

Book Proposal **Varieties of Democracy**

In January 2016, the Varieties of Democracy project posted a new dataset of democracy indicators to its website (<https://v-dem.net>). This dataset contains new indicators of hundreds of attributes of democracy for 173 countries from 1900 to roughly the present. It is, we believe, the new standard for valid and reliable democracy measurement. There were more than 600 downloads of the dataset in the first week. Now, three months later, Varieties of Democracy data have been downloaded nearly 4,000 times; the website has had 70,000 unique users and 770,000 page visits from more than 130 countries. Clearly there is widespread global interest in this project. Many users of the data will have questions about the data and about the project. How were the data collected? Are the scores reliable? Which of the hundreds of indicators should I use? What do they tell us about democracy and democratization that we did not already know? We propose to publish a co-authored book to satisfy these users' curiosity.

The best format for answering all these questions is a book. Varieties of Democracy is a large, complex project. As the project developed from 2007 to the present, its leaders made dozens of pivotal decisions that had consequences for the quality of the data: whether to produce one index or many, which dimensions to include, how to define them, what their components are, whether to use objective or subjective indicators, whether to recruit local or international experts, which indicators to create, how to word each question, how to build an online survey interface, how to identify and recruit country experts, how much to pay them, how to check their work, which countries to include, which years to include, whether to pre-code the answers to some questions, how to combine coders' scores, how to make the data available to the public, and how to pay for it all. These decisions need to be documented in order to give users and referees confidence in the quality of measurement. There is never sufficient space in a journal article to address these issues adequately. The codebook alone takes up 400 pages! The project provides several documents online, in addition to the codebook, that provide much of this information, but the book we propose would be organized in a more systematic, comprehensive, and readable way.

There three target audiences for this book. First are the hundreds, potentially thousands, of scholars who are already using, or planning to use, the data in their own research and teaching. They need a convenient reference to consult when deciding whether to use our indicators and which of our indicators to use, how to interpret the values, and so on. Before now, most researchers have used Polity, Freedom House, or other data, and some have a vested interest in continuing to use these alternatives. The proposed book would provide a rationale for using Varieties of Democracy data instead, or as a complement. Second are the many practitioners in international organizations, development agencies, and non-governmental organizations who work on democracy promotion. Many of them are suspicious of the existing democracy data generated by US organizations and are inclined to welcome our data, which come from an international team with a strong presence in Europe. More than one international organization has told us that it will be using our data. However, there is lingering skepticism about ratings that come from a handful of experts in each country; potential users want to know how experts are selected and how possible biases are filtered out. This book would reassure them on these issues. A third audience consists of students, both undergraduates and graduate students. We hear reports of professors using our data for instruction. For example, Kristin Michelitch (not part of our team) is teaching a "Varieties of Democracy" course at Vanderbilt this semester. Instructors will want a reading – perhaps not the entire book, but selected chapters – to assign students to give them background about where the data come from and what the data say about democratization trends.

The content we have in mind will serve the needs of these different audiences. It begins with an introduction that gives an overview of the project's goals and accomplishments and tells the story of how this unprecedented collaboration came together. We believe that there will be a lot of interest in this story, but we will keep it short – we are allocating only 5,000 words to the introduction. Chapter II provides the conceptual rationale for the project. Although there were already many democracy measures, they oversimplified this complex concept. Our approach recognizes several competing visions of what democracy is and holds that the only way to measure them well is to break them down into much more specific components. This chapter therefore situates our project in a wide-ranging overview of democratic theory and begins to connect conceptualization to measurement. Chapter III describes how the project collects data, emphasizing the kinds of expertise we relied on and the practical lessons learned about managing the first “big data” democracy project. Chapter IV explains the intricate process that translates the 15 million coder-level ratings into the country-date ratings that most users are downloading or graphing online. Central to this process is a sophisticated Bayesian latent-variable measurement model that utilizes several innovations. Describing this model in detail is crucial for winning acceptance from the quantitative methods community. After generating point estimates for the disaggregated indicators, however, we re-aggregate them into more general components and indices of the different varieties of democracy. Chapter V provides the rationale for each of the most general indices, contrasts them, and discusses the tradeoff between having a small number of general indices and having a large number of specific measures. Chapter VI reveals the substantive similarities and difference between Varieties of Democracy measures and the more familiar Polity, Freedom House, and other measures. Our many fine-grained measures shed light on which attributes of democracy these alternatives capture well and which they tend to overlook. The chapter also highlights the consequences of these measurement choices for research on the causes and consequences of democracy. The final chapter offers advice on how users can get the most out of Varieties of Democracy data. Many researchers are familiar with some of the specification and estimation issues that can arise with panel data, but the magnitude of our dataset – the hundreds of variables, the large number of countries, and the 113-116-year time series – make it imperative to deal with all these issues responsibly. This chapter will help researchers avoid common mistakes. It will also make users aware of the opportunity to incorporate measurement uncertainty into their models – a degree of rigor that is not possible with other democracy datasets.

We are thinking of this as a co-authored work. Given the size and breadth of the collaboration in this project, the number of co-authors is unusually large. The primary authors for the book would be the lead authors for each chapter: Michael Coppedge (University of Notre Dame), John Gerring (Boston University, moving to the University of Texas, Austin, this summer), Staffan I. Lindberg (University of Gothenburg), Svend-Erik Skaaning (Aarhus University), Daniel Pemstein (North Dakota State University), Jan Teorell (Lund University), and Brigitte Seim (University of North Carolina, Chapel Hill). Coppedge, Gerring, Lindberg, Skaaning, and Teorell have been principal investigators for the project; Pemstein and Seim are Project Managers responsible for measurement methods and experiments, respectively. The other co-authors of the various chapters would be listed as secondary authors of the book (listed after “with”). They are all either Project Managers (project leaders with delegated responsibilities: Altman, Bernhard, Fish, Glynn, Knutsen, McMann, Staton), Research Fellows at the V-Dem Institute in Gothenburg (Marquardt, Sigman, Tzelgov, Wang), or Research Assistants (Maguire and Bizzarro).

