

AUTHOR'S AGREEMENT

An Agreement made this 12 day of March 2004 by and between

Dr M. W. Evans
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United Kingdom

hereinafter referred to as 'the Author'
(if more than one author, 'the Author' shall be read as 'the Authors') and
Kluwer Academic Publishers, PO Box 17, 3300 AA DORDRECHT, The Netherlands,
hereinafter referred to as 'the Publisher'

WHEREBY in consideration of the mutual covenants and obligations herein contained, the Parties here to agree as follows:

Manuscript

1. The Author agrees to write (has written) a work in the English language, provisionally entitled:

Generally Covariant Unified Field Theory

hereinafter referred to as 'the Work', which term shall include the text and all illustrations, artwork, indices, appendices, charts, tables, and other materials which are necessary for completion of the book.

2. The Author agrees to deliver to the Publisher 1 (one) complete, original camera-ready manuscript and the electronic data of the Work, prepared according to the 'Instructions to Authors' to be supplied by the Publisher, and accompanied by appropriate illustrative material and instructional aids, all of which must be acceptable to the Publisher in form and content, on or before **June 2004**

Should delivery of the manuscript be delayed by more than 12 (twelve) months, consultation will take place between the Author and the Publisher with a view to deciding whether new circumstances have arisen which might tend to affect adversely the sale of the book and whether these factors are sufficiently important to warrant termination of the agreement.

3. The complete manuscript will yield about **200** printed pages including diagrams, formulae, tables and/or black and white illustrations.
4. The Author further agrees:
 - a. to take care that diagrams, maps, drawings and charts are provided clearly drawn in black ink with the lettering sufficiently large to stand photographic reduction, and that photographs are provided in a form ready for immediate reproduction.
 - b. that literature references shall be absolutely consistent and composed in accordance with the generally accepted practice among authors in the subject field, following instructions by the Publisher.
 - c. to supply to the Publisher appropriate indices for the Work.
5. The Publisher undertakes to exercise due care while in possession of the manuscript of the Work, illustrations, etc., but denies liability for loss or damage outside his control.

Publication

6. The Work shall be published entirely at the cost and risk of the Publisher in such style and manner as is determined by the Publisher, and at such price as the Publisher shall deem best suited to its sales.

7. The Author agrees to cooperate with the Publisher in the production and sales promotion of the Work.

Copyright

8. The Author hereby assigns to the Publisher the full copyright to the Work, which assignment the Publisher hereby accepts.
Consequently, the Publisher shall have the exclusive right throughout the world to publish and sell the Work in all languages, in whole or in part, including, without limitation any abridgement and substantial part thereof, in book form and in any other form including, without limitation, mechanical, electronic and visual reproduction, electronic storage and retrieval systems, and all other forms of electronic publication now known or hereinafter invented.

The Publisher also shall have the exclusive right to sell or licence electronic and all other subsidiary rights (see Article 19).
9. The Author warrants and represents that he/she is the sole author and owner of the Work, that it has never been published elsewhere in its present form, that it does not infringe upon any copyright or any other right(s), that it does not contain infringing or other unlawful material, that he/she is the exclusive owner of the rights assigned to the Publisher and that he/she has obtained in writing the customary permission from the copyright owner(s) or his (their) legal representative(s) or heir(s) whenever a passage is quoted and/or a table or illustration from copyrighted material is used.
10. The Work shall be delivered to the Publisher free of copyright charges.
11. The Author shall indemnify the Publisher for, and hold the Publisher harmless from, any loss, expense or damage occasioned by any claim or suit by a third party for copyright infringement or arising out of any breach of the foregoing warranties as a result of publication of the Work.

Revised Editions / Reprints

12. The Author shall edit and revise, if and when necessary, every subsequent edition of the Work, in which event the parties shall discuss the desirability of adapting the conditions then in force. Should the Author, for any reason, be unwilling or unable to edit and revise the Work, the Publisher shall have the exclusive right to appoint (an) editor(s).
13. Expenses incurred by the Publisher as a result of the unwillingness or inability of the Author to edit and/or revise any edition of the Work, shall be borne by the Author or his/her legal representative(s) or heir(s). Such expenses shall be deducted from the future earnings of the Author or his/her legal representative(s) or heir(s) arising from the present agreement.
14. In the event of a subsequent unrevised edition, all provisions of this agreement shall apply.

Royalties and/or Honoraria

- 15a The Publisher agrees to pay the Author the following royalties on the sales receipts of copies sold of the first and subsequent printings of the hardbound edition of the Work:

6% on net sales receipt

If the Work is composed by more than one Author, division of royalties will be by mutual agreement amongst the Authors.

