



Becky Wallace <bwallace@depauw.edu>

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## Faculty Fellowship Application Form Submission

1 message

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Wed, Oct 5, 2016 at 1:57 PM

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### DePauw University E-mail Submission

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## Faculty Fellowship Application Form Submission

### Faculty Member's Name

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First: Mona Last: Bhan ✓

### Campus Address

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218 Asbury Hall

### Campus Phone

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1025

### Title of Project

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No River, No Country: Environmental Rights and Resource Sovereignty in Occupied Territories

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**List all FDC, Dean's and/or external awards you currently hold; describe their relationship to your project, and give expected completion/reporting dates for all outstanding awards.**

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NA

**If you are using human or animal subjects in your research, please upload evidence of (or a plan for obtaining) IACUC or IRB approval.**

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**DePauw University**  
P.O. Box 37  
Greencastle IN 46135-0037  
Phone (765) 658-4800

## **Abstract**

During my Faculty Fellowship, I will transcribe thirty unstructured interviews and write two book chapters, based on my year-long ethnographic fieldwork in the contested Himalayan region of Kashmir. In my larger book manuscript entitled “No River, No Country: Environmental Rights and Resource Sovereignty in Occupied Territories,” I examine the socioeconomic and political impacts of the 330 MW Kishanganga dam, which India is building on the contested waters of the Indus river basin. Sometimes dubbed as Asia’s “nuclear flashpoint,” Kashmir is home to a two-decade long rebellion against Indian rule and a continued source of dispute between India and Pakistan. In a context, where India and Pakistan have fought three wars over Kashmir, the Kishanganga dam has intensified fears of a transboundary water war in addition to impacting the abilities of riverine communities to sustain their homes, resources, and livelihoods. In my book, I will focus on the recent efforts of village communities and environmental NGOs to oppose the construction of the dam, teasing out why their struggle for resource and economic sovereignty has remained divorced from questions of Kashmir’s political status within the Indian union. My research shows how the dissonances between human rights work, environmental activism, and the pro-freedom movement in Kashmir prevents multiple actors — such as lawyers, environmental activists, villagers, political analysts, and scholars — from envisioning a future in which environmental and political rights or economic and resource sovereignty are seen as entangled and mutually inclusive.

The book will draw from a range of primary sources – ethnographic data collected during long-term participant observation, structured and unstructured interviews, life histories and case studies, as well as legal, corporate, and government documents – to analyze ongoing mobilizations around resource use, regulation, and control in a disputed territory.

## **Project Overview**

In my book-length project, entitled “No River, No Country: Environmental Rights and Resource Sovereignty in Occupied Territories,” I analyze the contested relationship between human rights frameworks and environmental rights and activism in the disputed Himalayan state of Jammu and Kashmir. After four inconclusive wars, and a decade-long armed rebellion for Kashmir’s freedom, during which more than 100,000 civilians were killed, tortured, or disappeared by the Indian military, India and Pakistan continue to claim sovereignty over the contested territory. In recent years, however, their attention has shifted to fighting water wars in which Pakistan, a lower riparian country, blames India for deliberately triggering floods and droughts by manipulating the shared waters of the Indus river system through investments in strategic hydropower dams. Many political analysts call these dams India’s “water bombs” (Umar 2011). Thus, while the armed rebellion subsided in the early 2000s, Kashmiri human and environmental rights violations have continued unabated, even during periods of “enforced calm,” in which the Indian state has routinely killed or disappeared people, and used Kashmiri resources such as pasturelands, glaciers, land, lakes, and rivers to build and reinforce military installations, construct strategic dams and hydropower plants, and open high-altitude warfare schools.

While several human rights organizations — such as the Jammu and Kashmir Civil Society Coalition and Amnesty International India, among others — have actively documented the litany of human-rights abuses against Kashmiri civilians, they have not treated environmental rights as a significant component of human rights. At the same time, environmental activists, lawyers, and civic-bodies working on environmental issues in Kashmir seem largely detached from political conversations through which an explicit connection between human and environmental rights or territorial and environmental sovereignty could be drawn. Part of the reason environmental

“No River, No Country: Environmental Rights and Resource Sovereignty in Occupied Territories”

activism is divorced from human rights work or from larger anti-state politics is to ensure that environmental activists and organizations can protect their work from political interference.

My current project, based on three years of ethnographic work in the Kashmir region, focuses on the Indian state’s attempts to build a 330 MW hydroelectric dam on the Kishanganga river, a tributary of river Jhelum and a part of the contested Indus Water basin between India and Pakistan. In this project, I examine the complex relationships between human rights, environmental activism, and the larger politics of pro-freedom movement in Kashmir. In particular, I ask to what extent does anti-dam environmental activism engage with the disputed territoriality of Kashmir or the intense militarization of its land and resources? To what extent does this relationship allow or prevent multiple actors — human rights and environmental activists, scholars, lawyers, and political activists — from aligning around a vision for alternative political and environmental futures in which both environmental and the political right for “freedom” are seen as mutually inclusive? Is it even possible to speak about environmental destruction or, more broadly, about human and environmental rights without specifying the nature of Indian rule and sovereignty in Kashmir? And, finally, how might environmental activism be used to generate an anti-occupational politics that does not inadvertently legitimize Indian sovereignty or a greater militarization of land and resources in Kashmir?

