

EDITOR AGREEMENT

Dear editor

On behalf of The Institution of Engineering and Technology (IET) (“we”, “us” or “our”), we are delighted that you have agreed to assume the role of editor for an original and previously unpublished literary work tentatively entitled Floating PV and Integration with Hydropower (the “**Work**”). This Agreement sets out our relationship with you in respect of the Work and consists of the Specification and Terms below.

If you accept the terms of this Agreement, please complete your details and sign as appropriate at the bottom of the Terms and return a copy of the full Agreement to us by email to [author_support@theiet.org with a copy being sent to the principal contact (details below)] or by post to Books Department, The IET, Michael Faraday House, Six Hills Way, Stevenage, Hertfordshire, SG1 2AY, UK.

This Agreement will take effect when it has been countersigned by us. We will then provide a copy of the fully signed Agreement to you for your records.

Please note: If your contribution to the Work is carried out in the course of your employment, then it is very likely that your employer will own any associated copyright. We advise that you confirm this point with your employer. If that is the case, your employer will need to sign this Agreement where indicated instead of you. If your employer signs instead of you, the interpretation provisions in clause 14 will apply.

Specification

Our details:	The Institution of Engineering and Technology (registered charity number 211014) whose registered office is Savoy Place, London WC2R 0BL, UK and whose office for notices relating to this Agreement is Michael Faraday House, Six Hills Way, Stevenage, Hertfordshire, SG1 2AY, UK
Our principal contact:	Christoph v. Friedeburg, Sr. Commissioning Editor, cvfriedeburg@theiet.org or author_support@theiet.org
Editor(s):	<p>Professor Dr. Sci. Ngo Dang Luu Chairman – Anh Minh Global Co., Ltd. Email: ngodangluu@anhminhglobal.com Phone: +84 967 093 973 Web: https://anhminhglobal.com.vn</p> <p>MSc. Vo Hoang Dat Affiliation: Vinh Son - Song Hinh Hydropower Joint Stock Company Position: Technical Expert Email: vohoangdat@vshpc.evn.com.vn Phone: +84 963 852 599 Web: https://vshpc.evn.com.vn</p> <p>Dr. Nguyễn Lan Anh, PhD Affiliation: Industrial University of Ho Chi Minh City Position: Lecturer – Faculty of Business Administration Web: https://iuh.edu.vn Email: nguyenlananh@iuh.edu.vn, lananh190383@gmail.com Phone: +84 916 545 949</p>
Title of the Work:	Floating PV and Integration with Hydropower
Nature of the Work:	This book will cover systematically the technology for FPV, the panels, mooring and soiling, converters, power electronics, floating structures and the design and

	modelling. In particular, it will cover the integration with hydropower and the grid, which is an important aspect for projects in Asia. It will address the challenges related to mooring, varying water level altitude, and soiling. The work will also cover economic, regulatory and policy aspects using Vietnam as example.
Extent:	Approximately 132000 words / 300 pages, based on 550 words per full-text page with a 20% allowance for figures
Style of references:	Vancouver: numbered sequentially (see <i>Guide for Authors</i>), unless otherwise agreed in advance with us.
Index:	To be prepared by us
Due Date 1:	Final outline and Contributor details by: November 1 2025
Due Date 2:	Completed typescript by: December 1 2026
Method and format of delivery:	You must deliver the complete final Work as one batch by email, FTP, or such other format agreed in advance with us, to contain: a) text in Word or LaTeX format (or such other format agreed in advance with us); b) illustrative figures in print-quality TIFF, EPS or JPEG format (or other format agreed in advance with us) delivered as one file per figure; c) a list of third party material used in the Work including the following details: description; source; copyright owner; credit/copyright line; and d) copies of all third-party permissions obtained.
Royalty:	The Royalty referred to in this Agreement will be calculated as set out below on the basis of our Net Receipts, where "Net Receipts" means sales and licence fee revenues received by us, less any discounts, taxes, commissions, bad debts, customer returns, allowances and credits, and excluding any charges charged separately to the customer for shipping or in respect of VAT. Sales: (a) From sales of the entire Work (or extracts of the Work) alone in any format, whether directly by us or indirectly by us through or with others: 10% of our Net Receipts. (b) From sales of the entire Work (or extracts of the Work) as part of a larger work or combined package for a single total price in any format, whether directly by us or indirectly by us or with others: such proportion of our Net Receipts as we consider reasonable on the basis of the relative quality, quantity or usage of the Work relative to the other elements sold alongside the Work. Licences: From sales of licences to third parties, including without limitation: rights to translate, publish and/or distribute the Work in a language other than English; subsidiary rights, including but not limited to distribution, rental, book club, reprint, serial, audio and video adaptation, anthology and condensation, derivative works, permission grants for quotations or short excerpt or photocopies, or rights for any other method now or hereafter known or devised for information storage, reproduction and retrieval; and any other right for which a royalty is not otherwise specifically provided under this Agreement: 10% of our Net Receipts.
Royalty Distribution:	Split in equal shares between the three Editors.
Free and discounted copies:	(a) You and any other Editors (where applicable) will receive the following free copies of the printed edition of the Work: 2 to Ngo Dang Luu, 2 to Vo Hoang Dat, 2 to Nguyễn Lan Anh. (b) You and any other Editors (where applicable) will be entitled to purchase from us for personal use only, copies of the printed edition of the Work at a discount of 33% from the published price and print versions of our other books at a discount of 25% from the published price. (c) Subject to our entering into an agreement with the relevant lead Contributor (as defined in clause 1.1 below) to this effect: i. the lead Contributor of each chapter will receive a free copy of the Work; and

