

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made this **23rd day of March 2018** between Apple Academic Press, Inc., 3333 Mistwell Crescent, Oakville, ON L6L 0A2 Canada (hereinafter termed the Publisher) on the one part, and

1. **Saravanan Kaliyaperumal**
2. **Chukwuebuka Egbuna**
3. **Horne Iona Averal**
4. **Kannan Soundarapandian**
5. **Elavarasi Siddhayan**
6. **Bir Bahadur**

(editors) (hereinafter called as the Author([s])/Editor[s]) of the other part, whereas the Author(s)/Editor(s) has written/edited the book tentatively titled **“Drug Development for Cancer and Diabetes: A Path to 2025”** (hereinafter called the Work) and is desirous of publishing the same. Now it is hereby agreed as follows:

1. PREPARATION AND DELIVERY OF MANUSCRIPT

- a. Publication is contingent upon acceptance of the final manuscript by the Publisher.
- b. The Publisher shall publish the Work (including revised editions, if any) and also have the control of the paper, format, type, jacket, production, advertising, price, sale and terms of sale, etc.. of the Work.
- c. The Author(s)/Editor(s) shall provide one copy of the manuscript in typed format, according to the Publisher’s specifications and to the designated email address or FTP site provided by the Publisher.
- d. The Author(s)/Editor(s) agrees to provide a manuscript of **280–400 MANUSCRIPT PAGES**, using 11 point font in Times New Roman with 1.5 line spacing and default margins, unless other specifications have been mutually agreed to.
- e. The Author(s)/Editor(s) will provide the manuscript with correct grammar, error-free, and in the style of language suitable to the agreed-upon intended audience for the Work.
- f. The Author(s)/Editor(s) agree to provide the manuscript (along with necessary forms) by (date) **October 1, 2018**. If the Author(s)/Editor(s) fails to deliver the manuscript by this due date, the Publisher reserves the right to declare this contract null and void. If the Author(s)/Editor(s) require an extension, a written request must be made to the Publisher 30 days in advance of the said due date. Only written requests and responses are valid.
- g. If revisions to the manuscript are required by the Publisher, the Author(s)/Editor(s) agree to return the revised manuscript to the Publisher within a reasonable time to be mutually agreed upon. The manuscript will be the property of the Publisher, and the Publisher will retain it after the publication of the same.
- h. The Publisher shall supply the index to the Work, but should the Author(s)/Editor(s) wish to supply the index instead, the Publisher will accept it providing it meets with the Publisher’s approval.
- i. The Publisher may edit and Work in accordance with the Publisher’s style of capitalization, punctuation, spelling, and

usage.

j. The Author(s)/Editor(s) agrees to read, correct, and promptly return to the Publisher within thirty (30) days, all proofs of the Work in accordance with the Publisher's specified schedule. Author(s)/Editor(s) alteration costs in excess of ten percent (10%) of the cost of the original composition, and any expenses incurred by the Publisher in the making of illustrations to replace those originally submitted with the Work, shall be charged to the Royalty Account. In the event that correction of proofs is not returned within thirty (30) days, the Publisher shall have the right to publish the Work without the approval of the Author.

2. NONCOMPETE /OTHER PUBLICATIONS

a. The Author(s)/Editor(s) shall not supply a copy or any part of the said Work to any other person, or offer the same to be printed or published by any other person, nor shall he publish himself or cause the same to be published without the explicit written consent of the Publisher to this effect.

b. The Author(s)/Editor(s) agrees, so long as the Work remains in print, to refrain from editing and/or preparing for another publisher any work that shall directly compete with the sale of the Work. The Author(s)/Editor(s) may, however, draw on and refer to material contained in the Work in preparing articles for publication in professional journals, for teaching purposes, and for delivery at professional meetings and symposia, provided appropriate credit is given to the Publisher and the Work.

3. COPYRIGHT AND PERMISSIONS

a. The Author(s)/Editor(s) hereby expressly grants, transfers, and assigns to the Publisher full and exclusive rights to the Work, including, without limitation, the copyright in the Work, all revisions thereof, and the right to prepare translations and other derivative works based upon the Work in all forms and languages for the full term of copyright, and all renewals and extensions thereof, throughout the World. The Publisher's exclusive rights include, without limitation, the right to reproduce, publish, sell, and distribute copies of the Work, selections therefrom, and translations and other derivative Works based upon the Work, in print, audiovisual, electronic, or by any and all media now or hereafter known or devised, and the right to license or authorize others to do any or all of the foregoing throughout the World.

