

PUBLISHING AGREEMENT
SPRINGER SCIENCE+BUSINESS MEDIA, LLC
233 Spring Street, New York, NY 10013-1578

AGREEMENT made this 11th day of May 2007 between Springer Science+Business Media, LLC (hereinafter called the “Publisher”) and

Ching-Li Chai
Department of Mathematics
University of Pennsylvania
209 South 33rd Street
Philadelphia, PA 19104-6395

Amnon Neeman
Centre for Mathematics and Its Applications
The Australian National University
Canberra, ACT 0200
Australia

Takahiro Shiota
Department of Mathematics
Kyoto University
Kitashirakawa-Oiwake-cho
606-8502 Kyoto
Japan

(hereinafter called the “Editor”).

1. Agreement to Publish

The Editor agrees to prepare for publication by the Publisher, and the Publisher agrees to publish, a work provisionally entitled:

Selected Papers, Volume II: David Mumford

(hereinafter called the “Work”) subject to the terms and conditions specified in this Agreement.

When the Editor is more than one person, the word “Editor” as used in this Agreement will apply collectively unless otherwise indicated. Each coeditor will be bound by all provisions of this Agreement, and unless otherwise specified, all coeditors will share equally in all benefits and all obligations of this Agreement.

2. Editor’s Functions

The Editor will arrange with suitable individuals or entities for preparation of contributions for the Work (hereinafter called the “Contributors”). Each Contributor will enter into an agreement with the Publisher confirming that all rights in and to the Contributor’s contribution will belong to the Publisher, either as a work made for hire or by an assignment of rights, and otherwise incorporating all provisions required by the Publisher for such agreement.

The Editor will perform the editorial work necessary to make the contributions suitable for inclusion in the Work, including, but not limited to, review of the scientific or scholarly validity of the materials contained in each contribution and preparation of any additional materials for the Work as may be required.

3. Rights Granted

- a) The Editor's Contribution (hereinafter called the "Editor's Contribution") comprises all materials created by the Editor for or in connection with the Work as well as the compilation, editing, or revision of materials supplied by any Contributor.
- b) The Editor and the Publisher agree that the Editor's Contribution has been specifically commissioned by the Publisher and constitutes a "work made for hire" under the Copyright Law of the United States and that all rights in and to the Editor's Contribution, including the copyright therein in the United States and throughout the World, will belong to the Publisher.
- c) The Editor reserves no rights in or to any material created or supplied by the Contributors or in connection with the exploitation thereof other than the right to receive royalties specifically set forth herein.
- d) The Publisher will have the sole and exclusive right to publish and distribute the Work and to prepare, publish and distribute derivative works based thereon in English and in all other languages, throughout the World, in all forms and media of expression now known or developed in the future, and to license or permit others to do so.

The Publisher will register the Work in the Copyright Office of the United States in its own name in compliance with the U.S. copyright law and the Universal Copyright Convention.

4. Material Preparation and Delivery

- a) The Editor agrees to deliver to the Publisher no later than 1 December 2007 two copies of the manuscript of the Work as described below, all of which will be acceptable to the Publisher in content and form. If the Editor anticipates being unable to make timely delivery of the Work, the Editor will so inform the Publisher in writing, and the Publisher may then agree to another date or may terminate this Agreement, as described below.
- b) The manuscript will comprise the Editor's Contributions as well as all the Contributors' contributions, and will consist of:
 - i) approximately 800 pages of text, tabular matter and bibliography suitable for use as printer's copy.
 - ii) approximately 0 black-and-white photographs, line drawings and diagrams suitable for direct reproduction.
 - iii) any necessary electronic files or materials, diskettes, CD-ROM masters, or audio/video masters.
- c) The manuscript will be delivered in an electronic format acceptable to the Publisher, such as T_EX or an equivalent program.
- d) If the Editor's Contribution contains any material protected by the copyright of others, the Editor will deliver to the Publisher with the manuscript written permission from the copyright owner to utilize such material in the Work. The Editor will be responsible for any costs that may be associated with obtaining such permission.
- e) If the Work contains any material protected by the copyright of others, the Editor will deliver to the Publisher with the manuscript written permission from the copyright owner to utilize such material in the Work. The Editor will be responsible for any costs that may be associated with obtaining such permission.
- f) If the Editor fails to deliver any of the above-mentioned material ready for production by the date specified above (unless extended), or if the material, as delivered, is not acceptable in content and in form to the Publisher, then the Publisher may at any time thereafter and at its option terminate this Agreement by notice in writing and mailed to the Editor's last known address.

5. Production of the Work

The Publisher will publish the Work at its sole expense within a reasonable time after delivery of an acceptable manuscript and other required materials as outlined in Clause 4 of this Agreement. The manner and style of publication of the Work, including its price, format, manner of presentation and all other aspects of publishing, exercising or licensing to others the right to publish editions or versions of the Work and all subsidiary rights in the Work, will be determined by the Publisher. Printing plates, films, negatives, and any illustrative material commissioned by the Publisher will be the exclusive property of the Publisher.

The Editor will proofread the galleys and page proofs and check the illustration proofs for accuracy. Alterations or additions (other than corrections of errors caused by the Publisher, the typesetters or the printers) may be made only with the permission of the Publisher. The cost of any such alterations or additions which exceed 10% of the cost of composition may be charged against the Editor's royalty account.

Unless otherwise specified in this Agreement, the Editor will deliver to the Publisher a manuscript for the index within two months following the receipt of page proofs. The Editor will prepare the index.

6. Royalty

The Publisher and the Editor agree that no royalties are to be paid.