	<p>ii. all Contributors will be entitled to purchase from us for personal use only, copies of the printed edition of the Work at a discount of 33% from the published price and print versions of our other books at a discount of 25% from the published price.</p>
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Terms

1. YOUR ROLE AS EDITOR

- 1.1. **Responsibilities:** As well as generally assuming editorial responsibility for the preparation and timely submission of the Work, you will in particular be responsible for:
 - a) commissioning contributions (the “**Contributions**”) to the Work from appropriately qualified third parties (the “**Contributors**”), subject to our approval and our agreeing terms with each Contributor;
 - b) providing contact details of all Contributors before Due Date 1 to enable us to separately contract with such Contributors before Due Date 2;
 - c) briefing each Contributor on the nature and length of their Contribution;
 - d) ensuring each Contributor delivers their Contribution in appropriate form in due time to enable you to meet the delivery schedule in clause 3.2 (*Delivery*);
 - e) checking and editing each Contribution, arranging for reviews of particular Contributions by appropriate external advisers (where appropriate), making or requesting Contributors to make such revisions as the we or you think are appropriate, and rejecting any Contributions we or you deem to be unsatisfactory;
 - f) if we require, writing an introduction, foreword, chapter(s) or other written material for inclusion in the Work (the “**Editorial Contribution to the Work**”); and
 - g) meeting the delivery schedule set out in clause 3.2 (*Delivery*).
- 1.2. **Commitments:** You shall not enter into any commitments with any potential Contributors in relation to the Work without our prior written approval and shall communicate to potential Contributors that any such commitments are subject to our entering into a formal written agreement with them.
- 1.3. **Other Editors:** Where more than one Editor is listed in the Specification, the provisions of clause 12 (*Other Editors*) will apply.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

- 2.1 **Assignment of Rights:** You agree that we shall own all copyright arising in connection with this Agreement (which, for the avoidance of doubt, is not intended to include the third party rights referred to in clause 3.3 below). You hereby assign by way of present and future assignment all your copyright in the Work to us (which, for the avoidance of doubt, includes all renewals, revivals and extensions of that copyright and all rights of any nature to which you are now or may in future be entitled under any law in any part of the world in and to the Work, any associated materials submitted by you for publication, and all revisions, adaptations and updates of the Work).
- 2.2 **Maintenance of Rights:** You hereby undertake to do all such acts and execute all such documents as may be necessary or appropriate to confirm or reaffirm the assignment in clause 2.1 in any part of the world.
- 2.3 **Government Employees:** If you are an employee of the UK, US or other national government at the time the Work is prepared and the Work is prepared as part of your official government duties, the Work may be subject to Crown, US Government or other country equivalent copyright protection. If that is the case, you must also provide a completed Crown, US Government or other country equivalent copyright form (as appropriate).
- 2.4 **Moral Rights:** The assignment in clause 2.1 is not intended to affect any moral right you may have to be identified as an author of the Editorial Contribution to the Work in accordance with the Copyright, Designs and Patents Act 1988.
- 2.5 **Our Contributions:** You acknowledge that any copyright or other intellectual property rights arising from our activities in preparing the Work for publication (including, without limitation, the development of supporting textual or illustrative material) shall be owned by us.

