
PUBLISHING AGREEMENT
Springer Science+Business Media, LLC
233 Spring Street, New York, NY 10013, USA

THE FOLLOWING AGREEMENT, made this **24th** day of **March, 2009** (hereinafter called the “Agreement”), has been approved by and entered into between:

Springer Science+Business Media, LLC (the “Publisher”) and

Alexander Shen
University of Marseille
LIF – Center of Mathematics and
Informatics
39 rue Joliot-Curie
13453 Marseille, Cedex 13
France

(the “Author”). This Agreement shall be deemed in full force and effect upon receipt by Publisher of a fully-executed Agreement. When the Author is more than one person, the word “Author” as used in this Agreement will apply collectively unless otherwise indicated.

1. Agreement to Publish

The Author agrees to prepare for publication by the Publisher, and the Publisher agrees to publish, subject to the terms and conditions of this Agreement, a work provisionally entitled:

Algorithms and Programming: Problems and Solutions, Second Edition

2. (the “Work”). Rights Granted

The Work shall be a work made for hire, as that term is defined in Section 101 of the United States Copyright Act (17 U.S.C. §101). Accordingly, if the Work or any portion of it shall not be deemed a work made for hire for any reason, at any time, Author hereby irrevocably assigns to Publisher all rights, including, without limitation, the copyright to the Work and the sole right to publish, distribute and sell the Work and to prepare, publish, distribute and sell derivative works, revisions, versions or future editions based thereon in English and in all other languages, throughout the World, in all forms and media of expression, such as in its electronic form (offline, online), now known or developed in the future, and to license or permit others to do so, except in the case of any version of the Work published in the Russian language. The Author shall maintain all rights, including the copyright, to all versions of the Work published in the Russian language.

The parties acknowledge that there may be no basis for claim of copyright to a work prepared by an officer or employee of the United States government as part of that person’s official

duties. If any of the above Authors on this Agreement are an officer or employee of the United States government reference will be made to this status on the signature page.

The Publisher will register the Work in the Copyright Office of the United States in its own name or in the name of copyright holder if so indicated in this agreement in compliance with the United States copyright law and the Universal Copyright Convention.

3. Material Preparation and Delivery

- a) The Author agrees to deliver to the Publisher no later than **July 1st 2009** the manuscript of the Work as described below, all of which will be acceptable to the Publisher in content and form as prescribed. If the Author anticipates being unable to make timely delivery of the Work, the Author will so inform the Publisher in writing, and the Publisher may then agree to another date in writing or may terminate this Agreement, as described below.
- b) The manuscript will consist of:
 - i) approximately **240** pages of text and tabular matter including captions for all figures, all front matter (prefaces, table of contents, introductions, and so forth), and all necessary back matter (such as glossaries, end notes, bibliographies), including the index,
 - ii) any necessary supplementary electronic files or materials such as CD-ROM/DVD-ROM masters or audio/video masters.
- c) The manuscript (including all figures) will be delivered in an electronic format (TeX or equivalent program) as per the Publisher's specifications.
- d) If the manuscript contains any material protected by the copyright of others, the Author will deliver to the Publisher with the manuscript written permission from the copyright owner to utilize such material in the Work. The Author will be responsible for any costs that may be associated with obtaining such permission.
- e) If the Author fails to deliver any of the above-mentioned material ready for production by the date specified above (unless extended), or if the material, as delivered, is not acceptable in content and in form to the Publisher, then the Publisher may at any time thereafter and at its option terminate this Agreement and return all rights to the Author by notice in writing and mailed to the Author's last known address.

4. Production of the Work

The Publisher will publish the Work at its sole expense within a reasonable time after delivery of an acceptable manuscript and other required materials as outlined in Clause 3 of this Agreement. The manner and style of publication of the Work, including its price, format, manner of presentation and all other aspects of publishing, exercising or licensing to others the right to publish editions or versions of the Work and all subsidiary rights in the Work, will be determined by the Publisher. Media files (such as PDF, HTML, XML and any source files), printing plates, films, negatives, and any illustrative material commissioned by the Publisher will be the exclusive property of the Publisher.

The Author will check the manuscript as edited by the Publisher, proofread page proofs as well as any revised page proofs as requested by the Publisher and check the illustration

proofs for accuracy. Alterations or additions (other than corrections of errors caused by the Publisher, the typesetter, or the printers) may be made only with the permission of the Publisher. The cost of any such alterations or additions that exceed 10% of the cost of composition may be charged against the Author's royalty account.

The Author will prepare and deliver to the Publisher a manuscript for the index as per the Publisher's author guidelines (on <http://www.springer.com>) upon submission of the manuscript of the Work.

5. Royalty

a) Definitions

Net Cash Receipts: Publisher's receipts from sales of the Work, excluding sales tax, value-added tax, and similar taxes.