In recent years, there has been a concerted global movement to declare environmental rights as human rights (see [UNEP.org](http://UNEP.org)) and acknowledge the grave consequences of wars and conflict for human and environmental health. With a greater recognition of the long-lasting impacts of wars and conflict on the environment, there are several ongoing deliberations to expand International Humanitarian Law to explicitly address environment-related destruction. Some legal scholars claim that it is in part the “imprecise and stringent thresholds” of Geneva Conventions and

## “No River, No Country: Environmental Rights and Resource Sovereignty in Occupied Territories”

International Humanitarian Law that makes it difficult to ensure environmental protection during times of war or conflict (Mrema and Bruch 2009: 4). Although statutes that “regulate the means and methods of warfare” offer indirect protection to the environment, there is a greater push to “clarify, codify, and expand” the existing body of International Humanitarian Law and even establish a permanent UN body to regulate environmental destruction and assess legitimate compensation for the aggrieved parties (ibid:6).

My project combines legal and anthropological insights to reframe human and environmental rights in occupied territories as political issues and not simply as rights’ violations that can be addressed within existing domains of state legality or territoriality. Using Kashmir as a case study, it builds upon and draws meaningful connections between an existing array of legal literature on human and environmental rights, international humanitarian law, and occupations to ask if political futures in occupied territories can be delinked from issues of economic and environmental sovereignty. More specifically, my project employs ethnographic insights and methods to examine: 1) the reasons for the prevailing disconnect between human and environmental rights in Kashmir even as international bodies acknowledge the interrelationship between human rights and environmental protection; 2) the lack of clear and implementable international laws to prevent environmental damage during warfare and how might this lacuna in international humanitarian law sanction, and even legitimize, a war on natural resources; and 3) finally, how in what ways might environmental activism end up reinforcing state sovereignty in a context where a majority of the population views the state as an occupier?

### **Data, Research, and Preparation**

I have conducted fourteen months of extensive field work in Kashmir since 2012 (spending eight months of my sabbatical year in the region) in which I used ethnographic methods of participant

“No River, No Country: Environmental Rights and Resource Sovereignty in Occupied Territories”

observation, unstructured interviews, oral histories, and case studies to document stories and narratives of displaced villagers whose homes and livelihoods will be submerged under the dam’s reservoir by the end of 2016. I conducted detailed observations of court hearings during which villagers demanded better compensation for the loss of their livelihoods and for dam-induced environmental destruction such as the “disappearance of glaciers, cooler temperatures, foggier weather, loss of their animals, and stunted crops.” In addition, I spent a large portion of my time working with human rights activists from the Jammu and Kashmir Civil Coalition Society, a key Human Rights organization in Kashmir, to understand their conceptualization of International Law of War and the ways it intersects with environmental issues, especially amidst India and Pakistan’s ongoing water wars over the contested waters of the Indus water system.

Based on my fieldwork in the summers of 2012, 2013, and 2014, I have published three peer-reviewed journal articles that examine the strategic dimensions of hydropower on the India-Pakistan border (*Biography* 2014), environmental activism as counterinsurgency warfare (*Critique of Anthropology*, forthcoming June 2017), and people’s conceptualizations of the relationship between hydropower and climate change (*South Atlantic Quarterly*, 2016). In addition, I coauthored my second monograph entitled *Climate without Nature: A Critical Anthropology of the Anthropocene* with Andrew Bauer, a former DePauw colleague, which has been accepted for publication by the Cambridge University Press. My third and most recent book will draw from the ethnographic data that I collected in Kashmir from January 2015 to April 2016. Unlike my previous publications, this book will focus on my extensive work with local human rights and environmental NGOs as well as lawyers and village activists to map the complex and evolving relationship between human and environmental rights activism in Kashmir. Over the time period

“No River, No Country: Environmental Rights and Resource Sovereignty in Occupied Territories”

of the fellowship and beyond, I plan to present my work at major anthropological and legal conferences as well as in area studies conferences in the US and elsewhere.

I am currently offering a FYS entitled *Cultures and Climate*, a course which I plan to develop as a 300-level course in next few years. In addition, based on my current research and writing interests, I also plan to develop a new course on *Wars, Climate change, and Global Environmental justice* which will complement and strengthen my earlier course offerings on the Anthropology of Development and Wars and Militarism, as well as contribute to DePauw’s ongoing initiatives to create environmentally conscious spaces and curriculum for rethinking notions of global citizenship, rights, and responsibility.

My previous research in Kashmir since 1999 resulted in a book in 2013, several peer-reviewed journal articles, and a forthcoming co-edited book for which I have signed a contract with the University of Pennsylvania Press. For the last few years, I have helped build the Kashmir Critical Studies Network, a forum dedicated to bringing together activists and academics working towards issues of social and political justice in Kashmir. In short, I am in a unique position to conduct this work, based on my personal and professional ties with Kashmir. This book is also a timely academic intervention on issues of environmental and political justice under repressive state regimes. India’s recent cross-border “surgical air strikes” and its announcement to revoke transboundary water-sharing treaties with Pakistan has devastating consequences for the entire subcontinent but the effects are particularly severe for riverine communities whose stories and struggles I plan to foreground in this book.



### **Timeline for the Fellowship**

**Year One:** For the first year of my faculty fellowship, I plan to transcribe and translate at least thirty interviews from my fieldwork between 2015-2016. A bulk of these interviews with villagers, environmental activists, human rights activists, and lawyers are either in Urdu or Kashmiri while some are in English. The product for this semester will consist of the transcriptions and a narrative report on how I will use this data to write two chapters of the book manuscript in the next two years.