Varieties of Democracy

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Chapter Abstracts

I. Introduction: The Story of Varieties of Democracy

Varieties of Democracy is a global research collaboration that is producing new measures of hundreds of attributes of democracy for almost all countries from 1900 to the present. This project makes possible a dramatic change in the way that we study the nature, causes, and consequences of democracy. Data limitations have heretofore forced democracy researchers to choose between qualitative approaches, which provide detailed, rich, nuanced evidence about a few countries; and quantitative approaches, which generalize about many countries but with thinly defined concepts and theories. Varieties of Democracy data, which are both fine-grained and general in scope, make this tradeoff unnecessary. It is now possible to test general hypotheses concerning democracy quantitatively without neglecting crucial qualitative distinctions.

This book is a reference guide for anyone who wants to use the data wisely. It will provide full information about the concepts the data measure, what we know about the validity and reliability of the data, what the data reveal about the structure of democracy, what the data say about general trends in democratization over the past 116 years that had been overlooked by other measures, and why this explosion of information is likely to raise the standards for causal inferences in democratization research. The Varieties of Democracy team is already producing a flood of new research that leverages the distinctive strengths of these new data, so this book also calls attention to some of the first fruits of this effort.

Varieties of Democracy is unprecedented in scope in the social sciences. It is the product of sustained efforts that began in 2007 and grew into a network of nearly 3,000 researchers in almost every country in the world, relying on research investments of more than ten million dollars. All of the Principal Investigators of Varieties of Democracy brought to the project their own experiences with democracy measurement, as individuals or in collaboration with others, debating concepts of democracy, measuring it in other ways, critiquing existing measures, or collecting and using existing democracy measures. All were involved in conversations about improving democracy measures, sometimes with one another, sometimes with others, for a long time. A sustained collaboration, however, began in January 2007, leading to a series of meetings with a growing group of collaborators. Broad (and ever-widening) consultation, combined with consensual decision-making, helped ensure that the best ideas would rise to the top. Seed funding for a pilot study led to increased funding for validation, and finally the big wave of data collection. This chapter will list key efforts, grants and their amounts, institutional support; development of the team (Principal Investigators, Project Managers, Advisory Board, Program Coordinators, Regional Managers, Country Coordinators, Country Experts, Research Fellows, Research Assistants, Data Managers); recount the development of the database and web interfaces; describe outreach efforts, different kinds of validation, the measurement model, creation of indices, and institutionalization of the data collection effort in Gothenburg and long-term funding for it; culminating in the first data release in January 2016. The story of this experience may be instructive to other researchers who want to undertake massive data collection projects on other topics.

5,000 words

II. Conceptual Scheme

Democracy, understood in a very general way, means rule by the people. Beyond this core definitional element there is great debate. Since there are multiple ways of conceiving democracy – all more or less resonant with the core meaning – there is no apparent way to resolve such definitional debates.

V-Dem embraces the multiple meanings of democracy. This is our fundamental point of departure and, at the conceptual level, the chief quality that differentiates V-Dem from other democracy projects.

That said, we do not imagine that the potential meanings of democracy are infinite. A limited number of interpretations are consistent with the core meaning of rule by the people. Our reading of the voluminous literature on this subject reveals five traditions centered on rather distinct sets of core values: electoral, liberal, participatory, deliberative, and egalitarian. (Although many political scientists also distinguish between majoritarian and consensus democracy, our research suggests that these two concepts do not “travel” very well historically or geographically.) We refer to these principles as “Varieties of Democracy.” We begin this chapter by defining these principles, which constitute a multidimensional approach to defining democracy.

A second distinctive characteristic of Varieties of Democracy is radical disaggregation. One qualitative improvement is distinguishing among varieties of democracy; an equally important one is break these general concepts down into their components and sub-components. Disaggregation is what makes measurement of complex concepts possible. We show how the seven varieties can be disaggregated into meso-level and micro-level concepts, generating a hierarchy of terms which, together, encapsulate most of the many ways in which “rule by the people” may be understood.

At lower levels of abstraction, we argue that the meaning of democracy becomes more tractable. While the world may never agree on whether the overall level of democracy in India can be summarized as a “4” or “5” (on some scale), we may agree on scores for this and other countries on more specific properties such as judicial independence, freedom of association, or legislative constraints on the executive.

Another advantage is the degree of discrimination that a disaggregated set of indicators offers relative to extant composite indices. While holistic measures of democracy float hazily over the surface, the indicators and indices of a disaggregated dataset are comparatively specific and precise. Contrasts and comparisons become correspondingly acute.

In the interest of completeness, the Varieties of Democracy project also deals with some concepts at the margins of democracy’s property space. This chapter therefore discusses some aspects of governance, which special attention to corruption and the rule of law.

10,000 words

III. Data Collection

This chapter describes the theory and the practice behind the unique methodology V-Dem uses for data collection. Based on the notion captured in the expression “global standards, local knowledge,” we developed detailed protocols for how to build a global network of scholars – 15 leading democratization scholars with different issue and area expertise, almost 40 Regional Managers (RMs), some 170 Country Coordinators (CCs), and over 2,600 scholars and other experts as Country Experts (CEs). A critical aspect of the theory behind our approach is that scholars who are from a country and have spent significant time as a researcher on, say, media in the Philippines, has a deeper and more nuanced knowledge of this area in that particularly country than a scholar from and based in, say, the USA or the UK. Hence, our data sources for evaluative ratings are local scholars who provide raw data on the development of democracy in each country. The global standards in the V-Dem framework ensure the best possible methodology for both data collection as well as for following quality controls, checking, aggregation, and provision of the data to the international community. These protocols set out to ensure a gold standard for the quality of data collection on the long series of specific issues V-Dem measures, while minimizing idiosyncrasies, errors, and biases.

We then detail the more than two-year long process of designing, piloting, and revising the eventual questionnaire covering some 350+ specific indicators divided into four areas: (A) factual indicators coded by members of the Varieties of Democracy team, (B) factual indicators coded by Country Coordinators, (C) evaluative indicators based on multiple ratings provided by experts, and (D) composite indices. The third area includes the crucial role of what we refer to as “lateral” and “bridge” coding, that is, coders coding more than one country. We use this coding for enhancing cross-country comparability. This part of the chapter provides some unique insights into the process of constructing such an ambitious adventure. It also reflects on practices that did not make it into the measurement scheme but would be prime candidates for inclusion in the future.

