## Memorandum of Understanding

This Memorandum of Understanding (MOU) made on 09<sup>th</sup> August 2016 between the **Publishing India Group, New Delhi** (Publisher), represented by the <u>Director</u> (which expression shall, unless excluded by or repugnant to the context, be deemed to include his successor in office or assign) and **HKBK College of Engineering, Bengaluru** (Associate) represented by the <u>Principal</u> (which expression shall, unless excluded by or repugnant to the context, be deemed to include his successor in office or assign) of the other part for print, online and both, publishing of Journal "<u>HKBK INTERNATIONAL</u> JOURNAL OF ENGINEERING SCIENCES AND TECHNOLOGY [ HIJEST ]"

### I- SCOPE:

Availability of Indian research / non research content continues to have reference value over time. Easy availability of such information through print, digital and other modes, serves important societal, cultural, managerial, scientific and technological developmental goals, including the preservation of effort made by Indian authors. It is the aim of the memorandum to strengthen co-operation between Indian authors and content service provider to facilitate access through Internet and soft copy format to the end users as agreed between Publishing India Group and associate. This will enhance value for Indian research and disseminate it to masses.

### II- RESPONSIBILITIES OF PUBLISHER

- 1. Publishing India Group will take care of printing, digitizing, storing and indexing current as well as back issues of the journal for which associate has given the rights. No promotional materials will be digitized and added to the website of the journal.
- 2. The resulting materials will be physically stored and hosted online on Publishing India server (www.publishingindia.com) and will be available for use in hard copy format as well as through Internet to the end users.
- Publishing India Group will provide electronic links to the journal articles from Publishing India server.
- 4. It is a collaborative project between Publishing India Group and Associate wherein a nominal amount of Rs.10,000/- per year for Biannual issues is to be paid as printing and production charge by associate for the said journal. This is only for first two years and will be waved off from third year onwards.
- 5. Publishing India Group will provide 20 complimentary copies of each issue; subject to Annual frequency of the journal. Complimentary copies have to be provided till the period of agreement and will be continued in case of extension of agreement period.

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Publishing India Group
56, Deepali, Pitampura

New Delhi-110034 Ph.011-47044510, 09899775880 Dr. CHAITANYA KUMAR M.V. Principal, HKBK College of Email., 22/1, Nagawara, Bangalore-560045

Karnataka, India

- Publishing India Group will to the extent possible, keep the content updated with 6. the latest information available from the associate. Publishing India will not be responsible for information currency.
- Publishing India Group will not be responsible for any ramifications arising out of 7. usage of information.
- The MOU shall remain in force initially for a period of five years from the date of 8. signing and shall be deemed to have continued thereafter to be in effect unless terminated by either party by giving three months written notice to the other.
- 9. On termination of the agreement, Publishing India Group shall provide continuing access for online content completed up to the date of such termination.

#### III RESPONSIBILITIES OF ASSOCIATE

- 1. The Associate agrees to grant to the Publishing India Group the exclusive and transferable rights to provide electronic content to the users for the purpose of research, teaching and private study.
- 2. The copyright of the data would remain with the respected Associate. Publishing India Group would retain marketing rights and provide access to the data to the subscribers / users through print as well as online media.
- 3. Associate allows Publishing India Group to decide on subscription pricing of the journal as well keep complete subscription proceeds of the same against provision of services.
- 4. The associate shall ensure timely and continuous supply of articles to Publishing India Group.
- 5. The associate shall remain solely responsible for all matters related to editorial functioning of the journal, which includes call for paper, management of received articles, review of articles, decision on articles, revision of articles, grammatical and punctuation check on articles, copyright form with respect to authors, preprint verification with authors.
- 6. The associate shall provide finalized articles, complete in all aspects to be hosted online in Microsoft Word format or PDF format.
- 7. The associate shall not extend these facilities made available within MOU to the other associate / third party.
- 8. Copyright materials should be distinctly identifiable in the given content. The associate indemnifies Publishing India Group from any ramifications arising out of any unauthorized use. The associate also indemnified Publishing India Group for any legal action etc regarding publication of contents by Publishing India Group.

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# IV JOINT RESPONSIBILTIES OF PUBLISHING INDIA GROUP AND ASSOCIATE:

- In any circumstances, Publishing India Group and Associate shall not disclose any information about each other to third party unless otherwise mutually agreed upon.
- 2. On all aspects where the above articles of understanding are silent or for special cases of deviation from these articles, the decision mutually agreed upon between Publishing India Group and the associate will be final. However, in case of any dispute relating to or arising out of MOU, such dispute shall be resolved amicably by mutual consultations. If such resolution is not possible, then the unresolved dispute or difference shall be referred to Delhi Jurisdiction only.

This MOU shall be effective when executed by or on behalf of both the parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN DUPLICATE ON THE DAY AND THE YEAR HEREINAFTER INDICATED.

FOR AND ON BEHALF OF Publishing India Group

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56, Deepali Enclave, Pitampura New Delhi – 110088

Publishing India Group 56, Deepali, Pitampura New Delhi-110034 Ph.011-47044510, 09899775880

Witness

Signature With

Name Kaulta Supta.

Designation. office head

FOR AND ON BEHALF OF

HKBK College of Engineering

22/1, Nagawara, Bengaluru – 560045

Dr. CHAITANYA KUMAR M.V. Principal, HKBK College of Engg., 22/1, Nagawara, Bangalore-560045 Karnataka, India

Witness

Signature.

Name: Prof. Syed Mustafa

Designation: HOD ISE AFA

Professor & Head of the Dept.,
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