



Taylor & Francis Group, LLC

Reference Number: 006411

## FOREIGN LANGUAGE PUBLISHING AGREEMENT

AGREEMENT made this 1<sup>st</sup> day of **April 2020** between TAYLOR & FRANCIS GROUP, LLC., a Delaware limited liability company with its principal place of business at 605 Third Avenue, 21st Floor, New York, NY 10158, USA (hereinafter called the "Proprietor", which expression shall, where context admits, include the Proprietor's administrators and assigns or successors in business, as the case may be) and

**Zlatoust**  
**Kammennoostrovsky Prospekt, 24, Litera V, p. 1-N, St Petersburg 197101, Russia**

(hereinafter called the "Publisher", which expression shall, where the context admits, include any publishing imprint subsidiary to or associated with the Publisher and the Publisher's administrators and assigns or successors in business, as the case may be) of the other part.

WHEREAS, the parties hereto are both desirous of having published and publishing a translation of the work entitled

**Questionnaires in Second Language Learning 2<sup>nd</sup> edition (ISBN: 9780415998208)**  
which is authored/edited by **Zoltan Dornyei and Tatsuya Taguchi**  
(hereinafter called the "Work")

NOW, in consideration of the mutual promises and other valuable consideration set forth herein, the parties hereto agree as follows:

1. **Grant of Rights:** the Proprietor hereby grants to the Publisher the exclusive licence, subject to the terms hereof and subject further to any compulsory licence which may be granted pursuant to the laws of any nation, to:

- a) translate the Work into the **Russian** language (hereinafter called the "Translation") and
- b) print, publish and sell copies of the Translation throughout **the world** (hereinafter called the "Territory").

2. **Term:** Subject to paragraph 15 below, the term of the licence granted herein shall commence on the date this Agreement is fully executed and shall continue for a period of **5 (five)** years (hereinafter called the "Term"), except the Publisher shall continue to have the right for six (6) months thereafter to sell copies of the Translation existing in its inventory on the date of the expiration of the Term, subject to the provisions of this Agreement.

3. **The Translation:** (a) The Publisher shall prepare, print and publish the Translation, at its own expense. The Publisher agrees that the Translation shall:

- i) be complete and accurate, with only such modifications to the original text of the Work as are necessary to achieve a competent and idiomatic translation without changing the meaning or otherwise materially altering the original text of the Work, unless the Proprietor has given its prior written permission thereto;

- ii) include adequate indices and tables, if they are a part of the original text of the Work;

- iii) be generally comparable in quality and appearance to the Work and, unless otherwise agreed, shall be published in hard or soft cover volume form;

- iv) give due prominence to the name(s) of the author(s) of the Work on the title page, jacket and binding of every copy of the Translation printed and on all advertisements of the translation.

- b) If in the opinion of the Publisher and on the advice of their legal advisors the Work contains any passage that may be reasonably considered actionable at law in the territories granted to the Publisher under this Agreement, the Publisher shall have the right upon prior written notice to the Proprietor to modify or to remove such passage from the Translation.

c) The Publisher shall, unless prevented by circumstances outside their control, publish the Translation within **18 (eighteen)** months of this Agreement coming into effect. If the Publisher fails to issue the Translation within that period all rights granted by this Agreement may at the sole option of the Proprietor and on notice in writing from the Proprietor to the Publisher revert to the Proprietor and on such notice any advance payments provided for in paragraph 6 hereof (including any outstanding unpaid portions therefore) shall be forfeited, without prejudice to any claim which the Proprietor may have for monies due, for damages or otherwise.

d) The Publisher shall be responsible for obtaining wherever necessary, permission for the use in the Translation of copyright literary or artistic material from the Work. The Publisher shall also be responsible for paying any fees required for such permissions and for ensuring that appropriate acknowledgement is made in the translation. The Proprietor reserves the right not to supply the Publisher with duplicate production material for any illustrations contained in the Work until the Proprietor have received written confirmation from the Publisher that such permission has been obtained

e) The Publisher undertakes to confirm in writing to the Proprietor the print number and published price of each printing. The right to reproduce the artwork, typography or design of the Proprietor's jacket/cover is not included in this Agreement.

