

## SCHEDULE I - Specific terms and conditions

### 1. Publication date

The Publisher shall produce the Translation at its own expense and publish it in the Publication Format(s) specified in paragraph 3 of this Schedule I within 2 (two) years from the Effective Date.

### 2. Language and Sales Territory

Language: Czech

Sales Territory: **World**

### 3. Publication Format(s) of the Translation

**Print only**

### 4. Term

7 years from the Effective date of Agreement, provided the Translation remains in print .

### 5. Fees

#### a. Advance Fee

The Publisher shall pay to Cambridge the non-returnable sum of **GBP 700** on signature of this Agreement as an advance against royalties earned in paragraph 5.b.i and 5.b.ii of this Schedule I.

#### b. Royalties

##### i. Hardback and/or Paperback:

a royalty of ■ of the published price on all copies sold

##### ii. Subsidiary rights

The Publisher shall pay Cambridge ■ of all moneys received by it in respect of the leasing of the subsidiary rights as described in Schedule li, clause 11.

### 6. E-files Fee

The Publisher shall pay Cambridge a fee , to be determined by Cambridge at the time, in respect of any electronic files supplied to the Publisher as described in Schedule li, clause 6.

### 7. Complimentary copies

Cambridge shall receive free print copies of the Translation, to be sent in accordance with Schedule 11, clause 6.

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## RIGHTS SALE AGREEMENT

BETWEEN

(1) The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press of University Printing House, Shaftesbury Road, Cambridge CB2 8BS, UK ('Cambridge') and

(2) **Nakladatelství Academia, Stredisko spolecnych cinnosti AV CR, Narodni 3, 110 00 Prague, Czech Republic.** (the 'Publisher')

FOR the work entitled **Strength through Joy** (the 'Work' )

by **Shelley Baranowski**

**ISBN: 9780521833523**

Edition: 1

which the Publisher wishes to publish in **Czech** (the 'Translation').

Cambridge and the Publisher hereby accept and agree to the terms of this Agreement, which incorporates the following attached Schedules:

SCHEDULE I: Specific terms and conditions

SCHEDULE II: Standard terms and conditions

This Agreement shall be signed and returned to Cambridge at the address given above within 60 (sixty) days of its provision today, **30 Aug 2019**. Should the Publisher, or its Agent, fail to do so, Cambridge reserves the right to revoke the terms offered and license the rights elsewhere as it sees fit.

SIGNED by ..... Print name.....

Date 19. 9. 2019  
for and on behalf of the Publisher

SIGNED by..... Print Name.....  
for and on behalf of the Chancellor, Masters, and Scholars of the University of Cambridge

**EFFECTIVE DATE**.....  
(to be completed by Cambridge)

## **SCHEDULE II - Standard terms and conditions**

### **1. GRANT OF RIGHTS**

- (a) In consideration of the Payments specified in this Agreement, Cambridge grants to the Publisher for the Term the exclusive licence to translate, publish, and sell the Translation in the Publication Format(s) indicated in paragraph 3 of Schedule I in the Language and solely within the Sales Territory specified in Schedule I of this Agreement.
- (b) Solely where paragraph 3 of Schedule I provides for the publication of the Translation in electronic form, the Publisher may publish and sell the Translation in electronic form to customers in the Sales Territory ('End Users') via the Publisher's own eBook platform or via the eBook platforms of third-party eBook distributor(s) ('eBook Distributor') appointed by the Publisher and which Cambridge has approved in writing. For the purposes of this Agreement, any electronic edition shall be a verbatim text of the Translation, unabridged and unenhanced, where the text is visually reproduced and emulates the print edition of the Translation and which may or may not include a search facility, for use on personal computers, laptops, mobile phones and hand-held devices.
- (c) All other rights in the Work now existing or which may in the future come into existence are hereby reserved to Cambridge.

