



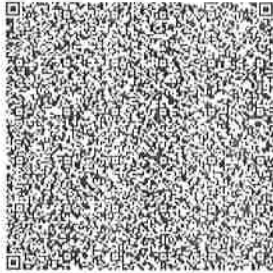
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL739373564370180
Certificate Issued Date	: 22-Jul-2016 09:42 AM
Account Reference	: IMPACC (IV)/ dl771203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL771203473292575325340
Purchased by	: McGraw Hill Education India Pvt Ltd
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: McGraw Hill Education India Pvt Ltd
Second Party	: S KALARANI J DAFNI ROSE AND K VIJAYAKUMAR
Stamp Duty Paid By	: McGraw Hill Education India Pvt Ltd
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

PUBLISHING AGREEMENT

Agreement dated **July 22, 2016**, between McGraw Hill Education (India) Pvt. Ltd., (the "Publisher") having its Registered Office at P-24, Green Park Extension, New Delhi – 110016 and Corporate Office at B-4, Sector-63, Dist. Gautam Budh Nagar, Noida, U.P. – 201301 and

1.

S. Kalarani
HOD and Associate Professor, Dept. of IT
St. Joseph's Institute of Technology
Chennai- 600119

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

2.

J. Dafni Rose
HOD and Associate Professor, Dept. of CSE
St. Joseph's Institute of Technology
Chennai- 600119

3.

K. Vijayakumar
Associate Professor, Dept. of CSE
Joseph's Institute of Technology
Chennai- 600119

(the "Author")

Rights Granted

1. The Author agrees to prepare for publication a work tentatively titled

Computer Programming

(the "Work").

The Author hereby grants, transfers and assigns solely and exclusively to the Publisher the Work and all rights (including all copyrights and renewals, adaptations, extensions and continuations of copyrights) in the Work throughout the world in all language. This grant includes, but is not limited to, the right to reproduce, print, distribute, display, perform, market, promote, publish, license and sell the Work and all versions, revisions, editions/custom editions and derivatives of the Work now in existence or hereafter created, in whole or in part, and in all languages and in all forms, formats and media now known or hereafter developed, including, without limitation, by any electronic or digital means, or as part of an electronic database, and the right to license or permit third-parties to exercise any and all such rights. The terms of this Paragraph 1 shall apply to all Ancillary Materials prepared and delivered by the Author.

It is hereby clearly expressed and understood between both the parties that this work will primarily be used for preparing customized book(s) as per specific syllabus requirements of particular customers of the Publishers, and will not be published and sold in the open market.

Term of an Agreement

2. This agreement shall commence from the date of signing of an agreement, and shall be valid for the life term of the Copyright unless the Parties mutually decide to terminate an agreement with the written consent of the other before the said term of an Agreement.

Manuscript Delivery

3. The Author agrees to deliver to the Publisher a complete and final manuscript, acceptable to the Publisher in form, content and marketability for publication and ready for production on or before **July 22, 2016** (the "Delivery Date"). The cost of the preparation of the typescript/CD/DVD/E-mail and accompanying material shall be borne by the Author(s).

Royalties

4. The Publisher will pay royalty to the Author at the rates mentioned below:

- a) 15% of the Publisher's Net Receipts (as defined in Paragraph 13(E) below) from the sale and licensing of print;
- b) 7.5% of the Publisher's Net Receipts (as defined in Paragraph 13(E) below) on electronic editions of the Work; and
- c) 7.5% of the Publisher's Net Receipts (as defined in Paragraph 13(E) below) from the sale of customized product

except as otherwise provided in this Agreement.

In the case of two or more Authors, the aforesaid royalty shall be divided as follows:

- **S. Kalarani - 34% of royalty payable**
- **J. Dafni Rose - 33% of royalty payable**
- **K. Vijayakumar - 33% of royalty payable**

Any change in the name of beneficiary, the Author shall notify to Publisher, the change by way of the annexure duly signed by the Author.

Nomination

5. (A) In the event of death of the Author, subject to the other terms and conditions stated here in the agreement, the royalty payment shall be made by the Publisher to none other than the nominee so nominated by the Author at the time of entering into this Memorandum of Agreement.

