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## **AGREEMENT**

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Dated: 22 June 2016

Between: Peter Nakaji, Vadim Byvaltsev, and Robert F. Spetzler

hereinafter called the “Series Editor” and Thieme Medical Publishers, Inc., a New York Corporation located at 333 Seventh Avenue, New York, New York 10001 (or any imprint or subsidiary of the Publisher or successors in interest), hereinafter called the “Publisher.”

WHEREAS, the Publisher intends to appoint three editors to serve as Series Editor for a series of books on the subject of fundamental skills in neurosurgery (hereinafter called the “Series”),

WHEREAS, the Publisher is prepared to publish the Series, it is agreed as follows:

### **1. Editorship**

The Series Editor will assist the Publisher in the recruitment of authors of authors for the titles in the Series, review all proposals submitted to the Publisher, and assist the Publisher in ensuring that manuscripts are submitted to the Publisher in a timely fashion in the proper format and according to the agreed upon schedule.

### **2. Aims and Scope**

The Series will consist of three or more books and other materials.

### **3. Schedule of Publication**

The Series Editor and Publisher will strive to contract and publish one book per year as part of the series.

### **4. Editorial Remuneration**

The Publisher will pay the Series Editor \$1,000 for each title in the series in which the Series Editor recruits the author. Payment will be made upon publication of the book. In the event that the Series Editor consists of more than one signatory, this remuneration will be divided equally. If the Series Editor serves as the author for a book in the series, that editor will not receive their portion of this remuneration.

### **5. Series Editor's Complimentary Copies**

Each Series Editor will receive two complimentary copies of each title in the Series upon publication.

## **6. Publisher's Responsibilities**

The Publisher will be responsible for the design, manufacture, promotion, and sales of the Series and shall bear all costs involved in producing the books in the Series and marketing, selling and collecting payments at its own risk.

## **7. Copyright and Ownership**

Before, during and after the term of this Agreement, the copyright, name and ownership of the Series in all related media, works in progress, and any trademarks are the exclusive property of the Publisher. A notice to this effect will be published in all books in the Series. The Series Editor assigns to the Publisher any copyright he might claim in the material in the Series, its organization or for any reason. The Series will appear under the imprint of Thieme, or other such imprint as the Publisher may determine.

## **8. Series Editor's Appointment**

This agreement will terminate 30 June 2019. Thereinafter, this Agreement shall be renewed for additional one year periods unless either party gives the other written notice of termination not less than six months prior to the initial term or any renewal of the term. If the Publisher sells or otherwise disposes of the Series, this Agreement may terminate at the discretion of the Publisher. In the event of the incapacity of the Series Editor, the Publisher shall be free to appoint another editor after consultation with the remaining editor.

## **9. Breach of Contract**

Either party may terminate this Agreement and seek damages for the other party, if the other party breaches a term of this Agreement and fails to cure the breach within thirty days of receiving written notice of the breach.

## **10. Competing work**

The Series Editor will not during the term of the Agreement, without the consent of the Publisher, serve as Series Editor of a competing series nor author or edit a book in a competing series.

## **11. Applicable Law**

This Agreement shall in all respects be interpreted and constructed in accordance with and governed by the laws of the state of New York, regardless of the place of its execution or performance.

## **12. Complete Agreement**

This Agreement contains the complete agreement between the parties with respect to its subject matter, supersedes all existing agreements between them, and can only be changed in writing.

## **13. Notices**

Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by certified or registered mail, return receipt requested, to either party.

## **14. Assignment**

This Agreement shall not be assignable by either party, except that the Publisher may assign this Agreement in the event of a sale or transfer of the assets pertinent to the Series.

## **15. Severability**

If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provision of this Agreement.

## **16. More Than One Signatory as Series Editor**

In the event that the Series Editor consists of more than one signatory, the obligations of all the signatories under this Agreement shall be joint and several unless otherwise expressly provided in this Agreement, but the Publisher reserves the right to exercise any or all of its remedies against only the signatory who does not perform as provided in this Agreement.

## **17. Electronic or manual signatures**

This agreement is legally binding if signed either electronically or manually.

In Witness Whereof the parties hereto have executed this Agreement the day and first above written.

Thieme Medical Publishers, Inc.

By:

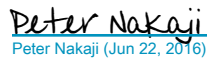
  
Brian D. Scanlan (Jun 22, 2016)

Brian D. Scanlan, President

  
Timothy Y. Hiscock (Jun 22, 2016)

Timothy Y. Hiscock, Executive Editor

Series Editor:

  
Peter Nakaji (Jun 22, 2016)

Peter Nakaji

  
Vadim Byvaltsev (Jul 9, 2016)

Vadim Byvaltsev

  
Robert F. Spetzler, MD (Jul 7, 2016)

Robert F. Spetzler