### **2. CONDITIONS OF LICENCE**

- (a) The Translation shall be made faithfully and accurately by a competent translator. No alterations, additions or abridgements to the Work (or any text or illustrative material therein) shall be made within the Translation without the prior written approval of Cambridge. The production quality of the Translation will be equivalent to the highest standards within the local market.
- (b) In the event that the Publisher fails to publish the Translation by the date specified in paragraph 1 of Schedule I, the Publisher shall inform Cambridge in advance and the parties shall endeavour to agree a new publication date. Cambridge reserves the right to charge an additional non-refundable administrative fee for extending the publication date. Alternatively or additionally, Cambridge may at its sole discretion accept the payment of a further advance against any applicable royalties in order to extend the publication date.
- (c) The name of the author(s) and/or editor(s) of the Work shall be given the same prominence on the cover and title page of the Translation as given on the original English version of the Work.
- (d) No rights to use, publish or reproduce the Cambridge name, brand or logo are granted to the Publisher hereunder and other than as specified in clause 2(b) herein, the Publisher shall not reproduce or use any of the following on or in connection with the Translation:
  - (i) the name 'Cambridge', 'Cambridge University Press' or any similar word(s);
  - (ii) the logo of Cambridge University Press, Cambridge University or any similar logo or image.
- (e) In the event of a breach of clause 2(d) above, Cambridge may require the Publisher to immediately take action to remedy the breach, including but not limited to any or all of the following:

- (i) ceasing production of the Translation;
  - (ii) destroying any copies of the Translation in its possession or control;
  - (iii) removing the Translation from sale; and/or
  - (iv) paying Cambridge a royalty of [REDACTED] of net receipts of any copies of the Translation already sold or manufactured in addition to any other Fees payable.
- (f) The Publisher shall not reproduce the cover design of the Work without the prior written consent of Cambridge.
- (g) The Publisher, or third party vendors licensed by the Publisher, may post online up to a maximum of 10% or a single chapter of the Translation, whichever is the shorter, solely for promotional purposes.
- (h) Where a Sales Territory other than the World is specified in Schedule I, the Publisher may not sell, distribute or license any print edition or any electronic edition of the Translation outside of the Sales Territory. Notwithstanding the foregoing, it is understood that an inadvertent and unrepeated breach of this condition shall not be deemed a breach of this Agreement; provided that the Publisher has used its best efforts to prevent sales and distribution outside of the Sales Territory (including, in relation to online sales, geo-blocking and other territorial restrictions).
- (i) If the Publisher wishes to reprint the Translation, they shall inform Cambridge accordingly. The Publisher shall await Cambridge's written consent before proceeding, which shall not be unreasonably withheld, but Cambridge may refuse to agree to a reprint if a revised edition of the Work is available or likely to become available in the near future.
- (j) The Publisher shall inform Cambridge as soon as the Translation goes out of print or e-commerce. For the purposes of this Agreement, the Translation shall be considered out of print if sales in all combined editions (print and electronic) fall below 50 (fifty) copies in any previous 12 (twelve) month period (hereinafter 'Out of Print').
- (k) The Publisher shall ensure that all electronic files of the Translation are kept secure and in an encrypted form, and shall use the best available practices and systems to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Translation.
- (l) The Publisher shall comply with all applicable laws in performing its obligations and exercising its rights under this Agreement .

### **3. APPROVAL AND QUALITY CONTROL**

- (a) If requested by Cambridge, the Publisher shall submit to Cambridge, at the Publisher's own expense, sample chapter(s) of the Translation and/or the complete Translation for review and approval by Cambridge prior to publication, upon such reasonable timeframe as determined by Cambridge.
- (b) Cambridge shall notify the Publisher in writing within a timeframe reasonably determined by Cambridge whether its approval is given under clause 3(a) above. In the event Cambridge declines to give approval, it shall notify the Publisher in writing of the details of any modifications which Cambridge may require to ensure that the Translation is of a standard and form acceptable to Cambridge.

- (c) The Publisher shall ensure any modifications required by Cambridge under clause 3(b) are made to the Translation and the Translation shall be re-submitted to Cambridge for approval prior to publication .
- (d) Once the Translation has been approved by Cambridge, the Publisher shall make no further changes, edits or alterations to such approved Translation without the prior written consent of Cambridge.
- (e) For the avoidance of doubt, publication of the Translation by the Publisher shall not proceed to publication in the event that, despite the incorporation of any requested modifications, the Translation remains in a form which fails to be approved by Cambridge, at its sole discretion and acting reasonably.

