

THIS AGREEMENT made this 9<sup>th</sup> day of April2018 between Dr. K. Saravanan, Dr. G. Revathi, Dr. C. Renuka, Mr. P. Karuppannan, Tamil Nadu [hereinafter termed the EDITOR, which includes Author(s), Editor(s), Compiler(s), Translator(s) and also Institution(s) as the case may be] of the one part and ASTRAL INTERNATIONAL PVT. LTD., having their Registered office 4736/23, Ansan Road, Darya Ganj, New Delhi-110002 (India) Email: Info@astralint.com, through any of their imprints such as Daya Publishing House, Regency Publications etc, [hereinafter termed the PUBLISHERS] of the other part.

Whereas the EDITOR having written/compiled/edited a book provisionally entitled **Phytomedicine for diabetes** mellitus: **History, Current Status and Future Perspectives** [hereinafter termed the WORK] and desires to get it published by the PUBLISHERS, it is hereby AGREED TO BY AND BETWEEN the parties hereto as follows:

- 1. A. The EDITOR shall supply to the PUBLISHERS the complete manuscript of the WORK including all other subsidiary materials like photographs, pictures, diagrams, drawings, data, figures, maps, etc., (that might be necessary for illustrating the WORK) in a form suitable for reproduction, free of cost and charges.
  - B. The EDITOR should have prior authorization and permission to use such illustrative material in the WORK from the appropriate authorities. For the use of any objectionable material or unauthorized items and even for the use of copyright material in the WORK, the legal responsibility shall be that of the EDITOR.
  - C. The full typescript of the WORK should be in a form suitable for efficient computer composing.
- 2. The EDITOR guarantees the PUBLISHERS that the WORK is in no way, whatsoever, a violation of any existing copyright, that it contains nothing of a libelous, seditious or scandalous nature and that he/she holds the copyright for the WORK and has full power to make this Agreement. The EDITOR indemnifies the PUBLISHERS from and against all proceedings and expenses, claims and demands that may be taken or made on the ground that the WORK is found to be a violation or an infringement of copyright or that it contains any pirated, seditious, libelous or scandalous, or other undesirable matter.
- 3 The PUBLISHERS shall publish the first edition up to 1100 copies in any no. of impressions but not more than this of the WORK and shall have the exclusive right to publish subsequent editions during the legal term of copyright. They shall defray the cost of printing and publishing thereof, in suitable number of impressions, but not exceeding 1100 copies in totality.
- 4. The EDITOR assigns the PUBLISHERS, during the legal term of unrestricted copyright, the exclusive right to publish the present and subsequent editions of the WORK. The PUBLISHERS shall have the sole control on the manuscript along with its subsidiary materials for name of the WORK, style, production, print order, publications, publicity and promotion, price, sale, and terms of sale, etc. The EDITOR shall not publish or cause to be published anywhere any abridgement, portion, or translation of the WORK or any portion thereof, or any other WORK of a similar nature which may affect the sale of the WORK, without the written consent of the PUBLISHERS.
- The EDITOR hereby grants to the PUBLISHERS the sole and exclusive rights throughout the world to (i) exercise the Rights and in so doing to publish, print, promote, reproduce, display, perform, modify, revise, sell, distribute, transmit, license and merchandise the WORK, in whole, in part and in excerpts, in all languages, in collective and derivative works, in any and all formats, forms or media (including but not limited to paper, e-books, electronic, digital, magnetic, optical and laser-based information, storage and retrieval systems) now known or hereafter devised, and (ii) transfer or license the Rights to third parties.

6 The EDITOR authorizes the PUBLISHERS during the continuance of this Agreement to negotiate and sell to other publishers in India and abroad translation rights, anthology and quotation rights, periodical and newspaper rights, co-publication and reprint in any and all formats, forms or media of the WORK.

