

CHARLES DARWIN UNIVERSITY PRESS

PUBLISHING AGREEMENT

This Agreement is made the ~~sixteenth~~ day of July two thousand and ten (2010).

Parties

Steven Farram
of 3/127 Dick Wood Drive, Coconut Grove,
NT, 0810

(hereafter called the "Author") of the one part and

CHARLES DARWIN UNIVERSITY PRESS

of Ellengowan Drive, Casuarina, NT 0810

(hereafter called the "Publishers") of the other part.

WHEREAS

1 The Author has written/compiled or has agreed to write/compile a manuscript in the English language at present entitled:

A Short-Lived Enthusiasm: The Australian
Consulate in Portuguese Timor

(hereafter called the "Work") and owns the copyright therein.

2 The Publishers have agreed, subject to the terms and conditions hereafter contained, to publish the Work.

NOW IT IS HEREBY AGREED as follows:

- 1 The Author shall at his own expense prepare for publication, to the approval of the Publishers, one copy of the typescript of the Work and shall deliver the same to the Publishers in a condition ready for printing, complete with proper table of contents and suitable photographs, drawings, diagrams, graphs and other illustrative material (hereafter referred to as "illustrations") to illustrate the Work and, if required by the Publishers, the Author shall with all reasonable dispatch compile or authorise the Publishers to arrange for compilation of an index to the Work at the Author's expense. All of the typescript and other material shall be subject to approval of the Publishers.
 - 2 Subject to the Author's consent the Publishers shall be entitled to make any additions or alterations to or deletions from the text or illustrations of the Work which they or their advisers consider desirable for literary or technical reasons.
 - 3 The Author shall with all reasonable dispatch and at his own expense correct all proofs and revisions of the Work when they shall from time to time be furnished to him and return the said proofs and revisions corrected to the Publishers.
- Publishers' right to amend 2
- Author to correct proofs and revisions 3

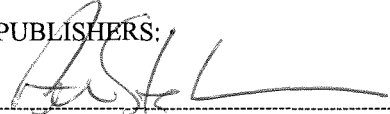
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- Publishers' right to terminate 4 If the Author shall fail to fulfil or comply with any of the obligations imposed upon the Author in the foregoing provisions of this Agreement within one month after receipt of written notice from the Publishers of such failure, the Publishers shall have the option to terminate this Agreement without prejudice to any claim which the Publishers may have either for monies due and/or damages and/or otherwise.
- Agreement to publish 5 1 The Publishers shall, subject to the terms and conditions herein contained, publish the Work as soon as is reasonably possible after the complete corrected and revised text with table of contents, illustrations and index, if any, shall have been delivered to the Publishers unless prevented by war, strikes, lockouts or other circumstances beyond the Publishers' control.
2 The Publishers shall take reasonable care but shall not be responsible in any way for any accidental loss or damage howsoever caused to the text or illustrations while the Work is in their custody or in the course of preparation for publication.
3 Unless otherwise agreed, the Publishers shall at their own expense and as soon as circumstances permit produce and publish the Work.
- Control of publication and price of Work 6 The Publishers shall have the entire control of publication and the paper, and printing, binding and embellishments, the number of copies of the Work to be printed, and the price and terms of sale shall be at their sole discretion. The Publishers shall have entire control of the manner and extent of promotion and advertising, the number and distribution of free copies for review or otherwise and the price and terms of sale of the first or any other subsequent editions of the Work, including the right at their sole discretion to raise or reduce the published price of the Work. The Publishers shall use their best endeavours to market, publicise and distribute the Work. The Author shall make all reasonable efforts to assist the Publishers in the promotion of the Work.
- Rights 7 The Author grants the Publisher an exclusive licence for a period of fifteen years from the date of first publication to print, publish and sell the Work in all forms, editions and languages throughout the world. This includes the right to produce, publish and sell an abridgement, portion or adaptation of the Work, and also the right to sublicense those rights to third parties.
- Copyright matter 8 If any matter contained in the Work consists of copyright matter not belonging to the Author, the Author shall at his own expense obtain from the owners of the respective copyrights their written permission for the Publishers to reproduce such material in the Work.
- Author's warranty 9 The Author hereby warrants to the Publishers that:
a the Work and any subsequent editions thereof which are undertaken by the Author shall be original works and that the Author shall be the owner of the copyright therein;
b the Author has not granted license, copyright or any other interest whatsoever in the Work to any other person, company or firm other than the Publishers;
c the Work and any subsequent editions of the Work shall not contain anything defamatory or in breach of any law;
d all statements contained in the Work and any subsequent editions of the Work purporting to be facts are true;
and the Author shall indemnify and keep indemnified the Publishers against any loss or damages, suits, claims, proceedings or expenses incurred by the Publishers and arising out of or in relation to any breach of this warranty.
The Author empowers the Publishers to take action in the joint names of the Publishers and of the Author to protect the copyright in the Work. Any sums obtained shall be shared in proportion 50/50 unless the parties otherwise agree. The decision to take or forbear from action shall be in the discretion of the Publishers, who will consult the Author before commencing any such action. The Author shall provide reasonable assistance to the Publishers.