#### **4. ELECTRONIC EDITION**

- (a) If permitted under this Agreement, where the Publisher makes available for sale any electronic edition of the Translation via the Publisher's own eBook platform, the Publisher shall, at its own cost and expense :
  - (i) be responsible for uploading, hosting, and making available to End Users such electronic edition of the Translation via the Publisher's own eBook platform;
  - (ii) implement such technological protection measures as Cambridge shall approve to ensure that the electronic edition is used solely within the scope of the rights granted to the Publisher and End Users;
  - (iii) ensure that the measures adopted under clause 4(a)(ii) are sufficient to ensure that End Users are not able to copy, transfer, extract or communicate the electronic edition to the public, or in any way exploit the electronic edition other than as allowed by this Agreement; and
  - (iv) ensure that the End Users do not remove, bypass, reverse engineer, circumvent, neutralise, or modify any of the technological protection measures used for the electronic edition.
- (b) If permitted under this Agreement, where the Publisher makes available for sale any electronic edition of the Translation via an eBook Distributor, the Publisher shall ensure, through a written agreement with the eBook Distributor , that the eBook Distributor abides by the provisions of clauses 4(a)(ii), 4(a)(iii), and 4(a)(iv) above.

#### **S. COPYRIGHT NOTICE**

- (a) The Publisher shall ensure that every copy of the Translation displays the following copyright line as it appears in the Work:

© [name of copyright owner] [YEAR]

- (b) Each copy of the Translation shall also include the following notice:

This translation of <title> is published by arrangement with Cambridge University Press .

#### **6. PROVISION OF ELECTRONIC FILES**

- (a) Cambridge may, in return for payment by the Publisher of an appropriate E-files Fee determined by Cambridge at the time, provide the Publisher with the electronic files of the Work ('E- files') in formats readily available to Cambridge to facilitate the production and publication of the Translation . The E- files are provided to the Publisher on an "as is" basis without warranties of any kind.

- (b) The Publisher may use the E-files and may permit its current employees ('Authorised Users') to use the E-files only insofar and to the extent necessary to fulfil the Publisher's obligations under this Agreement.
- (c) Except in the course of exercising rights specifically granted in this Agreement, neither the Publisher nor any Authorised User may:
  - (i) sell, copy, distribute or make available for sale the E- files in whole or in part in any format to any other party;
  - (ii) display or distribute any part of the E- files on any electronic network (including without limitation, the internet and the world wide web); or
  - (iii) make the E-files available to anyone who is not an Authorised User.
- (d) Unless Cambridge agrees to an extension in writing, the E-files must be destroyed by the Publisher upon any of the following occurring, whichever is sooner:
  - (i) 24 (twenty-four) months from the date the E-files are first received ; or
  - (ii) as soon as they are no longer required for the purposes of producing and publishing the Translation; or
  - (iii) upon termination or expiry of this Agreement (subject to clause 14(c) of this Schedule li).

#### **7. APPOINTMENT OF AGENT**

- (a) Where the Publisher has appointed an Agent as indicated in Schedule I, Cambridge acknowledges that the Agent may act on the Publisher ' s behalf, and may undertake any or all of the obligations of the Publisher under this Agreement, solely as agreed on a case-by-case basis between Cambridge, the Publisher and the Agent . For the avoidance of doubt, the Publisher shall remain primarily liable to Cambridge for any actions or omissions undertaken by the Agent on the Publisher' s behalf .
- (b) An Agent appointed by the Publisher under clause 7(a) shall be entitled to a commission equal to 10% of the Fees set out in paragraph S of Schedule I ('Commission'), which shall be deducted from the Fees prior to the Publisher's payment to Cambridge pursuant to clause 8(a).
- (c) Save as expressly provided under this Agreement, Cambridge shall not be responsible for any and all expenses, costs and charges incurred by the Agent under this Agreement.

#### **8. PAYMENTS**

- (a) In accordance with clause 12 of this Schedule li, the Publisher shall pay to Cambridge the Fee( s) set out in paragraph S of Schedule I. Royalties , where applicable, shall be calculated on the Publisher's published price and shall be exclusive of any sales tax.

- (b) Where an Agent has been appointed by the Publisher under clause 7(a) above, the Fee(s) shall be paid to Cambridge less the Commission, which the Publisher shall pay directly to the Agent. For the avoidance of doubt, the Fees set out in paragraph S of Schedule I are inclusive of the Agent's Commission which the Agent may deduct from the Fees paid out by the Publisher prior to remitting such payment to Cambridge.
- (c) The distribution of a reasonable number of free copies for review and other publicity purposes shall be at the discretion of the Publisher and no royalties shall be payable on such copies.
- (d) If applicable, in addition to the payments specified in clause 8(a) above, the Publisher shall pay to Cambridge the E- files Fee for the provision of E-files as detailed in paragraph 6 of Schedule I before any E-files are delivered to the Publisher.