4. **Copyright:** (a) The Publisher shall promptly take all steps as may be necessary or appropriate to protect the copyright in the Translation throughout the Territory and to secure in the name of the Publisher the benefits of copyright protection in the Translation under all international copyright conventions and agreement that may be available in the Territory. The entire copyright in the Work shall be and remain in the Proprietor, subject only to the rights herein granted.

b) The Publisher shall print on the title page of the Translation or the reverse side thereof the English title, the acknowledgements and the copyright notice which appear in the Work, followed by "**All Rights Reserved**" and the following credit: "**Authorised translation from the English language edition published by Routledge, a member of the Taylor & Francis Group LLC**". This provision is an integral part of this Agreement, and the licence to publish granted by the Proprietor is conditional upon the printing of the correct copyright notice.

c) In the event the copyright in the Work or the Translation shall be infringed within the Territory, the Publisher shall take such steps as may be necessary to restrain such infringement, and in the event that the Publisher shall collect damages therefore, then the Publisher shall thereupon pay to the Proprietor one-half of all sums so collected after deduction of legal expenses and court fees paid by the Publisher in enjoining said infringement and effecting the collection of said sums. The Proprietor shall have the right and option to engage counsel of its own choosing and expense, to join with the Publisher in any action to restrain infringement, or to bring an action separately in the name of the Proprietor or the Publisher.

5. **Production:** (a) **The Publisher shall not use the logo or company name of the Proprietor on the cover of the Translation without the prior written consent of the Proprietor.**

b) On or before the date of first publication of the Translation, the Publisher shall forward to the Proprietor **3 (three) copies** of the Translation, free of charge, together with a statement, in the English language, showing the total number of copies printed. **3 (three) copies** of each subsequent edition and/or sublicensed edition of the Translation in volume form shall be sent to the Proprietor.

c) If the Publisher shall fail to comply with any of the requirements of sub-paragraph (b) above, this Agreement shall terminate automatically and all rights licensed hereunder shall revert to the Proprietor without further notice or procedure, and without prejudice to any monies already paid, due, or thereafter due to the Proprietor hereunder.

d) The Publisher shall promptly notify the Proprietor of any changes in the retail catalogue price.

6. **Advances:** (a) With respect to an initial printing of **500 (five hundred) copies** of the Translation to be sold at the proposed retail catalogue price equivalent to **€7 (seven euros)**, the Publisher shall pay to the Proprietor upon the full execution of this Agreement the sum of **€500 (five hundred euros)** which shall be a non-returnable advance recoupable from any and all royalties due to the Proprietor hereunder (hereinafter called the "Advance").

b) Prior to the ordering by the Publisher of any reprints of the Translation, the Publisher shall notify the Proprietor of the quantity of such proposed reprint and the proposed retail catalogue price for copies thereof. With respect to such reprint, the Proprietor may, at its sole discretion, require the Publisher to pay to the Proprietor such additional advance as the Proprietor may require within sixty (60) days from the date of the Proprietor's written notice to the Publisher advising the Publisher thereof.

