

# Cooperation Framework Agreement

The Cooperation made by and between:

Zhejiang University Press, Address: No. 148, Tianmushan Road, Xixi Campus, Zhejiang University, Hangzhou 310028, China, hereinafter referred to as 'ZJUP', on behalf of Zhejiang University Press, of the one part

and

The University of Cincinnati through its University of Cincinnati Libraries, 640 Langsam Library 2911 Woodside Drive, Cincinnati OH 45221

ZJUP and The University of Cincinnati are together referred to as 'the Parties',

IT IS MUTUALLY AGREED between the Parties hereto as follows:

## **1. GENERAL: Aims and Scope**

1.1 ZJUP and The University of Cincinnati hereby express their intention to develop a publication list in the English language which will be published jointly by ZJUP and The University of Cincinnati under both imprints (the "Joint Publications"), consisting of academic works in all fields written or translated by scholars, primarily dealt with academic studies on humanities and social science.

1.2 The Parties will invite new proposals (including monographs and edited books) in areas mutually agreed by both parties. Only proposals approved by the Parties can be considered for co-publishing under both imprints for any Joint Publication, a formal co-publishing agreement will be signed between the Parties.

## **2. Production and Marketing-Sales Development of the Series**

2.1 All publications covered by this agreement will carry a double imprint line (ZJUP and The University of Cincinnati) on the title page and both logos will be shown on the cover, the spine and the title page. Both the ISBNs of ZJUP and The University of Cincinnati will be printed on the title verso (copyright) page and the back cover. The edition of the Joint Publication will show the ZJUP and The University of Cincinnati barcodes (EAN-code) on the back cover.

2.2 ZJUP will be responsible for marketing, sales and distribution of these works in print form in

China, and The University of Cincinnati will be responsible for marketing, sales and distribution of these works in print form outside China.

- 2.3 Any net profits from the sales of the works will be negotiated and distributed based on contributions between the parties.

### **3. Terms & Conditions**

- 3.1 Nothing in this Agreement shall be constructed or read as a grant of power of attorney or agency from one party to another and the parties shall have no power whatsoever to bind each other or to enter into agreements on behalf of or for the account of each other.
- 3.2 The parties will treat any information exchanged in connection with this agreement as confidential and shall not disclose any information to or discuss the information with any third parties without the other party's consent.
- 3.3 This Agreement represents the entire Agreement between the parties in relation to the subject matter hereof and supersedes any previous agreements whether written or oral.
- 3.4 Nothing in this Agreement shall be deemed to create any employer/employee, agency, fiduciary, joint venture or other similar relationship between the parties.
- 3.5 This agreement is in accordance with the laws of the P.R. China and the United States. If any of the clauses in this agreement contradicts the regulations of our respective countries, the parties will try to mutually change such clause accordingly. The agreement itself will remain valid.
- 3.6 This Agreement shall become effective upon final signature by the Parties and shall be valid until **Dec. 31, 2024**, unless terminated earlier under the terms of the Agreement. Thereafter the terms of this Agreement shall be automatically renewed on a year-to-year basis each December 31<sup>st</sup>, unless notice of termination is provided.
- 3.7 If either party wishes to terminate this Agreement for any reason, written notice of the termination must be given on a sixty (60) days' notice. Prior to such termination, the Parties agree to meet and to try to solve existing problems, if such problem exists, and to try to avoid the termination of this agreement.
- 3.8 In the event of termination of this agreement, the rights herein granted to the Publisher shall revert to the Proprietor except that the Publisher has the right to continue to host the e-book version of the work in its and that of its partners' servers to serve the customers who have purchased the e-work. For thirty (30) days after such termination the Author shall have the right to buy from the Publisher or its successors in interest all copies on hand at the cost of manufacture. Thereupon the Publisher or its successors in interest shall have the right to sell the remaining copies not purchased by the Author, at the best price it can obtain therefore. Termination of this agreement shall not deprive the Publisher of the right to receive its share of sums due from licenses or contracts granted by the Publisher prior to termination nor relieve Publisher of the obligation to pay to the Proprietor royalties due on such sums.

This Cooperation Framework Agreement shall bind and inure to the benefit of the Parties to this agreement, and to the benefit of the successors and assignees of the parties to this agreement.

IN WITNESS HEREOF, the PARTIES have duly executed the Document in duplicate, signed it and exchanged it:

.....(date)  
[ name... ]  
for and on behalf of Zhejiang University Press, China

.....( date)  
[ name...]  
for and on behalf of The University of Cincinnati