**Year Two:** Using processed data from year One, I will work on a chapter of the book, tentatively entitled “Hydropower Imaginaries and Anti-State Politics,” which will focus on the ways in which Kashmiris view the ongoing contestations between India and Pakistan over disputed waters of the Kishanganga. More specifically, the chapter will analyze the ways in which hydropower serves to frame nationalist hopes and imaginaries in India and Pakistan, and will address questions such as: If and to what extent do these imaginaries include or exclude Kashmiri struggles for resource and territorial independence; how do pro-freedom activists and human rights activists envision the relationship between territorial statehood and resource sovereignty? In order to write this chapter, I will rely on my interviews with Kashmiri human rights and pro-freedom activists who have long been at the forefront of the Kashmiri political struggle for independence from Indian rule.

**Year Three:** The second chapter of the book, tentatively entitled “A Country without a River,” will combine data from earlier transcriptions with primary source data from legal, public, corporate, and government documents to map out the complex and deeply contested terrain of legal and environmental activism in Kashmir. More specifically, I will analyze the relationship between human and environmental rights and the ways these are conceptualized and practiced in situations of prolonged conflict such as Kashmir. The range of documents that I was able to collect

“No River, No Country: Environmental Rights and Resource Sovereignty in Occupied Territories”

during fieldwork from 2015-16 include a series of public petitions, state and corporate responses to these petitions, and government sponsored and NGO funded environmental assessment reports of the Kishanganga dam. In addition, I will also rely on interviews with villagers and environmental activists to analyze how and why people who raise issues of resource sovereignty distance themselves from the language of human rights or, more broadly, from Kashmir’s ongoing struggles for freedom and territorial sovereignty.

**Budget**

Olympus Transcription Device:	\$350.00
Books for research:	\$600.00
Total:	\$950.00



Becky Wallace <bwallace@depauw.edu>

**Faculty Fellowship Application Form Submission**

1 message

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To: bwallace@depauw.edu

Tue, Oct 4, 2016 at 8:41 PM

DePauw University E-mail Submission

**Faculty Fellowship Application Form Submission**

**Faculty Member's Name**

First: James Last: Wells ✓

**Campus Address**

105 Harrison Hall

**Campus Phone**

765.658.4055 or cell is 812.361.8832

**Title of Project**

The Need for Roots: Vergil's Eclogues and Georgics

**Please upload the four above items here in one document:**

<http://www.depauw.edu/admin/download/?fid=g3tUI8bJjGNSa5doqIFVgYBjpao%3D>

**List all FDC, Dean's and/or external awards you currently hold; describe their relationship to your project, and give expected completion/reporting dates for all outstanding awards.**

None.

**If you are using human or animal subjects in your research, please upload evidence of (or a plan for obtaining) IACUC or IRB approval.**

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DePauw University  
P.O. Box 37  
Greencastle IN 46135-0037  
Phone (765) 658-4800

TO: Faculty Development Committee

FROM: James Wells, Associate Professor of Classical Studies

DATE: October 4, 2016

SUBJECT: Faculty Fellowship Application

**Title of Project:** *The Need for Roots: Vergil's Eclogues and Georgics*

**Abstract of Project**

The Faculty Fellowship will support my work to produce a new verse translation of Vergil's (70–21 BCE) *Eclogues* and *Georgics* from their original Latin into English. The University of Wisconsin Press has granted an advance contract to publish in a single volume these translations of two works by ancient Rome's premier poet. Vergil's *Eclogues* is a collection of ten pastoral poems. Vergil represents his *Georgics* as a farming manual, albeit a highly artistic one. I am a certified master gardener and have completed a course on permaculture design. I thus bring to the work of translating Vergil's *Eclogues* and *Georgics* a perspective that draws upon environmental justice concerns, the food movement, and localism, as well as the creative investment a poet like myself would make to translate a poet's poet like Vergil.

**Description of the Project**

**The goal.** I propose to produce a translation of Vergil's (70–21 BCE) *Eclogues* and *Georgics* that will be accurate and in an artistic idiom informed by contemporary Anglophone poetry. As author of the epic poem the *Aeneid*, Vergil is ancient Rome's most well known poet. Vergil composed his *Eclogues* and *Georgics* prior to undertaking the *Aeneid*. Sophisticated literary allusions and complex design features characterize this earlier poetry. Many artists and writers have made the case that the *Eclogues* and *Georgics* offer the greatest poetry ever written. By undertaking this project, I am seeking to make this poetry available to audiences who do not know Latin. What sets my work apart from existing translations is the combination of my expertise in ancient languages, my established practice as an author of original poetry, and the environmental justice lens that I will bring to introducing Vergil's *Eclogues* and *Georgics* to contemporary readers. The primary audience that I have in mind for this project is the contemporary student. This translation of the *Eclogues* and *Georgics* will connect with this

audience more successfully than existing translations because I use contemporary language and contemporary poetic strategies. My book will include supplementary material: a general introduction to Vergil and his *Eclogues* and *Georgics* and an extensive notes section. This project requires both poetic craft and scholarship. Given the book's introduction and notes, this translation will be useful for undergraduate courses on ancient literature, Roman civilization, world literature, and environmental literature. I hope the project will also appeal to a number of specialist audiences, who may not have knowledge of Latin, including students and scholars of folklore, comparative literature, and history. Finally, to the extent that this translation succeeds as a poetic work, there will be an audience of creative writers. The University of Wisconsin Press has granted an advance contract to publish this translation (see Appendix).