3. PREPARATION, DELIVERY AND ACCEPTANCE OF THE WORK

- 3.1. **Preparation and Submission:** You agree to prepare and submit the complete Work in electronic form in accordance with the Specification and our ‘Guide for Authors’ (a copy of which is available on request). Your submission should include all photographs, drawings, diagrams, tables and supplementary material, together with a complete list of all third-party material and copies of permissions obtained for the use of that material in accordance with clause 3.3. You agree that the Work will be technically competent, fit for publication and in a condition ready for us to use for the purposes of publication.
- 3.2. **Delivery:** You must deliver to us:
 - a) by Due Date 1, the final outline of the Work to consist of a list of chapters and, for each chapter, the title, anticipated extent and contact details of each Contributor; and

- b) by Due Date 2, the final Work and all associated materials listed in clause 3.1, in each case unless we have agreed in writing to extend the relevant deadline. Time is of the essence in respect of your obligations in this clause 3.2.
- 3.3. **Copyright Material from Other Sources:** If the Work contains extracts (including illustrations) from, or is based in whole or in part on other copyright works (including, without limitation, material from online sources), you must obtain from the owners of the respective copyrights written permission to reproduce those extracts in the Work in all territories and editions and in all media of expression and languages. You must also provide full credit to such works. Should you be unable to obtain any permission in the required form then we may, at our discretion, decide not to include the relevant material in the Work.
- 3.4. **Artwork:** Any figure you submit must be stored separately and not solely embedded within text files. We shall have the right to reject or require you to substitute or amend any figures on the grounds of their poor quality, excessive cost or otherwise as we reasonably consider necessary.
- 3.5. **Care of Material:** You must retain a duplicate copy of the complete typescript of the Work and all other material supplied to us for inclusion in the Work. We may dispose of the original typescript, illustrative materials and proofs following publication and will not be responsible for any loss or damage to any materials you provide to us.
- 3.6. **Acceptance:** We shall accept the Work provided you deliver the complete typescript, illustrative and/or additional matter, and third-party permissions by Due Date 2 in accordance with the Specification, provided that, in our opinion, the Work is of sufficient technical or literary merit to justify publication and is not likely to expose us to legal action, disrepute or ridicule.
- 3.7. **Amendments:** If the Work you submit in accordance with clause 3.2 above does not conform to the Specification, we will have the right as a condition of accepting the Work to require you make any amendments necessary to make it conform to the Specification. If you are unable or unwilling to make the necessary amendments and you are not able to arrange for them to be made on your behalf within a mutually agreed reasonable period of time, then we shall have the right to employ a competent person or persons to make the necessary amendments and to deduct the cost of doing so from any payment that may otherwise become due to you under this Agreement.
- 3.8. **Rejection:** We may at our absolute discretion decline to publish the Work and terminate this Agreement if you fail to deliver the complete Work and associated materials as required by clauses 3.1 and 3.2 above or if, in our opinion, the Work is not of sufficient technical or literary merit to justify publication or is likely to expose us to legal action, disrepute or ridicule.
4. **PRODUCTION AND PUBLICATION**
- 4.1. **Proofs and Alterations:** You agree to respond to any copyediting queries we may have within 14 days of our request. We will provide you with a set of proofs of the Work prior to publication, which you agree to read, check, correct as necessary and return to us within 21 days of us providing them to you (or to arrange for the relevant Contributor to do so). If the proofs are not returned to us within this 21 day period, we will consider the proofs (including any artwork) passed for press by you. We will bear the reasonable costs of any alterations required following your review of the proofs up to 10% of the original type-setting costs. Other than to the extent the relevant costs arise from printers' or artists' errors beyond your control, we reserve the right to deduct any costs of alterations exceeding 10% of the original type-setting costs from any Royalty payments.
- 4.2. **Control of Production and Publication:** You agree that we will have complete control of the production, publication, promotion, pricing, reprinting, rent and sale of all versions of the Work in all formats and territories (including, without limitation, the design, format, appearance, print run, manner and extent of advertising and number and distribution of free copies). You acknowledge that we may make any arrangements we deem appropriate with respect to the Work and the exercise of the rights granted to us under this Agreement.
- 4.3. **Publisher Changes:** We may at our discretion make changes to the Work to improve its marketability and to fully exploit the rights in and to the Work in all media, including amending the title. If we decide to do so, our decision will be final.
- 4.4. **Editor's Name:** We will include your name with due prominence on the cover, jacket (if any) and title page of every print copy of the Work, in any electronic version of the Work we publish, and as appropriate in any publicity material relating to the Work. We will impose a similar obligation on any other publishers of licensed copies of the Work. You hereby grant us the irrevocable right to use your name, likeness and biographical data on any edition of the Work or any derivative work, and in advertising, publicity or promotion relating to the Work, together with a right to sublicense this right to third parties to promote the Work in any form.

