video rights:
- 10% of the actual amounted received by the Publishers.
- 9.2 All royalties specified in Clause 9.1 will be calculated on the Publishers' sales exclusive of any copies remaindered at or below cost, returned, destroyed in transit, provided for review, or given free to the Author.

10 Royalties for Subsidiary Rights

- 10.1 Unless otherwise agreed in writing by the parties, the Publishers will pay to the Author the following percentages of the net amounts received by the Publishers from any sales of the following rights in the Work.
 - (a) Anthology and quotation rights

25%

- i.e. The exclusive right to publish, and to license others to publish, extracts from the Work in book or eBook form, including all original maps, plans or illustrations supplied by the Author.
- (b) Book club rights (where the book club produces its own edition)

50%

(c) Reprint rights licensed to another publisher

50%

(d) Translation rights

50%

(e) Coursepack rights

10%

- i.e. The right to reproduce, or license others to reproduce, extracts from the Work in a collection of material designed to support a module or course of study.
- (f) Electronic and Mechanical reproduction rights

25%

- i.e. The right to license others to reproduce the Work, or parts of it, by electronic, mechanical or any other form of copying, recording or transmission, including without limitation, copying or recording by phonographic, photographic, magnetic or laser means onto film, microfiche, slides, filmstrips, transparencies, audio and video cassettes and CDs, floppy disks, computer software media, or any other human or machine-readable medium, and the broadcast or transmission of these.
- (g) Non-commercial rights for the Print Disabled
- i.e. The Publishers may authorize free of charge the reproduction or recording of the Work in Braille or as a Talking book, or as a microfilm, cassette or PDF file for the exclusive use of blind or disabled people. This permission will only be granted for the material to be used on a non-commercial basis.
- (h) Serial rights, film rights, drama and performance right, merchandising and commercial rights 10%
- (i) In respect of any subsidiary rights not specified above, payments to the Author shall be mutually agreed in writing.

11 Royalty Disputes

The existence of a dispute over the amount and/or payment of royalties due and payable to the Author pursuant to this Agreement shall not prevent the Publishers from continuing to exploit



and/or exercise the rights granted under this Agreement (specifically including the right to publish and sell the Work).

12 Copyright Licensing Agency

The Publishers have empowered the Copyright Licensing Agency (CLA) to grant non-exclusive licences to reproduce by photocopying, other reprographic means, and digitally in electronic form, works published by the Publishers.

The Work will be included with those works, and the CLA will divide the proceeds from reprographic reproduction of the Work authorised by CLA equally between the Author and the Publishers.

The Author will receive the Author's share of the proceeds through the Authors' Licensing and Collecting Society (ALCS) in accordance with ALCS standard terms and conditions.

13 Royalty Accounting

- 13.1 The Publishers will prepare once annually clear statements of the sales of the Work to the 31st day of December, and these statements will be sent to the Author, together with any payment due, 90 days after this date. If the Author's earnings from each separate right licensed in any accounting period are less than £25, no statement will be sent, or payment made, and the amount will be carried over to the next accounting period.
- 13.2 The Author or his/her representative may, if they make a written request with reasonable notice, examine during normal business hours the Publishers' accounts solely as they relate to the Author's Work, once in any accounting year.

14 Tax

The Publishers will deduct, from any money due to the Author under the terms of this Agreement, any payments that the Publishers have a legal obligation to deduct in respect of tax, duty, or similar levy.

15 Copyright infringement

- 15.1 If the Publishers consider that the copyright in the Work has been infringed they may at their sole discretion be entitled to take proceedings in their sole name and shall retain any sum received by way of damages. The Publishers shall be entitled to use the Author's name in proceedings but shall indemnify the Author against any damages and costs which may arise out of proceedings taken, provided that the Author is not in breach of any of their obligations under the Agreement and that the Author shall make no response to or admission in relation to any such claim, without the consent of the Publishers. The Publishers shall retain the right to defend any such claim or shall, if the Publishers deem appropriate, make a settlement on any such claim, at the Publishers' own discretion, and the Author shall co-operate fully in defence of any such claim.
- 15.2 The Author agrees to execute any documents and do any acts reasonably appropriate to give effect to the rights of the Publishers granted by this clause.

