

## MEMORANDUM OF AGREEMENT

made this 18th day of February 2015

between

**Professor Marco A Marini**, Department of Computer, Control and Management Engineering, Sapienza Università di Roma, Via Ariosto, 25, 00185 Roma, Italy and **Professor Luis Corchón**, Department of Economics, Universidad Carlos III de Madrid, C./ Madrid, 126, 28903 Getafe, Madrid, Spain.

(hereinafter called "The Editor", which expression shall where the context admits include the Editor's executors administrators and assigns) of the one part and **EDWARD ELGAR PUBLISHING LIMITED** of The Lypiatts, 15 Lansdown Road, Cheltenham, Gloucestershire, GL50 2JA (hereinafter called "The Publisher", which expression shall where the context admits include the Publisher's executors, and assigns or successors in business as the case may be) of the other part.

WHEREBY it is mutually agreed between the parties hereto as follows:-

### 1. GRANT AND DELIVERY

The Editor hereby grants the Publisher the sole and exclusive right and licence to produce and publish in all languages, editions, in both printed and electronic form, in whole or in part, and in any media now known or later developed, throughout the world for the legal term of copyright a Work now entitled:-

### **HANDBOOK OF GAME THEORY AND INDUSTRIAL ORGANIZATION**

### 2. DELIVERY AND ACCEPTANCE

2.1 The Editor undertakes to deliver to the Publisher by **31<sup>st</sup> December 2016**:

2.1.1 The final and complete Work consisting of approximately 200,000 words, and not more than 250,000 words, to include figures, illustrations, tables, notes and references (allowing 500 words for each figure or illustration and 300 words for each table included) as a digital copy in MS Word format. The Editor's Word files will be prepared in accordance with the instructions provided by the Publisher;

2.1.2 Any diagrams, charts, illustrations and maps in a form suitable for reproduction by the Publisher;

2.1.3 Preliminary pages and end matter including a table of contents, endnotes and bibliography.

2.2 Should the Editor neglect to deliver the typescript by the prescribed date, the Publisher may either extend the time in writing or terminate this Agreement, whereby the Editor will be obliged to return any monies which may have been advanced to him under this Agreement.

2.3 It is the Editor's responsibility to undertake a thorough review process for the chapters accepted for publication in the Work. If the Editor submits a manuscript which, in the opinion of the Publisher, does not meet the standard envisaged at the date of this Agreement, in both form and content, the Publisher may, if he thinks fit, decline to publish the Work in which case this Agreement shall be terminated, and the Editor will be obliged to return any monies which may have been advanced to him under this Agreement, or as a condition of acceptance of the Work the Publisher shall require the Editor to make amendments to the Work to ensure that it does meet the standard envisaged.

2.4 The Publisher reserves the right to alter or insist that the Editor alters the text of the Work in such a way as may appear to the Publisher appropriate for the purpose of removing or amending any passage which on the advice of the Publisher's legal advisers may be considered objectionable or likely to be actionable at law without affecting the Editor's liability under Clause 3.2 hereof in respect of any passage not so removed or amended.

2.5 In the event that the final and complete typescript of the Work is longer than specified in Clause 2.1.1, the Publisher is free either to reduce the royalties specified in Clause 7 or to require that the Editor reduce the length of the text accordingly.

2.6 The Editor shall not be entitled to make any substantive changes or revisions to the Work once it is in the course of production, save for changes indicated by the copy-editor, or correcting errors that may have been introduced during the typesetting stage.

2.7 The index shall be supplied by the Publisher.

2.8 The Editor is responsible for obtaining from the owners of any material in the Work, of which the copyright is not owned by him or his contributing authors, written permission for the use of such material in all forms, including printed and electronic. The written record of all transactions and agreements regarding copyright permissions will be maintained in good order by the Editor and transmitted, in complete form, to the Publisher upon his request.

2.9 The Editor undertakes to read and check the copy-edited manuscript and proofs of the Work and to return them to the Publisher within twenty-one days of their receipt. The Editor also undertakes to submit the copy-edited chapters and proofs of their chapters to the contributing authors for approval and to bear the amount, if any, by which the costs of any alterations, other than typesetter's errors, exceeds ten per cent of the cost of composition.

2.10 When requested to do so, the Editor will supply a description of the Work of between 100-300 words at any time prior to publication and for the purpose of promotion and advertisement.

