

## AUTHOR AGREEMENT

THIS PUBLISHING AGREEMENT is made and entered into this 13th day of December, 2010, by and between **Lawrence Hubert and Howard Wainer** (hereinafter referred to, whether one or more, and whether an author or an editor, as the "Author") and Chapman & Hall/CRC an imprint of TAYLOR & FRANCIS, LLC, a limited liability company, having its principal place of business at 6000 Broken Sound Parkway, N.W., Suite 300, Boca Raton, Florida 33487, U.S.A. (hereinafter referred to as the "Publisher").

The Publisher and the Author hereby agree as follows:

### 1. PREPARATION AND DELIVERY OF MANUSCRIPT.

(a) The Author shall write the textual material (hereinafter called the "Manuscript") and furnish all original electronic artwork and original photographs (hereinafter called the "Illustrations"), and the subject index (hereinafter called the "Index") according to Schedule A1, Production Standards, attached to this Agreement, for a work (hereinafter called the "Work") tentatively titled:

#### **A Statistical Guide for the Ethically Perplexed**

or such other title as may be determined by the Publisher in consultation with the Author.

(b) The Work shall consist of approximately **550** author-produced manuscript pages and include approximately **100** original electronic illustrations to yield a completed work of approximately **550** printed pages. The Author will submit to the Publisher electronic files of the text and illustrations and a paper copy for the Publisher's review, prepared in accordance with the Publisher's Instruction Guide for Authors, a copy of which will be delivered to the Author.

For the purposes of this Agreement, "author-produced copy" shall be defined as an electronic file containing the fully composed and paginated text and index with all illustrations, running heads, equations, and tabular matter properly prepared and placed, ready for printing without any further manipulation or formatting on the part of the Publisher. The Author's formatting and electronic file must be approved by the Publisher in advance, and an exact paper printout must be submitted with the file. The Publisher shall provide reasonable guidance to the Author for the preparation of the author-produced copy and shall examine the Author's electronic files for quality, formatting, and acceptability. Following submission of the completed, acceptable manuscript, the Publisher shall make editing changes and corrections to the text at the Publisher's expense. In the event the Author fails to deliver acceptable author-produced copy as specified in Schedule A1 of this Agreement, the Publisher shall have the right, at its discretion, to return the author-produced copy to the Author for correction or revision within a time specified by the Publisher. Should the Author not make corrections or revisions to bring the author-produced copy to acceptable format as specified in Schedule A1, the Publisher, with the agreement of the Author, will make those corrections and revisions. The actual costs of such changes will be applied against the Author's royalty account.

(c) The Author agrees to deliver the electronic files and one (1) paper copies of the completed Work to the Publisher, on or before **December 31, 2011**. The Author shall retain at all times at least one (1) copy of the Manuscript, the Illustrations, and the Index.

(d) The Author shall make every reasonable effort to obtain original material for the Work. In the event that the material must be taken from sources in which the copyright is owned by a person or entity other than the Author or the Contributors, the Author must identify or cause to be identified all such materials. The Author shall obtain, or cause to be obtained without expense to the Publisher, from each owner of such copyrighted material, written permission to reproduce such copyrighted material in all

6. ROYALTIES.

(a) The Publisher agrees to pay the Author, and the Author shall accept as payment in full for writing and delivering the Manuscript, Illustrations, and the Index, for the performance of all of the obligations of the Author hereunder, and for all the rights granted to the Publisher pursuant to this Agreement, the following amounts:

(b) For copies of the English language editions of the Work sold by the Publisher worldwide **twelve percent (12%) on the first 1,200 copies of the Work and fifteen percent (15%) thereafter** of the Publisher's net receipts (as defined below).

(c) On translations, licensing sales, electronic database sales, excerpts, abridgments, deep discount sales (sales at a discount of fifty percent (50%) or greater of the Publisher's established list price of the Work), the Publisher shall pay royalties at one-half (1/2) the rate set forth in Paragraph 6(b) above in respect of the Publisher's net receipts. In the event the Work is included in an electronic database with other works, or is otherwise exploited in combination with other works, royalties shall be apportioned by Publisher in its sole discretion, exercised in good faith.