Implementing this data collection operation has been a massive undertaking. The first phase – covering 168 countries from 1900 to 2012 – took almost three years. We describe this process and the development of the advanced tools necessary to manage the over 15 million data points across the 2,600+ Country Experts. This included designing efficient online-based tools for Country Coordinators and Country Experts to submit ratings, but also a highly sophisticated relational database with a series of custom-designed interfaces for management of Country Experts and surveys, quality control, and cross-checking of the data. In this chapter we also give examples of critical aspects of the dataset creation such as designing a protocol for recruitment of Country Experts, writing coding instructions, refining coding interfaces, developing new procedures for cleaning and quality control, and identifying errors. These processes are a good example of a Big Data project in the social sciences.

The chapter shares the lessons learned over these years and new protocols we developed to handle these logistically complex and extremely demanding tasks. We display and exemplify the interfaces, tools and methodologies used so that readers understand how V-Dem produces the data it provides, but also for other scholars to learn and build on our experiences and accumulated knowledge about expert coding.

10,000 words

IV. The Measurement Model and Reliability

Varieties of Democracy relies on country experts who code a host of variables, providing ratings of latent regime characteristics over space and time. Indeed, an important strength of Varieties of Democracy is that it provides information about the de facto workings of political institutions around the world. While measures of directly unobservable institutions are key to understanding the nature, causes, and consequences of democracy, coders' evaluations of these regime traits are inherently subjective and prone to error. The project, therefore, faces formidable measurement challenges, and similar obstacles confront numerous cross-national expert surveys in political science. While Varieties of Democracy mitigates these challenges by carefully selecting and compensating coders, by obtaining multiple responses for subjective questions, and through careful data validation, we also make extensive use of statistical tools to model and adjust for disagreement between coders, to account for variation in rater reliability, and to compensate for individual differences in how experts respond to survey instruments. By adapting techniques drawn largely from educational testing and organizational psychology to Varieties of Democracy's specific challenges, we have both improved the quality of the Varieties of Democracy dataset and developed a general toolkit applicable to numerous other expert survey projects in the social sciences.

One fundamental yet often ignored challenge to deploying expert surveys is that respondents conceptualize questions differently. Like expert surveys, Varieties of Democracy relies on numerous graded questions. For example, we ask experts if a state's citizens are free from political killings on a scale from zero—freedom from political killings is not respected by public authorities—to five—such freedom is fully respected. But in between these well-defined ends of the scale we ask coders if public authorities “weakly,” “somewhat,” or “mostly” respect citizens' freedom from lethal political violence. The problem is that one expert's “somewhat” may be another's “mostly.” This issue can be especially pronounced in cross-national surveys where variations in training, norms, and cultural expectations can confound the cross-national comparability of expert ratings. While most expert surveys in political science ignore this problem, formally known as differential item functioning (DIF), we deploy statistical tools (item response theory models) and survey techniques (anchoring vignettes) to detect and adjust for it. This chapter introduces these tools, demonstrates how using them reduces bias, improving the quality of the Varieties of Democracy measures, and argues that their use should become standard practice in cross-national expert surveys of political institutions.

Even after one accounts for DIF, even experts will disagree with one another about the form and function of political institutions across space and time. This means that the measures created by a project like Varieties of Democracy are inherently uncertain and require careful choices about how to weigh the contributions of individual coders. We explain how our statistical tools account for expert disagreement and cross-expert variation in reliability to produce reasonable estimates of latent institutional constructs. We also show that our approach outperforms standard techniques for producing point estimates from multiple raters in expert surveys. We examine what sorts of experts—in terms of age, gender, education, profession, and ideology—are most reliable. We also use our statistical tools, and experts' own self assessments of confidence, to construct estimates of uncertainty for Varieties of Democracy measures, and describe how uncertainty varies over space and time. We further explain how we propagate measurement uncertainty as we aggregate individual Varieties of Democracy indicators into higher-level scales. We conclude with a brief discussion of the computing resources necessary to apply these tools to a dataset of this scale.

15,000 words

V. Dimensions and Components of Democracy

In this chapter we focus on the aggregation of indicators into measures of five key principles or traditions that offer distinctive approaches to defining democracy—electoral, liberal, participatory, deliberative, and egalitarian. The chapter will be sub-divided into six sections, one dedicated to each principle, and the final one comparing them to one another.

The *electoral* principle we capture through Dahl's (1971) concept of polyarchy, which identifies the following political institutions as constitutive of modern representative democracy: 1) elected officials, 2) free and fair (clean) elections, 3) freedom of expression and alternative sources of information, 4) associational autonomy, and 5) inclusive citizenship (universal suffrage).

The *liberal* principle is measured through three sub-components tapping into 1) equality before the law and individual liberty, 2) judicial constraints on the executive, and 3) legislative constraints on the executive.

The *participatory* component is measured as the mean value of 1) the extent of popular participation in civil society organizations, 2) a derived index tapping the extent to which citizens engage in means of direct popular voting, and 3) a derived index of the extent to which there are local and/or regional elections to non-subordinate executive or legislative bodies.

The *deliberative* component taps into the extent to which political elites give public justifications for their positions on matters of public policy, justify their positions in terms of the public good, acknowledge and respect counter-arguments; and how wide the range of consultation is at elite levels.

The *egalitarian* component, finally, is based on indicators of equal power distribution and equal resource distribution.

For each principle, we will present (a) the theoretical rationale guiding the selection of the indicators for each principle, (b) whether these indicators are correlated strongly enough to warrant being collapsed into an index (drawing on Bayesian factor analysis, where relevant), and (c) what aggregation rule we have used for moving from indicators to components and from components to higher-level indices. Throughout, we present our arguments for why we recommend these aggregation formulas over the many possible alternatives, along with analyses of how sensitive the resulting indices are to the choice of particular aggregation rules. We also present analyses of the highest- and lowest-scoring countries on each general principles of democracy. The final section looks at how the different principles are inter-correlated, and tries to assess the tradeoffs involved between the conceptual parsimony achieved by aggregating to a few general concepts and the retention of useful variation permitted by aggregating less.

