

Publishing Agreement



This Publishing Agreement is made as of this 29th day of December 2016 between

Springer (India) Pvt. Ltd., 7th Floor, Vijaya Building, 17 Barakhamba Road, New Delhi 110 001, India
(hereinafter called "**Publisher**")

and

CSI Publications
Unit no. 3, 4th floor,
Samrudhi Venture Park,
MIDC Central Road,
Andheri (East)
Mumbai-400093
(hereinafter called "**Society**").

WHEREAS, the Society is the owner of a professional journal entitled

CSI Transactions on ICT
(hereinafter called "**Journal**")

WHEREAS, the Publisher is an experienced publisher of professional journals.

WHEREAS, the Society desires that the Publisher serve as the publisher of the Journal and undertake related activities with respect to the Journal, each as set forth in this Publishing Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Publishing Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Publication

The Publisher will publish and distribute the Journal commencing with Volume [4], Issue 1, January 1, [2016] in accordance with its standard practices and procedures, and as set forth in this Publishing Agreement.

2. Title and Designation of the Journal

During the term of this Publishing Agreement, the Journal shall be designated as the official publication of the Society, as follows:

- a. Each issue of the print edition of the Journal shall contain a prominent statement in the front matter and on the cover that the Journal is "An Official Journal of the Society." Each issue of any electronic edition shall contain the same statement, prominently placed.
- b. The Publisher will appropriately acknowledge that the Journal is the official publication of the Society in major Journal promotional materials.

3. Subscriptions

3.1. Institutional Subscriptions

"Institutional Subscriptions" shall mean subscriptions sold throughout the world to academic, medical, corporate, and other institutional libraries and other subscribers throughout the world, excluding Indian print edition. Institutional Subscriptions to the Journal shall include all regular issues of the Journal and any supplements. The Publisher shall be responsible for setting the annual Institutional Subscription rate. The Publisher recommends and the Society agrees that the initial rate shall be US\$704.

3.2. Individual Subscriptions

"Individual Subscriptions" shall mean subscriptions sold throughout the world, excluding Indian print edition, to individual persons who are not members of the Society. Individual Subscriptions to the Journal shall include all regular issues of the Journal and any supplements. The Publisher shall be responsible for setting the annual Individual Subscription rate. The Publisher recommends and the Society agrees that the initial annual rate shall be US\$250.

3.3. Society Member Subscriptions

- a. "Society Member Subscriptions" shall mean subscriptions managed by the Society, where in management will include print and distribution of print ready files provided by Publisher. As part of the package, the Publisher shall also provide to the Society free access to the electronic edition of the Journal through the Publisher's online information portal currently known as SpringerLink (or such other electronic format or system designated by the Publisher from time to time) for each active Society member. Society Member Subscriptions to the Journal shall include all regular issues of the Journal and any supplements.
- b. The Society agrees that the Publisher, or affiliated companies of the Publisher, may provide each member of the Society with email services, including but not limited to email alerts regarding upcoming issues of the Journal (so-called TOC alerts), unless the member refuses to obtain such services or wishes the email services to be limited to delivery of TOC alerts. Should the Society's member(s) not or no longer wish to receive the email services or should the Society's member(s) wish the services to be limited to the delivery of only TOC alerts, the Society or respective member will promptly notify the Publisher, or affiliated companies of the Publisher that are involved in rendering these email services, hereof in writing in accordance with section 23 of this Publishing Agreement or through the unsubscribe link provided in every TOC alert email message. The Society shall deliver to the Publisher the email address and other personal data needed of each member of the Society. The Society agrees that the processing of the data itself and rendering of the email services can be performed by a non-Springer company like e.g. Acxiom Corporation and its affiliated companies, who will render the email services in the name of the Publisher or affiliated companies of the Publisher. The transfer, storage and use of personal data are subject to national and international data protection statutes.
- c. The Society guarantees that it maintains arrangements with its members during the term of this Publishing Agreement that allow the performance of the email services by Springer, affiliated companies of the

Publisher or Springer's sub-contractors, in particular, that the Society has obtained the consent of each member in receiving email communications as required by law. The Society shall at its sole expense indemnify Springer, any affiliated companies of the Publisher and/or Springer sub-contractor from any claim, including, but not limited to, claims for damages and/or costs, raised against Springer or any other indemnified party by any third-party, including the Society's members, as a result of the performance of the email services.

