

Publishing Agreement



Series Title:
Advances in Intelligent Systems and Computing

The following agreement has been approved by and entered into between

Dr. Suresh Chandra Satapathy
Professor and Head
Department of Computer Science & Engineering,
Anil Neerukonda Institute of Technology and Sciences
Bheemunipatnam (Municipality) Sangivalasa,
Vishakapatnam (District) – 531162, Andhra Pradesh, India

Dr. Jyotsna Kumar Mandal
Professor & Former Dean,
Department of Computer Science & Engineering,
Kalyani University, Kalyani, Nadia,
West Bengal – 741235, India

Prof. Siba K Udgata
AI Lab, School of Computer & Information Sciences
and Director, Center for Modelling, Simulation and Design (CMSD)
University of Hyderabad,
Hyderabad – 500046, India,

Dr. Vikrant Bhateja
Head (Academics & Quality Control)
Department of Electronics and Communication Engineering,
Shri Ramswaroop Memorial Group of Professional Colleges (SRMGPC),
Faizabad Road, Tiwariganj,
Lucknow – 227105, Uttar Pradesh, India

(hereinafter called **Editor**)
on the one part and

Springer (India) Pvt. Ltd.
7th Floor, Vijaya Building, 17 Barakhamba Road
New Delhi 110 001, India
(hereinafter called **Springer**)
on the other part.

When Editor is more than one person the expression “Editor” as used in this agreement will apply collectively unless otherwise indicated.

§ 1 Rights Granted

- 1.1 Editor, in cooperation with further contributing authors to the work (hereinafter called **Authors**), undertakes to prepare for publication by Springer a work provisionally entitled:

Information Systems Design and Intelligent Applications

Proceedings of Third International Conference INDIA 2016, Volumes 1 and 2

(hereinafter called **Work**)

comprising approximately 800 (each volume) pages, including approximately 400 (each volume) illustrations. The Work may contain or link to media, social or functional enhancements. If such enhancements are included in or linked to the Work it will be specified in clause 9. To the extent Clause 9 specifies that enhancements are included in the Work, they are an integral part of the Work and, unless otherwise explicitly set forth in Clause 9, all rights, licenses and obligations agreed to hereunder shall apply to such enhancements.

- 1.2 Editor hereby grants and assigns to Springer the exclusive, sole, permanent, world-wide, transferable, sub-licensable and unlimited right to reproduce, publish, distribute, transmit, make available or otherwise communicate to the public, translate, publicly perform, archive, store, lease or lend and sell the Work or parts thereof individually or together with other works in any language, in all revisions and versions (including soft cover, book club and collected editions, anthologies, advance printing, reprints or print to order, microfilm editions, audiograms and videograms), in all forms and media of expression including in electronic form (including offline and online use, push or pull technologies, use in databases and data networks (e.g. the Internet) for display, print and storing on any and all stationary or portable end-user devices, e.g. text readers, audio, video or interactive devices, and for use in multimedia or interactive versions as well as for the display or transmission of the works or parts thereof in data networks or search engines, and posting the Work on social media accounts closely related to the Work), in whole, in part or in abridged form, in each case as now known or developed in the future, including the right to grant further time-limited or permanent rights. Springer especially has the right to permit others to use individual illustrations, tables or text quotations and may use the Work for advertising purposes. For the purposes of use in electronic forms, Springer may adjust the Work to the respective form of use and include links (e.g. frames or inline-links) or otherwise combine it with other works and/or remove links or combinations with other works provided in the Work. For the avoidance of doubt, all provisions of this contract apply regardless of whether the Work itself constitutes a database under applicable copyright laws or not.
- 1.3 Springer may take, either in its own name or in that of copyright holder, any necessary steps to protect these rights against infringement by third parties. It will have a copyright notice inserted into all editions of the Work according to the provisions of the Universal Copyright Convention (UCC) and dutifully take care of all formalities in this connection in the name of the copyright holder. The parties acknowledge that there may be no basis for claim of copyright in the United States to a Work prepared by an officer or employee of the United States government as part of that person's official duties. If the Work was performed under a United States government contract, but Editor is not a United States government employee, Springer grants the United States government royalty-free permission to reproduce all or part of the Work and to authorize others to do so for United States government purposes. If the Work was prepared or published by or under the direction or control of Her Majesty (i.e., the constitutional monarch of the Commonwealth realm) or any Crown government department, the copyright in the work shall, subject to any agreement with Editor, belong to Her Majesty. If Editor is an officer or employee of the United States government or of the Crown, reference will be made to this status on the signature page.

§ 2 Delivery and Acceptance of the Work

2.1 Editor agrees to deliver a manuscript of the Work to Springer not later than **01/10/2015**.

The manuscript meets the terms of this agreement only if it satisfies the agreed stipulations as to form, content and size according to guidelines provided by Springer upon signature. Springer reserves the right to provide reasonable updates thereof. Editor is responsible for correctness of the manuscript, including content, language, formal presentation, and completeness. Editor shall be responsible for ensuring that the content of each contribution meets the designated requirements of Springer for the Work.