20,000 words

VI. Convergent Validity: Comparisons and Contrasts

How do we know if our data are valid? Both policymakers and scholars and both producers and consumers of any dataset struggle with this question. Billions of dollars in foreign aid is spent every year for promoting democracy and governance in the developing world are contingent upon judgments about a polity's current status, attributes, recent history, future prospects, and the likely causal effect of particular forms of assistance. A large body of social science work deals with these same issues. Yet, even the most refined and sophisticated empirical analysis cannot overcome fundamental issues of data validity. We must be able to demonstrate data validity before the dataset is widely used.

At Varieties of Democracy, we have taken a holistic and comprehensive approach to validate our data. In this chapter, we present our approach to comparative data validation – the set of steps we have taken to evaluate our measures of concepts compared to extant measures of these concepts. The first section of the chapter reviews existing measures for two concepts in the Varieties of Democracy dataset: democracy and corruption. These two concepts collectively provide a “hard test” for our data, representing a range of past measurement approaches, challenges, and solutions. Democracy has been measured many times, and much of the past debate surrounding validating democracy measures centers around issues of conceptualization and aggregation (which, we argue, are twin challenges). Corruption has also been measured many times, but its clandestine nature makes the primary issue in corruption data validity one of minimizing measurement error and obscuring noise and sources of bias such as media coverage of corruption or anti-corruption. The discussion in this section is thus not intended to debunk or otherwise de-legitimize the use of any of the indices discussed therein (which includes several indices developed by members of the team). Instead, its purpose is to illustrate the fundamental challenges inherent in measuring these concepts before delving into the Varieties of Democracy approach.

In the second section of the chapter, we discuss in general terms how the Varieties of Democracy project differs from extant indices and how the novel approach we have taken might address some of the measurement challenges discussed in the previous section and therefore provide valid data for measuring these concepts. We then narrow our focus to compare the Varieties of Democracy measures of democracy and corruption to existing measures using a three-step comparative validation approach developed by McMann et al. (2016). This approach assesses the degree to which measures align with shared concepts (content validation), shared rules of translation (data generation assessment), and shared realities (convergent validation). Within convergent validity, we advocate and demonstrate three convergent validity tests. First, we propose comparing measures to actual known cases qualitatively. Second, we urge researchers to examine convergent validity not only as it is typically considered—assessing whether one's measure agrees with others' by examining the aggregate correlation level— but also to analyze the predictors of differences across data sources. Third, where applicable, we suggest examining the level of convergence across coders, once again considering the individual coder traits that predict convergence rather than simply the aggregate level of convergence. We complete these tests for democracy, corruption, and civil society data and then present our findings regarding the validity of the measures and our argument for using our data over existing alternatives.

We conclude with general findings regarding the comparative validity of the Varieties of Democracy data, focusing specifically on strengths and weaknesses relevant for both scholars and policymakers.

20,000 words

VII. Explanatory Analysis with Varieties of Democracy Data

The sheer quantity of Varieties of Democracy data presents many opportunities, but it also raises issues that go beyond the normal issues with panel data. This chapter gives advice about how to use Varieties of Democracy data to best advantage.

- Because Varieties of Democracy provides hundreds of indicators that are all related to aspects of democracy or governance, it is easier than usual to find significant empirical relationships that are probably not causal. Consequently, causal claims using these data become credible only when they are based on strong theories and survive strenuous efforts with properly specified models to rule out the many possible confounders.
- Also because of the large number of correlated indicators, multicollinearity is likely to crop up. To avoid this, it is useful to select indicators with care, combine related indicators into an index, or use latent-variable models to incorporate measurement relationships into explanatory models.
- Because Varieties of Democracy covers so much geography and history, other variables one would like to use in an analysis are likely to have a lot of missing values, and these values are likely to be missing in systematic ways. When possible, we recommend multiple imputation, which makes it possible to use more of the data without introducing bias.
- Democracy data tend to be highly time-dependent: most countries change very little in most years. One should always take advantage of time-series techniques – appropriate lags, a lagged dependent variable, or differencing – to guard against unwarranted inferences. At the same time, it is difficult to know what the correct lag structure is when there are so many possibilities. We offer some guidance.
- Long time-series data also increase the chances of causal heterogeneity. The world probably did not work the same ways in the age of steamships and telegraphs as it does with air travel and the Internet. We offer some suggestions on dealing with such complications.
- Big data makes it more evident that countries are spatially dependent: what happens in one country is influenced by what happens in other countries – either neighboring countries or countries that belong to other kinds of networks. We describe some techniques for diagnosing and modeling or correcting spatial dependence.
- Varieties of Democracy data are practically unique in making available data on measurement uncertainty. We explain why it can be important to take measurement uncertainty into account, and how this can be done.

All of the advice can be illustrated by referring to actual analyses using Varieties of Democracy data. The discussion of these issues will take the form of clearly explained caveats with intuitive explanations of how to address them, making reference to other sources such as Varieties of Democracy working papers or articles rather than mathematical derivations or cookbook instructions.

10,000 words

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2 ROYALTIES

2.1 Cambridge shall, in accordance with Clause 9, Section II pay the Author 10% of its Net Receipts from all revenue received by Cambridge from all sales and commercial exploitation of the Work, including subsidiary rights licence sales as described in Clause 10, Section II, with the following exceptions:

- 2.1.1 **Paperback format/s:** 10% of Cambridge's Net Receipts on first 2,000 copies; rising to 12% after the sale of the first 2,000 copies and rising to 15% after the sale of 5,000 copies;
- 2.1.2 **Low-price Market Reprint(s):** 10% of Cambridge's Net Receipts from all copies sold; and
- 2.1.3 **Translation Rights Sales:** 40% of Cambridge's Net Receipts from all such rights sales (collectively, the 'Royalties')

3 DIVISION AND RECIPIENTS OF INCOME

3.1 All Royalties due under this Agreement shall be paid as follows:

- 3.1.1 Michael Coppedge 100%

4 PAPERBACK PUBLICATION WITHIN STIPULATED PERIOD

4.1.1 Cambridge undertakes to publish a paperback version of the Work within approximately 12 months of the first hardback publication of the Work by Cambridge, provided that the Work is delivered in accordance with the terms of this Agreement.