(d) In the event the Publisher exercises any of the rights of the Publisher pursuant to Paragraph 5 above and a royalty is not specifically provided for, the royalty which shall be payable to the Author shall be one-half (1/2) of the rate set forth in Paragraph 6(b) above in respect of the Publisher's net receipts.

(e) Notwithstanding the above, no royalty will be paid on copies of the Work furnished gratis for review, advertising, promotion, bonus, sample, or like purposes, or on copies of the Work sold at less than Publisher's cost, or on any copies returned to Publisher for any reason, or on copies of the Work sold to the Author. Free use of the rights granted herein may be made by the Publisher to promote the sale of copies of the Work and the rights therein. The Publisher may create a reasonable reserve for returns when calculating royalties.

(f) For purposes of this Agreement, the Publisher's "net receipts" from sales shall mean monies received by the Publisher from such sales less adjustments for discounts, credits, and returns. Royalties will not be paid on prepaid transportation, postage, insurance and taxes. Publisher's "net receipts" from licensing or assignment shall mean monies received by the Publisher less any specified costs of such licensing or assignment.

(g) All payments made under the terms of this Agreement will be subject to Federal income tax withholding, as required by the United States Internal Revenue Code.

(h) All royalties and other income accruing to the Author under this Agreement shall be credited to an account maintained on the records of the Publisher (the "Royalty Account"), which Royalty Account will be charged for all amounts paid or payable to Author, including any advance payments, and for all amounts Author is charged, or obligated to pay, pursuant to this Agreement.

(i) **The royalties will be distributed as follows: 67% to Lawrence Hubert and 33% to Howard Wainer.**

7. ACCOUNTS.

(a) The Publisher will render to the Author statements of sales made, the Publisher's net receipts, fees, and other monies received from licensing, if any. These statements will be rendered semi-annually in August of each year for the six (6) months ending as of the preceding June 30<sup>th</sup>, and in February of each year for the six (6) months ending as of the preceding December 31<sup>st</sup>. Subject to the provisions of this Agreement, the statement will be accompanied by a check for any monies shown to be due by such statement. If less than fifty dollars (\$50.00) is shown to be due in any accounting period, the Publisher may defer payment thereof until the next period in which fifty dollars (\$50.00) or more is shown to be due.

(b) If any person comprising the Author has received an overpayment of money from the Publisher or has an outstanding monetary obligation to the Publisher, whether arising out of this Agreement or any other agreement with the Publisher, the Publisher may deduct the amount of such overpayment or outstanding obligation from the Royalty Account or any sums due to such person under this Agreement.

#### 8. FREE AND DISCOUNT COPIES.

Upon first publication of the Work in book form, each Author named herein shall be entitled to receive from the Publisher, without charge, **ten (10) copies** of the Work. The Author shall also be entitled to purchase additional copies of the Work for the Author's personal use at a discount of **twenty-five percent (25%)** off the suggested retail price of the Work, plus the cost of shipping and handling, while the Work remains in print. No royalties shall be paid on copies of the Work purchased by the Author.

#### 9. AUTHOR'S WARRANTIES.

(a) The Author represents and warrants that: the Author has the full right and authority to enter into this Agreement and to grant the rights granted to the Publisher hereunder; the Author has not previously assigned, transferred, or otherwise encumbered such rights; and the Work shall be original with Author.

(b) The Author represents and warrants that: the Work will not infringe upon any statutory or common law copyright or violate any law or government regulation; the Work will contain no matter which will be libelous or otherwise injurious or in violation of any right of privacy or any other personal or proprietary right of any third party; the Work contains no material which to the best of the Author's knowledge and belief is inaccurate, or any statement, instruction, material, or formula that involves the foreseeable risk of injury to readers or users of the Work.

(c) Should any material be submitted for publication in the Work which in the opinion of the Publisher may result in a breach of any of the foregoing warranties, the Publisher shall have the right to publish the Work without such material or not to publish the Work at all. Nothing contained herein shall be deemed to impose upon the Publisher any duty of independent investigation, nor shall any independent investigation by the Publisher relieve the Author of the Author's obligations hereunder.

(d) The Author represents and warrants that, except as previously disclosed to the Publisher in writing, the Author has not aided in the preparation of and is not under any obligation to any other publisher or person to prepare any publication directly competitive with the Work, or which could interfere with his/her performance of this Agreement or interfere with or impair the sale of the Work.