16 New editions

- 16.1 If the Publishers consider that a new edition of the Work is needed, they will notify the Author in writing.
- At the Publishers' request and subject to such other terms and conditions as it may reasonably specify in its sole discretion, the Author shall prepare and deliver a manuscript for a revised



edition of the Work. Subject to the provisions of this Clause 16, each revised edition shall be deemed to be covered by the terms and conditions of this Agreement to the same extent as if it were the Work referred to in this Agreement; except that there shall be no advances or grants payable in connection with revisions or future editions (if any) of the Work unless such advances and/or grants are expressly agreed to in writing by the Publishers and the Author.

16.3 If the Author is unable or unwilling to revise and update the Work, the Publishers may, after informing the Author of their intention in writing, arrange for a competent person(s) to do so, and may deduct any cost reasonably incurred by Publishers of doing this from any sums payable to the Author.

17 Open Access Option

The Publishers currently offer authors the option of publishing the electronic version of their works on an open access basis. If the Author wishes to pursue this option at any point during the term of this Agreement, then the Author shall notify the Publishers in writing accordingly and, subject to the Publishers confirming their agreement and to the Author paying the appropriate open access fee as set by the Publishers, the Publishers shall publish the electronic version of the Work on an open access basis. Such publication shall be subject to the Publishers' then-current terms and conditions for open access books, with the current terms and conditions being available at https://www.routledge.com/info/open_access.

18 Option on Future Work

The Author grants to the Publishers the right of first refusal of (including the first opportunity to read and consider for publication) the Author's next work suitable for publication in volume and/or electronic form, and the Author will not offer such work for publication to any other publisher until an offer made by the Publishers has been considered and declined. If terms for publication of the new work have not been agreed with the Publishers within three months of receipt by the Publishers, the Author will be free to enter into an agreement with any other publisher.

19 Death of the Author

- 19.1 All sums payable to the Author under the terms of this Agreement will continue to be paid to the deceased Author's representatives on any edition of the Work available from the Publishers at the time of his/her death and on any reprints and sub-leases of those editions.
- 19.2 All sums payable to the Author under the terms of this Agreement will continue to be paid to the Author's representatives on the next revised edition of the Work following the Author's death, including any reprints and sub-leases, less any fees or royalties payable to an editor or reviser in the course of preparing that edition for publication.
- 19.3 On any further revised editions of the Work (after that specified in Clause 19.2) the Author's representatives will not be paid.

20 Out of Print

When, in the sole judgement of the Publishers, the demand for the Work is no longer sufficient to warrant keeping it available for purchase, the Work may be allowed to go out of print. If within six months of a written request by the Author, the Publishers do not make the Work available for purchase in at least one English language edition, in any format, including copies manufactured on demand or electronically transmitted, then this Agreement will automatically (without further action or notice) terminate, and all rights granted to the Publishers under clause 3.2 of this Agreement will revert to the Author.



- 20.2 The Publishers reserve the right to withdraw the whole or any part of the Work from publication or otherwise put it out of print, whether temporarily or permanently, if they have a reasonable basis to believe that the Author has (a) breached the warranties or responsibilities contained in this Agreement and/or any other agreement with the Publishers and/or its affiliates and/or (b) committed any act which brings or could be expected to bring the Work or Publishers into disrepute and/or is otherwise prejudicial to the Publishers' interests. If the Publishers decide to do so, they will give the Author their reasons in writing. If within six months of a written request by the Author, the Publishers do not make the Work, or (if applicable) any withdrawn or out of print part of the Work, available for purchase in at least one English language edition, in any format, including copies manufactured on demand or electronically transmitted, then (a) where the whole Work has been withdrawn or put out of print, this Agreement will terminate, and the rights granted to the Publishers under clause 3.2 of this Agreement will revert to the Author, or (b) where only part of the Work has been withdrawn or put out of print, then this Agreement will terminate in respect of that part only, and the rights granted to the Publishers under clause 3.2 of this Agreement will revert to the Author to the extent they relate to that part, but the remainder of this Agreement shall remain in full force and effect.
- 20.3 The Author expressly acknowledges and agrees that the Publishers shall have no liability to the Author or any other person under this Agreement or otherwise in connection with any decision the Publishers make regarding not publishing the Work (pursuant to clause 2 above), and/or withdrawing or putting out of print the Work or any part of it (pursuant to clauses 20.1 and 20.2 above).