**Plan for achieving the goal.** I bring to this project my experience as a scholar, translator, and published poet. Harvard University's Center for Hellenic Studies published my book *Pindar's Verbal Art: An Ethnographic Study of Epinician Style* (Center for Hellenic Studies, 2009). I am currently fulfilling a book contract for a translation of Pindar's victory songs with Bloomsbury Academic. I have published translations of individual Pindar poems: *Olympian 14* and *Pythian 7* in *The Connecticut Review*; *Pythian 12* in *The Greek Poets: From Homer to the Present*, edited by Peter Constantine, Edmund Keeley, and Rachel Hadas (New York: W.W. Norton and Company, 2009). I have published two poetry collections, *Bicycle* (Sheep Meadow Press, 2013) and *The Kazantzakis Guide to Greece* (Finishing Line Press, 2015), and have written two further poetry collections, *Pigeon Hill* and *Country of Mongrel*, for which I am currently seeking a publisher. I hope this record of scholarly and creative work demonstrates that I have the intellectual and creative skillsets required for my translation of Vergil's *Eclogues* and *Georgics*. The fact that I have a solid beginning on this translation ensures that I will complete

the project by the end of the period of the faculty fellowship. I have drafted translations for six of Vergil's 10 eclogues. My translation process includes intense philological work in which I make detailed notes about the original language text, from notes about unfamiliar vocabulary to notes about Vergil's allusions to literary works. I have completed this prewriting phase of work for all of the *Eclogues* and one-third of the *Georgics*. I further detail in the "Timeline" section (below) my plans for pursuing this project.

**Relationship between this project and my overall professional development plan. I**

have published research on the ancient Greek poet Pindar (518–438 BCE) and ancient Greek lyric poetry. Such research and my translation of Pindar may seem to contrast sharply with my interest in a translation of Vergil's *Eclogues* and *Georgics*. Central to my professional development plans is my aspiration to pursue scholarly and creative work that is ever more interdisciplinary. At the same time that I have pursued work on Pindar and Greek lyric poetry, I have written and published original poetry. With this project on Vergil I move further into the area of translation and for the first time into publication of work on Roman poetry. My translation of Vergil, then, presents an opportunity realize more fully my aim to pursue interdisciplinary scholarly and creative work, expanding my areas of expertise, as defined by publication, beyond Pindar and ancient Greek lyric poetry. Translation fits in a subfield of Classical Studies known as Classical Reception. Classical Reception is the study of how post-classical texts, art, film, ideas, and institutions appropriate or represent the cultural artifacts of ancient Greece and Rome. Although Classical Reception is not given in my Appendix B as an area of specialization, the original job posting for my position called for an applicant with "a Ph.D. in Classics with specialization in Greek lyric poetry and research interest in Classical Reception." Classical Reception directly influences courses that I have developed at DePauw, all

W or FYS courses: “Classica Africana,” “Why? The Quest for Meaning,” “Airs, Waters, Places: Classics and the Environment,” “What is Art?” and “What is Beauty?” I have published four book reviews and given seven conference papers and lectures on Classical Reception topics. My Vergil translation sustains this pattern of my work and expands the reach of it.

My emerging research interest in translation studies and the reception of classics in contemporary American poetry includes the study of the reception of Vergilian pastoral. Several books by American poets explicitly position themselves vis-à-vis ancient pastoral poetry, for example: *Pastoral* by Carl Phillips (2000), *Arcady* by Donald Revell (2002), *Orchard* by Brigit Pegeen Kelly (2004), *Midwest Eclogue* by David Baker (2005), *Goat Funeral* by Christopher Bakken (2006), *Bucolics* by Maurice Manning (2007), and *Also in Arcadia* by Andrew Mulvania (2008). These poetry collections are instances of Classical Reception that dialogue with Vergil’s *Eclogues* and *Georgics* to the nearly complete exclusion of other authors associated with ancient pastoral. In addition to this line of research (I have given one conference paper and one public lecture on the reception of Vergil’s pastoral poetry in contemporary American poetry), thanks to a seminar on Roman pastoral that I took while a Ph.D. student at Indiana University and to my teaching of Vergil’s *Eclogues* and *Georgics*, I am familiar with the scholarly terrain. I have taught Vergil’s *Eclogues* and *Georgics* in the context of advanced undergraduate Latin courses, mythology courses, and my course on Classics and the environment.

**How this project will enrich DePauw’s intellectual community.** To nourish my creative and intellectual aspirations enables me to be more engaged in the classroom. This project incentivizes me to hone my craft as a writer. Contrary to the adage that those who do, can’t teach, and those that teach, can’t do, when it comes to writing, writing practice fosters pedagogical practice. I routinely teach writing in FYS and W courses, and honing my writing



craft helps me to hone my teaching craft. I have designed and taught an Environmental Studies course “Airs, Waters, Places: Classics and the Environment,” and will teach a course as an Honor Scholar seminar in Spring 2017 that I hope to teach regularly, “The Need for Roots: Gardens and Belonging.” This translation provides me an occasion to engage intensely with literature that I teach. I hope that my publication work serves to lend name recognition to DePauw University and our Classical Studies Department in the service of students who apply to graduate school. I would welcome the opportunity to contribute to DePauw’s intellectual community by presenting my work for a faculty forum, by giving a reading of my translation, or by giving a public lecture.