5 GRATIS COPIES

5.1 Cambridge shall provide a number of gratis copies of the Work to the Author, (or to each individual Author, if applicable), as listed below:

- 5.1.1 Hardback: 6
- 5.1.2 Paperback: 6 (if published)

6 ORDER OF PRECEDENCE

6.1 In the event of any inconsistency between the provisions of Section I and Section II, the provisions of Section I shall take precedence.

SECTION II STANDARD TERMS AND CONDITIONS

1 DEFINITIONS

1.1 The following definitions apply in this Agreement:

- 1.1.1 **Ancillary Materials:** those materials listed in Clause 1.1, Section I which are to be produced and delivered by the Author which shall be published (separately from the Work) by Cambridge (online or otherwise) in order to support the Work;
- 1.1.2 **Component(s):** any component or components listed in Section I which, together, form the Work;
- 1.1.3 **Delivery Date(s):** the date(s) specified in Clause 1.1, Section I for the delivery of the Work and any individual Components;
- 1.1.4 **Final Typescript:** the version of the text of the Work which is submitted by the Author to Cambridge;
- 1.1.5 **Low-price Market Reprint(s):** copies of the Work reprinted under a separate ISBN for sale on a territory-restricted, high-volume basis at a special low-price or high-discount to generate new markets for the Work;
- 1.1.6 **Illustrative Materials:** those materials listed in Clause 1.1, Section I which are to be included in the Work and may be the Author's own original materials, or, sourced from third-parties (and for which Permissions Clearance may be required);
- 1.1.7 **Net Receipts:** the amount Cambridge is actually paid by its customers in respect of sales of the Work (converted into sterling at a market exchange rate) excluding any value added tax or similar indirect tax and after deducting any delivery charges or other similar direct costs of sale and/or other commercial exploitations of the Work;
- 1.1.8 **Permissions Clearance:** the acquisition of the right to include Third-party Materials in the Work (from the correct third-party copyright owner or controller), in all forms, media, languages, territories and editions which are the subject of this Agreement
- 1.1.9 **Proof(s):** the version(s) of the Work produced by the typesetter of the Work;
- 1.1.10 **Technical Specifications:** specifications pertaining to the delivery requirement(s), method(s) and format(s) for all Components of the Work, as detailed in Clause 1.1, Section I;
- 1.1.11 **Term:** the full legal period of copyright in the Work, including all copyright renewals, revivals and extensions;
- 1.1.12 **Third-party Materials:** any textual, illustrative, audio, video or any other copyright-protected material(s) included in the Work, or any Component, in which the copyright is owned or controlled by a third-party;
- 1.1.13 **Work:** the original literary work, as described in Section I, including any and all Components listed in Clause 1.1, Section I.

2 GRANT OF RIGHTS

- 2.1 In consideration of and subject to the terms, conditions and payments set out in this Agreement the Author hereby grants to Cambridge for the Term the exclusive right to produce, publish, reproduce, distribute and sell the Work, and/or any adaptation or abridgement of the Work, in all forms and media and in all languages throughout the world together with the exclusive right to sublicense such rights, in whole or in part, to third-parties.
- 2.2 Copyright in the Work remains the property of the Author and the copyright notice to be displayed on every copy of the Work shall be in the Author's name.
- 2.3 The Author hereby asserts the Author's moral right always to be identified as the author of the Work in accordance with the provisions of the UK Copyright, Designs and Patents Act 1988.

3 PUBLICATION

- 3.1 Cambridge shall at its own risk and expense, and subject to its final approval of the Work, publish the Work in such form(s) as it considers appropriate within a reasonable time of delivery and shall have final discretion over all matters related to publication in any format including the title, internal design, jacket and/or cover design, the manner and extent of publicity and promotion in print and electronically, the number and distribution of free copies and the price and terms of sale of the first and any subsequent editions.
- 3.2 All physical materials supplied by the Author shall be returned to the Author after publication of the Work, if the Author so requests in writing, provided that the Author makes such a request within 6 months of the Work's initial publication date. Where possible, the Author agrees to retain an additional copy of all Components prepared by the Author.

4 DELIVERY

- 4.1 The Author shall deliver the Work, (including all the Components for which the Author is responsible, as detailed in Clause 1, Section I), to Cambridge on or before the Delivery Date(s). In the event of any anticipated failure to meet the Delivery Date(s), the Author shall notify Cambridge immediately.
- 4.2 In the event of such notification, Cambridge may at its sole discretion, use reasonable endeavours to agree new Delivery Date(s) with the Author for the affected Component(s). In the event that the Author and Cambridge fail to agree, or in the event that the Author fails to adhere to any renegotiated Delivery Date(s), Cambridge may, at its sole discretion decline to publish the Work and terminate this Agreement.
- 4.3 In the event that the delivered Work does not meet the standard that might reasonably be expected by Cambridge, Cambridge may either, at its sole discretion:
 - 4.3.1 inform the Author within 12 weeks of its receipt of the Work and give the Author the opportunity to revise the Work so it meets the standards required and shall agree a new Delivery Date accordingly; or
 - 4.3.2 decline to publish the Work and terminate this Agreement.

4.4 If Cambridge terminates this Agreement under this Clause 4, the Author shall (if applicable) return any advance on Royalties paid to the Author pursuant to this Agreement to Cambridge within 30 days of receipt of a formal notification from Cambridge.

5 TECHNICAL SPECIFICATIONS

5.1 The Author shall use best endeavours to ensure that all the Components for which the Author is responsible, (as detailed in Clause 1, Section I), meet their Technical Specifications and, in the event of any anticipated deviation from the Technical Specifications, the Author shall notify Cambridge in a timely manner.

5.2 In the event of such timely notification, Cambridge and the Author shall use reasonable endeavours to agree new Technical Specifications for the affected Component(s). In the event that the Author and Cambridge fail to agree, or in the event that the Author fails to adhere to any renegotiated Technical Specifications, Cambridge may, at its sole discretion:

5.2.1 reject any Components delivered by the Author which do not meet the Technical Specifications, or

5.2.2 charge any costs to the Author which are incurred by Cambridge as a result of any Components not being delivered to their Technical Specifications.

