MEMORANDUM OF AGREEMENT FOR AUTHORS

made this 5th day of March 2018

between

Murali Sambasivan
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38 Jalan Ang Seng,
Brickfields, 50470 Kuala Lumpur,
Malaysia

and

Gopal Sekar
No. 1, Jalan Akasia,
11, Bandar Botanic
41200 Klang, Selangor,
Malaysia

(hereinafter called 'the Author' and if more than one author then 'the Author' shall be read as 'the Authors') of the one part

and

Taylor & Francis Group, a business of Informa UK Limited, registered in England & Wales, Registered Number 1072954, represented by:

CRC Press/Balkema
Schipholweg 107C
2316 XC Leiden
The Netherlands

(hereinafter called 'the Publishers' which expression shall include their successors in business or assigns) of the other part

whereby it is mutually agreed as follows concerning a Work original to the Author and provisionally entitled:

Handbook of Oil and Gas Piping - a practical and comprehensive guide

1. Rights and Copyright

a) In consideration of the payments hereinafter mentioned and subject to the terms and conditions herein contained, the Author hereby assigns to the Publishers the full copyright in the Work as defined by the Copyright, Design and Patents Act 1988 and grants to the Publishers the sole and exclusive right and license to produce and publish and themselves further to license the production and publication of the Work in whole or in part in print and in electronic form in all languages for the legal term of copyright and all renewals and extensions thereof throughout the world.

initials Author
initials Publishers
b) The Work shall be delivered to the Publishers free of copyright charges.

2. Warranties and Indemnities

a) The Author hereby warrants to the Publishers, their assignees and licensees that he has full power to make this Agreement, that he is the sole Author of the Work and is the owner of the rights herein granted, that the Work is original to him, and that it has not previously been published in any form and is in no way whatsoever a violation or infringement of any existing copyright or license, or duty of confidentiality, or duty to respect to privacy, or any other right of any person or party whatsoever, that it contains nothing libellous, that all statements therein purporting to be facts are true and that any recipe, formula or instruction contained therein will not, if followed accurately, cause any injury, illness or damage to the user.

b) The Author further warrants that the Work contains no obscene, improper or blasphemous material nor is in any other way unlawful.

c) The Author shall indemnify and keep the Publishers indemnified against all actions, suits, proceedings, claims, demands and costs (including any legal costs or expenses properly incurred and any compensation costs or disbursements paid by the Publishers on the advice of their legal advisers to compromise or settle any claim) occasioned to the Publishers in consequence of any breach of this warranty, or arising out of any claim alleging that the Work constitutes in any way a breach of this warranty. The Author’s indemnification obligation shall arise immediately upon an allegation by a third party that facts or circumstances exist which, if true, would constitute a violation or breach of the foregoing warranties. Such indemnification obligation is not contingent upon an adjudication by a court or other tribunal that the alleged facts or circumstances are true. Accordingly, any legal fees or other expenses incurred by Publisher in connection with the defense of such an allegation shall be promptly reimbursed by Author as and when incurred.

d) All warranties and indemnities herein contained shall survive the termination of this agreement.

3. Delivery of the Work

a) The Author shall deliver to the Publishers the manuscript in electronic form (MS Word or LaTeX) as well as an identical Acrobat PDF file and accompanied by illustrative material and instructional aids, prepared in accordance with the instructions from the Publishers, on or before 10 March 2018.

b) The complete manuscript will yield about 200 printed pages including illustrations, tables and diagrams to be published in one Volume.

c) The Author agrees to retain an additional copy of all material.

d) Should delivery of the manuscript be delayed by more than 12 (twelve) months the Publishers shall be at liberty to decline to publish the Work. If the Publishers so decline in writing this agreement shall terminate subject to the following alternative provisos the choice of which shall be at the sole discretion of the Publishers:

1) that the Author shall not be at liberty to publish the Work elsewhere without having first offered the completed manuscript to the Publishers on the terms of this agreement;

2) that the Author shall refund any part of the advance already paid by the Publishers within 30 (thirty) days of a request in writing from the Publishers to do so.

Initials Author

Initials Publisher
4. Permissions

The author shall make every reasonable effort to obtain original material for the Work. If the Work contains text or illustrations including any tables, boxes, figures, line drawings, images and clinical photographs, quoted from other works that are in copyright the Author undertakes to obtain written permission from the owners of the respective copyrights to reprint such material and the Author undertakes to pay all fees in connection therewith and to notify the Publishers of any acknowledgements which at the request of such copyright owners are to be printed in the Work.

5. Competing Work

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

a) The Author shall be entitled to use material written or compiled by him for the purposes of the Work in articles submitted to learned or professional journals, in papers presented at professional conferences and for the Author's professional purposes generally, provided that the Author shall make appropriate acknowledgement to the Work and the Publishers.

b) The Author shall not without the written consent of the Publishers write, edit or contribute, jointly or severally, to any work which may be reasonably considered by the Publishers to compete with or prejudice sales of the Work or the exploitation of any of the rights granted to the Publishers under this agreement.

6. Publishers' Responsibilities

The Work shall be published entirely at the cost and risk of the Publishers. All matters relating to the publication of the Work, including the paper, printing, design, binding and jacket or cover, the manner and extent of promotion and advertising, the number and distribution of free copies, the print number and price and terms of sales of the first or any subsequent edition of the Work shall be under the entire control of the Publishers.