2.2 Springer is entitled to carry out editorial changes on the manuscript within the usual limits. This is intended especially to enhance the uniform overall organization and form of the Work. Any significant changes in content require the approval of Editor. Springer is entitled to prepare and use summaries within the intended use of the Work and for the purposes of sales, distribution and advertising. In the case of special copyediting which is necessary above and beyond that for normal manuscript preparation for typesetting, the costs will be borne by Editor.

2.3 Editor, in cooperation with the Authors, warrants that the Work is original except for such excerpts from copyrighted works (including illustrations, tables, animations and text quotations) as may be included with the permission of the copyright holder thereof, in which case(s) Editor shall make sure that the Author(s) obtain(s) written permission to the extent necessary and that the Author(s) indicate(s) the precise sources of the excerpts in the manuscript.

Editor, in cooperation with the Authors, warrants that they have the power to grant the rights in accordance with Clause 1 "Rights Granted", that Editor has not assigned such rights to third parties, and that the Work has not heretofore been published in whole or in part. Editor is responsible for ensuring that all Authors sign Publishing Agreements or Consent-to-Publish forms in which each Author warrants that his/her contribution contains no libelous statements and does not infringe on any copyright, trademark, patent, statutory right or proprietary right of others, including rights obtained through licenses; and that each Author will indemnify Springer against any costs, expenses or damages for which Springer may become liable as a result of any breach of this warranty. In case an Author is not willing or is unable to sign such statement, but the Editor insists on a publication of this contribution in the Work, despite the Author's not having signed the warranty/indemnification declaration, the Editor shall indemnify Springer against any damages resulting from the infringement of any third party rights.

§ 3 Publication of the Work

3.1 Springer will undertake the publication and distribution of the Work in print and electronic form at its own expense and risk. The final determination of the electronic formats and the number of copies produced is at the discretion of Springer. Springer will, at its sole discretion, set or alter the list-price, allow for deviations from the list-price (if permitted under applicable jurisdiction) and promote the Work as it considers most appropriate to optimize sales, including a good and suitable presentation for all distribution channels. Illustrations and any other material or immaterial property prepared at the expense of Springer (including, if applicable, printing plates or films) remain, as between the parties, the exclusive property of Springer.

3.2 Springer is entitled, depending on the market and the demand, to publish and distribute the Work in installments (including but not limited to individual chapters) or to order. In case the Work is stored in physical stock Springer is also entitled to pulp the print run or any portion thereof without previously notifying Editor. Springer is required to continue promoting the Work and to retain a sufficient number of copies unless the Work is available in electronic form or on the basis of a print-to-order offer.

§ 4 Approval for Publishing

- 4.1 Editor, in cooperation with the Authors, shall proofread the page proofs, check the illustrations as well as any media, social or functional enhancements, if any, and give approval for publishing. Editor's approval for publishing is deemed to have been given if Editor does not respond within a suitable period of time after receiving the proofs. Proofs are sent to enable Editor and Authors to check that the manuscript has been properly set in type and to allow Editor to correct any typesetter's or illustrator's errors. In case Editor makes additional changes that lead to additional costs for Springer, and if such costs exceed 10% of the total cost of typesetting (or reproduction in the case of illustrations) they will be borne by Editor.
- 4.2 Should Editor make any content changes to the final proofs of the contributions after the Authors have given their approval for publication, Editor shall indemnify Springer against any damages for which Springer may become liable as a result of the change of content.

§ 5 Complimentary Copies, Editor's Discount for Books and Electronic Access

- 5.1 Editor or, if "Editor" comprises several individual editors, each of the co-editors who is party to this agreement, is entitled to receive 6 (six) printed copies free of charge and may obtain additional copies for personal use at a discount of 33 1/3% off the list-price if ordered directly from Springer.
- 5.2 Furthermore, Editor is entitled to purchase for his/her personal use (directly from Springer) other books published by Springer at a discount of 33 1/3% off the list price for as long as there is a contractual arrangement between Editor and Springer and subject to applicable book price regulation. Resale of such copies or of free copies is not permitted.
- 5.3 Springer shall provide electronic access to the electronic version of the Work on Springer's Internet portal, currently known as SpringerLink, to Editor. Furthermore, Editor has the right to download and disseminate single chapters from his/her Work created and provided by Springer for his/her private and professional non-commercial research and classroom use (e.g. sharing the chapter by mail or in hard copy form with research colleagues for their professional non-commercial research and classroom use, or to use it for presentations or handouts for students). Editor is also entitled to use single chapters for the further development of his/her scientific career (e.g. by copying and attaching chapters to an electronic or hard copy job or grant application). In each case, Springer grants the rights to Editor under this clause provided that Editor has obtained the prior consent of the (co-)author(s) of the respective chapter.