4. Ownership of Intellectual Property

- a. The Society shall own the Journal and all trademarks, and other proprietary rights in the Journal and all other names or symbols supplied by the Society to identify the Journal, except as provided in subsection 4(c).
- b. As between the parties, the Society shall own the copyright in all articles and Society-provided commentary contained in the Journal.
- c. Nothing in this Publishing Agreement shall be construed to give the Society a claim to ownership of any intellectual property owned or provided by the Publisher or third parties and used in, or in connection with, the Journal.
- d. The Publisher shall, at its expense and in the name of the Society, register claims to copyright for each issue of the Journal throughout the world, and shall print proper notice of copyright in each issue of the Journal. Each copyright notice shall indicate that the copyright is held by the Society, and shall otherwise be in conformance with the Universal Copyright Convention (UCC). The Publisher will assign digital object identifiers (DOI) to the articles of the Journal and register them.
- e. The Society shall own the subscription lists for the Journal (collectively, the "Subscription List"). However, during the term of this Publishing Agreement and for a reasonable period thereafter, the Publisher may send notices and information regarding publications and other products and services of potential professional interest to the addressees on that list.

5. Rights Granted

- a. The Society grants to the Publisher the exclusive right and license to produce, publish, distribute, archive, translate and sell the Journal in all languages, all forms and all media now known or later devised or perfected, throughout the world, except as provided in 3.1, 3.2 and 3.3 (a), for the term of this Publishing Agreement.
- b. Subject to the terms and conditions of this Publishing Agreement, the Society hereby grants to the Publisher, for the term of this Publishing Agreement, the non-exclusive license to use the name of the Society, the title of the Journal, and any trademarks, trade names or logotypes associated with them in connection with the exercise of any rights granted to the Publisher in this Publishing Agreement and reasonably exercised in the pursuit of its rights as the publisher of the Journal.
- c. The Society reserves a non-exclusive right to reproduce from time to time, in print and electronic form, Society news, commentary and other material, but not peer-reviewed articles, that previously may have been published in the Journal. The Society will not use that material in a manner that might divert revenue from the Journal or otherwise impair the Publisher's ability to market the Journal as a part of its worldwide publishing program, nor will the Society seek third-party funding for, or any third-party participation in, the distribution of that material without the Publisher's approval, which shall not to be unreasonably withheld.

- d. The Society grants to the Publisher the right to print single issues of material for which the Publisher does not have stock, in order to fulfil claims of valid subscribers, to fulfil back orders for historical volumes, etc. Revenues generated from these sales will be included in Net Revenues as defined in section 14.
- e. Digital Preservation Entities: Parties agree that the Publisher is entitled to entrust digital preservation entities such as Portico (www.portico.org) – or any other repository of similar nature or co-operating with other companies developing new forms of archiving later devised or perfected – to archive the content of the Journal published during the term of the Publishing Agreement.

6. Subsidiary Rights

The Publisher shall have the exclusive right to license, to any third party, the right to exercise, in all forms and formats now known or later devised or perfected, any subsidiary rights associated with the Journal, including, without limitation, the right to translate into any language, authorize, excerpt, and adapt the Journal in whole or in part. The Publisher shall take reasonable commercial efforts to select, as sub-licensees exercising any of the foregoing rights, entities that will maintain a high quality standard. The Publisher will advise the Society, upon request, of the exercise of any of the foregoing rights.