The Author hereby nominates Mr./Mrs/.....
S/o, W/o, D/o

.....
to whom the royalty payment in this case shall be made by the Publisher, subject to the nominee notifying the Publishers through Registered Post within 90 days of such death accompanied by proof of registration of such death with the concerned Government Department.

(B) The nominee shall only be entitled to the royalty payment as may be agreed between the Author and Publisher and have no say in the changes to the terms.

(C) In case of two or more Authors, the royalty terms can be revised by the Publisher subject to the approval of the existing Author. The nominee of the deceased author shall have no say in the royalty terms.

(D) In case where the nominee is the trust, the Publisher can ask for the no objection certificate for (i) any revisions to the manuscript, whenever required; (ii) to print the name of the co-author in the Work. Such documents shall be furnished within a period of three working days from the date of receipt of request.

Submission of Manuscript

6. (A) The final manuscript shall be in double-spaced typescript suitable for use as printer's copy or in the form of a word processed CD/DVD/E-mail accompanied by hard copy, and acceptable to the Publishers in content and physical form and shall be accompanied by appropriate illustrative material, instructional aids and index.

(B) The form, content and marketability of the manuscript of the Work must be acceptable to the Publisher. If the manuscript of the Work is not acceptable to the Publisher based on its form, content or marketability, then the Publisher has the right to request modifications to the Work submitted by the Author under Paragraph 6(A) above. In such event, the Author agrees to revise and resubmit the Work, or portion(s) of the Work, within the reasonable period of time specified by the Publisher in writing.

Editing the Author's Corrections

7. (A) The Publisher has the right to make such editorial revisions and changes in the manuscript of the Work as it deems necessary, provided the meaning of the Work is not materially altered. The Author will be given an opportunity to review these changes.

(B) The Author agrees to read, correct and return promptly to the Publisher all proofs of the Work submitted by the Publisher. If the Author does not return corrected proof of the Work to the Publisher within the reasonable period of time specified by the Publisher, the Publisher may consider such material approved by the Author. The Author will be responsible for the completeness and accuracy of corrections and will bear the cost of alterations in proofs (other than those resulting from printer's or the Publisher's errors) exceeding 15% of the cost of original composition and artwork. These costs will be charged against any sums due to the Author under this Agreement.

Permissions for Copyrighted Material

8. The Author will not include in the Work material from other copyrighted works without the written permission of the owner of such copyrighted material (collectively, "Permissions Materials"). The Author will identify for the Publisher in writing and obtain and pay for all such fees and costs incurred in obtaining such permissions and will file with the Publisher the originals of all such permissions on or before the Delivery Date. All permissions will be in form and content satisfactory to the Publisher. At the Author's request, the Publisher will provide reasonable guidance to the Author in obtaining such permissions.

Any act of plagiarism by the Author constitutes civil violation and cognizable criminal offence under the provisions of Sections 63 and 64 of the Copyright Act, 1957, punishable with Imprisonment up to three years and Penalty up to Rupees Two Lakhs.

Other Items Furnished by the Author

9. (A) The Work will include, and the Author will deliver with the Work under Paragraph 2 above at the Author's sole cost and expense, the following: (i) table of contents; (ii) preface; (iii) bibliography; (iv) all photographs, artwork and other illustrations and line drawings, with captions; and (v) index.

(B) The Author also agrees to prepare and deliver at the Author's sole cost and expense, within the reasonable period of time specified by the Publisher in writing, the following: (i) instructor's manual; (ii) solutions manual; (iii) test item file; (iv) material for accompanying website;

(C) If the Author fails or refuses to prepare and deliver any of the items as specified in Paragraphs 9(A) and 9(B) above, acceptable to the Publisher, then the Publisher may prepare them and charge the reasonable cost of preparing them against all sums accruing to the Author under this Agreement.