- 4.5. **Conflicting Publication:** You agree that you shall not without our prior consent during the term of this Agreement, edit, write or publish any other book, work or publication that may reasonably be regarded as likely to directly compete with or have a detrimental effect on the sales of the Work. This clause 4.5 is not intended to restrict you from using material written or compiled by you for the purposes of the Work in promoting the Work or for non-commercial professional purposes, provided appropriate acknowledgements are made of the Work and our role as publisher. However nothing in this Agreement is intended to permit dual publication in violation of journal ethical practices.

5. **REVISION OF THE WORK**

- 5.1. **Revision by You:** As and when we require, you agree to arrange for the revision and editing of the Work and the supply of updated editions of the Work by a mutually agreed date. Each new edition of the Work will be subject to a further agreement between you and us.
- 5.2. **Revision by Others:** If you are unable or unwilling or if we otherwise choose to do so, we may arrange for an alternative competent person to prepare new editions of the Work. Where we do this, you agree that:
- a) we may still use your name in relation to that new edition and any subsequent editions, provided we make it clear who has prepared each new edition;
 - b) we may give priority to the names of those who prepared each new edition as we deem appropriate;
 - c) for the first new edition not prepared by you, we may apportion any royalties payable for that edition as we deem appropriate to your contribution relative to the contributions of those who prepared the new edition; and
 - d) for the second and subsequent new editions not prepared by you, you will not be entitled to any royalties unless otherwise agreed by us in writing.

6. **ROYALTY**

- 6.1. **Rates:** In consideration for the assignment made in clause 2.1 (*Assignment of Rights*), we shall pay the Royalty to you in accordance with the Royalty Distribution set out in the Specification and the terms of this Agreement.
- 6.2. **Exemptions from Royalty:** No Royalty will be payable in respect of: any free copies of the Work provided to you or any other Editors (where applicable); any copies provided to you, any other Editors (where applicable), the press or any other third party for review, advertising, sample or similar purposes that may benefit overall sales of the Work; any copies of the Work destroyed by fire, water, in transit or otherwise; the sale of any remainder copies of the Work at a price at or below the cost of production; fees received by us in respect of the use of illustrative material prepared by us or at our request (including in relation to any plates, negatives, type, tape or any other of our property); any grant of rights by us at no charge for transcription into Braille, large type publication or otherwise for use by persons with disabilities; copies donated to charities; or any revenues earned abroad, where any foreign government blocks the conversion or transmittal of such monies, until such revenues can be transmitted.
- 6.3. **Promotional Use:** You agree that we may reproduce any part of the Work in any media (including websites and paid-for media) for the purposes of promoting the Work (or ourselves as its publisher) and that no royalties will be due for this.
- 6.4. **Royalty Disputes:** If for any reason there is a dispute between you and us in relation to royalties, you agree that this will not affect our right to continue exploiting the rights you have granted to us under this Agreement while the dispute is being resolved.