7. Competing Works

- a. The Society will not, during the term of this Publishing Agreement, enter into new affiliations with other professional journals or trade magazines, or otherwise engage officially in the publication of any peer-reviewed, professional journal or magazine, that, in the Publisher's judgment, might directly conflict with or compete with the successful publication of the Journal.
- b. To the extent it is legally able to do so, during the term of this Publishing Agreement, the Society shall not permit the Editor-in-Chief of the Journal to serve in a similar capacity for a journal of similar content or character published by any party other than the Publisher. The Publisher acknowledges, however, that the Editor-in-Chief of the Journal may serve on the Editorial Boards of other journals.
- c. The Society grants to the Publisher a first option, coupled with an interest, to obtain the exclusive right to publish any new journal (in any form or format) it shall seek to have developed during the term of this Publishing Agreement, subject to the terms and conditions of this Publishing Agreement. The Society shall inform the Publisher by written notice as soon as the Society shall make the decision to develop or begin publishing any such new journal. The Publisher shall have twenty-one (21) days in which to accept or reject the option to publish. If the Publisher shall accept, the Society hereby grants to the Publisher the exclusive right to publish that journal or electronic product on terms and conditions substantially similar to those contained in this Publishing Agreement (subject to any third-party rights contained in any third-party license agreement). In the event that the Publisher shall reject the option, or the Society and the Publisher cannot agree on the terms and conditions within sixty (60) days following the Publisher's acceptance of the right to publish the journal or electronic product, after good-faith negotiations, the Society shall be free to offer the right to publish the journal or electronic product to a third-party publisher. However, should any such third party obtain terms and conditions more favourable to it than last offered by the Society to the Publisher under this subsection 7(c), the Society shall first re-offer the opportunity to the Publisher for an additional thirty (30) day period during which the Publisher shall have the exclusive right to accept or reject that opportunity, substantially in accordance with those terms and conditions. Upon acceptance by the Publisher of any option or offer under this subsection 7(c), the parties shall negotiate in good faith either an amendment to this Publishing Agreement or a separate agreement.

8. Responsibilities of the Society

- a. The Society shall exercise sole control over the editorial development and editorial content of the Journal, subject to the Publisher's then-current guidelines to contributors and its editorial standards and practices, and shall be responsible for maintaining a consistently high quality for all published contributions.
- b. The Society shall appoint a Chief Editor who shall be responsible for all day-to-day aspects of editorial development and shall exercise control over the material to appear in the Journal. The Chief Editor shall be responsible for peer review of all submitted articles; peer review shall be performed in accordance with the Publisher's guidelines to contributors and its editorial standards and practices, each as shall be in effect from time to time during the term of this Publishing Agreement.
- c. The Society's editorial office shall be responsible for supplying the Publisher with peer-reviewed and accepted manuscripts, including but not limited to, all illustrations, graphs, tables, charts and captions, all according to the publication schedule as determined by the production department of the Publisher and submitted to the editorial office on an annual basis. All materials shall be delivered to the Publisher electronically in formats reasonably specified by the Publisher.
- d. The Society, via its editorial office or otherwise shall provide the Publisher with all necessary permissions, work-made-for-hire agreements, copyright transfer agreements, and any other documentation reasonably deemed by the publisher to be necessary for publication of the Journal, and shall reasonably cooperate with Publisher in securing that documentation.
- e. The Society shall select an Editorial Board that shall provide both international representation and diverse expertise. The Editorial Board shall be composed of at least 20 members, each appointed by the Society. The Editorial Board shall assist the Chief Editor as reasonably required to keep publication of the Journal on schedule, to maximize quality and to enhance the reputation and sales of the Journal.
- f. At the Publisher's request, the Society will provide the Publisher an exhibit space and general assistance at no additional cost in the Society's annual scientific meeting, for display of the Journal material and other Publisher publications of potential interest to Society members.

9. Responsibilities of the Publisher

- a. The Publisher shall be responsible for publishing the Journal, including the entire cost of manufacturing (except printing and dissemination of India print edition as mentioned in Clause 3.3a), distribution, maintaining inventory, pricing, promotion, advertising and collection of subscription payments.
- b. The Publisher shall be responsible for the design and layout for the Journal in all media, including cover design and paper stock (the "Journal Design"), the selection of paper and for determining the print runs. The Society shall have the right to approve the initial Journal Design. However, if the Society requests that the initial Journal Design contain elements that are not reasonable or customary, including, but not limited to, special paper stock or color, the Publisher reserves the right to charge the Society for the extra costs associated with fulfilling the request. Once the initial Journal Design shall have been finalized, if the Society shall request changes to the Journal Design, the Society shall bear the costs of those changes.