**The product of this project.** If I am awarded a faculty fellowship, I will publish a book thanks to that support.

**Faculty development awards currently held.** None.

**Relationship between faculty fellowship project and sabbatical project.** I will submit a proposal for sabbatical for 2017–2018. My sabbatical project will be to complete my translation of the ancient Greek poet Pindar’s (518–438 BCE) victory songs that commemorate the athletes who were victorious in ancient games, such as the ancient Olympics. The sabbatical project relates to the project for which I am applying for a faculty fellowship because translation is a current focus of my scholarly and creative work and because both projects are translations of ancient poetry. The authors, the genres of poetry, the languages (Pindar, ancient Greek; Vergil, Latin), the sociohistorical context, and the research terrain for each author and his poetry—in all of these ways, the two projects differ. Each project will have a distinct product. The sabbatical project will result in a complete manuscript for my Pindar translation that I will submit to Bloomsbury Academic, the publisher of that book. The faculty fellowship project will result in a

complete manuscript for the translation of Vergil's *Eclogues* and *Georgics* that I will submit to the University of Wisconsin Press, the publisher of that book.

**Reporting.** My final report will include a copy of the completed manuscript of *The Need for Roots: Vergil's Eclogues and Georgics*. For each chapter of the faculty fellowship period, I will include a narrative that outlines my work process. In the "Timeline" section below I detail reporting plans for each year of the faculty fellowship.

### **Timeline**

The following contents of my book will serve to describe the timeline for my work on this project:

Preface

Introduction

- Vergil's Biography, Works, and Historical Context
- Ancient Pastoral Poetics
- *Terroir*: Vergil's Legacy and the Poetics of Place
- Translator's Note

*Eclogues*

- Eclogue 1
- Eclogue 2
- Eclogue 3
- Eclogue 4
- Eclogue 5
- Eclogue 6
- Eclogue 7
- Eclogue 8
- Eclogue 9
- Eclogue 10

*Georgics*

- Book 1
- Book 2
- Book 3
- Book 4

Notes

Bibliography

Because I am submitting two separate faculty development proposals, one for sabbatical and one for faculty fellowship, I would like to note that I have worked on my translation of Vergil's *Eclogues* and *Georgics* sporadically since 2010. As I describe above, I have drafted translations for six of Vergil's 10 eclogues. My translation process includes intense philological work in which I make detailed notes about the original language text, from notes about unfamiliar vocabulary to notes about Vergil's allusions to literary works. I have completed this prewriting

phase of work for all of the *Eclogues* and one-third of the *Georgics*. I have a start on this project that makes me confident of fulfilling it in good time at the same time that I am bringing my Pindar translation to a conclusion. Because I have already translated 2,129 lines out of 3,418 total lines of Pindar's poetry and given that I am working on this Pindar translation during the current academic year, I very reasonably expect to complete the Pindar translation manuscript by the end of my proposed sabbatical in 2017–2018. To describe the work process for my translation of Vergil's *Eclogues* and *Georgics* in chapters and referring to the outline above:

Chapter 1 (2017–2018). I will complete translations of Vergil's *Eclogues* 1–10 and *Georgics* Books 1 and 2. I will submit a report that describes my work process for the first year of the faculty fellowship period. My report will include the manuscript for the translation I have completed.

Chapter 2 (2018–2019). I will complete translations of Vergil's *Georgics* Books 3 and 4, as well as writing my book's introduction and notes. I will submit a report that describes my work process for this second year of the faculty fellowship period. My advance contract calls for providing the University of Wisconsin Press a complete manuscript by March 15, 2019. My report will include a copy of this manuscript.

Chapter 3. (2019–2020). During this final year of the faculty fellowship, I will work with the University of Wisconsin Press on the production of my book. This work will include multiple rounds of copyediting and the production of an index. My prior experience with this phase of a book project makes me certain that the course release at this point in the project will be especially crucial because deadlines for completing each step of the production process are firmer. I will submit a report that describes my work process for this third year of the faculty fellowship period. My report will include either the printed book or the most up-to-date galleys for *The Need for Roots: Vergil's Eclogues and Georgics*.

### **Budget for Project Expenses**

This translation is a creative writing and research project. The only budget needs I anticipate will be funding support if I have a conference paper on my work on Vergil's poetry accepted. The project development budget would cover this support. I do not anticipate seeking additional support for this project.

## Appendix

### Memorandum of Agreement

The Board of Regents of the University of Wisconsin System, within which is incorporated the University of Wisconsin Press ("the Publisher"), is pleased to enter into this Agreement with James Wells ("the Editor") for the publication and other exploitation of the work tentatively entitled *Eclogues and Georgics* ("the Work"), an English-language translation of two works by Virgil. This agreement is effective as of the date of the final signature.

#### 1. GRANT OF RIGHTS

The Editor hereby grants and assigns to the Publisher exclusively all rights in the Work in the English language, in all forms and media now known or hereafter devised, including electronic rights, throughout the world, including but without limitation all statutory and common-law copyrights therein (and renewals and extensions thereof) and the exclusive right to print, publish, sell, and otherwise exploit the work and to authorize others to do so.

