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# MORGAN & CLAYPOOL PUBLISHERS

## PUBLISHING AGREEMENT

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Agreement made **June 10, 2020**, between **Manpreet Katari, Sudarshini Tyagi, and Dennis Shasha**, the Authors, and Morgan & Claypool Publishers, the Publisher.

Whereas, the Authors intend to write and have published an original work, and whereas the Publisher is in the business of publishing such works, the Authors (you) and Publisher (we) agree as follows:

### 1. Grant of Rights

You agree to write for publication a work tentatively entitled: *Statistics is Easy: Case Studies on Real Scientific Datasets* (the work) and you grant and assign exclusively to us this work and all versions and revisions of the work that are now in existence or created in the future. You retain the right to reuse all or portions of the work in a substantially longer or shorter work of your own authorship provided that you attribute the source of the portions reused to this work.

This grant and assignment includes all rights of copyright (and to claim, register, and obtain copyright) in the work and in all countries of the world, and the exclusive right to reproduce print and digital copies, publish, sell, transmit and otherwise distribute the work throughout the world during the full term of copyright, and all of the other rights set forth in Paragraphs 11 and 12 below, with the exclusive authority to exercise and to license these rights in all countries and in all media and languages. You and we agree that all published copies of the work shall bear the copyright notice or notices required by applicable law in our name or in any other name or names we elect. To protect this work or the rights granted to us, we may need to file certain documents with the Copyright Office confirming this grant of rights. If we ask you to sign such documents, you agree to do so. We may use your name, likeness and professional credits in connection with any edition or derivative version of the Work.

### 2. Delivery and Acceptance of Manuscript

You agree to deliver to us a draft manuscript for review, not later than **October 1, 2020**. You agree that both parties desire a published work of approximately 100 to 150 pages, including front and end matter. When we have accepted and approved your final manuscript for production we will publish your work at our expense, in the United States in the English language. If your final manuscript is not acceptable to us, or if it is not delivered within three months of the date indicated above, and if in our opinion an extension of time is not advisable, we may at any time thereafter and at our option terminate this Agreement by notice in writing mailed to your last known address.

### 3. Royalties

- a) Except as otherwise provided herein, we will pay you royalties of 15% of the net amount received by us from sales (excluding sales taxes and transportation charges) of all print and digital copies of the work sold (less returns) throughout the world. This royalty will apply to all copies of the English language edition of the work that are sold by us, including those sold directly to consumers, to bookstores and distributors, by mail order, at conferences and all other purchasers other than those stipulated in Paragraphs 11 and 12 below. Royalties shall be evenly divided among all authors.

b) Royalties on Sales of Aggregated Products:

When the Publisher sells copies of the work (in any medium) in combination with other publications (including the work in a different medium) as a package for a single price, the net amount received by the Publisher attributable to the work for royalty purposes shall be determined by one or a combination of two different methods:

Prorating price: whereby the publisher shall allocate the receipts from the package based upon a pro-ration of the Publisher's list prices for the works contained in such package. If one or more of the works in the package is not sold separately, the Publisher shall allocate the net amount received in such manner as it determines is equitable in light of the relative value of the works contained in such package.

Prorating Usage: When the Publisher sells electronic access to the work as part of an aggregated digital product and reliable measurements of the usage of individual works are available, the Publisher may attribute sales to the work based on usage.

It is the Publisher's intention to begin incorporating a usage-based allocation of sales for royalty purposes, on a partial basis when in its sole judgment industry technology and methodology are sufficiently developed to produce accurate measurements. In the interim, revenues for aggregated products will be apportioned according to the prorated price methodology. The Author agrees that, once a usage-based methodology for sales allocation is utilized, his or her share of royalties for aggregated products may increase or decrease in comparison to allocation based on price alone but acknowledges that the total amount paid by the publisher to all authors will remain the same.

#### **4. Reports and Payments**

Beginning after publication, the Publisher will render annual statements in accordance with its regular practices, during the month of June for the previous calendar year. Each statement will be accompanied by payment of the amount shown to be due, after allowance of a reasonable reserve for returns. All payments to authors will be divided equally unless another division is specified by you in writing. If less than twenty-five dollars (\$25.00) is due for any accounting period, the Publisher may render no statement and make no payment until after the accounting period in which a total of twenty-five dollars (\$25.00) or more is due the Author. The Publisher may deduct from amounts due the Author under this Agreement with the Publisher any sum due from the Author to the Publisher.

#### **5. Submission and Form of Manuscript**

You agree to deliver the final manuscript to us, retaining a copy for yourself, in the form of an electronic file for a software application acceptable to both of us. The manuscript will include all text and illustrations, a title page, table of contents, preface, and bibliography or references.

#### **6. Editing and Typesetting**

When your final manuscript has been accepted and approved for production we will copy-edit and typeset the work, provided that such editing or alteration does not materially change the meaning of the work. We will provide the manuscript to you for your approval, and you agree to return it to us in a timely manner. You agree to read, correct and promptly return proof to us and agree to be responsible for the completeness and accuracy of your corrections. Unless we agree otherwise, should the costs of alterations that you make to the text and illustrations in proof form exceed 15% of the costs of original typesetting, you will bear the excess. These charges will not include the costs of your corrections of typesetting errors, but only alterations you make after you have approved the final edited manuscript and final illustrations.

## **7. Determinations**

We agree to consult with you on publication and marketing matters. You and we shall share approval over the title of the published work. We shall retain sole right to establish the price of the work and to determine all other publishing and printing details.

## **8. Author Copies**

We agree to provide each of you with 5 free copies of the finished printed work and one free copy of the digital work when they are published. You may purchase additional print copies of the work, or any other book from the Publisher, at a 30% discount from the retail price.