In the event that the Publisher shall desire to make any subsequent, material change to the Journal Design that shall not have been initiated by request of the Society, the Publisher shall obtain the Society's written approval before implementing the change.

- c. The Publisher shall be responsible for copyediting and production of the Journal, in all formats. Technical copyediting shall be of a consistently high quality and in keeping with the Publisher's journal publishing program. The Publisher's copyediting style sheet shall conform to generally accepted standards for professional publications in the sciences and, if the Society shall so request, shall be developed in consultation with the Society's editorial office.
- d. The Publisher shall be solely responsible for planning, implementing and managing the promotion, marketing and advertising of the Journal to appropriate worldwide markets, subject to discussions from time to time with the Society.
- e. The Publisher shall provide an annual report to the Society and if so requested to the Journal's Chief Editor and Editorial Board. The report will include summary information regarding Journal subscription revenue, advertising pages and revenue, editorial-page budgets and usage, and abstract and indexing performance.
- f. At its own expense, the Publisher shall provide the Society with a Web-based manuscript submission and handling system for tracking the progress and status of manuscripts through the submission and review process.

10. Format, Frequency and Page Budget

- a. The Journal shall be published with a frequency as follows: one (1) volumes per year, consisting of quarterly (4) regular issues, for a total annual editorial page budget of four hundred (400), not including front matter and other material deemed by the Publisher to be necessary for publication of the Journal. Changes in the frequency of publication or the annual page budget must be agreed upon in writing by the Society and the Publisher by June 1 of the Subscription Year prior to which the changes are to take effect.
- b. The print edition of the Journal shall have a trim size of 210x279 mm may have a four-color cover, and shall be perfect bound as long as the number of pages in each issue shall meet the specifications of the printer for perfect binding. The Publisher shall provide the Society with up to two (2) free pages during each Subscription Year for reasonable Society purposes. Should the Society or Chief Editor so request, all color illustrations provided in an appropriate electronic format will be published in color in the electronic edition.
- c. The electronic edition of the Journal may be published via SpringerLink or any other electronic format or means of electronic distribution provided by or through the Publisher from time to time. Electronic files currently appear on SpringerLink in both PDF and HTML formats.
- d. The Publisher will also provide two (2) free pages per issue to the Society for announcements and other Society information.

11. Contributors and the Publisher's Open Choice

- a. No page charges shall be levied on contributors, except as provided in this section 11.
- b. Contributors may elect to pay an additional fee to provide free access to the online version of their articles to the general public through the Publisher's "Open Choice" program, under the guidelines of that program, as they shall exist from time to time. The Society acknowledges that an additional fee may be charged to

contributors for opting into the Open Choice program or any successor to it. Any such additional fees collected from contributors shall be included as Journal Net Revenue.

- c. For every article published with Open Access as a result of the Publisher's Open Choice program it is agreed that:
 - the copyright of the article is retained by the author, and
 - the Creative Commons Attribution license is applicable.
- d. The Publisher reserves the right to levy page charges on contributors whose contributions contain color pictures, foldouts or similar, exceptional material that would increase the Publisher's costs of production by more than a *de minimis* amount. No charges collected from contributors shall be included as Journal Net Revenue.

12. Supplements

- a. From time to time, the Society or the Publisher may sponsor or arrange sponsorship for supplements to the Journal. The sponsor will pay the Publisher for all costs, including, without limitation, the cost of production and distribution of supplements.
- b. For other supplements sponsored by the Society (the "Society-Sponsored Supplements"), the Publisher shall invoice the Society only for pre-approved direct costs to produce the Society-Sponsored Supplement. Payments for Society-Sponsored Supplements will not be included as Journal Net Revenue. The Society shall pay for each Society-Sponsored Supplement within thirty (30) days following receipt of the Publisher's invoice.
- c. For supplements sponsored by corporate or other commercial sources, the Publisher shall determine pricing on a case-by-case basis. Payments made to the Publisher in connection with any such supplements shall be considered Journal Net Revenue.