6 PRODUCTION

6.1 Prior to the publication of the Work by Cambridge, the Author shall:

6.1.1 diligently provide Cambridge with all necessary assistance during the development and production of the Work and meet any development and production deadlines set by Cambridge;

6.1.2 check the Proofs of the Work to ensure the accuracy of the content and that it is free from significant typographical errors and omissions;

6.1.3 advise Cambridge of any sensitive content in the Work that should be reviewed by a legal advisor to mitigate the risk of third-party claims.

7 THIRD-PARTY MATERIALS

7.1 Should the Work contain any Third-party Material(s) which require Permissions Clearance in order to be included in the Work, the Party responsible under Clause 1.1, Section I will obtain (and, if applicable, provide copies to Cambridge of) written Permissions Clearances for all such Third-party Material(s).

7.2 All Permissions Clearances must include the rights to publish Third-party Material(s) within the Work in all languages, territories, forms and editions which are the subject of this Agreement.

7.3 All Permissions Clearance fees charged by third-parties shall be paid by the Party responsible under Clause 1.1 of Section I.

8 PROOF CORRECTION

8.1 In the event that the Author makes any alterations to the Proofs of the Work (not including any alterations necessary to correct any errors made by the printer, typesetters, Cambridge or any independent contractor engaged by Cambridge), then the costs associated with such alterations shall be borne by the Author after said costs exceed 5% of the total cost of composition of the Proofs.

9 ROYALTIES

9.1 Cambridge shall, during the Term and in accordance with Clause 11 of this Section II, pay the Royalties which are set out in Section I.

9.2 No Royalties shall be payable on copies of the Work which are:

9.2.1 presented, free of charge, to the Author, the media or others, in the interests of the sale of the Work;

9.2.2 destroyed by fire, water, general hostilities, in transit or otherwise; or

9.2.3 sold at or below the cost of production of the Work.

10 SUBSIDIARY RIGHTS LICENSING

10.1 Cambridge shall use reasonable endeavours to commercially exploit the rights licensed hereunder by licensing the subsidiary rights in the Work to reputable third-parties.

10.2 The negotiation of and final agreement to terms of such commercial exploitation shall be in the sole control of Cambridge who shall not license any subsidiary rights in the Work without first notifying the Author, (such notification shall not apply to any licensing by Cambridge of 'quotation and extract' and 'reprographic reproduction' subsidiary rights).

10.3 The Author shall refer to Cambridge any enquiries the Author may receive regarding the exploitation of subsidiary rights in the Work and shall not undertake any negotiations purporting to be on behalf of Cambridge in such regard.

10.4 The Author understands that works published by Cambridge are automatically included in non-exclusive collective licensing schemes which are operated by reproduction rights organisations such as the Copyright Licensing Agency (UK), the Copyright Clearance Center (USA) and the Copyright Agency Limited (Australia). Any payments due for the use of the Work under the said schemes shall be in accordance with the relevant organisation's licence terms prevailing at the time.

10.5 The Author understands that Cambridge may grant permission without charge to reproduce the Work in braille, large type or other format provided such use is solely for the visually impaired and on a non-profit basis.

11 ACCOUNTING

- 11.1 Cambridge shall calculate all sums due under the terms of this Agreement twice a year and shall pay the amount due within the following 6 months, (after deducting any sums advanced by Cambridge but not yet earned, including any advance on Royalties, if applicable, and any Royalties previously paid for copies of the Work that have subsequently been returned). Cambridge shall send a statement of account with each such payment.
- 11.2 In any accounting period in which the sum calculated is less than £50 (or equivalent currency as applicable), an account shall be rendered but no payment shall be made and the sum shall be carried forward to the next accounting period.
- 11.3 If there is a dispute over the amount due under this Agreement, the Author or the Author's duly authorised representative shall have the right to inspect the Cambridge's books of account relating to the Work by appointment during usual business hours and no more than once per annum. Such inspection will be at the Author's expense, except that Cambridge shall be responsible for paying all reasonable costs of such inspection if any error is found whose rectification shall result in an advantage to the Author of more than £50 (or equivalent currency as applicable) or 1% of the amount due to the Author in respect of the last preceding accounting period, whichever is the higher.
- 11.4 Payments made under this Agreement shall be subject to deductions and withholdings required by applicable law. Any bank charges incurred by either Party shall also be deducted from the payment being made.
- 11.5 Royalties are inclusive of any sales tax or VAT or similar indirect tax and additional amounts will not be paid unless the Parties otherwise agree in writing and shall be subject to the Author supplying:
- 11.5.1 either, a valid tax invoice to Cambridge or informing Cambridge of the Author's tax registration number; and
- 11.5.2 completing a self-billing agreement (or local equivalent) where necessary.
- 11.6 Where this Agreement provides that the Author is to bear certain costs or where the Parties agree that the Author is to bear costs not specified in this Agreement, Cambridge may invoice all or part of them to the Author and/or deduct all or part of those costs from amounts due to the Author, including VAT, sales tax or similar indirect taxes where applicable. Where Cambridge invoices the Author, the Author shall pay those costs to Cambridge within 30 days of receipt of invoice.

12 GRATIS COPIES

- 12.1 Following publication of the Work in the relevant format(s), the Author shall receive from Cambridge the number(s) of gratis copies of the Work specified in Section I.
- 12.2 Further copies of the Work may be bought, directly from Cambridge, by the Author at a discount of 40% off the local list price.
- 12.3 The Author shall also be entitled to buy, directly from Cambridge, copies of any other available print work published by Cambridge, at the author discount terms prevailing at the time.
- 12.4 All gratis copies of the Work, and discounted works, to which the Author is entitled under this Agreement are strictly for personal/private use only and not for resale or redistribution in any form.

13 JOINT AUTHORSHIP

- 13.1 In the case of joint or multiple authorship, the word 'Author' is used collectively and the signing Authors shall have joint and several liability under this Agreement.
- 13.2 If authorship of the Work changes following execution of this Agreement, the Author shall notify Cambridge and Cambridge shall be entitled, in its sole discretion and after full discussion with the Author, to this amend Agreement to reflect such changes including the commissioning of a new author or authors and the division of royalties between the authors.