#### 2. REPRESENTATIONS, WARRANTIES, AND INDEMNITIES

Subject to the terms and conditions below, the Editor shall prepare a translation from the Latin language into the English language, which translation shall be original, complete, faithful, accurate, suitable for publication, and wholly the Editor's own work. The Editor will also provide an introduction and other supplementary material. The Editor warrants to the Publisher that the Work has not heretofore been published in the form contemplated in this Agreement; that the Work is original and does not infringe upon any statutory copyright or upon any common-law, proprietary, or any other right of any kind; that the Work contains no matter which is scandalous, obscene, libelous, in violation of any right of privacy, plagiaristic, or otherwise contrary to law; that he is the sole and exclusive owner of the rights herein granted to the Publisher; and that he has full power to enter into this Agreement and make the grants herein contained.

The Editor shall indemnify the Publisher for, and hold it harmless from, any loss, expense (including attorneys' fees and expenses), or damage occasioned by any claim, demand, suit, recovery, or settlement arising out of breach or alleged breach of any of the foregoing warranties or arising out of any failure on the part of the Editor to fulfill any of his representations, warranties, or covenants contained in this Agreement.

The Editor shall make such changes in the Work as the Publisher or its legal representatives recommend in order to lessen the risk of the Publisher's liability to third parties or of governmental action against the Publisher and/or the Work.

The Publisher and the Editor shall promptly inform one another of any claim, demand, or suit made against them in connection with the Work. The Editor shall fully cooperate with the Publisher in the defense of any such claim, demand, or suit asserted against the Publisher. The Publisher in its discretion shall have the right to settle any claim, demand, or suit brought against it in connection with the Work.

In the event of any claim, demand, or suit asserted against the Publisher and resulting from the Editor's failure to meet any of the obligations as stated herein, the Publisher shall have the right to withhold payments due the Editor under the terms of this Agreement in sufficient amount to settle such claim, demand, or suit.

The Editor's representations, warranties, and indemnities as stated herein may be extended by the Publisher to third party licensees and grantees, and the Editor shall be liable thereon as if such representations, warranties, and indemnities were originally made to them. The Editor's representations, warranties, and indemnities herein shall survive the termination of this Agreement.

#### 3. APPROVAL PROCESS AND DELIVERY OF MANUSCRIPT

(a) Subject to the successful internal and external review of the complete manuscript, the Publisher shall present the case for publication to the Committee of the University of Wisconsin Press. The Publisher

shall have no obligation to publish the Work unless and until the Committee of the University of Wisconsin Press, after reviewing the completed Work, approves the publication.

(b) Not later than March 15, 2019, time being of the essence, the Editor shall deliver to the Publisher one (1) electronic copy, in word-processor format, of the complete manuscript for internal and external review.

(c) Subject to the approval of the Work as outlined in Clause 3a, the Editor and the Publisher shall agree upon a date by which the Editor shall deliver to the Publisher two (2) copies of the final, acceptable manuscript of the Work. One of these copies shall be in electronic, word-processor format; the other shall be either a paper copy, or a PDF copy, at the Editor's discretion. Textual matter must be satisfactory to the Publisher in content, style, and form, as specified in Appendixes A and B of this contract ("Guidelines for Manuscript and File Preparation" and "Illustration Guidelines" respectively). To be considered acceptable by the Publisher, the final manuscript must also be accompanied by any necessary permissions, as stipulated in Clause 4 below. In length the manuscript shall not exceed 50,000 words (including notes and works cited) and zero (0) black-and-white illustrations (including photographs, drawings, charts, graphs, maps, and other matter not to be set in type). As specified in Appendixes A and B, the manuscript shall be in a form suitable for copyediting, and all illustrations shall be delivered in a form suitable for reproduction. Unless and until the Publisher receives a manuscript acceptable in content, style, and form, the Publisher may choose not to proceed with copyediting or production. Alternatively, the Publisher may choose to take whatever steps may be necessary to put the material in such form at the Editor's expense. The Publisher shall, after considering the express wishes of the Editor, have the right to determine the cover design of the Work, as well as the style, number, and placement of any and all illustrations.

#### **4. PERMISSIONS AND FEES**

Obtaining necessary permissions, using the proper forms provided by the Publisher, is the responsibility of the Editor. Before the manuscript of the Work shall be considered final and acceptable, the Editor shall furnish to the Publisher written evidence of permission for and (if applicable) evidence of payment for the use of any text or illustration not in the public domain and/or covered under laws governing fair use. If any grant of permission is contingent upon receiving one or more copies of the published Work, it shall be the responsibility of the Editor to provide and deliver such copies, either from Editor's gratis copies, or by purchasing them from the Publisher using the Editor's discount.

#### **5. PUBLICATION PROCESS**

(a) Provided the Editor has met the terms of this Agreement, the Publisher shall publish the Work. The Publisher shall do so as promptly as reasonably possible and at the Publisher's own expense except as provided elsewhere in this Agreement. This undertaking is subject to the provisions that follow in this Agreement, to the economic viability of the Work, and to so-called "Acts of God" and other conditions beyond the Publisher's control. The Publisher shall, after considering the express wishes of the Editor, have the right to determine the style, manner, time, and price of publication.

(b) The Publisher is authorized to make the manuscript conform to the spelling, capitalization, punctuation, and typographic style that it believes to be most suitable for the Work, but shall not make substantive changes in the manuscript without the express approval of the Editor.

(c) If a final title for the Work agreeable to both the Editor and the Publisher cannot be chosen by the time the Work is forwarded to the designer for composition, the Publisher shall have the right to determine the title under which the Work shall be published.

(d) The Publisher shall have the right to use the name, likeness, and biography of the Editor for the purpose of promoting and/or publicizing the Work and any use thereof.

