

IAPC International Translation and Publication Agreement

1. PARTIES

This contract is entered between Montclair State University Institute for the Advancement of Philosophy for Children (hereafter referred to as “IAPC”) located at 2197 University Hall, Montclair State University, Montclair, New Jersey, USA, www.montclair.edu/iapc, its officers, directors, successors and assigns, and Peydayesh Institute: Iranian Center of Advancement of Philosophy for Children and Youth (hereafter referred to as the Publishers) Located at 02 Jemeham Building, Bozorgmehr Str., Isfahan, Iran, (Postal code: 8158636313, <https://goo.gl/maps/xi6fTjoYSJH2>), www.rooyeshedigar.ir, their officers, directors, successors and assigns.

2. The terms and conditions of this agreement are applicable to the following works (Works):

1. Matthew Lipman: *Harry Stottlemeier’s Discovery*, 2nd Edition (1985)
2. Matthew Lipman & Ann Margaret Sharp: *Philosophical Inquiry* (1984)
3. Matthew Lipman: *Kio & Gus* (1982)
4. Matthew Lipman & Ann Margaret Sharp: *Wondering at the World* (1986)
5. Matthew Lipman: *Elfie*, 2nd Edition (2004)
6. Matthew Lipman & Ann Margaret Sharp: *Getting Our Thoughts Together*, 2nd Ed. (2004)

Nothing in this agreement is applicable to any other Work published by IAPC in the past, currently or in the future, nor does it apply to other materials authored by any of the authors of the Works, or materials authored or produced by any person or organization affiliated with the IAPC.

3. WARRANTY

The IAPC warrants that each of the Works has been copyrighted in the United States of America in compliance with the Universal Copyright Convention, that it owns the sole legal copyright to each of the Works, and that the Works themselves contain no matter infringing on any other legal copyright.

4. TRANSLATION and ADAPTATION

- a. The IAPC hereby grants the Publishers permission to translate and to make minimal cultural adaptations to each of the Works into Persian, with the

understanding that such adaptations will neither materially alter the plot, characterization or philosophical content of the Works, nor include matter infringing on any legal copyright. Hereafter, such translations/adaptations of the Works are referred to as Translations. All costs associated with the translation and adaptation of the Works shall be at the Publishers' expense.

- b. The Publisher shall be the owner of the copyright of the Translations, and shall promptly secure whatever legal copyright protections for the Translations that is available in that Territory or jurisdiction. All costs associated with securing the copyright shall be at the Publisher's expenses. In the event that any Translation goes out of print, is taken off market, or the Publisher becomes insolvent or other similar event, ownership of the copyright to that Translation shall immediately revert to and vest with the IAPC.
- c. Prior to the commercial production of the Translations, the Publisher may photocopy the Translations and pilot their use in schools for a period of one year from the date of this agreement.

5. ILLUSTRATIONS

- a. The IAPC hereby grants to the Publishers permission to retain, at the Publishers' expense, an illustrator to adapt the front and back cover designs of the Works, and to make adaptations to any other illustrations contained in the Works necessitated by cultural adaptations made by the Translator.
- b. The Publisher will submit proofs of all new illustrations to the IAPC for final written approval, and will included all modifications required by the IAPC, prior to publication.

6. PUBLICATION

- a. The IAPC hereby grants to the Publishers the sole and exclusive right to print, publish and market the Translations, including in eBook format. This does not preclude IAPC from granting other parties the right to publish translations of the same Works in the same language, in different dialects.
- b. Unless prevented by circumstances beyond its control, as determined by IAPC in its sole discretion, the Publishers shall publish Translations of each of the Works within twelve months from the date of this contract.
- c. The Publishers warrant that neither the Translations they publish, nor any of the new illustrations contained therein, shall include matter that infringes on any legal copyright or that may be considered libelous, scandalous or obscene.

Publishers hereby agree that they shall jointly and individually assume all risk of and responsibility for, and agree to indemnify, defend and save harmless Montclair State University, and the State of New Jersey, their officers agents and employees, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses arises from this agreement.