7. **ACCOUNTING**

- 7.1. **Payment:** We will make up accounts for the sale of the Work each year up to 31 December and will provide a Royalty statement to you setting out the Royalty due to you in respect of that year. Subject to you providing us with an invoice for the relevant sum with up-to-date payment details, we will pay the Royalty for sales for the preceding year as soon as reasonably practicable after the following 6 April. If the Royalty accruing in a particular year is less than £50, we may at our discretion carry that amount forward to the following year.
- 7.2. **Withholding Taxes:** In certain circumstances we may be under a statutory obligation to deduct sums in respect of taxes, duties, or other similar levies from amounts due under this Agreement (collectively, referred to as "withholding taxes"). You agree that we may make such deductions in respect of withholding taxes where we reasonably believe we are required to do so. You will be responsible for obtaining all certificates and permissions for relief from such withholding taxes

that may be available to you. You agree that we may withhold amounts in respect of such withholding taxes where we reasonably believe we are required to do so by law unless and until you (or the relevant tax authority, where applicable) provide us with evidence that demonstrates to our reasonable satisfaction that you are entitled to receive payments free of, or at a reduced rate of, such withholding taxes.

- 7.3. **Set off:** You agree that we may set off any sums we owe you under this Agreement against any amount you owe to us (whether under this Agreement or otherwise).
- 7.4. **Bank Charges:** Each of you and us will be responsible for our own bank charges.

8. **WARRANTIES AND INDEMNITY**

- 8.1. **Warranties:** You warrant that as at the date of this Agreement and the date you submit any version of the Work:
- a) you are entitled to enter into and perform this Agreement;
 - b) subject to the assignment in clause 2.1 (*Assignment of Rights*), you are the sole holder of all legal and beneficial rights in and to the Editorial Contribution to the Work with the exception of any rights held by any other Editor (where applicable) or any third party rights you have obtained permission to use in accordance with clause 3.3 (*Copyright Material from Other Sources*);
 - c) the Editorial Contribution to the Work is an original work and has not been published or distributed or contracted for publication or distribution in volume form anywhere in the world;
 - d) the Editorial Contribution to the Work qualifies for copyright protection under the Copyright, Designs and Patents Act 1988;
 - e) the creation of the Editorial Contribution to the Work and its publication or other exploitation will in no way violate any existing law or agreement or infringe any duty of confidence or to respect the privacy or other right of any other person;
 - f) the Editorial Contribution to the Work is not the subject of any complaint, claim or legal action (whether or not this might amount to a breach of any of the above warranties and whether or not well-founded or resolved);
 - g) the Editorial Contribution to the Work contains nothing obscene, indecent, libellous or contrary to law; and
 - h) any scientific knowledge or statements contained in the Editorial Contribution to the Work are, to the best of your knowledge, true, accurate and based on generally accepted professional research practices.
- 8.2. **Indemnity:** You undertake to indemnify us against any claims, losses, damages or costs (including without limitation any legal costs properly incurred) we suffer or incur as a result of any breach of the warranties in clause 8.1 above or any claim that amounts to a claim that the Editorial Contribution to the Work breaches such warranties. The warranties and this indemnity will survive the termination or expiry of this Agreement.
- 8.3. **Alterations:** If at any time we consider or are advised that any aspect of the Work may be unlawful, we may require you to alter the Work as necessary to reasonably satisfy us that the Work is no longer unlawful. If you are unable or unwilling to do so, or if such alterations would mean the Work no longer complies with the Specification, we may at our option terminate this Agreement and require you to repay any sums we have previously paid to you under this Agreement.

9. **COPYRIGHT INFRINGEMENT**

- 9.1. You shall promptly notify us if you become aware that copyright in the Work has been, or is likely to be infringed (an 'Infringement') and we may take action against the Infringement. If required, you shall provide reasonable assistance to us in connection with any action against Infringement.

