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The original must be returned to your Book Editor, and a copy should be retained for your files.  
No changes can be made to this document without the written consent of both parties.*

## BOOK CONTRIBUTOR AGREEMENT

Agreement, dated as of \_\_\_\_\_, between

**MARCEL DEKKER, INC.**

a corporation with an office at 270 Madison Avenue, New York, New York 10016 ("Publisher")

and "Contributor"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with respect to a chapter(s) tentatively entitled

\_\_\_\_\_  
(hereafter the "Work")

to appear in

***Discrete Geometry:***

***In Honor Of W. Kuperberg's 60<sup>th</sup> Birthday***

edited by

**Professor Andras Bezdek**

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1. **DESCRIPTION OF THE WORK.** The Work shall be included as a chapter(s) in a collective work. The Work shall consist of (i) text of between \_\_\_ and \_\_\_ 8" x 11" double-spaced manuscript pages (the "Text"); (ii) ancillary materials which shall include original typewritten [table of content(s), ind(ex/ices), append(ix/ices), bibliograph(y/ies), annotation(s), table(s) of authorities, endnotes] prepared by Contributor in accordance with Publisher's instructions and at Contributor's expense (the "Ancillary Material"); and (iii) various non-textual material which shall include original camera-ready [photographs, charts, graphics, data bases, computer print-outs, tables, illustrations, drawings, images, graphs, structural formulas, art work, disks] prepared in accordance with Publisher's instructions and at Contributor's expense (the "Non-Textual Material").

2. **OWNERSHIP.** Contributor and Publisher hereby agree that the Work shall be and is considered a "work-made-for-hire." Publisher shall own all right, title and interest in and to the Work, including without limitation the entire copyright therein, and shall be deemed to be the author of the Work for copyright purposes. Publisher shall be free to use the Work, in whole or in part, in all languages, throughout the world, in perpetuity, in any form or medium now known or hereafter developed, and to license others to do the foregoing.

3. **ASSIGNMENT OF COPYRIGHT.** Notwithstanding the provisions of paragraph 2 of this Agreement, to the extent that all or any portion of the Work is not deemed to be a "work-made-for-hire" under the Copyright Law of the United States (or the analogous law of any other country or territory), Contributor hereby assigns to Publisher all right, title and interest, including copyright and all rights under copyright, throughout the world, in and to the Work, including without limitation the exclusive right to publish, perform, display, reproduce, distribute and sell the Work and to create derivative works, in all forms or media now known or hereafter developed, including without limitation print, electronic and on-line media, in all languages throughout the world, and the right to license or authorize others to do all of the foregoing. To the extent that any right now or in the future existing is not specifically granted to Publisher by the terms of this Agreement, such right shall be deemed to have been granted hereunder.



4. **U.S. GOVERNMENT WORK.** Publisher acknowledges that any portion of the Work prepared by the Contributor as an officer or employee of the United States government as part of his or her official duties is called a "U.S. Government Work" and is in the public domain in the United States pursuant to sections 101 and 105 of chapter 17 of the United States Code. In such case, paragraphs 2 and 3 apply only outside the United States. If the Work was not prepared as part of the employee's duties, it is not a U.S. Government Work. If the Work was prepared jointly and any co-contributor is not a U.S. government employee, the Work is not a U.S. Government Work.

5. **CONTRIBUTOR'S WARRANTIES AND REPRESENTATIONS; INDEMNITY.** Contributor represents and warrants to Publisher that: (i) Contributor is the sole author and proprietor of all rights, including copyright, in and to the Work; (ii) Contributor has full power and authority to make this Agreement and to grant the rights granted herein; (iii) Contributor has not previously assigned, transferred or otherwise encumbered any of the rights granted herein; (iv) the Work is original with Contributor, has not been previously published, and, except insofar as any portion of the Work is a U.S. Government Work pursuant to 17 U.S.C. §§ 101 and 105, and that portion is therefore in the public domain in the United States, is not in the public domain; (v) the Work will contain no material from other copyrighted works without the written consent of the owner of such copyrighted material; and (vi) the Work does not infringe any copyright, violate any property rights, or rights of privacy or publicity, or any other rights of any third party, and does not contain any scandalous, libelous, or unlawful matter. Contributor will defend, indemnify, and hold harmless Publisher, any seller of the Work and any licensee of any right in the Work, against all claims, losses, costs, damages and/or expenses (including reasonable attorneys' fees) arising out of or caused by any violation of Contributor's warranties and representations or any other breach of his or her duties or obligations under this Agreement. If any claim is brought against Publisher based upon the Work, Contributor will cooperate in the defense of such claim.

6. **MANUSCRIPT DELIVERY.** Contributor will deliver to Editor on a date to be specified by the Editor two clean copies of the complete and final manuscript for the Work satisfactory to Publisher in content and form, conforming to the requirements of paragraph 1 above, in the English language, in typewritten form, double-spaced on 8½" x 11" sheets on one side only, together with the Ancillary Material and Non-Textual Material identified in paragraph 1 above. The manuscript will also be submitted on a computer disk(s) compatible with Publisher's computerized system. If Contributor fails to timely deliver the Work in form, content and condition complete and satisfactory to Publisher, Publisher will have the right to terminate this Agreement. Until this Agreement has been terminated, Contributor may not have the Work published elsewhere.