(e) The Editor shall read and correct all proofs of the Work sent to him by the Publisher and shall sign and return proofs within a reasonable period of time provided therefor by the Publisher. Failure to return the proofs by the date specified will delay the manufacturing and publication of the Work. If the Editor fails to return the proofs entirely, the Publisher may choose not to proceed with the manufacture and publication of

the Work. Alternatively, the Publisher may choose to proceed with the manufacture and publication of the Work and may charge the Editor for any expense incurred as a result of his failure to return the proofs. The cost of the Editor's alterations to the type and/or plates of the Work (other than corrections of printer's errors) in excess of ten percent (10%) of the original cost of composition shall be borne by the Editor, except that in the case of illustrations the full cost of such corrections shall be borne by the Editor.

(f) If the Publisher determines that the Work should include an index, the Editor shall prepare and deliver a satisfactory index by the time specified by the Publisher or shall hire a professional indexer to do so. If the Editor chooses to prepare his own index, the Publisher shall direct the Editor to guidelines and standards for the proper indexing of books. If the Editor chooses to hire a professional indexer, the Publisher shall, upon request, provide the Editor with a list of trusted professionals. Failure to deliver a satisfactory index by the date specified will delay the manufacturing and publication of the Work. If the Editor fails to deliver a satisfactory index entirely, the Publisher may choose not to proceed with the manufacture and publication of the Work. Alternatively, the Publisher may choose to proceed with the manufacture and publication of the Work and may charge the Editor for any expense incurred as a result of his failure to deliver the index.

(g) The Publisher shall not be responsible for any loss or damage to any manuscript, illustration, or other material placed in its hands by the Editor but shall, if so requested by the Editor, secure insurance thereon for the benefit and at the expense of the Editor.

#### **6. SERIES CLAUSE**

It is understood and agreed that this volume will appear in the series Wisconsin Studies in Classics ("the Series") under the general editorship of Laura McClure, Mark Stansbury-O'Donnell, and Matthew Roller ("the Series Editors").

#### **7. COPYRIGHT**

With respect to copyright in the Work (in the United States, under the Universal Copyright Convention, or elsewhere), the Publisher shall take the steps required by law, including printing a notice in each copy of the Work and registering the copyright of the Work.

#### **8. INFRINGEMENT OF COPYRIGHT BY OTHERS**

If the copyright in the Work is infringed, the Publisher may institute suit or seek such other remedies as it shall determine, and the Editor agrees to cooperate fully with the Publisher in connection therewith. The proceeds of any recovery therefrom shall belong solely to the Publisher except that, if the Editor on request of the Publisher agrees to share equally with the Publisher all expenses incurred in connection therewith, then the net proceeds of any recovery thereafter obtained shall be divided equally between them.

#### **9. ROYALTIES ON BOOK SALES**

The Publisher shall determine whether to publish the book in hardcover, paperback, or both. The Publisher may also publish the Work as an electronic book (ebook) or in another format. Accordingly, the Publisher shall pay royalties to the Editor as follows:

- (a) On distribution in electronic format: 15% of the net revenue.
- (b) On any and all print copies of the Work sold in the United States: 5% of the net revenue.
- (c) On any and all hardcover or paperback copies sold outside the United States: one-half of the corresponding rate for domestic sales.

The Publisher will pay the sum of all royalties, calculated by the application of the above percentages (a) through (c). Negative amounts will reduce the amount due. (For example, if refunds to customers for returned hardcover books exceed paperback book sales in a given royalty period, the net amount due will be reduced accordingly.)

The terms "sales" and "sold" shall include all books sold during any statement period less any books returned for credit.

No royalty shall be paid on copies sold at a discount of greater than seventy percent (70%) off of the list price or at a price below the manufacturing cost.

No royalty shall be paid on copies furnished without charge or for review, advertising, sample promotion, or other similar purposes. The Publisher may publish or permit others to publish or broadcast without charge and without royalty selections from the Work for the purpose of promoting its sale, and the Publisher shall also be authorized to license publication of the Work without charge and without royalty in Braille or by any other method primarily designed for the handicapped.

When the Publisher publishes any printing or edition that requires new typographical composition beyond simple correction of typographical errors or a small number of within-the-line changes, the rate of royalties paid on such printing or edition will begin as with the first printing of the Work.

#### **10. ROYALTIES ON SUBSIDIARY RIGHTS SALES**

Except for matters listed in Clause 9, the following shall govern all disposition of rights in or exploitation of the Work: The Publisher shall pay the Editor fifty percent (50%) of the amount it actually receives less any commissions or fees incurred in connection therewith from exploitation of the Work or any rights therein by third parties, for the sale, licensing, or exploitation of all subsidiary rights in the Work in all forms and media.