(Signature of the PUBLISHERS)

(Signature(s) of the EDITOR/S)

[P.KARUPPANNAN]

- The PUBLISHERS shall also have the right to publish on terms of this Agreement, abridgements, adaptations or translations of the WORK in any language charging fees and/or royalties payable to the translator(s) or adapter(s) from the EDITOR. Should the PUBLISHERS indicate in writing their refusal to publish a translation, abridgement or adaptation of the WORK in any language, the EDITOR will be free, subject to agreement with the PUBLISHERS as to terms, to arrange elsewhere for a translation, abridgement, or adaptations in that particular language provided, in the case of abridgements and adaptations that the PUBLISHERS have not already published a translation of the work in that particular language, in which case the PUBLISHERS' written consent will be necessary.
- 8. The PUBLISHERS shall not be held responsible for accidental loss or damage by fire or otherwise to the manuscript along with the subsidiary materials of the WORK while it is in their custody or in the course of production. The EDITOR may keep additional copies of the manuscript along with all its subsidiary materials. The PUBLISHERS shall reserve the right to exercise the option of destroying the manuscript along with its subsidiary materials after three months of the publication of the WORK without any reference to the EDITOR for concurrence.
- 9. The EDITOR shall prepare the index of the WORK. In case the EDITOR is unable to prepare the index, the PUBLISHERS shall be free to get it prepared, if necessary. The EDITOR shall, if required by the PUBLISHERS, read and correct the proofs of the WORK and return them to the PUBLISHERS within a reasonable time after their receipt. The EDITOR shall be required to pay to the PUBLISHERS for any changes or corrections made once the manuscript has been submitted for publication.
- 10. The EDITOR shall have the right to purchase author copies at 33 percent discount on the listed price.
- 11. The PUBLISHERS are at liberty to send free copies of the WORK for review, sale promotion or give away free in the interest of the WORK.
- 12. In the event of the PUBLISHERS deciding to sell off the copies of the WORK as remainders, they shall give the EDITOR the first option to purchase such copies at remainder price.
- 13. The PUBLISHERS shall also have the right to scrap balance copies of the WORK in stock after three years of the date of release of the WORK. In such an event, the EDITOR shall be given the option to purchase any number of copies of the WORK at 20% of the printed price.
- 14. In the event of any revised edition being required, the PUBLISHERS shall, before publishing such editions make a written request to the EDITOR requiring him/her to bring the WORK up-to-date, and on such request being made he/she shall without undue delay, make the necessary revision free of charge. In the event of his/her failure after due notice to do so, the PUBLISHERS may engage some competent person(s) to perform the work.
- 15. If at any time the WORK goes out of print, and the EDITOR proposes to the PUBLISHERS to publish a new edition and the PUBLISHERS do not publish the same within a period of two years, the EDITOR may through a written notice, terminate this Agreement in which case all rights under this Agreement shall revert to the EDITOR on the terms that the EDITOR shall refund the amount due to the PUBLISHERS, if any.
- 16. Any fees, paid by the PUBLISHERS for reproduction of any copyright material in WORK, will be borne by the EDITOR.
- 17. The EDITOR may suggest names and addresses of journals, dailies, periodicals, teachers and other persons through whom, in his/her judgment, publicity for the publication shall be gained.

18. Validity of this agreement would be seventy five years from the data of the agreement

SARAVANAN]

[G.REVATHI]

[C.RENUKA]

)

(Signature(s) of the EDITOR/S)

(Signature of the PUBLISHERS)

- 19. The rights and obligations under this Agreement belonging to and binding upon the EDITOR and the PUBLISHERS respectively shall be binding upon the heirs/successors/assignees/administrators of the EDITOR and the PUBLISHERS respectively
- 20. In case a publication grant is sanctioned by any agency towards the publication of the WORK, the PUBLISHERS will automatically become entitled to the full utilization of the same. The PUBLISHERS will have the liberty to receive such grants direct without any permission from the EDITOR.
- 21. If any dispute or difference relating to this Agreement arises between the parties hereto or any other matter arising there from, the same shall be submitted to arbitration of two persons, one of the choices of each, or their umpire, in accordance with the provisions of the Arbitration and Conciliation Act of 1996. The Courts of Law in Delhi, no other, will have jurisdiction over all legal matters connected with this Agreement.
- 22. The PUBLISHERS at their sole discretion can destroy or sell off as waste paper any remainders of the old edition when a new edition is published.
- 23. All the conditions, rights and obligations under this Agreement will automatically apply on the publication of subsequent/forthcoming volume(s) of the ongoing multivolume/series of the WORK and will be a binding on
- 24. A. The EDITOR shall pay in advance Rs. 11000/- (Eleven Thousand Only) for 15 number of copies to the PUBLISHER
  - B. The copyright of the WORK shall remain vested with the EDITOR.

(Signature and stantp of the PUBLISHERS)

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