7. **EDITORIAL CHANGES AND PROOFREADING.** If Publisher recommends editorial changes, Contributor shall deliver to Editor a final version of the Work in typewritten and, at Publisher's option, in diskette form, incorporating such changes not later than fifteen (15) days after such request. Contributor agrees to proofread, correct and return all proofsheets of the Work within ten (10) days of receipt.

8. **PERMISSIONS.** Contributor agrees that it shall be Contributor's obligation to secure, prior to submission of the manuscript of the Work to Publisher, written permissions, in a form satisfactory to Publisher, from all third party copyright proprietors of material contained in the Work. Contributor shall properly identify such material in the Work and shall retain such permissions in his or her files for delivery to Publisher upon demand. Contributor shall be solely responsible for any costs in obtaining such permissions.

9. **PRODUCTION AND PUBLICATION.** All publishing decisions, including layout, design, style, form, composition, manufacture, production, pricing, promotion, advertising, licensing, sales, distribution and exercise of the rights granted hereunder, shall be made solely by Publisher. Publisher may authorize use of the Work by others without compensation, if in Publisher's judgment, such use could benefit the sale of the Work. Should Publisher decline or neglect to publish the Work or fail to license to any third party any of the rights granted to Publisher hereunder within five (5) years from the date of Publisher's timely receipt of a complete, final and satisfactory manuscript of the entire collective work in which the Work is to be included, then this Agreement shall be null and void.

10. **TERMINATION OF CONTRIBUTOR.** Should Contributor become unable or unwilling to perform his or her responsibilities pursuant to this Agreement prior to publication of the Work, Publisher may appoint a third party to act as Contributor, or may complete publication without a Contributor. Under such circumstances, at Publisher's option, (i) this Agreement shall terminate and, at Contributor's written request, Publisher shall assign to

Contributor the copyright, and all other rights, in and to the Work, within thirty (30) days of its receipt of such request from Contributor; or (ii) Publisher may appoint a third party to act as Contributor to complete and/or revise the Work.

11. **REVISED EDITIONS.** Contributor agrees to act as Contributor with respect to revised editions that include the Work, if Publisher considers it necessary in the best interests of the Work. The provisions of this Agreement shall apply to each edition that includes the Work as though that edition were the first time the Work was being published under this Agreement. Should Contributor be unable or unwilling to provide a new version of the Work for revised editions within a reasonable time after Publisher has requested it, or should Contributor be deceased, Publisher may have the new version of the Work prepared by a third party.

12. **RIGHT TO USE CONTRIBUTOR'S NAME, LIKENESS AND BIOGRAPHY.** Publisher and any licensees or assigns of Publisher's rights hereunder shall have the right in connection with the exercise of any of such rights, and in advertising, publicity and promotion in connection therewith, to use the name, likeness and biography of Contributor, as well as the name, likeness and biography of any person who revises the Work.

13. **COPIES FOR CONTRIBUTOR.** Publisher will furnish one (1) copy of the collective work without charge to the lead author of the Work. Additional copies of the collective work for each Contributor's personal use, but not for resale, shall be supplied by Publisher at a discount of twenty-five (25) percent from the retail price.

14. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of Contributor, his or her heirs, executors, administrators, legal representatives, and assigns, except that Contributor may not assign his or her duties and obligations under this Agreement.

15. **MANUSCRIPT LIABILITY.** Publisher shall not be liable for damages, if any, resulting from loss or destruction of any manuscript or material delivered hereunder.

16. **NOTICE.** Any notice or other writing required or authorized by this Agreement shall be in writing and shall be deemed effective when delivered in person, or, if mailed, by registered or certified mail, return receipt requested, in which case the notice shall be deemed effective three (3) business days after the date of deposit in the mails, postage prepaid, addressed to Contributor or Publisher at the address set forth above. Any party may change the address to which such notices are to be addressed by notice in writing given to the other in accordance with the terms hereof.

17. **CONFIDENTIALITY.** Contributor agrees not to divulge, disseminate or publicize the terms of this Agreement to any third party other than his or her attorney or accountant, except as may be required by law or to fulfill the terms of this Agreement.

18. **MISCELLANEOUS.** This Agreement contains the entire understanding between the parties and supercedes and terminates all prior agreements between the parties related to the subject matter hereof. This Agreement may not be changed orally, but only by agreement in writing signed by both parties hereto. This Agreement shall be governed by the laws of the State of New York applicable to agreements entirely made and performed therein. The parties hereto agree that the Federal courts situated in the City and County of New York (or in the event there is no federal subject matter jurisdiction, the courts of the State of New York in the City and County of New York) shall be the exclusive forum for the resolution of any and all disputes, controversies and claims by or between the parties covering any matter or thing arising under or related to this Agreement, whether based in tort or contract, including, without limitation, any separate action in the nature of a set-off or counterclaim. The parties hereto each consent to the personal jurisdiction by said courts over such parties and hereby expressly waive, in the case of any such action, any defenses thereto based on jurisdiction, venue and/or forum non conveniens.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below:

**CONTRIBUTOR:**

**MARCEL DEKKER, INC.:**

Signature - \_\_\_\_\_



Dated: \_\_\_\_\_

Marcel Dekker  
Chief Executive Officer and Chairman of the Board  
**April 30, 2001**

Signature - \_\_\_\_\_

Dated: \_\_\_\_\_