- d. In each of the Translations that they publishes, the Publishers shall print the original English title, and on the first page of the translation a notice, prominently placed, that the original copyright is held by the IAPC, and the full name, mailing address and URL of the IAPC as they appear in this agreement.
- e. The Publisher shall not include any advertisement in any edition of the Translations.
- f. Within thirty days of the publication of any Translation, the Publishers will send three copies to the IAPC, at the Publishers' expense. The IAPC will be entitled to purchase additional copies of any Translation at a discount of 30% from the listed retail price, plus shipping costs.
- g. Except as otherwise provided in this contract, all details as to the manner of production, publication and advertisement of the Translations, as well as the number and destination of free copies, shall be left to the sole discretion of the Publishers.
- h. The permission granted in paragraph 6(a) above does not authorize the Publishers to publish any of the original Works or any part of them, or to sell, to anthologize in their own publications, or to license or sub-contract the publication of any of the Translations or any part of them anywhere in the world, without obtaining separate permission from, or entering a separate contract with the IAPC. However, the IAPC hereby authorizes the Publishers to grant permission for excerpts from the Translations to be reproduced in newspapers, magazines and journals and classrooms anywhere in the world for either promotional or academic purposes not resulting in monetary profit to the Publishers.

7. ROYALTIES, ADVANCE and ACCOUNTING

The IAPC waives any right to royalties from the sales of the Translations for the first five years of their publication. After that time, the Publishers will provide the IAPC with an accounting of sales to date and the IAPC reserves the right to be paid royalties after that.

8. TERMINATION

The following shall constitute cause for immediate termination of this contract, in case of which all rights granted to the Publishers in this contract shall revert to the IAPC, without prejudice to any money due or to become due to the IAPC prior to the date of the termination.

- a. Failure of the Publishers to pay the advance provided for paragraph 7(b) above.
- b. Failure of the Publishers to publish Translations of each of the Works within twelve months from the date of this contract, unless the delay has been approved (in writing or by email) by the IAPC.
- c. In the event that one of the Translations goes out of print or off the market, the IAPC shall have the right to terminate this entire agreement, or terminate the provisions of this agreement applicable to the Translation that has gone out of print or off the market.
- d. Failure of the Publishers to make a royalty payment and/or to provide an accounting of sales, as provided in paragraph 7(a) above.
- c. An event of bankruptcy, insolvency or the liquidation of the Publishers' assets through any cause whatsoever, in which case the IAPC shall have the option for ninety days after receiving notification of the event to purchase any and all plates, proofs, computer files, and/or remaining copies of the Translations bound or unbound, at the fair market value for each, to be determined by agreement or arbitration.
- d. Written notice by either party of intent to terminate the contract with or without cause, made to the other party thirty days in advance. In the event that the Publishers terminate the contract without cause, all money owed to the IAPC become due immediately.

9. EXECUTION and INTERPRETATION

- a. The IAPC's delivery of this contract signed by the IAPC's agent constitutes an offer that shall remain in effect for thirty days from the date of that signature. If the contract document is not returned to the IAPC within that time and signed by the Publishers' agent, the offer shall be deemed withdrawn and none of its terms shall take effect. The contract shall become effective when the IAPC receives the contract signed by the Publishers' agent.
- b. This agreement shall be interpreted according to the laws of the State of New Jersey, U.S.A., regardless of the place of its physical execution.

- c. This document constitutes the entire agreement between the parties. It is not subject to oral amendment. Any written amendment must be agreed to by both parties, evidenced by authorized signatures on behalf of both.

This contract is offered by the IAPC this 10 day of Sept. 2018, by the IAPC's agent:

M. Gregory IAPC
Signature Director
Position

As witnessed by:

[Signature]

This contract is accepted by the Publishers this 10th day September, 2018, by the Publishers' agent:

Mohammad Reza Vaez Shahrestani
Signature

Director
Position

As witnessed by:

Zohre Eftekhari

[Signature] [Signature]