21 Termination

- 21.1 Should the Publishers by themselves or anyone acting on their behalf fail to fulfil or comply to a material extent with any of the conditions accepted by them in this Agreement within 60 days of receipt of written notice from the Author of that failure, or should the Publishers go into liquidation (other than voluntary liquidation for the purpose of reconstruction only), or have a Receiver appointed of the Publishers' business then all rights granted to the Publishers under clause 3.2 of this Agreement will revert to the Author and this Agreement will terminate automatically (without further action or notice).
- 21.2 If the Agreement is terminated under Clauses 20.1, 20.2 or 21.1, all rights granted to the Publishers under clause 3.2 of this Agreement will revert to the Author with the exception of:
 (a) subsidiary rights properly entered into by the Publishers; and
 (b) the right of the Publishers to continue to sell any copies they have in stock at the date this Agreement is terminated and honour any existing subscription, access or licensing arrangements already entered into.

22 Entire Agreement

This Agreement constitutes the entire and sole agreement between the parties with respect to its subject matter and supersedes any and all previous and contemporaneous agreements and understandings, whether written or oral, with respect to the subject matter hereof. No addition to or modification of any provision of this Agreement or consent granted pursuant to it, shall be binding upon the parties unless it is in writing and signed on behalf of the Author and the Publishers.

23 Arbitration

If any difference arises between the Author and the Publishers concerning the meaning of this Agreement or the rights and liabilities of the parties under this Agreement, it will in the first instance be referred to the Informal Disputes Settlement Scheme of the Publishers Association, and failing Agreement under this Scheme, will be referred to the arbitration of two persons (one



to be named by each party) or their mutually agreed umpire in accordance with the provisions of the Arbitration Act 1996, or any amending or substituted statute for the time being in force.

24 Assignment

- 24.1 The Author may not assign, sublicense, subcontract or otherwise transfer his/her rights or obligations under this Agreement without the prior written consent of the Publishers.
- 24.2 The Publishers may assign, sublicense, subcontract or otherwise transfer its rights or obligations under this Agreement.

25 Force Majeure

The Publishers shall not be in breach of this Agreement if they are prevented from carrying out any of their obligations because of circumstances beyond their reasonable control in which case the time permitted for the Publishers to fulfil those obligations shall be extended by a period equal to the period of the effect of those circumstances or that delay.

26 Governing Law and Jurisdiction

Each party to this Agreement irrevocably agrees that this Agreement will be subject to and will be interpreted in all respects in accordance with English law and that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in the United Kingdom in accordance with the provisions of Clause 23.

27 Data protection

27.1 For the purposes of this Clause 27, the following terms have the following meanings:

The terms "personal data", "controller", "processor", "processing", "data subject" and "supervisory authority" shall have the meanings given to them in the Regulation (defined below).

"Data Protection Law" means the Regulation and the Directive (defined below), as amended or replaced from time to time, and all other national, international or other laws related to data protection that are applicable to any territory where the Author processes personal data or where T&F or the Author are resident or located.

"**Directive**" means the European Privacy and Electronic Communications Directive (Directive 2002/58/EC).

"Regulation" means General Data Protection Regulation (EU) 2016/679.

"T&F Data" means any personal data which the Author either receives or generates, and which the Author processes on behalf of the Publishers, in the course of performing the services under this Agreement.

- 27.2 The Publishers and the Author agree that the Author may process T&F Data for the purpose of providing services to T&F for the duration of this agreement. The T&F Data may include names, affiliations, addresses (work and personal), phone numbers and email addresses relating to Authors, Editors, Series Editors and Contributors. They further agree that the Publishers shall be the controller and the Author shall be a processor of such T&F Data.
- 27.3 The Author shall only process the T&F Data in compliance with, and shall not cause itself or the Publishers to be in breach of, Data Protection Law. In addition, the Author shall only process the T&F Data on the documented instructions of the Publishers, including with regard to



transfers of personal data to a country outside the European Economic Area or to an international organisation, unless the Author is required to do otherwise by any law applicable to the Author (in which case, the Author must first inform the Publishers of that legal requirement before processing, unless that law prohibits this on important grounds of public interest).