The Author's Warranty

10 (A) The Author represents and warrants to the Publisher that: (i) the Author has full power and authority to enter into this Agreement and to grant, transfer and assign to the Publisher the rights granted, transferred and assigned in this Agreement; (ii) the Author has not and will not grant, transfer or assign any such rights to a third-party, or pledge or encumber any such rights; (iii) the Author is the sole owner of the Work and all rights granted, transferred and assigned hereby, except for material in the public domain which the Author has identified for the Publisher and the Permissions Materials; (iv) all material in the Work and in the Ancillary Materials prepared or delivered by the Author hereunder (collectively, "Author Material") is original and previously unpublished, except for material in the public domain which the Author has identified for the Publisher and the Permissions Materials; (v) the Author Material will not infringe or violate any copyright, trade name, trademark or other proprietary right; (vi) the Author Material will not contain any offensive, libelous, obscene or unlawful matter, or any instruction that is inaccurate or injurious to the user; and (vii) the Author Material will not contain any material that would invade or violate any right of privacy, publicity, personal or proprietary right, any contract right or other applicable law or statutory right.

(B) The Author will indemnify and hold harmless the Publisher, its licensees and any sellers of the Work from and against all losses, claims, damages, liabilities and expenses, including reasonable attorneys' fees and costs of settlement, arising from the Author Material or from any breach or alleged breach of the Author's representations and warranties. The Publisher will have the right to assume and control the defense and/or settlement of any such claim, action or proceeding with counsel selected by the Publisher, provided the Author will not be responsible for indemnifying any settlement made without the Author's approval, which will not be unreasonably withheld. Until such claim, action or proceeding has been settled or withdrawn, the Publisher may withhold any sums due the Author hereunder. The Author will fully cooperate with the Publisher in the defense of any such claim, action or proceeding and may join in such defense with counsel selected and paid for by the Author.

(C) The representations and warranties contained in this Agreement will survive termination of this Agreement for any reason.

Manuscript Acceptance and Publication

11. (A) After the Publisher's acceptance of the complete, final revised manuscript, the Publisher will publish the Work in book and/electronic form/ or media now known or hereafter developed at its own expense within a period of 120 days from the date of **July 22, 2016**. All decisions as to style of printing, paper and binding, trademark, logo or imprint, single or multiple volume format, design and programming of electronic editions, selection of title and cover, price(s) and all other matters involving terms of sale, distribution, advertising, promotion, appearance, design and format of the Work will be made by the Publisher in its sole discretion. The Publisher will publish the Work with such notice of proprietary rights, including copyrights, in the Work as the Publisher considers appropriate.

(B) It is understood that acceptance of the Work for publication by the Publisher will be determined by the Publisher in its sole judgment based on its analysis of the Work's form, content and marketability.

(C) The Publisher and its licensees may display and use the name, biographical material and likeness of the Author on the Work and in any promotional materials used to market the Work.

Other Royalties

12. The Publisher agrees to pay the Author royalties equal to 50% of the amount actually received by the Publisher from (i) any license by the Publisher to an affiliate, subsidiary, branch or division of the Publisher or to a third-party of any rights transferred to the Publisher under this Agreement or (ii) any permission the Publisher grants to a third-party to use or quote portions of the Work in such third-party's publication.

Payment Matters

13. (A) Payment. "Within 90 days after December 31 each year, the Publisher will render a statement of sales and licensing of the Work for the relevant calendar year and shall make settlement for the amount payable to the Author under this Agreement, EXCEPT THAT the Publisher may, in its sole discretion, change the foregoing by giving prior notification of the same to the Author, whether through e-mail, letter or any other written means. The royalty payments are subject to Tax Deducted at Source as per the prevailing Income Tax Act (if any). Any sums owing from Author including advances to the publisher whether or not arising out of this agreement may be charged against any sums accruing to the author under this Agreement or under any other agreement between the author and the Publisher. If there are multiple Authors under this agreement, sum owing from an individual Author will be charged only against sums accruing to that Author."

(B) If in a given royalty settlement period, royalty accrual for the work is negative due to sales returns, Publisher will adjust such amount against royalty accrual(s) of any other work(s) of the Author(s) or can adjust against any sum payable to the Author(s).