10. **DEATH OF THE EDITOR**

- 10.1. **Editor's Death before Publication:** In the event of your death before the Work is published, you agree that we may terminate this Agreement and you acknowledge that in such circumstances your heirs will not be entitled to any payments from us and that any payments we have made to you "on account" will need to be returned to us at our request. If however we elect to have the Work completed by a third party, we may at our discretion apportion any entitlement to Royalty payments between your heirs and any third party as we believe at our discretion is fair and reasonable based on the amount of effort required to complete the Work. You agree that if we elect to have the Work completed by a third party, we may use for that purpose any content or materials you had previously provided to us in relation to the Work.

- 10.2. **Editor's Death after Publication:** In the event of your death after the Work is published and while this Agreement is still in force, you agree that:
- a) this Agreement shall remain in effect as varied by this clause 10.2;
 - b) we shall not be obliged to make any further payments to you (i.e. to your estate) under this Agreement; and
 - c) we shall continue to have the right to use (and to sub-license our right to use) your name on any editions, versions or publications of the whole or any part of the Work in accordance with this Agreement whether published before or after the date of your death.

11. **TERMINATION**

- 11.1. **Termination by Us:** We may terminate this Agreement immediately by notice in writing:
- a) in accordance with clause 3.8 (*Rejection*), clause 8.3 (*Alterations*), clause 10.1 (*Editor's Death before Publication*) or clause 12.1 (*Other Editors*);
 - b) if any warranty given by you in clause 8.1 (*Warranties*) is found to be untrue or misleading;
 - c) if in our reasonable opinion the publication of the Work may result in legal liability unacceptable to us;
 - d) in the event of adverse changes in market conditions, such as new technologies rendering the Work obsolete; or
 - e) if you lose a relevant professional licence as a result of disciplinary proceedings or acts in such a way as to cause or threaten to cause damage to our reputation.
- 11.2. **Termination by You:** You may terminate this Agreement:
- a) on 12 months' written notice if the Work becomes unavailable (i.e. where neither the Work nor any portion of the Work in any format is available in exchange for payment and no licence granted by us in relation to the publication of the Work or any part of the Work in any format is still in force). In such circumstances, you and any other Editors (where applicable) will be entitled to purchase any remaining inventory of the Work in our possession at the cost of manufacture plus shipping;
 - b) immediately on written notice if we go into liquidation or have an administrative receiver appointed over our property; or
 - c) immediately on written notice if we commit a material breach of this Agreement that we fail to remedy within 90 days of you notifying us of the breach.
- 11.3. **Termination before Publication:** If this Agreement is terminated before the publication of the Work, you shall immediately repay any payments we have made to you under this Agreement and/or in respect of the Work. Once we have been repaid in full, we shall at your request reassign to you the rights assigned to us in clause 2.1 (*Assignment of Rights*).
- 11.4. **Termination after Publication:** If this Agreement is terminated after the publication of the Work, such termination will not affect our ownership of any rights assigned to us in clause 2.1 (*Assignment of Rights*) and we shall continue to make Royalty payments to you in accordance with the terms of this Agreement, provided that no further Royalty shall be payable:
- a) to you if you act in such a way as might be reasonably considered likely to cause significant damage to our reputation; or
 - b) if any warranty you gave under this Agreement can reasonably be shown to have been materially incorrect.

12. **OTHER EDITORS**

- 12.1. Where more than one Editor is listed in the Specification:
- a) you agree that you will work with the other Editors to meet your obligations under this Agreement;
 - b) you acknowledge that even where you have delegated particular tasks to other Editors you will remain individually responsible for ensuring your obligations under this Agreement are met;
 - c) in the event of any disagreement between you and any other Editor that in our opinion has the potential to cause any deadline in this Agreement to be missed or to otherwise interfere with the timely publication of the Work, we will have the right to determine how that disagreement should be resolved and our determination will be final; and
 - d) we shall have the right at our discretion to terminate this Agreement:
 - i. if any other Editor fails to enter into an agreement with us in relation to their role in the preparation of the Work within a reasonable period following the date of this Agreement; or
 - ii. if any such agreement with any other Editor is terminated.

