



## TRANSLATION LICENCE AGREEMENT

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**Major Incident Medical Management and Support: The Practical Approach at the Scene, 4th Edition (9781119634669)**  
**by Advanced Life Support Group (ALSG), Tony Gleeson and Kevin Mackway-Jones**

(the "Work")
    - (ii) To print, publish, market, distribute and sell the Translation in volume form in the following territory(ies): **World.** (the "Territory").
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3. The Publisher shall, at its own expense, prepare, print and publish the Translation no later than **24 months** from the date of this Agreement. On or before the date of first publication, Publisher shall notify Wiley of publication and provide to Wiley the number of copies of the Translation printed and Publisher's catalog retail price, and shall provide Wiley with the url of the Translation on Publisher's website. Wiley will be entitled to purchase copies of the Translation for its own use at the lowest trade terms or the unit cost to the Publisher, whichever is lower, plus shipping. If the Publisher fails to comply with any of the provisions of Paragraph 3, the rights herein granted to the Publisher shall revert to Wiley upon Wiley's written notice to the Publisher. This Agreement shall terminate upon such notice, and Wiley shall be entitled to retain any payments received from the Publisher up to such date.
4. In consideration of the rights herein granted, the Publisher shall make the following non-returnable and non-transferable payments to Wiley in **Pounds Sterling** to the above address:

**Flat Fee: GBP 3,000.00**

**Payable: Due on Signing.**

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- (b) Intentionally omitted
- (c) The Publisher shall maintain accurate books and records pertaining to the Translation, including without limitation, information relating to sub-licences. Wiley shall have the right on reasonable notice to examine the Publisher's relevant books and records in order to verify such accounts. If any such inspection or audit amounts owed to Wiley are more than the amount actually paid, the Publisher shall immediately pay any deficiency. In addition, if such deficiency is five (5) percent or more, the Publisher shall immediately pay Wiley the costs Wiley incurs in connection with the inspection or audit including, without limitation, attorney and accountant fees and costs.
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- (e) Should any of the advance and royalty payments detailed in this Agreement be three months overdue, Wiley shall be entitled to terminate this Agreement immediately by notice in writing to the Publisher and all rights shall revert to Wiley.
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7. The Publisher shall defend, indemnify hold harmless Wiley and its successors and assigns from any claim of whatsoever nature arising from the preparation, printing, publication and sale of the Translation or from the exercise of any other rights granted herein, except for any claim of copyright infringement in respect of the original Work.
8. The Publisher shall promptly notify Wiley in the event that the Publisher becomes aware of any infringement of the proprietary rights in the Translation or the original Work, including but not limited to the existence of any pirated translation or other edition, any unauthorized copies or any other alleged or potential infringement. Wiley shall have the sole and exclusive right, but not the obligation, to pursue a claim for any such infringement in such manner as it deems appropriate, and the Publisher agrees to reasonably cooperate with Wiley in connection therewith.
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- (c) Upon expiration or termination of this Agreement pursuant to this Clause, the Publisher's right to manufacture additional copies of the Translation shall terminate and all rights shall revert to Wiley subject to any licences previously granted and validly entered into by the Publisher with third parties ("Third Party Licences"); provided however, that the Publisher shall have the right to continue to distribute, advertise and sell copies of the Translation then existing, subject to the Publisher's royalty obligations in respect thereof, for a period of one (1) year from the date of such expiry or termination, unless termination is by reason of the Publisher's breach, in which case the Publisher shall discontinue distribution, advertisement and sales of the Translation immediately.
10. The Publisher shall not remainder copies of the Print Translation at or below cost within a period of four years from the date of the Publisher's first publication of the Translation.
11. This Agreement shall not become effective unless an executed copy thereof and the advance payment specified above are received by Wiley not later than **February 9, 2025**.
12. (a) The Publisher shall not assign, transfer or in any way encumber this Agreement or the Publisher's rights and obligations hereunder without Wiley's prior written consent.

(b) If the Publisher is acquired by another publishing company then this Agreement shall immediately terminate. Upon such termination, all rights shall automatically revert to Wiley, subject to any Third Party Licences and Wiley shall have the right to acquire the Publisher's remaining inventory

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and printing plates or electronic files for a price equating to the Publisher's origination costs for such material, and all other materials and rights related to the Publisher's Translation for a mutually agreed upon price.

13. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and may not be modified except by an instrument in writing signed by both Wiley and the Publisher. Nothing in the Agreement shall limit either party's liability for fraudulent misrepresentation. Failure by either party to enforce any term of this Agreement will not constitute a waiver of that term or of that party's rights subsequently to enforce any term of the Agreement.
14. The Publisher shall promptly inform Wiley if it moves from its current premises and shall give full details of its new address, e-mail, telephone and fax numbers.
15. Neither party shall incur any liability to the other for delay in performing its duties under this Agreement as a result of a force majeure event. A force majeure event shall mean any event beyond the reasonable control of either party, including (but not limited to) illness of staff, Acts of God, civil disturbance, strikes or other industrial action, war or governmental advice.
16. This Agreement will be governed by English Law as if made and wholly performed in England and the parties agree to submit to the exclusive jurisdiction of the English Courts.
17. The flat fee payable in paragraph 4 is to be paid in consideration of Licensees printing of 1500 copies per volume. Publisher shall not print more than 1500 copies per volume without approval from Wiley. The fee to be paid for future printings shall be subject to negotiation. The fee specified has been calculated on the basis of the print run and sale price that the Publisher has notified to Wiley.

**WILEY:**

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DocuSigned by:  
*Lori Cambria*  
6F1633F911804E0...

DATE:

An authorised officer  
For and on behalf of  
John Wiley & Sons Limited

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*[Signature]*  
An authorised officer  
For and on behalf of  
Estonian Military Academy

DATE:

*20.01.2025*