(e) The Author and Publisher shall each promptly inform the other of any claim, demand or suit made against it in connection with the Work. The Author shall fully indemnify and hold the Publisher

harmless against any loss, damage, cost, or expense (including reasonable counsel fees) which may be sustained or incurred by the Publisher by reason of any claim, demand, investigation, suit, or recovery arising out of the breach or alleged breach of any of the foregoing warranties.

(f) The Publisher shall have the right to defend any such suit through counsel of its own choice and the right to settle any such suit on such terms as the Publisher shall deem advisable; provided, however, that the Author shall not be responsible for indemnifying the Publisher for any settlement made without the Author's consent, which consent shall not be unreasonably withheld or delayed.

(g) In the event of a claim or suit against the Publisher which, if sustained, would constitute a breach of any of the Author's warranties, the Publisher shall have the right to withdraw the Work from distribution and withhold royalties which become due to the Author pursuant to this Agreement pending a final determination of such claim or suit. The Publisher shall have the right to apply any such withheld royalties to the reduction of any of the obligations of the Author to the Publisher contained in this Paragraph 9.

(h) Author's representations, warranties and indemnities as stated herein may be extended by Publisher to third party licenses and grantees and Author shall be liable thereon as if such representations, warranties and indemnities were originally made by Author to them.

(i) The provisions of this Paragraph 9 shall survive the termination of this Agreement.

#### 10. OTHER PUBLICATIONS.

The Author agrees that so long as the Work remains in print, the Author will not participate in the preparation or publication of, or allow his/her name to be used in connection with, any work which might directly compete with the Work or the exercise of any rights granted Publisher hereunder. The Author may, however, draw on and refer to material contained in the Work in preparing articles for publication in professional journals, for teaching purposes, and for delivery at professional meetings and symposia, provided appropriate credit is given to the Publisher and the Work.

#### 11. DESIGNATION AS AUTHOR.

The Publisher shall have the right to designate the Author as the author of the Work, and, if the Author be more than one, in such manner and order as the Publisher may determine in its reasonable judgment fairly reflects their relative contributions to the Work, and to use the Author's name and likeness in advertising and promoting the Work and derivative works based on the Work, and other commercial use in connection with the Work. Where there is more than one author a single author shall be designated lead author for the purpose of dealing with the Publisher.

#### 12. IMPRINT.

The Work will be published initially under the imprint of Chapman & Hall/CRC or such other imprint, as the Publisher deems suitable for the Work.

#### 13. REVISIONS OR NEW EDITIONS.

(a) Subject to the terms and conditions hereof, if the Publisher and Author jointly determine that a revision or new edition of the Work is desirable, the Publisher shall request each person comprising the Author to participate in the preparation of the revision or new edition pursuant to a schedule established by the Publisher.

(b) The Publisher and Author may jointly select a successor to any person comprising the Author to participate in the preparation of a revision or new edition, or may designate the remaining persons comprising the Author to complete such revision or new edition, should the Author be unwilling or unable to complete a revision themselves.

(c) Any royalties or other compensation payable to any successor of a person comprising the Author in respect of any revision or new edition of the Work shall be deducted from any royalties or other compensation which may be or become due to the person or persons comprising the Author who is or are succeeded. If the nonparticipating Author's contribution to the work in the new edition is substantial, he/she shall be entitled to a royalty negotiated to the satisfaction of both parties.

(d) When publishing revisions or new editions, and in the promotion thereof, the Publisher may give credit to the Author and any successor of a person comprising the Author in such order and manner which, in the judgment of the Publisher and Author, fairly reflects their relative contributions to such revision or new edition.

(e) All terms and conditions of this Agreement applicable to the first edition of the Work, excluding any grants and advance payments, shall apply to each revision or new edition thereof, unless otherwise provided herein.

#### 14. OUT-OF-PRINT PROVISIONS.

If at any time, the Publisher determines that the demand for the Work is insufficient to warrant its continued publication, the Publisher may declare the Work out of print. In such event, the Author shall have the right to purchase the Publisher's stock of the Work, if any, at one-quarter ( $\frac{1}{4}$ ) of the Publisher's established list price, but not below cost. The Work will not be deemed out of print if it is on sale by the Publisher in any form permitted hereunder, or if it is under option, or if any license granted by the Publisher is outstanding.