§ 6 Consideration

- 6.1 The Parties agree that Springer's efforts in publishing and promoting the Work are good and valuable consideration for the rights granted by Editor under this agreement. The Parties expressly exclude any royalty, remuneration or license fee whatsoever. In case the Work contains or links (e.g. through frames or in-line links) to media, social or functional enhancements, the complimentary copies and/or access rights granted under this contract, are deemed to be adequate consideration.
- 6.2 Any publisher's proceeds from rights managed by national copyright organizations (collecting societies including but not limited to societies such as Copyright Clearance Center) are the sole property of Springer. Any such editor's proceeds are the sole property of Editor, and if applicable, registration and taxation of such proceeds is Editor's sole responsibility.

§ 7 Competing Works

Editor agrees not to contribute or to release to another publisher any publication that contains expression or subject matter substantially similar to the Work and which may compete with the Work. Any publication of substantial parts of the Work requires the prior written consent of Springer, such consent not to be

unreasonably withheld. Editor retains, in addition to uses permitted by law, the right to communicate the content of the Work to other scientists, to share the Work with them in manuscript form, to perform or present the Work or to use the content for non-commercial internal and educational purposes, provided the Authors agree and that the Springer publication is mentioned as the original source of publication in any printed or electronic materials.

§ 8 New Editions

- 8.1 Springer has the sole right to determine the publication of any subsequent edition, such determination to be made only after consultation with Editor. In the event of subsequent editions, they shall be published by Springer. Once notified by Springer that a new edition is deemed necessary, Editor agrees to deliver an updated manuscript according to the terms of Clause 2 "Delivery and Acceptance of the Work", together with the material for any new illustrations, within 9 months of such notification. Substantial changes in the nature or size of the Work require the approval of Springer.
- 8.2 If Editor, for whatever reason, is unwilling, unable or fails to submit an updated manuscript that meets the terms of this agreement within the above stated period, then Springer is entitled to revise, update and publish the content of the original edition or to designate one or more individuals to prepare this and all future editions. In this case, Editor does not participate in preparing future editions.

§ 9 Miscellaneous

The third international conference on INformation Systems Design and Intelligent Applications (INDIA – 2016) will be held in Vishakhapatnam, India during January 8 - 9, 2016.

Springer will provide 100 CD-ROMs in jewel cases to the Editor containing Volume 1 and Volume 2. The Editor agrees not to replicate CD-ROM for any further distribution. The Editor shall pay to Springer 23 Euros per CD towards the production cost. The shipping costs and customs fees will be extra and to be paid by Editor. As per the mutual agreement, the Editor shall make this above-mentioned payment after receiving the CDs.

Editors are not allowed to make our Springer-copyrighted files freely available on the Internet or via an institutional repository.

§ 10 General Provisions

- 10.1 This agreement shall be governed by, and shall be construed in accordance with, the laws of India. The courts of New Delhi, India shall have the exclusive jurisdiction.
- 10.2 This agreement, and the documents referred to within, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any previous agreements, warranties, representations, undertakings or understandings. It may be modified or amended only in writing. For purposes of this agreement, "in writing" requires either a written and signed document or an electronic confirmation with DocuSign or similar e-commerce solution.
- 10.3 Nothing contained in this Agreement shall constitute or shall be construed as constituting a partnership, joint venture, or contract of employment between Springer and the Editor. Each editor is jointly and severally liable for the Editor's obligations. Neither party may assign this agreement to third parties but Springer may assign this agreement or the rights received hereunder to its affiliated companies.

To signify their agreement to the terms outlined herein, all parties have signed and exchanged this contract.

Editor(s)

Springer (India) Pvt. Ltd.

DocuSigned by:
Suresh Chandra Satapathy
E5AD43CBB9B040E...
Dr. Suresh Chandra Satapathy

DocuSigned by:
Aninda Bose
28415E4B16D443B...
Aninda Bose

DocuSigned by:
Jyotsna Kumar Mandal
36796EC69B84429...
Dr. Jyotsna Kumar Mandal

DocuSigned by:
Sanjiv Goswami
6D8B7F5E0359428...
Sanjiv Goswami
Managing Director

DocuSigned by:
Dr. Siba K. Udgata
D2A1674646D6485...
Prof. Siba K Udgata

DocuSigned by:
Vikrant Bhateja
E183C0DB425F4E0...
Dr. Vikrant Bhateja

date Feb-04-2015

date Feb-07-2015

For internal Springer use only:

Order Number:

GPU/PD/PS/RE/DS/Date: 3/59/362/3 February 2015

Legal Entity Number: 1064 Springer (India) Pvt. Ltd.

GT-E-Con-12/2014