13. Complimentary Online Access

- a. Publisher shall provide online access to the Society's main office to view the electronic edition of the Journal on Publisher's Internet portal, currently known as SpringerLink. Furthermore, Chief Editor has the right to download and disseminate for his/her private use single articles of the Journal and to share them with research colleagues for their own professional, non-commercial use, provided the author(s) of these articles agree. The access and download referred to in this section are for individual and personal use only. Downloaded articles may not be shared with libraries or with other institutions that subscribe (or potentially could subscribe) to Journal at the full published rate.

14. Payments to the Society

- a. The Publisher shall pay to the Society an annual royalty of 10% of the Net Revenue from the Journal for each calendar year. For the purpose of this Publishing Agreement, "Journal's Net Revenue" shall mean realized revenue from:

Print and print+online subscriptions sales, including Institutional and Individual subscriptions and excluding Member Subscriptions, less any customary discounts to subscriptions agents,

Online sales, including consortia sales and single e-only subscriptions, less any customary discounts to subscriptions agents,

Reprint sales,

License sales, such as sales from translations and income from the exercise of subsidiary rights,

Advertising sales, not including any commissions paid to the Publisher's media representatives,

Open Choice program revenues.

- c. As an express exception to the royalty provisions of this Publishing Agreement, no royalties shall be paid with respect to print or electronic copies of the Journal provided for sales, promotional or marketing purposes as provided under this Publishing Agreement, or as provided as a courtesy to the Society, the editor or the Editorial Board.
- d. A statement of account shall be issued annually by May for the preceding calendar year, and payments due to the Society will be remitted within four weeks in Indian rupees. The statement of account shall include written statements for the previous calendar year providing sufficient detailed accounts of realized revenue from each source category to support the Publisher's calculation of payments made to the Society.
- e. The Publisher shall have the right, at all times during the term of this Publishing Agreement and thereafter, to set off any invoiced and unpaid amounts owed by the Society to the Publisher against any sums owed by the Publisher to the Society under this Publishing Agreement.
- f. The Publisher shall make all payments to be made by it without any deduction of withholding or other taxes ("Taxes"), unless a tax deduction is required by law. The tax liability, if any, will be borne by the Society. The Publisher will arrange for timely remittance of the Taxes in the minimum amount required by law and – upon request by the Society- provide for proof hereof. In case a reduction/exemption of Taxes can be claimed (e.g. on the basis of a tax treaty), the Society will provide the Publisher with sufficient proof hereof that enables the Publisher to take into consideration the reduction or exemption. Where necessary, the Publisher will co-operate with the Society to arrange for such a reduction/exemption.
- g. Payments due to the Society will be made only into the following bank account:

[Account no.]	911010045774290
[IFSC Code]	UTIB0000060
[Bank Name]	[Axis Bank Ltd.]
[Bank Address]	[Axis Bank Ltd, Worli, Mumbai (MH) Mumbai – 400025]
[Bank Country]	India

15. Term and Termination

- a. This Publishing Agreement shall become effective upon final signature by the parties and remain in force through the conclusion of the 2020 Subscription Year (the "Term") and will be renewed automatically for five (5) year periods, unless written notice of termination is given at least twelve (12) months prior to expiration of the agreement. For the avoidance of doubt, Subscription Years shall be deemed to end on the later of (i) December 31 of that Subscription Year and (ii) the date on which the last issue of that year's volume shall have been published.
- b. Either party may immediately terminate this Publishing Agreement if (i) a receiver is appointed for the other party or its property; (ii) the other party becomes insolvent or unable to pay its debts as they mature,

or makes an assignment for the benefit of its creditors; (iii) the other party seeks relief or if proceedings are commenced against the other party or on its behalf under any bankruptcy, insolvency or debtor's relief law, and those proceedings have not been vacated or set aside within sixty (60) days from the date of their commencement; or (iv) if the other party is liquidated or dissolved, or is unable to perform fully under this Publishing Agreement.