7. Intra-Corporate Transactions

The Publisher will have the right to license any of the subsidiary rights enumerated in Clause 3 of this Agreement (including, but not limited to, translation or reprint licenses) to any of its subsidiaries, affiliates or divisions provided that the terms thereof are negotiated as a good faith transaction.

8. Editor's Discount

The Editor will be given free of charge 15 copies in total of the published Work and may purchase additional copies of the Work or other books published by the Publisher, but not for resale, at a discount of 33% from the list price.

9. Warranty

The Editor warrants and represents that: the Editor is the creator and sole proprietor of Editor's Contribution; the Editor has not granted or assigned any rights in the Editor's Contribution to any other person or entity; the Editor's Contribution is original to the Editor and has not been published in whole or in substantial part by any other source; and the Editor has complied with Paragraph 4d) of this Agreement. The Editor further warrants that to the best of the Editor's knowledge: the Editor's Contribution does not infringe upon any copyright, trademark, or patent; it does not invade the right of privacy or publicity of any person or entity; it does not contain any libelous matter; all statements that are asserted as facts are true or based upon reasonable research for accuracy; and no formula, procedure or prescription contained in the Editor's Contribution would cause injury if used or followed in accordance with the instructions or warnings contained in the Editor's Contribution. The Editor will indemnify the Publisher against any costs, expenses, or damages including reasonable attorney's fees, that the Publisher may incur or for which the Publisher may become liable as a result of a breach of these warranties. These representations and warranties will survive the termination of this Agreement and may be extended to third parties by the Publisher.

10. Competing Works

The Editor will not during the continuance of this Agreement publish any other work that is, in the reasonable judgment of the Publisher, comparable to the Work in subject matter and scope which

would substantially and adversely affect the sale of the Work. The Editor may, however, after publication of the Work, draw on and refer to material contained in the Editor's Contribution in preparing articles for publication in scholarly and professional journals and papers for delivery at professional meetings. The Editor will appropriately credit the Publisher and the Work in any such use.

11. Assignment

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

12. Termination

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

13. Governing Law

Regardless of the place of its physical execution, this Agreement is being made under, and will be governed by, the laws of the State of New York without regard to its principles of conflict of law.

14. Entire Agreement

This Agreement constitutes the whole understanding between the Editor and the Publisher and no waiver or modification of this Agreement will be valid unless in writing and signed/initialed by both parties.



Editor: Ching-Li Chai



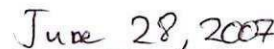
Date



Editor's Citizenship


Social Security Number

Editor: Amnon Neeman



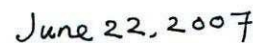
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Editor's Citizenship


Social Security Number

Editor: Takahiro Shiota

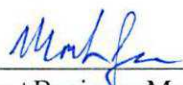


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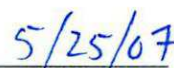


Editor's Citizenship


Social Security Number



Springer Science+Business Media, LLC: Mark Spencer, Editor



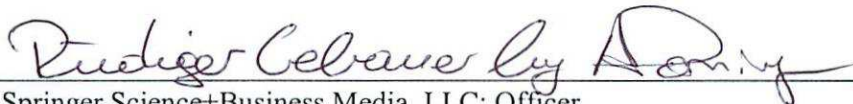
Date



Springer Science+Business Media, LLC: Ann Kostant, Editorial Director



Date



Springer Science+Business Media, LLC: Officer



Date

AMENDMENT TO A PUBLISHING AGREEMENT**SPRINGER SCIENCE+BUSINESS MEDIA, LLC****233 Spring Street, New York, NY 10013**

The publishing agreement made on **May 11, 2007** (hereinafter called the “Agreement”) between Springer Science+Business Media, LLC, as successor to **Springer Science and Business Media**(the “Publisher”) and

Ching-Li Chai, Amnon Neeman and Takahiro Shiota (the “Editor”) for a Work provisionally entitled:

Selected Papers, Volume II: David Mumford is hereby and as of this **February 22, 2010** amended as follows:

Right Granted

Clause 3e):

Publisher shall revert the copyright of the Work on January 1, 2025 provided any of the three Editors has submitted written request for such reversion. Until December 31 2024 the Publisher shall retain the right to publish copies of the Work. The Publisher shall have the sole right to publish, distribute and sell the Work until December 31 2024.

Editor's Discount

Clause 8a): The three Editors and Professor David Mumford will be given free of charge 20 copies in total of the published Work and may purchase additional copies of the Work or other books published by Springer, but not for resale, at a discount of 33% from the list price.

Clause 8b): The three Editors and Professor David Mumford will be given free of charge the final PDF file used for the production of book. These PDF files are for their personal archives until the rights have been returned to them, at which point they may be made public.

Termination

Clause 12):

This Agreement shall be terminated on January 1, 2025 providing any of the three Editors has submitted a written request for a reversion of the copyright. Licenses in effect at that time shall be completely concluded.

Entire Agreement

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

Ching Li Chai

Editor: **Ching Li-Chai**

U.S.A.

Editor's Citizenship

Amnon Neeman

Editor: **Amnon Neeman**

Australia

Editor's Citizenship

Takahiro Shiota

Editor: **Takahiro Shiota**

JAPAN

Editor's Citizenship

Achi Dosanjh

Springer Science+Business Media, LLC: **Achi Dosanjh, Senior Editor**

Hans Koelsch

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

Offices

Springer Science+Business Media, LLC.: **Offices**

[REDACTED]
Social Security Number
/ Federal Identification
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3/31/2010

Date

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/ Federal Identification
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4/6/2010

Date

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Social Security Number
/ Federal Identification
Number

4/12/2010

Date

3/8/2010

Date

3/22/2010

Date

24 March '10

Date