#### **9. PERMISSIONS FOR THIRD-PARTY MATERIAL**

- (a) Where the Work includes materials such as extracts, papers or illustrations, reproduced with the permission of third parties ('Third-Party Materials'), it is the sole responsibility of the Publisher to obtain permission from the rights owners and shall pay them direct any permission and/or reproduction fees they may require for the use of the said Third-Party Materials in the Translation.

#### **10. NOTIFICATION OF PUBLICATION AND COMPLIMENTARY COPIES**

- (a) The Publisher shall notify Cambridge of the publication of the Translation (whether in print or electronic form) within 30 (thirty) days of publication, and shall include in this notification the following details:
  - (i) Exact date of publication (day/month/year);
  - (ii) Print run (for the print edition);
  - (iii) Published price.
- (b) Along with such notification the Publisher shall send to Cambridge, at the address given at the head of this contract and marked for the attention of the Rights Sales Department, Academie Division the number of complimentary copies specified in Schedule I.
- (c) Where applicable, the Publisher shall also provide Cambridge with free access to any electronic edition of the Translation published via the Publisher's eBook platform or via the eBook platform of any eBook Distributor appointed by the Publisher under clause I(b) of this Schedule I.

#### **11. SUBSIDIARY RIGHTS**

- (a) The Publisher shall have the right to license the following rights in the Translation during the Term and within the Sales Territory:
  - (i) serial and extract;
  - (ii) anthology and quotation.
- (b) The Publisher's right to license as specified in II(a) above shall be exercisable by the Publisher only during such time as the Translation remains in print pursuant to the terms of this Agreement.

#### **12. ACCOUNTING**

- (a) All sums payable to Cambridge under this Agreement shall be paid by the Publisher in the currency specified on the accompanying invoice without any deduction in respect of exchange charges or

commission save as provided for under clause 12(c) below. Should the Publisher be obliged by law to deduct tax from the said payments they shall inform Cambridge in advance and provide a declaration with the relevant statement of account showing the amount deducted. Should the Publisher require any documentation from Cambridge for the purposes of this clause 12(a), it shall request it promptly and in advance of the first statement of account in order not to delay payment.

(b) The Publisher shall deliver to Cambridge by 31 March of each year a statement of account which shall include :

- (i) the published price of any print edition of the Translation;
- (ii) the number of print copies sold during the preceding year up to 31 December;
- (iii) the number of print copies remaining unsold at the date of accounting;
- (iv) the published price of any electronic edition of the Translation (if applicable);
- (v) the number of copies of any electronic editions sold during the preceding year up to 31 December (if applicable);
- (vi) the amounts and sources of any subsidiary rights income;
- (vii) the total balance due to Cambridge;
- (viii) any other particulars Cambridge may reasonably require;

and shall at the time of the delivery of the said statement pay any Fees due. All payments shall be made to Cambridge without any deduction for exchange charges, taxation or otherwise (except as provided under clause 12(a) and 12(c) herein).

(c) For the purposes of payment between Cambridge and the Publisher, where an Agent has been appointed by the Publisher under clause 7(a) above, the Publisher shall remit to Cambridge via the Agent all Fees owing to Cambridge under this Agreement so that all such payments are received by Cambridge by the payment due date.

(d) The Publisher shall keep separate and detailed records of the Translation produced to enable Cambridge to check the accuracy of the statement of account due from the Publisher under this clause 12. After giving written notice of ten (10) business days, Cambridge, or any other person authorised by Cambridge, may inspect such records, premises and/or servers during normal business hours, and take away copies to verify the information provided by the Publisher. If such inspection or audit should reveal a shortfall between the actual and reported accounts under this Agreement, the Publisher shall immediately make up the shortfall and reimburse Cambridge in respect of any professional charges incurred for such audit or inspection. Such right of inspection of Cambridge shall remain in effect for a period of one (1) year after the termination of this Agreement.

### **13. NEW EDITIONS**

(a) This Agreement does not cover any subsequent and/or revised editions of the Work. However, the Publisher shall have a first option on the same language and territory rights as this Agreement, on terms to be mutually agreed and subject to a new agreement between the parties.