13. **GENERAL**

- 13.1. **Data Protection:** If for any reason you come into contact with any personal data when carrying out your obligations under this Agreement, you agree to process and otherwise use that personal data only in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679.
- 13.2. **Confidentiality:** During your relationship with us you may have access to or otherwise obtain confidential information relating to us. If that happens, you agree that you will only use that confidential information to carry out your obligations under this Agreement and that you will not disclose it to any third parties unless strictly necessary for that purpose (in which case you must ensure they comply with this clause 13.2) or you are required to do so by law.
- 13.3. **Entire agreement:** This Agreement sets out your entire agreement with us relating to the Work and supersedes any previous agreements or discussions we (or our representatives) may have had with you. In the absence of fraud, neither you nor we will have any remedies based on any statement, representation, assurance or warranty unless it is set out in this Agreement.
- 13.4. **Changes to this Agreement:** The terms of this Agreement can only be varied by a written document signed by both you and us.
- 13.5. **Waivers:** No delay by you or us to enforce a particular right under this Agreement will prevent the later enforcement of that right. If you or we do agree not to enforce a particular right, it will not affect the enforceability of any other right.
- 13.6. **Uncontrollable events:** If you are delayed in performing an obligation under this Agreement by events beyond your and (where applicable) any other Editor's reasonable control, we will give you a reasonable extension to perform that obligation. You agree to do likewise where we are affected by events beyond our reasonable control.
- 13.7. **No Partnership or Agency:** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, make you our agent, or authorise you to make or enter into any commitments for us or on our behalf.
- 13.8. **Assignment:** You may not assign any rights or obligations under this Agreement without our express written consent.
- 13.9. **Third Party Rights:** Neither you nor we intend any term of this Agreement to be enforceable by any third parties.
- 13.10. **Notices:** Any notices required under this Agreement must be given in writing and delivered personally, or sent by email, pre-paid first-class or registered post (only if sent and received in the UK) or commercial courier to the relevant address in this document or otherwise notified from time to time. Notices to us by email must be sent to both our principal contact at the email address set out in the Specification and to legalandcontracts@theiet.org. Any notice shall be deemed received:
- a) if delivered personally, when left at the relevant address;
 - b) if sent by pre-paid first-class post, at 9.00 am on the second business day after posting;
 - c) if sent by registered post or commercial courier, at the time the delivery receipt is signed; or
 - d) if sent by email, on confirmation of receipt from the addressee.
- This clause 13.10 shall not apply to the service of proceedings or other documents in any legal action.
- 13.11. **Dispute Resolution:** You and we agree to enter into mediation in good faith to settle any dispute that arises in relation to this Agreement in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed, the mediator will be nominated by CEDR.
- 13.12. **Law:** This Agreement and any related dispute or claim will be governed by English law and under the exclusive jurisdiction of the English courts.

14. **INTERPRETATION WHEN SIGNED BY YOUR EMPLOYER**

- 14.1. Where this Agreement is signed by an Editor's employer (the "**Employer**"), the terms "you" and "your" shall be interpreted as "the Employer" and "the Employer's" respectively, save that:
- a) where the Agreement requires a particular action to be carried out by that Editor as an individual, that requirement shall be interpreted as a requirement for the Employer to procure that that Editor carries out that action; and
 - b) clause 4.4 (*Editor's Name*) shall be interpreted as the Employer granting and confirming that it has that Editor's permission to grant us the right to use that Editor's name, likeness and biographical data on any edition of the Work or any derivative work, and in advertising, publicity or promotion.

IF SIGNED BY EDITOR PERSONALLY:

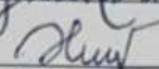
<u>Signed by:</u>	
Full legal name	
Home or work address	
Email address for notices	
Signature	
Date	

IF SIGNED BY EDITOR'S EMPLOYER:

Full name of Editor	
<u>Signed for and on behalf of:</u>	
Full name of employer	
Registered address	
Company number (if applicable)	
Email address for notices	
Signature	
Signatory name	
Signatory position	
Date	

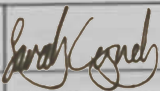
<u>Signed for and on behalf of the IET:</u>	
Signature	
Name	<u>Sarah Lynch</u>
Position	<u>Publisher – Academic Books</u>
Date	

IF SIGNED BY AUTHOR PERSONALLY:

Signed by:	
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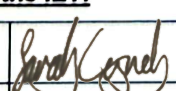
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