7. Indices

The Author shall undertake to provide appropriate indices. If camera-ready copy is to be delivered then the indices shall be delivered with the rest of the camera-ready material. If manuscript and electronic files are to be delivered then indices shall be made at page proof stage and shall be submitted to the Publishers with the corrected page proofs. If the Author fails to provide indices then the Publishers shall arrange for them to be supplied and the cost shall be debited to the Author's account.

8. Author's Corrections

a) If applicable, the Author shall be responsible for careful and prompt correction of the printer’s proofs, which the Author shall return within the period mentioned in the instructions accompanying the proofs.

b) Changes in the proofs at variance with the manuscript must have the Publishers approval and may be charged to the Author's account.

9. Revision of the Work

If revision is required a new contract will be signed.

Initials Author

Initials Publishers
10. Royalties

a) The Publishers agree to pay the Author the 10% (ten percent) of royalties on the net sales receipts for copies sold, in print or e-Book format, of first and subsequent printings of the edition of the Work.

b) 'net sales receipts' is the total of monies received by the Publishers from such sales less adjustments for discounts, credits, and returns. Royalties will not be paid on prepaid transportation, postage, insurance, and taxes. Should the Author receive an overpayment of royalties on copies reported sold but subsequently returned then such overpayment will be deducted from any future royalty earnings.

c) In the event the Work is included in an electronic database the Publishers agree to pay the Author 10% royalties in net sales receipts. If the work is exploited in combination with other works, royalties shall be apportioned by the Publishers in its sole discretion, exercised in good faith.

d) If there is more than one Author of the Work then the royalties will be shared equally unless there is agreement amongst the Authors to have another sharing arrangement (see 16. Special Conditions, if appropriate).

e) The payment of royalties covering the elapsed calendar year will be paid within 3 (three) months from the 31st of December.

f) Should royalties for the elapsed covering year be less than GBP 25 (twenty-five) then these shall not be paid immediately but will be credited to the Author’s royalty account to be paid the following year should the GBP 25 (twenty-five) threshold be reached. In this case the Publishers shall send an overview of the royalties to the Author.

11. No Royalties Due

No royalties shall be paid on copies:

a) presented to the Author or the Press or otherwise given away in connection with the promotion of the Work

b) destroyed by fire, water, in transit or otherwise

c) sold at less than cost

d) books sold to the Author as (pre-publication) bulk order at a reduced price (see 16. Special Conditions, if appropriate).

12. Translation and Subsidiary Rights

a) All proceeds from translations of the whole Work or any part thereof shall be shared equally between the Author and the Publishers. The Publishers shall be totally responsible for the sale of subsidiary rights. The term 'subsidiary rights' shall include rights for translations, digests, abridgements, selections and anthologies; rights for mechanical, electronic and visual reproduction; rights for electronic storage and retrieval; sound reproducing and recording rights; and rights for adaptation of the Work for commercial use.

Initials Author

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b) Considering these conditions the Author shall not arrange for the publication, other than by the Publishers or with his written permission, of any subsidiary publication or any other Work of a nature likely to compete with the Work.

13. Complimentary and Inspection Copies

a) The Publishers agree to present the Author with a total of 8 (eight) free copies of the Work.

b) If there is more than one Author of the Work then the complimentary copies will be shared equally unless there is agreement amongst the Authors to have another sharing arrangement (see 16. Special Conditions, if appropriate).

c) The Author shall be entitled to purchase further copies for personal use at a discount of 30% (thirty) on the retail price. These copies are not for re-sale.

d) The presentation of free/inspection copies to the press or other persons with the object of promoting the sales of the Work shall be entirely at the discretion and the expense of the Publishers.

14. Out of Stock

Should the Publishers not be able to supply the Work in any form for a period of 12 (twelve) months the Author may at any time thereafter call upon the Publishers to undertake to make the Work available again. Should the Publishers be unwilling or unable to do so the copyright of the Work shall, at the end of a period of 6 (six) months after receipt of the Author's formal written notice, revert to the Author (but not the e-Book or any electronic product) providing any moneys owing by the Author to the Publishers have been paid in full. Such an event, however, shall not affect any rights granted to third parties prior thereto or the right of the Author or the Publishers to participate in the proceeds therefrom as set forth above.

15. Remaidering

If the Work should turn out to be unsaleable the Publishers shall be entitled to destroy the remaining stock (in which case the Author shall be first given the right to buy such copies at 10% (ten) of the list price) or to sell the remaining stock at a remainder price provided that the Work is at least 4 (four) years old. No royalty is due to the Author on copies destroyed or disposed of in said manner.

16. Special Conditions

Acceptance of the manuscript is subject to review and approval by the Publishers.
17. Governing Law and Arbitration

This agreement shall be governed by and construed in accordance with the laws of England and Wales.

AS WITNESS THE HANDS OF THE PARTIES:

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<thead>
<tr>
<th>The Author</th>
<th>For and on behalf of The Publishers</th>
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<tbody>
<tr>
<td>Murali Sambasivan</td>
<td>Janjaap Blom</td>
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Date: 06 MARCH 2018

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<th>Gopal Sekar</th>
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Date: 06th MARCH 2018

Initials Author

Initials Publishers