(b) In the event that the Publisher fails to confirm an acceptable offer within 3 (three) months of the option being communicated in writing by Cambridge, Cambridge shall at its discretion be free to license the rights to a third party, provided that the publication by any third party of a translation of a subsequent or revised edition shall not take place during the Term of this Agreement unless the Translation goes Out of Print.



#### **14. TERM AND TERMINATION**

- (a) This Agreement shall commence on the Effective Date and shall continue for the Term unless terminated earlier in accordance with law or clause 14(b) below. This Agreement shall terminate at the end of the Term unless renewed for a further period by the mutual agreement of the parties in writing.
- (b) Without limiting any other rights or remedies to which Cambridge may be entitled, including Cambridge's right of recovery of any sums due, this Agreement shall automatically become null and void and the licence and rights granted to the Publisher herein shall revert to Cambridge:
  - (i) if the Publisher fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 10 (ten) days after being notified in writing to make such payment; or
  - (ii) in the event that the Publisher fails to publish the Translation by the date specified in paragraph 1 of Schedule I, and the parties fail to reach agreement on a new publication date; or
  - (iii) in the event the Translation goes Out of Print and remains so for 12 (twelve) months; or
  - (iv) if the Publisher commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 30 (thirty) days of having received written notice from Cambridge to do so; or
  - (v) in the event of the Publisher being declared bankrupt; or
  - (vi) if the Publisher suspends, threatens to suspend, cease or threatens to cease to carry on all or a substantial part of its business.
- (c) On expiry or termination of this Agreement:
  - (i) all rights and authorisations granted by Cambridge to the Publisher under this Agreement shall automatically terminate and immediately revert to Cambridge; and
  - (ii) the Publisher shall immediately cease printing, publishing, selling and distributing the print and any electronic editions of the Translation; and
  - (iii) where applicable, the Publisher shall ensure any eBook Distributors appointed by the Publisher cease selling, distributing and making available the electronic editions of the Translation to End Users and destroy all electronic files of the Translation in their possession or subject to their control including from back-up systems; and
  - (iv) the Publisher shall destroy all E- files of the Work in the Publisher's possession or subject to its control including from back-up systems; and
  - (v) the Publisher shall either destroy or keep securely off-line, all electronic files of the Translation.

#### **15. WARRANTY**

- (a) Each party warrants to the other party that it has full power and authority to enter into this Agreement.

- (b) Cambridge warrants to the Publisher that to the best of Cambridge's knowledge and belief:
- (i) the Work does not contain any material that would be libellous under the laws of England; and
  - (ii) the Work to be reproduced in the Translation does not infringe any existing copyright (subject to the Publisher's obligation to obtain all necessary permissions from the relevant rights holders to reproduce within the Translation any Third-Party Materials).
- (c) The Publisher warrants to Cambridge that :
- (i) it shall make an accurate and faithful Translation of the Work; and
  - (ii) it shall maintain the highest editorial and production standards in relation to the Translation; and
  - (iii) it has obtained or will obtain all necessary permissions from the relevant rights holders to reproduce within the Translation the Third-Party Materials.

#### **16. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- (a) The Publisher shall not act or encourage any third party to act in a way that causes Cambridge's copyright and neighbouring and related rights, moral rights, trademarks, business names and domain names, goodwill, rights in designs, and all other intellectual property rights to be infringed .
- (b) The Publisher shall promptly notify Cambridge by email to [REDACTED] of any actual or suspected infringement of the Work that comes to its attention. The Publisher shall co-operate fully with Cambridge by taking all steps required by Cambridge (in its sole discretion) in connection with any such infringement of the Work. Cambridge shall be responsible for the cost of any legal proceedings it requires, and it is entitled to any damages, account of profits and/or awards of costs recovered. The Publisher shall use its best endeavours to assist Cambridge in any legal proceedings relating to any infringement of the Work.
- (c) If the Publisher or Cambridge considers that the copyright in the Translation has been or is likely to be infringed , they shall promptly notify the other party of any such infringement or claim, whereupon the parties may agree whether to take legal action with respect to any such infringement. The costs of that action shall be paid by the Publisher, unless otherwise mutually agreed by the parties at the time, and any sums that may be paid or awarded as a result of that action shall be shared equally between the parties.