## **9. Revised Editions**

If we determine that a revision of the work is desirable, we will notify you and request that you prepare a revision. You agree to advise us within ninety (90) days of your agreement to prepare the revision. You also agree to diligently proceed with the revision, keeping us informed of your progress, and to deliver the completed manuscript to us within reasonable promptness, but in no more than six (6) months from the time you agree to revise.

In the event that you do not advise us within ninety (90) days, are unwilling or unable to proceed with the revision, or if the completed manuscript that is acceptable to us in form and content is not delivered within six (6) months of the date agreed upon for submission, or if you have died or become disabled; we will have the right to arrange for the revision to be prepared by others. We will also arrange for the reviser to share royalties with you, provided the reviser's share will not exceed 50% of net royalties in the first revision or 75% of the net royalties in the second revision. The reviser's share of the royalties on subsequent revisions will be negotiated between the Publisher and the reviser. Subject to royalty sharing as specified above, the royalty terms for the original edition in Paragraph 3, shall apply to each successive revision as though it were a separate work.

## **10. Copyrighted Material**

If you incorporate into your manuscript (or into publications ancillary to your manuscript) any material created by anyone other than you, we must receive from that person a proper written grant of the same rights to that material as you have granted to us in Paragraph 1 for the entire work. If any material from another work protected by copyright is incorporated into your manuscript or your ancillary publication, we must receive written grants satisfactory to us to use that material. You agree that you will bear any fees for use of the material and that we may make payment by advance from your future royalties.

## **11. Subsidiary Rights**

The rights you have granted us include but are not limited to the following exclusive subsidiary rights in and to the work, which we may exercise, license, assign, or otherwise dispose of, in all languages, forms, and media throughout the world:

- a) To prepare, publish, sell, and distribute translations, sound recordings, microfilms, microfiches, filmstrips, motion pictures, and all other derivative works.
- b) To serialize, syndicate, quote, or authorize quotations and excerpts (including illustrations), and to authorize the use of your name in connection therewith.
- c) All performance, broadcast and display rights, and all rights for use in information storage, processing, transmission, and retrieval systems.

The term "Subsidiary Rights" shall mean the subsidiary rights listed above and all other rights in the work that you have granted to us, except the rights granted to us to publish and sell the English language version of the work in

print and digital form. The royalties or other income we pay to you from the exercise or disposition of such subsidiary rights are set forth in Paragraph 12 below.

**12. Royalties on Subsidiary Rights**

You will receive royalties of 10% of the amounts received by us on resulting sales if we develop ourselves and exercise a particular subsidiary right or join with others in such development or exercise.

You will share equally with us any net gain after direct expenses received by us on any disposition to others of a particular subsidiary right, such as translation rights or any disposition to others of English language book club rights, or rights to print special English language reprint versions and adaptations that are intended primarily for sale outside of the United States, its possessions, and Canada.

**13. Author's Warranties**

The Author represents and warrants that: the Work is original except for material for which written third party permissions have been obtained; it has not previously been published and is not in the public domain; the Author has the right to enter into this Agreement and owns and can convey the rights granted to the Publisher; the Work contains no libelous or unlawful material or instructions that may cause harm or injury; it does not infringe upon or violate any copyright, trademark, trade secret or other right or the privacy of others; and statements in the Work asserted as fact are true or based upon generally accepted professional research practices. The Author will hold the Publisher and its licensees harmless against all liability, including expenses and reasonable counsel fees, from any claim which if sustained would constitute a breach of the foregoing warranties. Each party will give prompt notice to the other if any claim is made and the Author will cooperate with the Publisher, who will direct the defense thereof. Pending any settlement, final resolution or clear abandonment of a claim, the Publisher may engage counsel of its choice and may withhold in a reasonable amount sums due the Author under this or any other agreement between the parties. The provisions of this paragraph will survive termination of this Agreement.

**14. Accounting**

You agree that any overpayment of royalty due to returns of stock from bookstores and dealers, and amounts of any nature that you may owe us, whether under this Agreement or not, shall be retained for our own account from the royalties otherwise due you from this or any other agreement between us. For purposes of computing royalties under or pursuant to this Agreement, all assignments by us of this Agreement as a whole and any transfer of inventory to the assignee in connection therewith shall be disregarded. You shall have the right, after due notice to us, to examine, at your own expense, our records showing the number of sales of the work or rights relating thereto and the revenue received from such sales.

**15. Available for Purchase**

If the Publisher decides that the public demand for the Work no longer warrants keeping it “available for purchase” and the Publisher does not, within six months after receipt of a written request from the Author make it available for purchase or contract to make it available for purchase within a reasonable time, the Publisher will revert all rights to the Author subject to the Publisher’s right to continue to publish and sell any derivative works then published or already scheduled for publication, and subject to any outstanding options or licenses to third parties. The Work will be deemed “available for purchase” if any English language version is available from the Publisher or any of its licensees in any format including copies manufactured or electronically transmitted on demand.

**16. Changes, Assignments, Waivers**

This Agreement may not be changed unless you and we agree to the change by means of a formal addendum signed by you and an officer of our firm. You may assign your royalties for the work but you may not assign this Agreement. We, as the Publisher, may make an assignment of this Agreement to any of our affiliates or subsidiaries or as part of a transfer of all or any material part of our publishing business.

**17. Interpretation**

This Agreement shall be construed and interpreted according to the laws of the State of California and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to you and us shall include your heirs, successors, assigns, and personal representatives and ours, subject to the restrictions on assignments stated in Paragraph 16.

**Morgan & Claypool Publishers by**



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