If the Publisher declares the Work out of print, then upon the Author's written demand, the rights granted by the Author under this Agreement will revert to the Author, subject to any outstanding licenses and this Agreement will terminate, subject to such outstanding licenses, and except for Paragraph 9. If there are multiple authors under this Agreement, they will take individual ownership, in proportion to their respective shares of the royalties under this Agreement, of all rights jointly owned by them at the time of termination. The termination of this Agreement will not affect the Publisher's continuing right to sell all remaining bound copies and sheets of the Work and derivative works on hand at the time of termination.

#### 15. NON-DELIVERY OF THE WORK.

(a) The Author agrees to keep the Publisher informed of any condition or circumstance preventing the Author from delivering the materials described in, and in accordance with the provisions of, Paragraph 1 of this Agreement. In such event, or if the Author for any reason fails to deliver to the Publisher any of the materials as set forth in Paragraph 1 of this Agreement in form and content satisfactory to the Publisher by agreed upon dates, the Publisher shall have the right, upon thirty (30) days written notice to the Author, to terminate this Agreement, without any further obligation or liability to the Author (except as provided in Paragraph 15(b) below), or to engage a person or persons to provide,

complete, or revise the late or unacceptable material and to charge the cost thereof (including, without limitation, compensation payable to other authors) against any sums accruing to the Author under this Agreement. The Publisher may also give appropriate credit to such other contributors to the Work.

(b) In the event that this Agreement is terminated by the Publisher pursuant to Paragraph 15(a), the Author shall return to the Publisher all payments, if any, theretofore made to the Author hereunder within one hundred and twenty (120) days of the date of termination of this Agreement, and the Publisher shall return all unpublished materials to the Author. Upon the return of any materials to the Author, or upon such termination if the Publisher has no obligation to return any materials, the parties hereto shall be released and discharged from any and all claims which either may have against the other relating to the Work, except that the Publisher does not release the Author from the Author's obligation to return to the Publisher all payments, if any, made to the Author under this Agreement. The provisions of this Paragraph 15 shall, at the option of the Publisher, apply separately to each individual comprising the Author (if there be more than one), and shall, in any event, survive the termination of this Agreement.

#### 16. GENERAL PROVISIONS.

(a) This Agreement is the entire agreement between the parties relating to the Work. It supersedes all previous oral or written representations or agreements relating to the Work and may not be modified or amended, nor may any of its terms or provisions be waived, except by a written instrument executed by the party affected by such modification, amendment, or waiver.

(b) All obligations, liabilities, warranties, and covenants of the Author pursuant to this Agreement shall be joint and several, so that each person comprising the Author shall be obligated with respect to the performance of the Author as if he/she were the sole Author.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and assigns, except that the Author's obligations may not be assigned without the Publisher's prior written consent, and any assignment without such consent shall be null and void.

(d) The Author shall, at the Publisher's cost and expense, but without any additional compensation, execute and deliver to the Publisher such further documents and instruments as the Publisher may reasonably require to carry out the transactions contemplated by this Agreement.

(e) It is agreed that the Author is for all purposes of this Agreement an independent contractor, and the Author is in no respect an agent, employee or joint venture of Publisher. The Author shall have the privilege of engaging, at the Author's own expense, such assistants as the Author may desire. Assistants shall be employed by the Author only for the Author's own account, and in no event shall any assistant or assistants be deemed to have been employed by the Publisher, or engaged by the Author for the account or on behalf of the Publisher; provided, however, that the Author shall disclose in writing to the Publisher all work of such assistants.

(f) Neither the Author nor the Publisher shall be liable, nor shall the Work be deemed out of print, because of any delay caused by acts of God, restrictions imposed by law or government regulation, shortages in supply of material or labor necessary for the preparation or production of the Work, or other similar or dissimilar acts beyond their reasonable control. In no event shall either the Author or the Publisher be liable for special, incidental, or consequential damages.

(g) The waiver of, or the failure to claim, a breach or a default under any of the provisions of this Agreement shall not be, or deemed to be, a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms of this Agreement.

(h) This Agreement, regardless of the place of its physical execution, shall in all respects be governed by and construed in accordance with the internal law, and not the law pertaining to conflicts or choice of law, of the State of Florida.