b. The Author(s)/Editor(s) hereby accepts complete responsibility on account of any plagiarism and infringement of copyright of himself or of another person(s) or establishment who contribute to the Work and/or on account of any defamatory or otherwise injurious matter contained in the Work and/or on account of accruing under any penal provisions of law by virtue of the publication of the said Work.

c. The Author(s)/Editor(s) shall be responsible for obtaining the necessary written permissions from the owner(s) for use of all copyrighted materials (including artwork) and must furnish to the Publisher said permissions at the time the Work is delivered to the Publisher. The Author(s)/Editor(s) are responsible for any permissions fees. (Note that **no** Open Source or public domain material is to be used within the Work without the prior consent of the Publisher.)

d. The illustrations submitted to the Publisher must include original electronic art files suitable for placement or reproduction, in the format specified by the Publisher. As deemed necessary, the Publisher agrees to touch up, redraw, or otherwise convert line drawings into an acceptable electronic format for reproduction, the reasonable cost of which will be applied against the Author's Royalty Account, at the discretion of the Publisher.

4. COMPENSATION AND ROYALTIES

a. The Author(s)/Editor(s) will receive royalties as indicated below after 100 copies (any format) are sold:
US/Canadian print sales: 10% on net sales to Apple Academic Press
ROW sales: 10% on net sales to Apple Academic Press
ebook sales: 10% on net sales to Apple Academic Press

(ROW = rest of world)

- b. If there are multiple Author(s)/Editor(s), royalties will equally divided between all Author(s)/Editor(s) unless otherwise specified by the Author(s)/Editor(s) in writing.
- c. No royalty will be paid on copies of the Work furnished gratis for review, advertising, promotion, bonus, sample, or like purposes, or on copies of the Work sold at less than Publisher's cost, or on any copies returned to Publisher for any reason, or on copies of the Work sold to the Author. Free use of the rights granted herein may be made by the Publisher to promote the sale of copies of the Work and the rights therein.
- d. For purposes of this Agreement, the Publisher's "net receipts" from sales shall mean monies received by the Publisher from such sales less adjustments for discounts, credits, and returns. Royalties will not be paid on prepaid transportation, postage, insurance, and taxes. The Publisher's "net receipts" from licensing or assignment shall mean monies received by the Publisher less any specified costs of such licensing or assignment.
- e. All payments made under the terms of this Agreement will be subject to Federal income tax withholding, as required by the United States Internal Revenue Code.
- f. The Publisher will provide to the first Author/Editor an annual or biannual statement of sales made (hereinafter referred to as the "Statement"). These Statements will be rendered annually. Subject to the provisions of this Agreement, the Statement will be accompanied by a check or funds electronically deposited into bank accounts for Editor(s)/Author(s) for any monies shown to be due by such Statement. If less than fifty dollars (\$50.00) (OR one-hundred dollars (\$100.00) for an electronic payment) is shown to be due in any Accounting Period, the Publisher may defer payment thereof until the next period in which fifty dollars (\$50.00) (or one-hundred dollars (\$100.00) if an electronic payment) or more is shown to be due. The Publisher reserves the right to deduct from payments not written by US check any applicable bank and wire fees.
- g. If the Author(s)/ Editor(s) has received an overpayment of money from the Publisher or has an outstanding monetary obligation to the Publisher, whether arising out of this Agreement or any other agreement(s) with the Publisher, the Publisher may deduct the amount of such overpayment or outstanding obligation from the Royalty Account or any sums due to such person under this Agreement.
- h. The Author(s)/Editor(s) will receive **6 complimentary copies** of the Work total. If the Work is authored or edited by multiple Authors or Editors, it will be the responsibility of the Author(s)/Editor(s) to determine how the **6 complimentary copies** will be distributed to the Author(s)/Editor(s).
- i. Author(s)/Editor(s) may purchase additional copies of the Work at a discount off the list price of the Work.