- Author's copies 10 The Author shall be entitled to six (6) free copies of the Work, or such numbers as may be agreed between the parties, including any revision of the Work, and shall be entitled to purchase further copies for personal use, but not for resale, at a price of 35% off the RRP.
- New editions 11 1 The Publishers shall if they consider that a new edition of the Work or any supplement thereto is necessary offer the Author in writing first option to prepare the same on terms and conditions set out herein in respect of the Work. Revisions of the Work shall include the revision of the index and the supply of any new matter including illustrations which may be needful to keep the Work up to date and each such revision or edition or change shall be deemed as being part of the Work.
 2 In the event of the Author neglecting or being unable by any reason to revise the Work or to supply new matter when needed within three (3) months from the Publishers written request to revise the Work (or such other time as may be agreed between the parties) the Publishers shall be at liberty to:
 a engage any other person or persons (including any one or more of the persons constituting the Author where the Author consists of more than one person) to revise and edit the Work and all subsequent editions according to their own discretion;
 b use the name of the Author in that and all subsequent editions of the Work as previously used in the first edition together with appropriate reference to the other person employed, and
 c deduct the expense of such revision from any sums due to the Author under the provisions of this Agreement.
- Competitive works 12 During the continuance of this Agreement the Author shall not without the consent in writing of the Publishers prepare or edit for any competitive work or any work that is an expansion, abridgment or revision of the Work or any part of it nor shall the Author publish or cause to be published any such work or works on the same subject or of such a kind as may reasonably be regarded as likely to compete with or affect the sale of the Work. The Publishers nevertheless agree that the Author may without obtaining such consent write on subject of the Work in the form of newspaper, magazine and similar articles.
- Remainder 13 If at any time after two years from the first edition, the Work (or any translation thereof) has in the opinion of the Publishers ceased to have a sufficiently remunerative sale, the Publishers shall be at liberty either to dispose of any copies of the Work (or any translation thereof) remaining on hand as a remainder or to waste them. The Author shall have the option of purchasing such copies of the Work (or any translation thereof) at a rate to be agreed upon, which rate shall not be higher than the price the Publishers would receive if they remaindered such copies of the Work or any translation thereof.

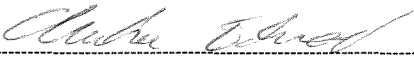
AS WITNESS the hands of the parties hereto the day and year first above written.

PUBLISHERS:



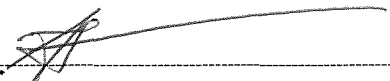
PETER STEPHENSON

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C. EDWARD

AUTHOR:



Steve Farram

WITNESS:



Christine Doran

Initialed 