Net Proceeds: Publisher's receipts from sales of the Work, excluding sales tax, value-added tax, and similar taxes, and production costs.

b) Royalties

The parties acknowledge that there may be no monies paid to an officer or employee of the United States government as part of that person's official duties and this status, if applicable, is clearly noted on the signature page.

The Publisher will pay to the Author the following royalties.

i) Regular Sales

On each copy of the Work sold throughout the world through normal wholesale or retail channels except as otherwise provided in this clause:

15% of the Net Cash Receipts.

ii) Special Sales

On all copies sold at discounts that exceed the Publisher's wholesale discount schedules to customers whose normal business is other than wholesale or retail book distribution:

15% of Net Cash Receipts.

iii) e-Book Sales

In the case of individual sales of e-books, the Author's royalties will be **15%** of the Net Cash Receipts. Additionally, the Work will also be sold electronically as part of Publisher's e-book package. The Author will receive a prorated share of royalties from the income generated by the Publisher from the e-book package. The share for each individual title within the e-book package will be determined by the Publisher no later than April for the preceding year. This amount will be added and specified explicitly on the annual royalty statement.

iv) Publisher's Special Editions

On all copies of editions, reprint versions or adaptations of the Work sold as limited special editions to other offices of the Publisher in developing countries:

15% of Net Proceeds.

c) Other Rights

i) **Licensing**

On the licensing of third parties to exercise any or all rights in the Work as described in Clause 2 of this Agreement (including, but not limited to, book club, translation or reprint licenses) the Publisher will pay to the Author:
50% of Net Proceeds.

ii) **Publisher's Exercise**

Should the Publisher exercise any or all subsidiary rights in the Work as described in Clause 2 of this Agreement (other than in print or volume form) the Publisher will pay to the Author:
50% of Net Proceeds.

- d) No royalty will be paid on copies of the Work furnished gratis for review, advertising, promotion, bonus, examination or like purposes, or on copies returned to the Publisher unsold.
- e) Should the Publisher at any time have damaged, unsold or returned copies of the Work in stock which are not salable on the usual terms, it may dispose of such copies; if such copies are sold at or below cost, no royalty shall be paid.
- f) Accounting will be made annually in April for the preceding calendar year, and payments due the Author will be remitted thereafter in US Dollars.
- g) In the event the Author receives royalties on copies of the Work reported sold but subsequently returned, the Publisher may deduct such sums from any amount due to the Author thereafter. In addition, the Publisher may withhold from royalties a reasonable reserve against returns established by the Publisher on the basis of prevailing rates of returns experienced by the Publisher, and may, should the reserve prove inadequate, deduct overpayments of royalties from amounts otherwise due under this or any other Agreement between the Author and the Publisher.

6. Grant

The parties acknowledge that there may be no monies paid to an officer or employee of the United States government as part of that person's official duties and this status, if applicable, is clearly noted on the signature page.

The Publisher will pay to the Author a grant of USD \$600 for the translation of a portion of the Work, to be paid as follows:

\$600 to be paid upon execution of this Agreement

If an acceptable manuscript is not delivered to the Publisher by the date of Clause 3a) or whatever date may subsequently be agreed to by the Author and the Publisher in writing, the Author will return to the Publisher in full any part of this grant already paid.

7. Intra-Corporate Transactions

The Publisher will have the right to license any of the subsidiary rights enumerated in Clause 2 of this Agreement (including, but not limited to, translation or reprint licenses) to any of its subsidiaries, affiliates or divisions provided that the terms thereof are negotiated as a good faith transaction.

8. Complimentary Copies and Author's Discount

The Author will be given a total of **6** copies of the published Work free of charge.

The Author may purchase additional copies of the Work or other books published by the Publisher, for Author's personal use and not for resale at a discount of 33% from current list price at purchase date.

9. Updated or Revised Editions

Whenever the Publisher in good faith determines that an updated or revised edition is desirable, it will inform the Author and request the preparation of a manuscript for the updated or revised edition of the Work within a reasonable and agreed upon period of time. In the absence of a mutual agreement the period of time to negotiate terms will be ninety (90) days from the first notification of the Publisher. All royalties to the Author on subsequent editions will be computed according to the schedule set forth in Clause 5 as though it were a separate work.

Should the Author be deceased, disabled, physically unable or unwilling to prepare the manuscript for a revision, Publisher may make such alternative arrangements for a successor author as Publisher shall deem appropriate, subject to reasonable consultation with Author (if available) concerning the possible selection of a successor author. At Publisher's discretion, any such revision shall carry the name of Author as initial author. For the first such revision made by a successor author, Author shall be entitled to compensation totaling 25% of applicable royalty set forth in Clause 5; no further compensation shall be paid, however, for subsequent revisions.

10. Publicity

The Publisher may publish or permit others to publish, without charge or royalty, selections from the Work for the purpose of publicizing the Work.

The Author agrees to actively participate in the promotion of the Work and take part in any reasonable promotional activities the Publisher deems necessary.