5. AUTHOR/EDITOR WARRANTIES

- a. The Author(s)/Editor(s) represents and warrants to the best of his/her knowledge and belief that:
- i. Author(s)/Editor(s) have the full right and authority to enter into this Agreement and to grant the rights granted to the Publisher;
 - ii. Author(s)/Editor(s) has not previously assigned, transferred, or otherwise encumbered such rights;
 - iii. the Work shall be original by the Author(s)/Editor(s)
 - iv. the Work will not infringe upon any statutory or common law copyright or violate any law or government regulation;
 - v. the Work will not contain any matter which will be libelous or otherwise injurious or in violation of any right of privacy or any other personal or proprietary right of any third party; and
 - v. the Work contains no material which is inaccurate, nor contains any statement, instruction, material, or formula that involves the foreseeable risk of injury to readers or users of the Work.
- b. Should any material be submitted for publication in the Work which, in the opinion of the Publisher, may result in a breach of any of the foregoing warranties, the Publisher shall have the right to publish the Work without such material or not publish the Work at all. Nothing contained herein shall be deemed to impose upon the Publisher any duty of independent investigation, nor shall any independent investigation by the Publisher relieve the Author(s)/Editor(s) of the Author's obligations hereunder.

c. The Author(s)/Editor(s) and Publisher shall each promptly inform the other of any claim, demand, or suit made against it in connection with the Work. The Author(s)/Editor(s) shall fully indemnify and hold the Publisher harmless against any loss, damage, cost, or expense (including reasonable counsel fees) which may be sustained or incurred by the Publisher by reason of any claim, demand, investigation, suit, or recovery arising out of the breach or alleged breach of any of the foregoing warranties.

d. The Publisher shall have the right to defend any such suit through counsel of its own choice and the right to settle any such suit on such terms as the Publisher shall deem advisable; provided, however, that the Author(s)/Editor(s) shall not be responsible for indemnifying the Publisher for any settlement made without the consent of the Author(s)/Editor(s), which consent shall not be unreasonably withheld or delayed.

e. In the event of a claim or suit against the Publisher which, if sustained, would constitute a breach of any of the warranties of the Author(s)/Editor(s), the Publisher shall have the right to withdraw the Work from distribution and withhold royalties which become due to the Author(s)/Editor(s), pursuant to this Agreement, pending a final determination of such claim or suit. The Publisher shall have the right to apply any such withheld royalties to the reduction of any of the obligations of the Author(s)/Editor(s) to the Publisher contained in this Paragraph.

f. The Author(s)/Editor(s)' representations, warranties, and indemnities as stated herein may be extended by Publisher to third party licensees and grantees, and Author(s)/Editor(s) shall be liable thereon as if such representations, warranties, and indemnities were originally made by Author(s)/Editor(s) to them.

g. The provisions of this Paragraph shall survive the termination of this Agreement.

6. REVISIONS OR NEW EDITIONS

a. Subject to the terms and conditions hereof, if the Publisher determines that a revision or new edition of the Work is desirable, it shall request each person comprising the Author(s)/Editor(s) to participate in the preparation of the revision or new edition pursuant to a schedule established by the Publisher in consultation with the Author(s)/Editor(s). Each person so requested to participate shall advise the Publisher in writing within ninety (90) days whether he/she will participate in the preparation of such revision or new edition.

b. The Publisher may select a successor to any person comprising the Author(s)/Editor(s) to participate in the preparation of a revision or new edition, or may designate the remaining persons comprising the Author(s)/Editor(s) to complete such revision or new edition, under the following circumstances:

- i. the death, incapacity, or inability of any person comprising the Author(s)/Editor(s) to effectively participate in a timely manner pursuant to Publisher's schedule in the preparation of such revision or new edition;
- ii. the failure of any person comprising the Author(s)/Editor(s) to advise the Publisher in writing within the specified ninety (90) day period that he/she will not participate; or
- iii. the failure or inability of any person comprising the Author(s)/Editor(s) to prepare the revision or new edition, or collaborate in its preparation, in a timely manner pursuant to the Publisher's schedule.

c. If the failure to revise the Work is due to the death of the Author(s)/Editor(s), the estate of Author(s)/Editor(s) shall be entitled to one-half ($\frac{1}{2}$) the sums which would have accrued to the Author(s)/Editor(s) for the revised edition if he/she had participated in its publication. On the following edition, the deceased Author(s)/Editor(s)' estate will be entitled to one-quarter ($\frac{1}{4}$) of the paid royalty. Thereafter, the Author(s)/Editor(s)'s estate shall have no proprietary interest in the Work and no further rights to the accrued royalty.

d. Any royalties or other compensation payable to any successor of a person comprising the Author(s)/Editor(s) in respect of any revision or new edition of the Work shall be deducted from any royalties or other compensation which may be or become due to the person or persons comprising the Author(s)/Editor(s) who is or are succeeded. In the event any person comprising the Author(s)/Editor(s) does not participate in a revision or new edition of the Work, the Publisher shall have no obligation to request such person to participate in any subsequent revision or new edition of the Work. If the nonparticipating Author(s)/Editor(s)'s contribution to the Work in the new edition is substantial, he/she shall be entitled to a royalty negotiated to the satisfaction of all parties.