#### **11. STATEMENTS AND PAYMENTS**

(a) With this contract the Editor shall furnish to the Publisher a completed U.S. Internal Revenue Services tax form W-9 or W-8BEN, as called for by his tax filing status and the guidelines of the U.S. Internal Revenue Service. The Editor is advised that the choice of W-9 or W-8BEN depends on the question of where he is a resident for tax purposes (i.e., where the Editor files tax returns). If the Editor files tax returns in the U.S., regardless of where he lives or has citizenship, then he must complete a W-9. If the Editor files tax returns in another country, regardless of where he lives or has citizenship, then he must complete a W-8BEN. Neither tax form (W-9 or W-8BEN) is complete without the required U.S. Taxpayer Identification Number (Social Security Number, Individual Taxpayer Identification Number, or Employer Identification Number, as provided by the Internal Revenue Service). If the Editor's tax residence status calls for the return of a W-9, the Publisher may withhold payments due to the Editor unless and until it receives from the Editor the completed tax form, including the required Taxpayer Identification Number. If the Editor's tax residence status calls for the return of a W-8BEN, a 30% federal tax withholding of payments due to the Editor will apply unless and until the Publisher receives the completed tax form, including the required U.S. Taxpayer Identification Number. After that requirement is met, a withholding of a lesser percentage may still apply, depending upon the U.S. tax treaty with the Editor's country of tax residence (i.e., where the Editor files tax returns). The Publisher advises the Editor to refer to the U.S. Internal Revenue Service Publication 901 for applicable tax rates. An Editor who elects not to furnish a completed W-8BEN, thereby accepting the 30% withholding, must notify the Publisher as such in writing.

(b) As early as possible in each calendar year, but not later than June, the Publisher shall render to the Editor statements of account covering sales and other exploitations of the Work during the preceding calendar year, and shall pay the Editor at that time the amount due him, if any, pursuant to the terms of this Agreement for the period covered by that statement.

(c) The Publisher may withhold annual payments to the Editor that total less than two hundred dollars (\$200) until such time as the total payment due the Editor equals or exceeds that amount. Should the Editor receive an overpayment of royalty on copies of the Work reported sold, but subsequently returned, the Publisher may deduct the amount of such overpayment from any further earnings of the Editor under this Agreement.

## 12. GRATIS COPIES

The Publisher shall furnish the Editor ten (10) free copies of the Work upon publication of the first edition.

If a paperback edition is published at a later date, upon publication of the first paperback edition the Publisher shall furnish the Editor with four (4) free paperback copies of the Work.

## 13. EDITOR DISCOUNT ON PURCHASED COPIES

14. The Editor shall be entitled to purchase for his own use (not for resale to booksellers) copies of the Work, as well as copies of any other title published by the University of Wisconsin Press, at the list price less forty percent (40%), FOB the Publisher's warehouse in Chicago, Illinois, provided that, when placing the order, the Editor identifies himself as being eligible for the discount and specifically request it. REVISED OR UPDATED EDITIONS

The Publisher shall have the right to publish a revised or updated edition of the Work if and when the Publisher and Editor agree that one is necessary. If the Editor is unable or unwilling to make the agreed-upon revisions, the Publisher may engage others to do so and may deduct the expense from royalties or other monies due to the Editor hereunder. If any revision is made by third parties, the Publisher shall so indicate in the revised edition.

All of the terms and conditions of this Agreement except those which clearly apply only to the first edition of the Work shall apply to all revisions of the Work.

## 15. OUT OF PRINT

If, after five (5) years following the date of publication of the Work, (a) the Publisher advises the Editor in writing that it wishes to discontinue publication, or (b) the Work is not available to customers in any edition, including reprints, and the Publisher refuses to make it available in any form within six months after receipt of a written request from the Editor that it do so, the Editor shall have the right to terminate this Agreement by written notice to that effect to the Publisher by registered mail, 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 for which the Publisher shall be entitled to receive their share of the income.

## 16. NON-COMPETITION

The Editor agrees that during the life of this Agreement, he will not without the prior written consent of the Publisher directly or indirectly participate in the publication of any work of similar character that may directly interfere or compete with the sale of the Work.

## 17. TERMINATION

If the Committee of the University of Wisconsin Press does not approve publication pursuant to Clause 3a above, or if the Editor fails to make delivery as set forth in Clauses 3b or 3c above, or if the Editor fails to make the changes recommended by the Publisher or its legal representatives referred to in Clause 2 above, or otherwise commits a material breach of contract, or if the Publisher and/or its legal representatives determine that no changes in the Work will materially reduce the risk of liability to third persons or of governmental action against the Publisher and/or Work, the Publisher shall have the right to terminate this Agreement, provided however that if the Publisher terminates this Agreement because of the Editor's failure to deliver the manuscript as set forth in Clauses 3b or 3c above and the Editor thereafter completes the Work, the Publisher shall have the option to publish the completed Work on the terms set forth in this Agreement.

## 18. ADDITIONAL PROVISIONS

(a) The Waiver of a breach of, or a default under, any of the terms of this Agreement shall not be construed as a waiver of any subsequent breach or default. No waiver or modification of this Agreement shall be valid unless in writing and signed by all the parties to it.



Memorandum of Agreement/Wells

(b) This Agreement contains the entire understanding and agreement between the parties. There are no representations or undertakings other than those expressly set forth herein.

(c) This Agreement shall be governed by and construed under the laws of the State of Wisconsin, which shall be the forum for any lawsuits arising from or incident to this Agreement.

(d) This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of both parties. It may be assigned by either party only with the prior written consent of the others.


(e) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as manual delivery of a signed original contract.

19. RECORDING THIS AGREEMENT

The Editor authorizes the Publisher to record this Agreement and related documents in the Copyright Office and agrees to execute and deliver any other documents necessary or desirable to evidence or effectuate the terms of this Agreement and, further, give the Publisher power of attorney to execute, deliver, and record such documents.


MADE IN MADISON, WISCONSIN

For the Editor

  
\_\_\_\_\_  
James Wells

9/30/2016  
Date

On behalf of the  
Board of Regents  
of the University  
of Wisconsin System

  
\_\_\_\_\_  
Dennis Lloyd, Director  
University of Wisconsin Press

10/3/16  
Date