- To the extent that the Author has any staff who may have access to or are authorised to process T&F Data, the Author shall ensure that such staff have committed themselves to appropriate obligations of confidentiality or are under appropriate statutory obligations of confidentiality.
- 27.5 The Author shall implement appropriate technical and organisational measures to ensure an appropriate level of security to protect the T&F Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access. In addition, the Author shall provide reasonable assistance to the Publishers so it can demonstrate compliance with the provisions of the Regulation on security of processing.
- 27.6 If requested, the Author shall assist the Publishers (through appropriate technical and organisational measures) to fulfil the Publishers' obligation to respond to requests from individuals wishing to exercise their data subject rights (including rights of access, correction, objection, erasure and data portability) under the Regulation. The Author shall comply with any request from the Publishers requiring the Author to amend, transfer or delete T&F Data as soon as possible.
- 27.7 The Author shall not engage any third party as another processor of T&F Data (a "**Sub-processor**") without the prior written authorisation of the Publishers. Before engaging a Sub-processor, the Author shall: (a) conduct appropriate due diligence in respect of the Sub-processor's practices and procedures for processing personal data; and (b) enter into a written agreement with the Sub-processor containing obligations on such Sub-processor which are equivalent to, and no less onerous than, those set out in this clause. The Author shall remain fully liable to the Publishers for the performance of that Sub-processor's obligations.
- 27.8 The Author shall not transfer any T&F Data outside the European Economic Area, without: (a) obtaining the express prior written consent of the Publishers; and (b) complying with any and all requirements imposed by the Publishers as a condition of granting consent (such as entering into a data transfer agreement and/or standard contractual clauses approved by the European Commission).
- 27.9 If requested, the Author shall provide reasonable assistance to the Publishers to enable the Publishers to carry out data protection impact assessments or prior consultations with supervisory authorities to meet its obligations under the Regulation.
- 27.10 The Author shall make available to the Publishers all information necessary to demonstrate compliance with its obligations under this clause and Data Protection Law. In addition, the Author will allow for and contribute to any audit or inspection carried out by the Publishers or an auditor appointed by the Publishers.
- 27.11 If the Author becomes aware of any security incident where T&F Data may have been compromised, the Author shall inform the Publishers immediately, supply the Publishers with full details of the incident and cooperate with the Publishers over any notifications that need to be issued to any data subjects and/or supervisory authorities, in order for the Publishers to fulfil its obligations under Data Protection Law. In addition, the Author shall take all such reasonable

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measures and actions as are necessary to remedy or mitigate the effects of the incident and shall keep the Publishers informed of all developments in connection with the incident.

at the beginning of it.

27.12 When the Author ceases providing services to the Publishers under this agreement, the Author shall cease all use of the T&F Data and shall, at the Publishers's election, either destroy or return all T&F Data and delete any copies (unless the Author is required by law to keep copies).

Tax Exemption No. (if applicable)
This Agreement has been entered into on the date stated
Robert Languam
Signed for and on behalf of the Publishers
Robert Langham Senior Publisher
24-May-23 Date
Saswat S. Das Signed by Saswat S. Das 24-May-23 Date
Deepak
Signed by Deepak Mathew
Date23
<u>lnanya Koy Pratiliar</u> Signed by Ananya Roy Pratihar
24-May-23
Date

VAT Registration No. (if applicable)



Schedule 1

Supply of the Work and Illustrations

A copy of the final version of the manuscript should be supplied electronically via email, USB, or CD. Each chapter should be stored in a separate folder (labelled clearly e.g. Ch_1, Ch_2 etc) and a separate text document.

Each illustration must be supplied as a separate file, e.g. fig1.1, and table 1.1. The files should be placed in the appropriate chapter folder.

Please use Microsoft Word for the text. Illustrations should be supplied in TIFF or JPEG format at 300 dpi with a minimum proportional width of 4 inches (100mm). We occasionally accept images in other file formats, however, other formats may incur extra production costs and we reserve the right to reject them should they not be suitable. If in doubt, please ask your Editor to contact Production.