e. When publishing revisions or new editions, and in the promotion thereof, the Publisher may give credit to the Author(s)/Editor(s) and any successor of a person comprising the Author(s)/Editor(s), in such order and manner which, in the judgment of the Publisher, fairly reflects their relative contributions to such revision or new edition, and, if appropriate, in the reasonable judgment

of the Publisher, omit the name or names of the person or persons comprising the Author(s)/Editor(s) who do not participate or collaborate in such revision or new edition.

f. All terms and conditions of this Agreement applicable to the first edition of the Work, excluding any grants and advance payments, shall apply to each revision or new edition thereof, unless otherwise provided herein.

7. OUT-OF-PRINT PROVISIONS

a. If at any time the Publisher determines that the demand for the Work is insufficient to warrant its continued publication, the Publisher may declare the Work out-of-print. In such event, the Author(s)/Editor(s) shall have the right to purchase the Publisher's stock of the Work, if any, at one-quarter ($\frac{1}{4}$) of the Publisher's established list price, but not below cost. The Work will not be deemed out-of-print if it is on sale by the Publisher in any form permitted hereunder, or if it is under option, or if any license granted by the Publisher is outstanding.

b. If the Publisher declares the Work out-of-print, then, upon the written demand of the Author(s)/Editor(s), the print (but not the eBook or any electronic product) rights granted by the Author(s)/Editor(s) under this Agreement will revert to the Author(s)/Editor(s) and this Agreement will terminate, subject to any outstanding licenses. If there are multiple Author(s)/Editor(s) under this Agreement, they will take individual ownership, in proportion to their respective shares of the royalties under this Agreement, of all rights jointly owned by them at the time of termination. The termination of this Agreement will not affect the Publisher's continuing right to sell all remaining bound copies and sheets of the Work and derivative works on hand at the time of termination.

8. NON-DELIVERY OF THE WORK

If the Author(s)/Editor(s) for any reason fails to deliver to the Publisher any of the materials as set forth in Paragraph 1 of this Agreement in form and content satisfactory to the Publisher by agreed upon dates, the Publisher shall have the right, upon thirty (30) days written notice to the Author(s)/Editor(s), to terminate this Agreement without any further obligation or liability to the Author(s)/Editor(s). In the event that this Agreement is terminated by the Publisher, the Author(s)/Editor(s) shall return to the Publisher all payments, if any, theretofore made to the Author(s)/Editor(s) hereunder within one-hundred and twenty (120) days of the date of termination of this Agreement, and the Publisher shall return all unpublished materials to the Author(s)/Editor(s).

9. GENERAL PROVISIONS

a. This Agreement is the entire agreement between the parties relating to the Work. It supersedes all previous oral and/or written representations or agreements relating to the Work and may not be modified or amended, nor may any of its terms or provisions be waived, except by a written instrument executed by the parties affected by such modification, amendment, or waiver.

b. All obligations, liabilities, warranties, and covenants of the Author(s)/Editor(s) pursuant to this Agreement shall be joint and several, so that each person comprising the Author(s)/Editor(s) shall be obligated with respect to the performance of the Author(s)/Editor(s) as if he/she were the sole Author.

c. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and assigns, except that the obligations of the Author(s)/Editor(s) may not be assigned without the Publisher's prior written consent, and any assignment without such consent shall be null and void.

d. It is agreed that the Author(s)/Editor(s) is for all purposes of this Agreement an independent contractor, and the Author(s)/Editor(s) is in no respect an agent, employee, or joint venture of Publisher.

e. Neither the Author(s)/Editor(s) nor the Publisher shall be liable, nor shall the Work be deemed out-of-print, because of any delay caused by acts of God, restrictions imposed by law or government regulation, shortages in supply of material or labor necessary for the preparation or production of the Work, or other similar or dissimilar acts beyond their reasonable control. In no event shall either the Author(s)/Editor(s) or the Publisher be liable for special, incidental, or consequential damages.

f. The parties hereto shall make a reasonable attempt to settle any dispute, controversy, or difference which may arise concerning this Agreement by friendly discussion. If and when a dispute is not settled by such means, then the dispute shall be settled by an alternative dispute resolution mechanism agreed upon by the parties. If necessary, legal disputes will be handled as per Ontario, Canada

law.