(i) Each of the parties to this Agreement hereby expressly and irrevocably agrees and consents that any suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively and only on a state or federal court sitting in Miami, Florida, and, by execution of this Agreement, each of the parties hereto expressly waives any objection that it may have now or hereafter to the laying of venue or to the jurisdiction of any such suit, action, or proceeding in Miami, Florida, and each of the parties to this Agreement further irrevocably, exclusively, and unconditionally submits to the personal jurisdiction of any state or federal court sitting in Miami, Florida in connection with any such suit, action or proceeding.

**17. SPECIAL PROVISIONS.**

- (a) **The Publisher shall pay to the Author an advance against royalties of five-thousand dollars (\$5,000). The advance shall be paid upon signature of this agreement. The advance shall be paid as follows: three-thousand dollars (\$3,000) to Lawrence Hubert and two-thousand (\$2,000) to Howard Wainer.**
- (b) **The Author retains all non-exclusive rights necessary to grant to the Author's employing institution the non-exclusive right to use, reproduce, distribute, display, publicly perform, and make copies of the Work in a password-protected electronic format accessible only to individuals associated with the institution or in print form in connection with teaching, conference presentations, lectures, other scholarly works, and all academic and professional activities conducted at the Author's employing institution.**
- (c) **The Publisher agrees to copyedit the work for language and formatting.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the 13<sup>th</sup> day of December, 2010.

**AUTHOR: Lawrence Hubert**

Signature: Lawrence Hubert Date: 12/13/10  
Social Security No.: 477-46-3186 Place of Birth: Duluth, Minnesota  
Business Address: Department of Psychology; 603 East Daniel Street; Champaign, Illinois 61820

Telephone No.: 217-377-1318 FAX No.: 217-244-5876

E-Mail: lhubert@uiuc.edu

Permanent Domicile: 806 West Pennsylvania Urbana, Illinois 61801

Telephone No.: 217-244-6335 Citizenship: USA

**AUTHOR: Howard Wainer**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Permanent Domicile: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Citizenship: \_\_\_\_\_

\_\_\_\_\_  
Sunil Nair, Publisher

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



## Schedule A1

### Production Standards and Software Guidelines For Author-Formatted Books

- Carefully follow the styling and software instructions found in the manual, *Welcome to CRC Press: An Author's Guide to Publishing*. Please follow the template included in the *Guide* to ensure that your book follows CRC's sizing specifications.
- All permission verification forms and permission letters should be provided when submitting your book.
- Please provide fully composed front matter: preface, biographies, table of contents, and list of contributors. Please be sure all information for project participants is correct.
- Please provide a detailed, fully composed index with your final electronic files.
- Your manuscript will be proofread for quality and consistency. You will be responsible for making recommended corrections to the pages and providing acceptable final electronic files.
- The acceptable software applications for text in author-formatted books are versions (**created within two years of the submission of your book**) of the following, available for both Macs and PCs:
  - FrameMaker
  - PageMaker
  - QuarkXpress
  - LaTEX (*discuss in advance with your Acquisitions Editor*)
- Please submit a fully composed, paginated electronic file of the manuscript in position, and all text, running heads, equations, tables, and artwork properly placed, ready for printing without further formatting or manipulation required. **Include the fonts and the proper links to the original art files.** Please print the hard copy from these disks at 100%.
- Please create original electronic line-art files in Adobe Illustrator or Macromedia Freehand. Original electronic art files containing grayscales or photographs should be created in Adobe PhotoShop (please note that type must **not** be created in PhotoShop). All art files should be placed in separate folders, clearly labeled, and saved in one of the following formats:
  - Adobe Illustrator (.ai)
  - PDF (.pdf) **set to the highest level of resolution**
  - EPS (.eps)
  - GIF (.gif)
  - JPEG (.jpg)
  - TIFF (.tif)
- If your art consists of computer-screen captures, please create them in CaptureEze Pro or other screen capture software programs capable of saving screen images in the proper resolution for reproduction.
- When your book is complete, please provide the final fully composed pages electronically as a PostScript (.ps) or PDF (.pdf) file, accompanied by a printout at 100% made from the **final** disks. Please use the Adobe Acrobat Distiller preferences provided in CRC's *Author's Guide*.