- c. In the event that either party shall default in the performance of any material obligation under this Publishing Agreement, the other party shall have the right to issue written notice of the default. Upon failure of the defaulting party to cure the noticed default in all material respects within hundred eighty (180) days following receipt of that notice, the party issuing that default notice shall have the right to terminate this Publishing Agreement by further written notice.
- d. Within sixty (60) days following expiration or prior termination of this Publishing Agreement other than due to termination by the Publisher pursuant to subsection 15(b) or 15(c), the Publisher shall provide the Subscription List to the Society.
- e. Upon expiration or termination of this Agreement:

Publisher shall have the irrevocable, perpetual, royalty-free, non-exclusive right to distribute the issues of the Journal published during the Term by any electronic means now known or later devised or perfected.

Publisher shall have the irrevocable, perpetual, royalty-free, non-exclusive right to license, to any third party, the right to exercise, in all forms and formats now known or later devised or perfected, any subsidiary rights associated with the issues of the Journal published during the Term, including, without limitation, the right to translate, into any language, authorize, excerpt, and adapt the issues of the Journal published during the Term in whole or in part according to section 6 of this Agreement.

16. Confidentiality

- a. For either party, its "Confidential Information" shall mean its secret or proprietary information maintained by that party as confidential. Tangible forms of Confidential Information must be clearly marked as "confidential" or "proprietary" at the time of disclosure. To be Confidential Information, any information that is disclosed orally or visually must be designated as "confidential" or "proprietary" at the time of disclosure or with written confirmation within thirty (30) days following disclosure. Following information and all respective documents containing them shall be regarded as Confidential Information irrespective of the requirement to mark them as "confidential" or "proprietary" at the time of disclosure: Subscription List, unpublished articles, the pricing policies of the Publisher and other financial and business matters relating to and/or affecting the Journal, including Supplements.
- b. Neither party shall disclose any item of Confidential Information of the other gathered during the term of this Publishing Agreement unless: (i) the recipient shall have received the item of Confidential Information from sources lawfully permitted to disclose it, free from any confidentiality restrictions; (ii) the item of Confidential Information shall be available to the public by a person or entity not bound by any confidentiality restrictions and other than through the recipient; (iii) the item of Confidential Information shall have been known to the recipient prior to disclosure by the other party to this Publishing Agreement, its representatives or agents; (iv) the item of Confidential Information shall have been independently developed by the recipient without reference to, or reliance on, disclosure by the other party to this Publishing Agreement, its representatives or agents of the Confidential Information; or (v) the recipient shall be required to make such a disclosure by applicable law or at the direction of a court or governmental

agency, but only after the discloser shall have had a reasonable opportunity to obtain a protective order, or similar relief.

17. Representations, Warranties and Indemnification

- a. The Society represents and warrants that: (i) it has the right and authority to enter into this Publishing Agreement; (ii) the person executing this Publishing Agreement on its behalf has the right and authority to do so; and (iii) no material in the Journal (other than as provided by the Publisher) shall infringe any copyright, or patent or obligation of confidentiality or violate any property right or other right of any person or contain any matter that may be libelous or otherwise actionable, including, but not limited to, any action related to any injury resulting from the use of any practice or formula disclosed in the Journal.
- b. The Society shall indemnify and hold the Publisher harmless from any loss, damage, expense (including reasonable, actual and documented attorneys' fees), recovery or judgment arising from any breach or alleged breach of any of the Society's representations, warranties or covenants, subject to the limitations stated below.
- c. The Publisher represents and warrants that: (i) it has the right and authority to enter into this Publishing Agreement; (ii) that the persons executing this Publishing Agreement on its behalf have the right and authority to do so; and (iii) no advertisement provided by it for publication in the Journal will infringe any copyright or trademark or violate any property right or other right of any person or contain any matter that may be libelous.
- d. The Publisher shall indemnify and hold the Society harmless from any loss, damage, expense (including reasonable, actual and documented attorneys' fees), recovery or judgment arising from any breach or alleged breach of any of the Publisher's representations, warranties or covenants set forth in subsection 17(c), subject to the limitations stated below.
- e. Each party shall promptly inform the other of any claim made against either which, if sustained, would constitute a breach of any warranty made by the Publisher or the Society in this Publishing Agreement. The Society shall defend any such claim made against the Society with counsel of the Society's selection. The Publisher shall reasonably cooperate with the Society in such defence and may join in such defense with counsel of the Publisher's selection at the Publisher's expense. After consultation with the Publisher and due consideration of any objections the Publisher may have, the Society may settle any such claim made against the Society.