2.11 The Publisher shall not be responsible for any accidental loss or damage to the editorial matter, including illustrations and other materials, by fire or otherwise, while it is in his custody, or in the course of production.

### **3. EDITOR'S WARRANTY**

3.1 The Editor hereby warrants to the Publisher that:

3.1.1 The Editor is the sole legal owner of the copyright in the Work, and has the right and power to make this Agreement;

3.1.2 The Work is an original Work and will in no way whatever give rise to a violation of any existing copyright or a breach of any existing agreement;

3.1.3 The Work contains nothing defamatory or libellous and all statements contained therein purporting to be facts are true.

3.2 The Editor will indemnify the Publisher against any loss, injury or damage (including any legal costs or expenses and any compensation costs and disbursements paid by the Publisher on the advice of the Publisher's legal advisers to compromise or settle any claim) arising out of any breach or alleged breach of the foregoing warranties.

3.3 The foregoing warranties and indemnity shall survive the termination of this Agreement.

### **4. PUBLICATION**

4.1 Save as hereby otherwise provided, the Publisher shall, unless prevented by war, strikes, lock-outs or other circumstances beyond his control, produce, publish and advertise the Work at his own risk and expense.

4.2 The Publisher shall have entire control of the publication and the paper, printing, binding, jacket and embellishments, the style and time of production, the manner and extent of advertisement, the number and distribution of free copies for the Press or otherwise, and the price and terms of sale of the first or any subsequent edition, shall be in his sole discretion.

4.3 The Publisher agrees to consult with the Editor over the content of the book cover.

### **5. COPYRIGHT AND INFRINGEMENT**

5.1 The Publisher agrees to assert the rights of the Editor and contributing authors to be identified as the Editor of the Work and authors of their contributions, respectively, in accordance with sections 77 and 78 of the Copyright Designs and Patents Act 1988.

5.2 In the that event the copyright is infringed, the parties may agree jointly to bring suit, and in such event the expenses and recovery shall be divided equally between the parties. In the event only one of the parties shall bring suit he shall do so at his own expense and be entitled to the entire recovery; and the other party agrees to cooperate, but without expense to him.

5.3 The Editor agrees to furnish the Publisher promptly with any authorisation or documentation necessary to carry out these provisions and to arrange separate letters of agreement with the contributors to cover assignment of copyright in each contribution to the Editor.

## 6. CONFLICTING WORKS

6.1 While the Work is in course of preparation or in current publication:

6.1.1 The Editor and contributing authors shall be entitled to use material written or compiled for the purposes of the Work in articles submitted to learned or professional journals, in papers presented at professional conferences and for professional purposes generally, provided that the Editor so advises the Publisher in advance and makes appropriate acknowledgement to the Work and the Publisher, but

6.1.2 The Editor shall not without the written consent of the Publisher edit any Work which might reasonably be considered by the Publisher to compete with or prejudice sales of the Work or the exploitation of any of the rights granted to the Publisher under this Agreement.

## 7. PAYMENTS

7.1 The Publisher agrees to remit to the Editor an advance against royalty earnings of €1,500 (Euros). The advance is payable upon publication. The Publisher agrees to remit to the Editor the following royalties or fees in respect of sales of the Work:

### PUBLISHER'S HARDBACK EDITION

7.2 On the net amount of all copies sold of any hardback edition of the Work: 5 per cent of the Publisher's net receipts on the first 500 copies, 7 ½ per cent on the next 500 copies and 10 per cent thereafter.

### PUBLISHER'S PAPERBACK EDITION

7.3 On the net amount of all copies sold of any paperback edition of the Work: 5 per cent of the Publisher's net receipts on the first 500 copies, 7 ½ per cent on the next 500 copies and 10 per cent thereafter.

### ELECTRONIC RIGHTS

7.4 Should the Publisher publish the Work (or any part thereof), or any adaptation or abridgement of the Work, or licence the Work in electronic form, by exercising their electronic publishing rights, the Publisher shall pay to the Editor a royalty based on the net sum received by the Publisher in respect of sales on the Work in whole or in part in electronic form. On the net amount of all sales of the Work in electronic form: 5 per cent of the Publisher's net receipts on the first £5,000 of net receipts and 7 ½ per cent thereafter.