(C) Allocation on Custom and Bundled Products. For uses of portions of the Work in custom or Primis editions or products, the Author's royalty will be proportionately based upon the amount of material from the Work included in the product compared to all material in such product. If, however, in the Publisher's good faith judgment, only a permission fee is justified due to the amount of material from the Work used in the product, the Author will be entitled only to payment of an amount equal to 50% of the permission fee the Publisher would have charged a third-party for said usage and actually received by the Publisher. For sales of the Work as part of a bundle with other products, the Author's royalty will be based pro rata on the prices of the bundled products.

(D) No Royalties Payable. No royalty or other payment will be due for (1) any copies of the Work, or a derivative work, in any form or media, which are distributed free of charge or at or below cost; (2) ancillary or supplementary materials prepared by the Author or others distributed free of charge or at or below cost in connection with the Work; (3) any copies of the Work, or a derivative work, or selections from it furnished by the Publisher to others without payment for the purposes of promotion or publicity or for any other purpose deemed appropriate by the Publisher in its sole discretion; and (4) any not-for-profit publication of the Work or a derivative work, or any material therefrom, in Braille or in special editions for the physically or visually handicapped.

(E) Net Receipts. "Net Receipts" from the Work means the Publisher's selling price from each copy of any edition or version of the Work sold or licensed by the Publisher, after any discounts, rebates and amounts credited for returns and shall not include shipping or handling charges or sales, excise, value added or similar taxes, if any.

The Author's Copies

14. The Publishers agree to give to the Author(s), on publication of the first edition of the work, each author one copy of that edition and on publication, one copy of each new edition to each author. The Publishers further agree to give to the Author(s) one copy of each reprint of every edition.

Revisions

15. The Author agrees to revise the Work, or any part of it, or prepare brief or alternate editions or versions of the Work, at the Publisher's request (a "Revision"). The terms of this Agreement will apply to each Revision as though it were the Work being published for the first time under this Agreement. The Publisher will have the sole right to determine if and when a Revision is to be prepared and published. If, in the Publisher's good faith judgment, the Author is unable or unwilling for any reason to provide a Revision acceptable in form, content or marketability within a reasonable time specified by the Publisher in writing, then the Publisher may have the Revision (and subsequent Revisions, in the Publisher's discretion) prepared by others and deduct from the Author's royalties the cost of preparing such Revision (and from subsequent Revisions, in the Publisher's discretion), including without limitation, any fees and/or royalties paid to the reviser of such Revision. The Publisher will have the right, in its sole discretion, to identify any reviser of the Work as an Author of the Work, or to use any individual Author's name in connection with any edition of the Work even if such individual Author did not participate in the preparation of that Revision.

Intellectual Property:

16. The Author agrees that the title given to the Work when ready for publication, branding/marketing material, shall be the sole property of the Publisher and that the Author cannot use without the written consent of the Publisher or claim during the term of the Copyright.

Competing Works

17. The Parties agrees that during the term of this Agreement, the Author reserves the right to prepare or publish any other work which in the Publisher's judgement would not interfere, injure or potentially conflict with the sale of the Work.

Out of Print

18. When the Publisher decides that demand for the work no longer warrants its continued publication, the Publisher may discontinue publication and declare the work out of print. Upon the Publisher's signing and delivery to the Author of such assignment, this agreement will terminate as outlined in Paragraph 19. This cancellation will not, however, prejudice rights in the work acquired by third parties during the period of its operation. In cases of translations, abridgements, reprints and adaptations of the work published by the Publishers themselves, the Publishers will continue to enjoy exclusive rights for these till all copies on hand on the date of termination of this agreement have been sold out.

Termination

19. (A) The Publisher may elect to terminate this Agreement and recover from the Author any monies paid to or on behalf of the Author in the event that: (i) the Author is unable, unwilling or otherwise fails to deliver the Work for any reason by the Delivery Date specified under Paragraph 3 above or (ii) after the Author has revised the Work as requested by the Publisher under Paragraph 7(B) above, the Work is still not acceptable to the Publisher based on its form, content or marketability. If the Publisher so terminates this Agreement, all rights granted by the Author to the

Publisher hereunder shall revert to the Author and the Author will have the right to publish the Work elsewhere, but only if and after the Author has repaid to the Publisher all monies previously paid to or on behalf of the Author.