#### **17. CONFIDENTIALITY**

- (a) The parties understand that in the course of performing their responsibilities under this Agreement, one party may from time to time disclose to the other information that is proprietary and/or confidential, including but not limited to the terms of this Agreement, market research information, marketing and editorial plans for the Translation and projected sales for the Translation. Each party agrees to maintain the confidentiality of all information it receives from the other that is not readily available from a public source and not to disclose such information in a way that could be prejudicial to the other party or the success of the Translation. This clause shall survive the termination of this Agreement.

**18. FREEDOM OF INFORMATION**

- (a) The Publisher acknowledges that Cambridge is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and agrees to assist and co-operate with Cambridge to enable Cambridge to comply with its FOIA requirements.
- (b) In responding to a request under FOIA, Cambridge shall be responsible for determining at its absolute discretion whether the information requested or any part of it is exempt from disclosure.
- (c) In no event shall the Publisher respond directly to a FOIA request on Cambridge's behalf without express written authority from Cambridge to do so.

**19. ASSIGNMENT**

- (a) The Publisher may not assign any of its rights or obligations under this Agreement nor issue the Translation under an imprint other than its own without the consent of Cambridge.

**20. NOTICES**

- (a) Any notice given under this Agreement shall be in writing and may be served by post or email. Each party's address for service shall be the address set out in this Agreement or such other address as specified by notice. A notice shall be deemed served 48 hours after it was posted, or, if it was served by email, at the time of sending if within normal business hours failing which the next business day, provided no error transmission is received. In respect of any notices sent to Cambridge hereunder, a courtesy copy of each notice shall be sent by email to [REDACTED]

**21. ENTIRE AGREEMENT**

- (a) This Agreement contains the entire and only agreement between the parties concerning its subject matter and supersedes any and all prior agreements, arrangements and understandings (whether written or oral) relating thereto. No addition to or modification of any provision of this Agreement shall be binding unless it is in writing and signed on behalf of the parties.

**22. BRIBERY AND CORRUPTION**

- (a) The Publisher understands that Cambridge acts in accordance with the UK Bribery Act 2010 and other applicable anti-bribery laws in the jurisdictions in which it operates ('the Acts').
- (b) The Publisher warrants that it shall:
  - (i) comply with all applicable laws relating to anti-bribery and corruption ;
  - (ii) ensure neither it, nor its employees, officers, or shareholders, or any of its subcontractors or their employees officers or shareholders, in the course of its performance of its obligations under this Agreement, make, offer or request any undue financial or other advantage in any activity, practice or conduct which would constitute an offence under the Acts; and
  - (iii) promptly report to Cambridge any request, demand or offer made for undue financial or other advantage by or to the Publisher or its employees or agents in connection with the performance of this Agreement.

**23. DATA PROTECTION**

- (a) The Publisher hereby consents to all processing of their data by Cambridge (in accordance with Cambridge's Privacy Policy as revised from time to time) in connection with the administration and publication of the Translation, including any transfer of data to Cambridge's offices throughout the world, including those outside the European Economic Area, in order for Cambridge to fulfil its obligations under this Agreement. This clause shall survive termination of this Agreement. Cambridge's Privacy Policy can be found at [http://\[REDACTED\]](http://[REDACTED])

**24. SEVERANCE**

- (a) If any provision of this Agreement is prohibited by law or adjudged by a court to be unlawful, void or unenforceable it shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances of, or the validity or enforcement of, this Agreement.

**25. THIRD PARTIES**

- (a) No one other than a party to this Agreement shall have any right to enforce any of its terms.

**26. FORCE MAJEURE**

- (a) Neither party shall be liable for any default or delay in performing its obligations under this Agreement if such failure is caused by natural disaster, accident, war, civil disorder, strike or any other cause beyond the party's reasonable control.

**27. DISPUTE RESOLUTION AND GOVERNING LAW**

- (a) This Agreement and any dispute or claim arising out of or in connection with it (including non- contractual disputes or claims) shall be interpreted in all respects in accordance with the laws of England and Wales.
- (b) If any dispute arises between the Publisher and Cambridge in connection with this Agreement, then the parties shall attempt in good faith to settle it, in the first instance , through negotiation. Failing such negotiation, each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim, arising out of or in connection with this Agreement (including non- contractual disputes or claims).