## SUBSIDIARY RIGHTS

7.5 In consideration of the payment to the Editor of the applicable percentages of the Publisher's receipts listed below, the Editor grants to the Publisher the sole and exclusive right during the period of this Agreement to exercise and/or license others to exercise all of the Subsidiary Rights hereinafter following:

	RIGHTS	PAYMENTS DUE TO THE EDITOR IN RELATION TO THE EXERCISE OF THE SUBSIDIARY RIGHTS BY THIRD PARTIES (after tax)
7.5.1	<i>Anthology and Quotation Rights</i>  (i.e., the right to publish in book form extracts from the Work, including all original maps, plans or other illustrations supplied by the Editor).	Fifty per cent
7.5.2	<i>Book Club Rights</i>  (i.e., the right to license the Work to Book Clubs and similar organisations on a separate royalty basis).	Fifty per cent
7.5.3	Reprint in book form  (Including full length, condensed or abridged versions, being the right to license a reprint of the Work to another publisher).	Fifty per cent
7.5.4	<i>Translation Rights</i>  (i.e., the right to translate and publish the Work in languages other than English).	Zero per cent
7.5.5	<i>Online Preview Rights</i>  (i.e., the right to license the use of the Work in its entirety in online Electronic Form (free of charge to users) in search engines providing users with search functionality and limited access and display rights.)	Zero per cent

## **8. FREE COPIES**

No royalties shall be paid in respect of the following:

8.1 Copies of the Work presented to the Editor or to others or to the Press or deposited for copyright purposes, or presented as trade samples.

8.2 Copies of the Work destroyed by fire, water, enemy action or in transit, or otherwise.

8.3 Copies of the Work sold at or below the costs of production or sold to the Editor, or to a third party at his direction, at a special price agreed with the Publisher.

## **9. EDITOR'S COPIES**

9.1 The Editor shall be entitled to receive on publication 10 (5 each) gratuitous copies of the first edition of the Work. The Editor shall also be entitled to receive 10 (5 each) gratuitous copies of any subsequent paperback edition of the Work.

9.2 The Editor shall have the right to purchase his own Work and other titles on the publisher's list for personal use but not for re-sale with a 50% discount off the published price, provided that payment is made with order. There will be a separate handling charge to include the cost of postage and packing.

9.3 The Publisher agrees to send two complimentary copies of the Work to each of the contributing authors.

## **10. ACCOUNTING AND TAX**

10.1 The Publisher shall render the account of the said Work annually as at June 30th, and all monies due to the Editor shall be paid to him within three months of the said accounting date provided, however, that no account need be submitted unless specially demanded nor payment made in respect of each year in which the sum due is less than £50, in which case the amount will be carried forward to the next accounting date.

10.2 The Publisher may deduct from any amount due to the Editor under this Agreement, any sum that the Publisher is or may be under statutory obligation to deduct in respect of any tax, duty, or other similar levy.

10.3 All sums due to the Editor hereunder are exclusive of Value Added Tax (VAT), which shall, where applicable, be paid in addition at the rate in force at the time of payment. Should the Editor neglect to provide details of the Editor's VAT registration number, the Publisher shall not pay VAT on any sums due to the Editor under this Agreement.

## **11. REMAINDER**

If the Work ceases to have a remunerative sale the Publisher shall be entitled to sell any surplus stock as a remainder at the best price such remainder stock will fetch.

## **12. OUT OF PRINT**

12.1 If the Work shall become out of print and not be available in any edition, including electronic editions, issued by the Publisher or authorised by him, the Editor may give nine months' notice in writing to the Publisher to reissue or reprint the Work.

12.2 In the event of the Publisher's failure to comply with such notice other than through circumstances beyond his control, all the Publisher's rights in the Work shall upon expiration of the said notice terminate without prejudice to all rights of the Publisher or any third party in respect of any Agreement properly entered into by the Publisher hereunder with any such party provided that the Editor shall refund to the Publisher any advance payment as yet unearned made in accordance with Clause 7 hereof. The Editor's requirement that the Work be reprinted shall be regarded as satisfied if at the time of the Editor's giving notice the Publisher has sub-leased rights for an edition scheduled for publication within twelve months of such notice being given.

## **13. TERMINATION**

If the Publisher at any time by himself or anyone acting on his behalf wilfully fails to fulfil or comply with any of the conditions accepted by him in this Agreement within one month after written notification from the Editor of such failure, or should the Publisher go into liquidation, other than voluntary liquidation for purposes of reconstruction, this Agreement shall thereupon terminate and the Editor shall be free to licence any other person to print and publish the editorial matter, notwithstanding anything to the contrary contained or implied in any part of this Agreement but without prejudice to all rights of the Publisher and any third party in respect of any Agreement properly entered into by the Publisher hereunder with any such party.