g. This Agreement, regardless of the place of its physical execution, shall in all respects be governed by and construed in accordance with the internal law, and not the law pertaining to conflicts or choice of law, of the Ontario, Canada . Each of the parties to this Agreement hereby expressly and irrevocably agrees and consents that any suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively and only on Ontario, Canada , and, by execution of this Agreement, each of the parties hereto expressly waives an objection that it may have now or hereafter to the laying of venue or to the jurisdiction of any such suit, action, or proceeding in Ontario, Canada and each of the parties to this Agreement further irrevocably, exclusively, and unconditionally submits to the personal jurisdiction of any state or federal court sitting in Ontario, Canada in connection

g. In the event the Publisher shall go bankrupt, and in accordance to prevailing bankruptcy law, all rights transferred to the Publisher by this Agreement shall immediately revert to the Author(s)/Editor(s).

h. This Agreement shall apply to the heirs, executors, administrators, and assigns of the Author(s)/Editor(s), and to subsidiaries, successors, and assigns of the Publisher.

i. This Agreement contains the entire Agreement between the Author(s)/Editor(s) and the Publisher with respect to the subject matter hereof and shall supersede all prior understandings, agreements, or arrangements, oral or written, between the parties in this Agreement.

IN WITNESS WHEREOF, the Publisher and Author(s)/Editor(s) have each caused this Agreement to be duly executed by themselves or by its duly authorized officer, as of the date first written above.

Sandra Jones Sickness

Sandra Jones Sickness, VP, Editorial and Marketing, Apple Academic Press, Inc.

MARCH 26 2018
Date

1. AUTHOR(S)/EDITOR(S)

Kmmw

Dr. K.Saravanan

23.03.2003

Please sign and print name above

Date

Permanent Domicile (no P.O. Box address, please):

Street Department of Zoology, Nehru Memorial College (Autonomous), Puthanampatti

City/State/Country/Postal Code Tiruchirappalli, Tamilnadu, India, Pin: 621 007

Telephone Numbers 09443757052 Fax Number 04327234811

Email Addresses kaliyaperumalsaravanan72@gmail.com

2. AUTHOR(S)/EDITOR(S)

Chukwuebuka Egbuna

23/03/2018

Please sign and print name above

Date

Permanent Domicile (no P.O. Box address, please):

Street **Department of Biochemistry, Faculty of Natural Sciences, Chukwuemeka Odumegwu Ojukwu University**

City/State/Country/Postal Code **Uli, Anambra State, 431124**

Telephone Numbers **+2347039618485**

Fax Number

Email Addresses **egbuna.cg@coou.edu.ng**

3. AUTHOR(S)/EDITOR(S)

Dr. Horne Iona Averal,

23/03/2018

Please sign and print name above

Date

Permanent Domicile (no P.O. Box address, please):

Street **Dept. of Zoology, Holy Cross College (Autonomous), Trichy**

City/State/Country/Postal Code **Tiruchirappalli, Tamilnadu, India, Pin: 620 002**

Telephone Numbers **09443644858**

Fax Number

0431 -2700637

Email Addresses **profionahorne@gmail.com**

4. AUTHOR(S)/EDITOR(S)

Prof. (Dr.) S. Kannan

23/03/2018

Please sign and print name above

Date

Permanent Domicile (no P.O. Box address, please):

Street **School of Life Sciences, Department of Zoology, Periyar University Salem.**

City/State/Country/Postal Code **Salem, Tamilnadu, India. Pin:636011**

Telephone Numbers **09486252052**

Fax Number

0427-2345766

Email Addresses **skperiyaruniv@gmail.com**

5. AUTHOR(S)/EDITOR(S)

Dr. S. Elavarasi

23.03.2018

Please sign and print name above

Date

Permanent Domicile (no P.O. Box address, please):

Street **Dept. of Zoology, Holy Cross College (Autonomous), Trichy**

City/State/Country/Postal Code **Tiruchirappalli, Tamilnadu, India, Pin: 620 002.**

Telephone Numbers **09003991615** Fax Number **0431 -2700637**

Email Addresses **elavarasi888@gmail.com**

6. AUTHOR(S)/EDITOR(S)

Dr. Bir Bahadur

23.03.2018

Please sign and print name above

Date

Permanent Domicile (no P.O. Box address, please):

Street **Department of Botany, Kakatiya University, Warangal-506 009, Telangana, India**

City/State/Country/Postal Code **Warangal, Telangana, India, Pin: 506 009.**

Telephone Numbers **09885292557** Fax Number _____

Email Addresses **birbahadur5april@gmail.com**