



## TRANSLATION LICENCE AGREEMENT

**AGREEMENT** made this 10th day of January, 2025, between **John Wiley & Sons Limited (a company of John Wiley & Sons, Inc.)** whose registered office and principal place of business is at New Era House, 8 Oldlands Way, Bognor Regis, West Sussex PO22 9NQ, The United Kingdom ("Wiley") and **Estonian Military Academy, Estonian Defence Forces, Juhkentali 58, Tallinn 51004, ESTONIA** ("the Publisher").

1. (a) Wiley grants to the Publisher the following **exclusive** rights, subject to the terms hereof and subject further to any compulsory licence which may be granted pursuant to the laws of any nation:
    - (i) To prepare the **Estonian** translation (the "Translation") of:
 

**Major Incident Medical Management and Support: The Practical Approach in the Hospital, 2nd Edition (9781119501015)**  
by **Advanced Life Support Group (ALSG), Kevin Mackway-Jones and Simon Carley**

(the "Work")
    - (ii) To print, publish, market, distribute and sell the Translation in volume form in the following territory(ies): **World.** ( the "Territory").
    - (iii) To licence others to reprint the Translation for: the use of portions thereof in an anthology or other collective work; provided however, that any such licence shall be subject to Wiley's prior written approval in every case, which approval shall not be unreasonably withheld. All such licences shall expressly provide that they are subject to any restriction set forth therein, including but not limited to territorial restriction set forth above in section 1(a)(ii). All payments received by the Publisher for any such licence shall be divided equally between Publisher and Wiley except for first serial (pre-publication) which shall be divided: 60% to Wiley; 40% to the Publisher. The Publisher shall account to Wiley for such payments according to the schedule set forth in Paragraph 5 below.
  - (b) Nothing in this Agreement grants or confers any rights with regard to subsequent editions of the Work or any derivative work thereof.
  - (c) All rights now existing or which hereafter come into existence and which are not specifically granted to the Publisher in this Agreement are hereby reserved by Wiley.
  - (d) This grant of rights shall not apply to any text, illustrations or supplemental material from other sources that may be incorporated in the original Work. The Publisher shall be responsible for obtaining permission and paying fees to use such material in the Translation and appropriately acknowledging the use. Wiley may notify the Publisher in writing of any such material, but the publisher shall be treated as knowing that such material does not belong to Wiley where the work contains acknowledgements or other indications of third party owners. The Publisher may substitute therefor (with Wiley's prior written permission, which shall not be unreasonably withheld) other high-quality textual, illustrative or supplemental material for which the Publisher has obtained the necessary rights, and which is relevant and in all other ways suitable for incorporation in the Translation.
2. (a) The Publisher shall prepare a Translation that is complete and accurate, with such modifications of the original text as are necessary to achieve a competent and idiomatic translation without changing the meaning or otherwise materially altering the original text (unless Wiley has given its prior written permission for such alteration). The Translation shall include adequate indices and tables if they are a part of the original Work. The Publisher, if requested to do so, will submit the Translation to Wiley for approval prior to printing. Such approval will not be unreasonably withheld.
    - (b) The Translation will be generally comparable in quality and appearance to the original Work and unless otherwise agreed, shall be published **Hardcover and Softcover.**
    - (c) The Publisher may not include any advertisements within or on the cover of any copies of the Translation for any product or third party, or print the logo, trademark or colours of same, without first obtaining the written permission of Wiley.
  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 3,500.00**

**Payable: Due on Signing.**

**John Wiley & Sons Limited is a private limited company registered in England with registered office 841332.  
Registered office address: New Era House, 8 Oldlands Way, Bognor Regis, West Sussex PO22 9NQ, United Kingdom.**

5. (a) Intentionally omitted.  
(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.  
(d) Unless the Publisher is hereafter otherwise notified in writing, all payments, statements, accounts, publications, documents and notices which the Publisher is required to forward or deliver to Wiley pursuant to the terms of this Agreement shall be addressed to Wiley at the address specified above stated and marked for the attention of the Global Rights Department.  
(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.
6. The Publisher undertakes:
  - (a) To take all steps as may be necessary or appropriate to protect the copyright in the Translation under the laws of the countries in which the Translation is sold and to secure the benefits of copyright protection under all international copyright conventions and agreements that are available for such protection.
  - (b) To copyright the Translation in the name of the Publisher.
  - (c) To print on the title page, or on the reverse side thereof, in every copy of the Translation (and require its sub-licensees to print in each copy of such sub-licensees' product containing materials from the Translation) the following information or notices in the exact form provided herein or in such other form as Wiley shall notify to the Publisher from time to time: (i) the English language title of the original Work; (ii) any acknowledgments appearing in the original Work; (iii) the copyright notice appearing in the original Work; (iv) the following notice:

**All Rights Reserved. Authorised translation from the English language edition published by John Wiley & Sons Limited. Responsibility for the accuracy of the translation rests solely with Estonian Military Academy and is not the responsibility of John Wiley & Sons Limited. No part of this book may be reproduced in any form without the written permission of the original copyright holder, John Wiley & Sons Limited.**
  - (d) To give due prominence to the name(s) of the author(s) on the title page and on the binding of every copy of the Translation and in all advertisements for the Translation, and shall require its permitted licensees to do the same.
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.
9. (a) The term of this agreement shall be **7 years** from the date hereof ("Term"). Unless terminated sooner as provided herein, this Agreement shall terminate automatically at the expiration of the Term, without further notice. Renewal of this Agreement shall be subject to negotiation and a separate agreement.  
(b) The Publisher shall notify Wiley immediately, in writing, in the event the Print Translation goes out of print. If the Publisher fails to reprint within six months after the Print Translation goes out of print (that is to say when less than two hundred copies remain in stock in the warehouse), or if the Publisher should be declared bankrupt or become insolvent or if it should violate any of the terms of this Agreement and not rectify such violation within 30 days following receipt of written notice from Wiley to do so, all rights herein granted to the Publisher shall revert to Wiley and this Agreement shall forthwith terminate, without prejudice, however, to any claims which Wiley may have against the Publisher.  
(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  
**John Wiley & Sons Limited is a private limited company registered in England with registered number 641132.**  
**Registered office address: New Era House, 8 Oldlands Way, Bognor Regis, West Sussex PO22 9NQ, England.**

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:**

DocuSigned by:  
*Lori Cambria*  
6F1633F911004D0...

SIGNED BY:

DATE:

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

**PUBLISHER:**



SIGNED BY:

DATE:

An authorised officer  
For and on behalf of  
Estonian Military Academy

*28.01.2025*