18. Governing Law and Jurisdiction

This Publishing 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. Any differences arising between the two parties should be resolved through friendly consultations. If such consultations fail, the same shall be settled through arbitration in accordance to the Arbitration Act then in-force, and the venue of proceedings of arbitration shall be at New Delhi jurisdiction only.

19. Force Majeure

Neither party will be liable for its delay or failure to perform to the extent caused by circumstances beyond its reasonable control, including, without limitation, fire, flood, strike, terrorism, civil, governmental or

military authority or acts of God. Should a party's delay or nonperformance continue for a period of at least sixty (60) days, however, the other party may issue a notice of termination under subsection 15(b).

20. Relationship of Parties

Nothing contained in this Publishing Agreement shall be deemed or construed by the parties or by any third person to create a relationship other than that of independent contractor between the Publisher and the Society. Neither party shall have the right or authority, or shall hold itself out to have the right or authority, to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

21. Value-added tax

All amounts mentioned in this Publishing Agreement are exclusive of any VAT or similar taxes. If VAT or similar taxes are chargeable/due, the Publisher and Society shall pay to the Society and the Publisher, respectively, (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT or similar taxes.

22. Notices and Addresses

All written notices under this Publishing Agreement shall be given by personal delivery, registered or certified mail; facsimile (confirmed by any of the foregoing methods); or overnight messenger service that regularly tracks its packages, to the named contact at the address set forth below. Notices shall be deemed effective upon actual receipt, provided that the sender shall retain confirmation of receipt. As express exceptions, however, (i) written notices from either party regarding the appointment of the Chief Editor and Editorial Board members may be delivered by email to their respective contacts below or as otherwise designated in writing by the parties from time to time, and (ii) either party may change its named contact or address for notice by notifying the other party of its new address in writing, delivered by first-class mail or courier.

If to Society:

[Name]	Mr. S Mahalingam
[Title]	Chairman, CSI Publications
[Society Name]	CSI Publications
[Society Address]	Unit no. 3, 4th floor, Samrudhi Venture Park, MIDC Central Road, Andheri (East), Mumbai-400093
Attn: [Person + Title]	Mr. S Mahalingam + Chairman, CSI Publications
email: [Email Address]	mahalingam.seturaman@gmail.com

If to Springer:

Pulldown: Please select the Springer Entity

Attn: Sanjiv Goswami
Email: sanjiv.goswami@springer.com

23. Miscellaneous

This Publishing Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Society and the successors and assigns of the Publisher. The Publisher may assign its rights and delegate

its duties at its discretion. Because of the unique role of the Society as the owner of the Journal, the Society may not assign its rights or delegate its duties without the prior written consent of the Publisher. If one or more provisions of this Publishing Agreement are held to be unenforceable under applicable law, each such provision shall be excluded from this Publishing Agreement and the balance of the agreement shall be interpreted as if that provision were so excluded. This Publishing Agreement sets forth the entire agreement of the parties as to its subject matter and supersedes all previous or contemporaneous oral or written representations or agreements. It may not be modified or amended except by written agreement of the parties. Section 4, 17, 18, 19, 21, 22 and 23 shall survive the expiration or prior termination of this Publishing Agreement.

IN WITNESS OF THE FOREGOING, the parties have caused this Publishing Agreement to be executed as of the Effective Date.

CSI Publications

DocuSigned by:
S.V Raghavan
D9E98751933C4BA...

By: _____
Prof S V Raghavan
Chief Editor

Springer (India) Pvt. Ltd., New Delhi

DocuSigned by:
suwira srivastan
F42941F6AA3B405...

By: _____ Dec-31-2016
Suvira Srivastav
Associate Editorial Director

DocuSigned by:
Sanjiv Goswami
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By: _____
Sanjiv Goswami
Managing Director

Date: Dec-31-2016

Date: Dec-31-2016

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Journal Number : 40012
GPU/PD/PS/ED/DS/Date: 4/80/8019/SS/CS/29-12-2016
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