- b The same royalties due to the Author under clause 15a, above, shall apply should the Publisher decide to publish the Work, or part of the Work, in electronic form.

- c If the Work, or part of the Work, including electronic adaptations or extractions, is published (including electronic format) by the Publisher as part of a larger composite Work (e.g. a database), a royalty will be paid to the Author on the net income accruing to the Publisher from the sale of the composite Work. This royalty will be a portion of the Royalty specified in clause 15a. This proportion will be equal to the proportion of the composite Work represented by the Work or part of the Work. If this proportion is less than 25% (twenty-five percent), no royalties will be payable.
- d No royalties shall be payable on copies sold at cost or less, or in the case of copies lost, damaged or destroyed.

16. Should the Publisher elect to publish a paperback edition of the Work, the royalties on this edition shall be one half of those indicated in Clause 15a.

17. By 'sales receipts' is meant the total amount of receipts actually collected by the Publisher for all copies of the Work sold throughout the world. Should the Author receive an overpayment of royalties on copies reported sold, but subsequently returned, he/she agrees that the Publisher may deduct such overpayment from any future earnings under this agreement.

The sales statistics shall be computed annually. The statement, and the payment of royalties covering the elapsed year, shall be rendered to the Author within 5 (five) months from December 31st.

18. Expenses charged to the Author according to the conditions contained in Article 13, but not properly remitted, may be deducted from the royalties due to the Author.

Translations / Subsidiary Rights

19. The Publisher shall have the exclusive right to sell or licence special editions of the Work or parts thereof in the original or abridged form (including, without limitation, paperback, book club or microfilm editions, inclusion in collected works or anthologies) as well as translations into other languages, and to sell or licence other subsidiary rights such as mechanical, electronic and visual reproduction rights, sound reproducing and recording rights for electronic data processing including, without limitation, programming, storage and transmission to other electronic data records.

The Publisher shall pay the Author one third of the net income received by the Publisher from the sale or lease of electronic rights and one-half of the net income received by the Publisher from the sale or lease of translation and other subsidiary rights.

20. Considering these conditions, the Author shall not arrange for the publication, otherwise than by the Publisher or with his permission in writing, of any abridgement or expansion of any substantial part of the Work, or any other work of a nature likely to compete with the Work.

Complimentary Copies

21. The Publisher agrees to present the Author with a total of 6 free copies of the Work.

The Author shall be entitled to purchase further copies for his/her own use but not for resale at a discount of 30% (thirty percent) on the retail price. The Author is also entitled to order other books published by the Publisher and/or affiliated companies at a discount of 25 % (twenty-five percent) on the retail price.

22. The presentation of free copies to the press and/or other persons with the object of promoting the sales of the Work shall be entirely at the discretion and the expense of the Publisher. No royalties shall be payable on complimentary copies.

Out of Stock

23. Should the Publisher not be able to supply the Work in any form for a period of 6 (six) months, the Author may at any time thereafter call upon the Publisher to undertake to make the Work again generally available.

Should the Publisher be unwilling or unable to do so, the copyright of the Work shall, at the end of a period of 6 (six) months after receipt of the Author's formal notice, revert to the Author. Such event, however, shall not affect any rights granted to third parties prior thereto or the right of the Author or the Publisher to participate in the proceeds therefrom as set forth above.

Remaindering

24. If the Work should turn out to be unsaleable, the Publisher shall be entitled to destroy the remaining stock (in which case the Author shall first be given the right to buy such copies at 10% (ten percent) of the list price) or to sell the remaining stock at a remainder price (in which case the Author shall be entitled to meet such a price) provided that the Work is at least 4 (four) years old. No royalties is due to the Author on copies destroyed or disposed of in the said manner.

Special Conditions

25. NONE

Arbitration

26. All disputes that may arise in connection with this present agreement or the breach thereof shall be settled exclusively by arbitration, to be held in The Netherlands in accordance with Dutch law, and shall be conducted under the Rules of the 'Nederlands Arbitrage Instituut' (Netherlands Institute of Arbitration).

Concluding Clause

27. This agreement shall bind and inure to the benefit of the Parties and to the executors, administrators, heirs, and assignees of the Author, and the successors and assignees of the Publisher.

IN WITNESS WHEREOF the Parties have duly executed this agreement this 12th day of March 2004

The Author



Dr M. W. Evans

The Publisher

Kluwer Academic Publishers



Dr. Liesbeth A.L. Mol
Publishing Manager