14 WARRANTIES AND INDEMNITY

- 14.1 The Author hereby warrants to Cambridge that:
- 14.1.1 The Author is the sole owner of the copyright in the Work and has the right to enter into this Agreement;
- 14.1.2 The Work is original to the Author and has not already been published in whole or in substantial part in any form;
- 14.1.3 The Work contains nothing that is in any way an infringement of any existing copyright or licence or any other intellectual property right of any third-party;
- 14.1.4 The Work contains nothing that in any way breaches a duty of confidentiality or discloses any private or personal information of any person without that person's written consent;
- 14.1.5 All statements contained in the Work purporting to be facts are true and any formula, instruction or equivalent contained therein will not, if followed accurately, cause any injury or damage to the user;
- 14.1.6 The Work does not contain any libellous, obscene, unlawful or otherwise objectionable material.
- 14.2 The Author agrees to indemnify Cambridge against any financial loss (including any legal costs and disbursements) that results from any finding by a court or arbitrator giving rise to a breach of, or from any settlement made on advice of counsel related to an allegation of breach of, the warranties set out in Clause 14.1 above.
- 14.3 If, in the absolute discretion of Cambridge, the Work may be considered actionable in law, Cambridge may decline to publish the Work or to insist that the Author alter the text of the Work as Cambridge deems appropriate for the purpose of modifying or removing any passage considered actionable, but any such alteration shall be without prejudice to, and shall not affect the Author's liability under, these warranties and indemnity.
- 14.4 All warranties and the indemnity in this Clause shall survive termination of this Agreement.

15 NEW EDITIONS

- 15.1 Where the Parties agree that there should be a new edition or an online update of the Work, the Author shall undertake such revision or updating on terms to be mutually agreed. In the event that the Author is unwilling or unable to undertake such revisions, or fails to reply within three months to the request, Cambridge shall be entitled to commission a third-party to do so and in such event, royalties paid to the Author shall be determined at the time by Cambridge based on the extent of the revisions undertaken by such third-party.

16 DERIVATIVE / LOCAL EDITIONS

- 16.1 Cambridge may publish derivative or local editions of the Work to exploit the needs of a particular regional market and will notify the Author of such editions. Cambridge shall pay the Author the Royalties specified in Section I on all sales of any such derivative or local edition, unless otherwise mutually agreed. If Cambridge decides that there is a market for adaptations which require substantial changes to the content of the Work, these will be subject to the written mutual agreement of the Parties.

17 COLLECTIONS / BUNDLES

- 17.1 Cambridge shall have the right to include the Work or extracts from the Work in any collection of writings or material sourced from third-parties and sold as a collection/bundle. The Author shall be appropriately acknowledged for any such usage and shall be paid an amount to be determined by Cambridge, based on a mechanism of Cambridge's own devising, which indiscriminately reflects the relative size or usage of the Author's contribution to the collection/bundle. Such mechanism shall be applied to all content, including the Author's, used in the said collection/bundle.

18 COPYRIGHT INFRINGEMENT

- 18.1 If Cambridge considers that the copyright in the Work has been or is likely to be infringed it may take such steps as it considers necessary for dealing with the matter and shall be entitled to use the Author's name as a party to any proceedings, but at the same time to control, settle or compromise as it sees fit. Any damages received in respect of any infringement of copyright shall, after deduction of all costs and expenses, be divided equally between the Author and Cambridge.

19 REMAINDERING

- 19.1 Cambridge may dispose of by sale (at the best obtainable price) or otherwise the residue or part of the residue of any edition after not less than 2 years from first publication.

20 TERM AND TERMINATION

- 20.1 This Agreement shall remain in force for the Term unless terminated earlier by the written mutual consent of the Parties.
- 20.2 Either Party may terminate this Agreement with immediate effect if the other Party commits a material or persistent breach of a material term of this Agreement not capable of remedy or, if it is capable of remedy, has not been remedied within 30 days of the service of written notice by the non-breaching Party specifying the breach and requiring it to be remedied.
- 20.3 Cambridge may terminate this Agreement with immediate effect if the Author acts or is alleged to have acted in a manner that could materially injure Cambridge's reputation or jeopardise the success of the Work.
- 20.4 Upon termination of this Agreement, for any reason:
- 20.4.1 Cambridge shall cease to have any liability towards the Author save as expressly provided by this Clause;
 - 20.4.2 the Author shall deliver to Cambridge, within seven days of termination, all documents or materials belonging to Cambridge in the Author's possession, custody or control; and
 - 20.4.3 Cambridge shall remove the Work from sale within a commercially-reasonable period of time.
- 20.5 All sums payable to the Author under the terms of this Agreement from sales of the Work up to the time of termination of this Agreement and until the Work is removed from sale, pursuant to Clause 20.4.3 above, shall continue to be paid to the Author.
- 20.6 Termination of the Agreement shall not affect such of its provisions as are expressed to survive termination, or any right of action already accrued to either Party.

21 DEATH OF THE AUTHOR

- 21.1 Should the Author be prevented by death from completing the Work, Cambridge may, at its election and with the consent of the Author's Estate:
- 21.1.1 entrust the completion of the Work to a third-party, whom Cambridge shall remunerate at its sole discretion, and publish the Work, acknowledging the Author as appropriate; or
 - 21.1.2 in the event that the Author's Estate does not consent to Clause 21.1.1 above, Cambridge may terminate this Agreement by notice in writing, without liability for any payment to the Author's Estate, and return all rights in any submitted Components of the Work back to the Author's Estate.
- 21.2 In the event of Cambridge electing to publish the Work as described in Clause 21.1 above, the Author's Estate shall, as soon as is practicable, deliver to Cambridge all scripts, drafts, writings, Proofs, and any other material whatsoever related to the Work that the Author had in its possession, custody or control at the time of his or her death or incapacity.
- 21.3 In the event of Cambridge electing to publish the Work as described in Clause 21.1 above, or should the Author pass away *after* publication of the Work, all Royalties due to the Author under the terms of this Agreement shall be paid to the Author's nominated

representative or the Author's Estate, subject to the remuneration by Cambridge of any third-party appointed under Clause 21.1 above and to the Author's Estate providing the appropriate legal documentation requested by Cambridge.