7. **Royalties:** The Publisher shall pay in royalties to the Proprietor **8% (eight percent) to 1000 copies, 9% (nine percent) to 5000 copies and 10% (ten percent) thereafter** of the Publisher's retail catalogue price, of each and every copy of the Translation sold by the Publisher. Cheques for advances and royalties should be made payable to Taylor & Francis Group LLC.
8. **Statements and Payments of Royalties:** (a) The Publisher shall keep accurate books of account and records, and shall send to the Proprietor accurate statements of accounts in the English language, showing the title and author of the Translation, the date of the first and any subsequent printings, the total number of copies printed, the Publisher's retail catalogue price, the number of copies sold during the reporting period, the cumulative total of sales and the number of copies remaining on hand. The Publisher shall also provide the Proprietor with all other relevant information and documentation, which the Proprietor may reasonably require.
- b) The reporting periods shall be as follows: **annually as at 31st December.** Statements of accounts, containing all the information set forth in subparagraph (a) above, together with payment of royalties shown due thereon less advances actually paid to the Proprietor, shall be delivered by the Publisher to the Proprietor within sixty (60) days following the end of the reporting period to be accounted for.
- c) The Publisher shall withhold from amounts due to the Proprietor any sums required to be withheld by applicable tax laws, unless exempted by tax treaty with the United States of America or otherwise by applicable tax laws. Simultaneously with the Publisher's delivery of statements of account under sub-paragraph (b) above, the Publisher shall provide the Proprietor with official receipts issued by the applicable taxing authorities in order that the Proprietor may claim United States of America tax credit for such sums withheld.
- d) The Proprietor shall have the right on reasonable notice to examine the Publisher's relevant books and records in order to verify statements of accounts and payments of royalties.
9. **Permissions:** (a) The Publisher, at its own expense, shall obtain any permissions to use any material, whether text, photographs or illustrations, in the Translation which was included in the Work or on the jacket thereof, for which permission was obtained by the Proprietor from a copyright owner other than the author or the illustrator of the Work.
- b) All requests received by the Publisher from third parties for permission to use any material, whether text, photographs or illustrations, which was included in the Work or on the jacket thereof, should be directed to the Proprietor and any monies received by the Publisher for permissions granted to third parties thereof shall be paid to the Proprietor.
10. **E-files:** Upon the Publisher's request, the Proprietor will provide the Publisher with e-files in the Work, if available, for use solely in connection with the Translation, provided the Publisher pays for any retrieval costs incurred by the Proprietor in providing same to the Publisher.
11. **Advertisements:** No advertisements (other than advertisements for other publications of the Publisher) shall be included in any printing of the Translation.
12. **Printing:** If at any time after the date of the first publication of the Translation, the Translation goes out of print and the Publisher fails to reprint within six (6) months thereafter, or if the Publisher does not within ninety (90) days after the date of written notice from the Proprietor reissue the Translation, then all rights licensed hereunder shall automatically terminate and revert to the Proprietor without further notice or procedure and without prejudice to any monies already paid, due or thereafter due to the Proprietor hereunder. The Translation shall be deemed to be out of print if no statement of account has been received within sixty (60) days after its due date or if sales of the Translation during any reporting period are fewer than fifty (50) copies.
13. **Remainder:** The Publisher shall not remainder copies of the Translation at or below cost within a period of four (4) years from the date of first publication of the Translation. The Publisher, upon remaindering copies of the Translation, shall give written notice to the Proprietor.
14. **Reservation of Rights:** Unless otherwise herein stated, the rights hereby granted apply only to the edition of the work hereinabove referred to, and all other rights now existing or which hereafter come into existence and which are not specifically referred to in the Agreement are reserved by the Proprietor.
15. **Effectiveness of Agreement:** This Agreement, and the licence herein granted, shall not become effective unless and until a fully executed copy hereof is received by the Proprietor within sixty (60) days from date first set forth above.

16. **Notices:** All payments, statements, accounts, publications, documents or notices which one party is required to forward or deliver to the other hereunder shall be in writing and shall be sent by prepaid registered airmail and addressed to Taylor & Francis Group, 3 Park Square, Milton Park, Abingdon OX14 4RN, Oxfordshire United Kingdom, or to such other address as either party may from time to time designate in writing, and, furthermore, with respect to the Proprietor, shall be clearly marked on the front of the envelope or wrapper "Attention: Foreign Rights Manager".

17. **Indemnity:** The Publisher shall fully indemnify and hold harmless the Proprietor, and its assigns and licensees and the successors in title of each of them, from and against all actions, proceedings, costs, expenses (including legal expenses), claims, demands and damages which may be brought or made against or incurred by the Proprietor, or any of its assigns or licensees, or the successors in title of any of them, which arise from the preparation, printing, publication and sale of the Translation or from the exercise of any other rights granted herein.

18. **Termination:** This Agreement shall terminate automatically, and all rights licensed hereunder shall automatically revert to the Proprietor, without further notice or procedure and without prejudice to any monies already paid, due, or thereafter due to the Proprietor, if the Publisher:

a) becomes insolvent, bankrupt or otherwise unable to meet its obligations, whether by voluntary act or by action of any legal authority or creditor, or

b) breaches any provision of this Agreement, including a failure to deliver statements of accounts, royalty payments or advances when they are due and the Publisher fails to correct such breach within thirty (30) days from date of the Proprietor's written notice thereof to the Publisher, unless otherwise specifically provided herein.

19. **General Provisions:** a) The Publisher shall not assign, transfer, or in any way encumber this Agreement or the licence granted herein, or publish the Translation under any imprint other than its own, without prior written permission of the Proprietor.

b) This Agreement shall be binding upon and ensure to the benefit of the Proprietor's successors and assigns and to the Publisher's successor and permitted assigns.

c) No waiver of any breach hereof shall be deemed to be a waiver of any subsequent breach.

d) This Agreement constitutes the entire understanding of the parties hereto and may not be amended, changed, altered or otherwise modified except by an instrument in writing signed by both parties.

20. **Governing Law:** This Agreement shall be construed and interpreted under and in accordance with the laws of the state of New York. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration to take place in New York City and administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year appearing next to their respective names.

**Taylor & Francis Group, LLC**  
PROPRIETOR

By:  
AN AUTHORIZED OFFICER                      DATE

**Zlatoust**  
PUBLISHER

By:  
**General Director S.N. Golubev**                      DATE  
AN AUTHORISED OFFICER