(B) The assignment of rights to the Author and/or the termination of this Agreement will be subject to (i) any license granted by the Publisher before the termination (and any amendments, renewals and extensions of any such license) and the Publisher's right to its share of the proceeds from such licenses after the termination and (ii) the Publisher's continuing right to sell all remaining copies of the Work on hand at the time of such termination. If there are multiple individual Authors under this Agreement at the time of termination, they will take ownership of such rights in proportion to their respective shares of the royalties under this Agreement at the time of termination.

Multiple Authors

20. For purposes of this Agreement, whenever the term "Author" refers to more than one person, all such persons are collectively referred to as the "Author". Except as otherwise provided in this Agreement, the obligations and liabilities of the Author are joint and several, but the Publisher reserves the right to exercise any or all of its rights against only the individual Author who does not perform as provided in this Agreement.

Right of First Refusal

21. The Author grants the Publisher the exclusive option to publish the Author's next work. The Author will deliver a written proposal to the Publisher for such new work, whereupon the Publisher will have sixty days to send written notice to the Author of its intention to exercise this option.

Miscellaneous

22.

(A) Applicable Law and Forum. This Agreement will be interpreted, enforced and construed in accordance with and governed by the laws of India, regardless of the place of its execution or performance and without regard to rules regarding the conflict of laws. The parties agree that any disputes arising out of or related to this Agreement will be brought only in the courts of Delhi, and the parties expressly consent to the exclusive jurisdiction of such courts for such purposes.

(B) Assignment. The Author may not assign this Agreement or assign or delegate the Author's obligations hereunder in whole or in part without the prior written consent of the Publisher. Any prohibited assignment of this Agreement or delegation of duties hereunder is not valid or binding on the Publisher. The Publisher may assign this Agreement and/or any interest or right contained in it. Notwithstanding anything to the contrary in this Agreement or otherwise, the Publisher may make any such assignment without payment or other obligation to the Author. Subject to the foregoing, this Agreement will be binding on the parties signing it and on all their heirs, legal representatives, successors and permitted assignees.

(C) Amendment; Waiver. No amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by all parties affected by the amendment or waiver.

(D) Relationship of the Author and the Publisher. The Author does not, and will not, have any power, right or authority to bind the Publisher, or to assume or create any obligation or responsibility on behalf of the Publisher, or to require the Publisher to be or act as a fiduciary for the benefit of the Author. The parties hereto shall be considered independent contractors for all purposes.

(E) Complete Agreement. This Agreement constitutes the complete understanding of the parties and supersedes all prior written or oral agreements or understandings of the parties relating to its subject matter.

(F) Notice. Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be delivered through a registered mail with acknowledgement or sent by any reputed courier with written acknowledgement or receipt, or by facsimile followed by a confirmation letter by registered mail at the addresses set forth in this Agreement or to its last known place of business.

(G) Confidentiality. The Author agrees to keep confidential and not disclose the terms of this Agreement, except to the Author's legal and financial representatives on a need to know basis or pursuant to a valid court order.

23. IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents and a duplicate hereof the day and year therein above written.

Witnessed by:

As to the Author(S)

Author(S)

Name and Address

Name:
Income Tax Permanent Account#

S. Kalarani
St. Joseph's Institute of Technology

Name:
Income Tax Permanent Account#

J. Dafni Rose
St. Joseph's Institute of Technology

Name:
Income Tax Permanent Account#

K. Vijayakumar
St. Joseph's Institute of Technology

Place:

Place:

Date:

Date:

As to the Publisher

For the Publishers:

Name and Address
Vibha Mahajan
Director - Products
Higher Education & Professional

Name and Designation
Kaushik Bellani
Managing Director

Place: Noida
Date: July 23, 2016

Place: Noida
Date: July 23, 2016