11. Representations, Warranties, and Indemnities

Author represents and warrants that Author has the full power and authority to enter into this agreement; Author is the author and sole proprietor of the Work, except as expressly disclosed by Author.

No third party is entitled to compensation with regard to the rights assigned pursuant to Clause 2, including, without limitation, the United States government; Author has not granted or assigned any rights in the Work to any other person or entity; the Work is original to Author; the Work has not been published in whole or in part by any other source; the Work does not infringe upon any copyright, trademark, patent or other intellectual property right; the Work does not invade the right of privacy or publicity of any person or entity; the Work does not contain any obscene, indecent, libelous or scandalous matter; all statements that are asserted in the Work as facts are true or based upon reasonable research for accuracy; and to the best of Author's knowledge, no formula, procedure or prescription contained in the Work

would cause injury, damage or other harm to persons or property if used or followed in accordance with the instructions or warnings contained in the Work.

For each representation and warranty made by Author in this Clause that is based on the best of Author's knowledge, Author shall employ due diligence during the term to monitor and verify compliance and accuracy.

Author hereby indemnifies and holds harmless Publisher, its parent and subsidiary entities, officers, directors, equity holders, employees, agents and representatives (together, the "Indemnified Parties") from and against any costs, claims, liabilities, expenses or damages, including, without limitation, attorneys' fees, disbursements and court costs, that the Indemnified Parties may incur or for which the Indemnified Parties may become liable as a result of a breach of any of these representations, warranties and indemnities. These representations and warranties will survive the termination of this Agreement and may be extended to third parties by the Publisher.

12. Competing Works

The Author will not during the continuance of this Agreement, without the written consent of the Publisher, publish any other edition or version of the Work, nor will the Author publish any other work which is, in the reasonable judgment of the Publisher, comparable to the Work in subject matter and scope which would substantially and adversely affect the sale of the Work. The Author may, however, after publication of the Work, draw on and refer to material contained in the Work in preparing articles for publication in scholarly and professional journals and papers for delivery at professional meetings. The Author will appropriately credit to the Publisher and the Work in any such use.

13. Confidentiality

Each party agrees that it will not disclose to any third party, any confidential information about the other party, without its express consent.

14. Force Majeure

Neither party will be liable for its delay or failure to perform to the extent caused by circumstances beyond its reasonable control, including, without limitation, fire, flood, strike, terrorism, civil, governmental or military authority, or acts of God. Should a party's delay or nonperformance continue for a period of at least sixty (60) days, however, the other party may issue a notice of termination under Clause 16 below.

15. Assignment

This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the Author and the successors and assigns of the Publisher. By means of written instructions to the Publisher, the Author may assign any sums due hereunder now or in the future, but may not assign any obligations hereunder. The Publisher may assign this Agreement.

16. Termination

Without limitation to any other rights that Publisher may have, if Author fails to deliver the Work or any portion of it as provided under this Agreement, Publisher may, at its option, terminate this Agreement by notice.

If at any time the Publisher determines that the demand for the Work is insufficient to warrant its continued availability, the Publisher may declare the Work out of print. The Work will not be deemed out of print if it is on sale, offered by or available from 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 request, the rights granted by the Author under this Agreement will be reviewed by the Publisher and if reversion of rights is granted this Agreement will be terminated.

This Agreement may be terminated by mutual written consent. In addition, either party may terminate this Agreement if the other party commits a substantial breach of this Agreement and fails to remedy the breach within sixty (60) days after receipt of written notice sent by registered mail requesting remedy.

In the event of termination for whatever reason, all rights will revert to the Author, who will have the right within sixty (60) days of the date of termination to purchase any existing plates or negatives of the Work and original artwork and the Publisher's stock at cost. If the Author does not exercise such rights, the Publisher may dispose of such materials at its own discretion.

17. Governing Law

Regardless of the place of its physical execution, this Agreement is made under, and shall be governed by and construed according to, the laws of the State of New York, United States of America, without regard to that state's conflicts-of-law principles. Any action with respect to this Agreement may only be brought and maintained in the federal or state courts in New York County, State of New York, United States of America. The parties consent to jurisdiction of any such court. Each party waives any right it may have to a jury trial, objection to venue or inconvenient forum.

18. Entire Agreement

This Agreement constitutes the complete and entire agreement between the Author and the Publisher and only modification to manuscript due date, pages, and illustrations will be accepted in writing when signed or initialed by all parties. Any other waiver or modification of this Agreement will require the Publisher to issue a new agreement.

Author, Alexander Shen

Social Security Number

Author's Citizenship

Date

Springer Science+Business Media, LLC: Elizabeth Loew
Senior Editor – Mathematics

Date

Springer Science+Business Media, LLC: Hans Koelsch
Editorial Director - Mathematics

Date

Springer Science+Business Media, LLC: Officer

Date