22 CONFIDENTIALITY

- 22.1 The Author undertakes that the Author shall not at any time during this Agreement, and for a period of five years after its termination, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Cambridge (including the terms of this Agreement, market research information, marketing and editorial plans for the Work and projected sales for the Work) except as permitted by Clause 22.2 below.
- 22.2 The Author may disclose Cambridge's confidential information:
- 22.2.1 to the Author's representatives or advisers who need to know such information for the purposes of ensuring that the Author's obligations under this Agreement are fulfilled. The Author shall ensure that any representatives or advisers to whom the Author discloses Cambridge's confidential information comply with terms similar to those of this Clause; and
 - 22.2.2 as required by law, court order or any governmental or regulatory authority.
- 22.3 The Author shall not use Cambridge's confidential information for any purpose other than to perform the Author's obligations under this Agreement.

23 FREEDOM OF INFORMATION

- 23.1 The Author acknowledges that Cambridge is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and agrees to assist and co-operate with Cambridge to enable Cambridge to comply with its FOIA requirements.
- 23.2 In responding to a request under FOIA, Cambridge shall be responsible for determining at its absolute discretion whether the information requested or any part of it is exempt from disclosure.
- 23.3 In no event shall the Author respond directly to a FOIA request on Cambridge's behalf without express written authority from Cambridge to do so.

24 ASSIGNMENT AND SUBCONTRACTING

- 24.1 The Author may not assign any of the Author's rights or obligations under this Agreement without the prior written consent of Cambridge.
- 24.2 Cambridge may sub-contract all or any of its obligations under this Agreement to a third-party in accordance with publishing industry practice without notifying or obtaining the consent of the Author.

25 NOTICES

- 25.1 Any notice given under this Agreement shall be in writing and may be served by post or email. Each Party's address for service shall be the address set out in this Agreement or such other address as specified by notice. A notice shall be deemed served 48 hours after it was posted, or, if it was served by email, at the time of sending if within normal business hours failing which the next business day, provided no transmission error is received.

26 INTERPRETATION

- 26.1 The following interpretations apply in this Agreement:
- 26.1.1 A reference to any Party includes that Party's personal representatives, successors and permitted assigns. In the case of the Author, the Author's personal representatives, successors or permitted assigns are defined as the 'Author's Estate'.
 - 26.1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 26.2 Any words following the terms "including", "include", "in particular", shall be deemed to be followed by the words "without limitation".

27 ENTIRE AGREEMENT

- 27.1 This Agreement contains the entire and only agreement between the Parties concerning its subject matter and supersedes any and all prior agreements, arrangements and understandings (whether written or oral) relating thereto. No addition to or modification of any provision of this Agreement shall be binding unless it is in writing and signed on behalf of the Parties.

28 BRIBERY AND CORRUPTION

- 28.1 The Author understands that Cambridge acts in accordance with the UK Bribery Act 2010 and other applicable anti-bribery laws in the jurisdictions in which it operates. The Author warrants that the Author shall not engage in any activity, practice or conduct in relation to the Author's performance under this Agreement which would constitute an offence under any applicable law or regulation relating to anti-bribery and corruption. The Author agrees to promptly notify Cambridge of any suspected or known breach of this Clause.

29 DATA PROTECTION

- 29.1 The Author hereby consents to all processing of the Author's personal data by Cambridge (in accordance with Cambridge's Privacy Policy (www.cambridge.org/policy/privacy/) as revised from time to time) in connection with the administration and publication of the Work, including any transfer of personal data to Cambridge's offices throughout the world, including those outside the

European Economic Area, in order for Cambridge to fulfil its obligations under this Agreement. This Clause shall survive termination of this Agreement.

30 CONFLICT OF INTEREST

30.1 The Author warrants that the Author knows of no real or apparent conflict of interest that may arise as a result of the Author's acceptance of the terms of this Agreement. A conflict of interest exists if an interest (financial or otherwise) exerts or appears to exert undue influence on the Author's ability to perform its obligations under this Agreement in an objective way. The Author agrees that the Author shall contact Cambridge if the Author has any conflicts of interest to disclose at present and if any conflicts during the Term.

31 SEVERANCE

31.1 If any provision of this Agreement is prohibited by law or adjudged by a court to be unlawful, void or unenforceable it shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement and shall not in any way affect any other circumstances of, or the validity or enforcement of, this Agreement.

32 THIRD-PARTY RIGHTS

32.1 No one other than a Party to this Agreement shall have any right to enforce any of its terms.

33 FORCE MAJEURE

33.1 Neither Party shall be liable for any default or delay in performing its obligations under this Agreement if such failure is caused by natural disaster, accident, war, civil disorder, strike or any other cause beyond the Party's reasonable control.

34 NO EMPLOYMENT

34.1 The Author is in business on the Author's own account, is not an employee of Cambridge and shall be responsible for all income and/or corporate tax liabilities and/or national insurance or similar contributions in respect of any sum paid by Cambridge under this Agreement, including any interest and/or penalties in respect thereof. The Author is not entitled to any salary or other benefit from Cambridge including but not limited to holiday, sick, pension, redundancy or parental leave payments.

35 DISPUTE RESOLUTION AND GOVERNING LAW

35.1 If any dispute arises between the Author and Cambridge in connection with this Agreement, then the Parties shall attempt in good faith to settle it, in the first instance, through negotiation.

35.2 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be interpreted in all respects in accordance with the laws of England and Wales and each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim, which cannot first be settled by negotiation, arising out of or in connection with this Agreement (including non-contractual disputes or claims).

36 COUNTERPART SIGNATURES

36.1 This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be a duplicate original, but all of which, taken together, shall constitute one and the same agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt, not just a signature page) by (a) post or (b) email (in high-resolution print or electronic PDF / JPEG format) shall effect a delivery of an executed counterpart of this Agreement. The agreement shall not take effect until each Party has executed and delivered its counterpart to Cambridge.

SIGNED: Michael Coppedge
Michael Coppedge

SIGNED: William H. Lindberg
William H. Lindberg

SIGNED: Baro Terasaki
Baro Terasaki

SIGNED: Brighter Stefan
Brighter Stefan

SIGNED: John Gerring
John Gerring

SIGNED: Sven-Erik Skarving
Sven-Erik Skarving

SIGNED: Daniel Pentecost
Daniel Pentecost