## **14. LAW AND ARBITRATION**

This Agreement is governed by the law of England and Wales. If any difference shall arise between the Editor and the Publisher touching the meaning of this Agreement or the rights and the liabilities of the parties thereto, the same shall be referred to the arbitration of two persons (one to be named by each party) or their mutually agreed umpire in accordance with the provision of the Arbitration Act, 1996, or any amending or substituted statute for the time being in force.

## **15. PAPERBACK EDITION**

The Publisher undertakes to publish a paperback edition of the Work 18 – 24 months after publication of the hardcover edition.

SIGNATURE OF CONTRACT

If this Agreement is not signed by both parties within twelve weeks of the date of the Agreement, this Agreement shall be considered null and void.

The terms set out in this document represent the complete agreement between the parties and may not be altered save by an agreement in writing and signed by or on behalf of the parties.

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(Edward Elgar Publishing Limited)



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**Luis C. Corchón, Marco A. Marini**  
**HANDBOOK OF GAME THEORY AND INDUSTRIAL ORGANIZATION, Edward Elgar**

*Foreword, Eric Maskin*

1. *Introduction, Luis Corchon, Marco Marini*

**PART I – BASIC GAMES IN INDUSTRIAL ORGANIZATION**

2. *Strategic complementarities in oligopoly, Xavier Vives*
3. *Existence and comparative statics in Cournot and Bertrand oligopoly: A survey, Rabah Amir*
4. *Aggregative games, Martin Kaae Jensen*
5. *Monopolistic competition with no apology, Jacques Thisse, Philip Ushchev*
6. *Oligopoly and product differentiation, Jean Gabszewicz, Ornella Tarola*
7. *Oligopolistic competition and welfare, Robert A. Ritz*
8. *Contest theory: a survey, Luis Corchón, Marco Serena*

**PART II - DYNAMIC GAMES IN INDUSTRIAL ORGANIZATION**

9. *Dynamic games, Klaus Ritzberger*
10. *Stackelberg games, Ludovic Julien*
11. *Entry games and free entry equilibria, Michele Polo*
12. *Learning, Amparo Urbano*
13. *Evolutionary oligopoly games with heterogeneous adaptive players, Gian Italo Bischi, Fabio Lamantia, Davide Radi*
14. *Differential oligopoly games in environment and resource economics, Luca Lambertini*
15. *Endogenous timing in contests, Magnus Hoffmann, Grégoire Rota-Preziosi*

**PART III - INFORMATION AND SEARCH**

16. *Trading under asymmetric information: positive and normative implications, Andrea Attar, Claude D'Aspremont*
17. *Information sharing in oligopoly, Sergio Currarini, Francesco Feri*
18. *Moral hazard: Base models and two extensions, Inés Macho-Staedler, David Pérez-Castrillo*
19. *Firm pricing with consumer search, Simon Anderson, Regis Renault*

**PART IV – COLLUSION AND MERGERS**

20. *Coalitions and networks in oligopolies, Francis Bloch*
21. *TU oligopoly games and industrial cooperation, Jingang Zhao*
22. *Horizontal mergers in oligopoly, Ramon Faulí-Oller, Joel Sandonis*
23. *Collusive agreements in vertically differentiated markets, Marco Marini*
24. *Cartels and leniency: Taking stock of what we learnt, Catarina Marvao, Giancarlo Spagnolo*
25. *Coordinated effects in merger cases, Natalia Fabra, Massimo Motta*

**PART IV – SPECIAL TOPICS**

26. *Strategic delegation in oligopoly, Michael Kopel, Mario Pezzino*
27. *Market structure, liability, and product safety, Andrew Daughety, Jennifer Reinganum*
28. *Platforms and network effects, Paul Belleflamme, Martin Peitz*
29. *Auctions, Angel Hernando-Veciana*
30. *Intellectual property, Miguel González-Maestre*
31. *Healthcare and health insurance markets, Pau Olivella*
32. *The microeconomics of corruption. A review of thirty years of research, Roberto Burguet, Juan-José Ganuza, Jose Garcia Montalvo*
33. *Experimental industrial organization, Jordi Brandts, Jan Potters*
34. *Empirical models of firms' R&D, Andres Barge-Gil, Elena Huergo, Alberto López, Lourdes Moreno*