

COPYRIGHT LETTER

To,
The Managing Editor,
GATHA COGNITION®,
Shivajinagar, Dhumalwadi Road,
At/Post/Taluka: Akole,
District: Ahmednagar – 422601
Maharashtra (India)

Email: office@gathacognition.com
Phone: +91 2424 299094

Subject: ‘Copyright Assignment’ and ‘Memorandum of Understanding’

Dear Sir/Madam,

Please find attached duly signed copy of ‘Standard Terms and Conditions’ of GATHA COGNITION®, along with details of content (Schedule- 1) and author(s) (Schedule- 2) to the copyright content (“content”), namely:

Title of Content: _____
Article, Book, Book Chapter, Proceedings, etc.

Manuscript ID: _____
Name of Journal/Book: _____

I am the Principal / Corresponding Author of the content and details of content are given in the block. I understand the ‘Standard Terms and Conditions’ and details of content and author(s) are correct. I further understand copyright assignment and publishing agreement between myself and GATHA COGNITION® relating to the ‘Content’.

I have signed and dated this ‘Copyright Letter’, the ‘Standard Terms and Conditions’ for ‘Memorandum of Understanding’ and details of ‘Content’ and ‘Author(s)’.

Yours sincerely,

Signature: _____
Name: _____
Principal /Original/ Corresponding Author of the content or Authorized Signatory (“Assignor”)
Affiliation: _____
Address: _____

Telephone: _____ ORCID: _____
Email 1: _____ Email 2: _____

Enclosure: ‘Standard Terms and Conditions’/ ‘Memorandum of Understanding’, Schedule-1 and Schedule-2

- Upload this letter with the enclosures, as one PDF, in Article(s) Proofs > Submit Copyrights on Manuscript Portal®.
- Attach authority letter for Authorized Signatory.

STANDARD TERMS AND CONDITIONS/ MEMORANDUM OF UNDERSTANDING

1.0 BACKGROUND

- 1.1 GATHA COGNITION® and the Author(s) agree that following 'Standard Terms & Conditions' ("T&C") for 'Memorandum of Understanding' ("MOU") of Copyrights of the Content ("Content") transferred to GATHA COGNITION® by the Author(s) ("Author") or authorized signatory along with the details given in the Copyright Letter.
- 1.2 GATHA COGNITION® is a registered firm (UAN: MH01D0000834 and MH01D0000933) under "Micro Small and Medium Enterprises Development Act 2006" in India.
- 1.3 The Online Platform is owned and operated by GATHA COGNITION® ("We" or "Us"), registered office is at Shivajinagar, Dhimalwadi Road, At/Post/Tal.: Akole, District: Ahmednagar- 422601, Maharashtra, India.
- 1.4 Any T&C laid down by claimant which differ from these T&C will not apply for any transactions on and through Online Platform instead of written contracts with us.

2.0 AUTHOR(S)

- 2.1 Author(s) include Original Author, Principal Author, Corresponding Author, Co-author, etc. Author(s) should have participated sufficiently in the research and writing the manuscript to take responsibility for the content.
- 2.2 The Original Author(s) ("Original Author") reports the results of the research and writes manuscript of the content and transfer all copyrights to GATHA COGNITION® as the owner of copyrights and/or representative of his/her institute(s), funding agencies, etc. for publication at Online Platform.
- 2.3 Principal Author ("Principal Author") leads the investigation and writing the manuscript of the content for publication.
- 2.4 Corresponding Author ("Corresponding Author") participates in the research, writing the manuscript and he/she transferred copyrights of content to GATHA COGNITION® as the representative of other researchers, authors, institute(s) where research conducted and institute(s) or person(s) provided funds for the research, or any who has direct or indirect relation with reported research in the content. He/she has all responsibilities of submission of manuscript to GATHA COGNITION® through 'Manuscript Portal', revision and re-submission of manuscript, tracking the progress of manuscript, corrections of proofs, submission of duly signed copyright form, prompt communication with the Editor or Editorial office, etc.
- 2.5 Corresponding Author should be clearly mentioned at the time of submission. The responsibilities of corresponding author may handover to another author in the particular circumstances.
- 2.6 Name(s) and sequence of co-author(s) participated in the investigation and writing of content and mentioned in metadata of manuscript at the time of submission may be revised up to the acceptance of manuscript communicated by the Editor.

3.0 CONTENT

- 3.1 Content ("Content") includes Articles ("Online Article"), Journals ("Online Journal"), Book Chapters ("Online Book Chapter"), Books ("Online Book"), Thesis ("Online Thesis"), Dissertations ("Online Dissertation"), Project Reports ("Online Project

Report"), Conference Proceedings ("Online Conference Proceeding"), etc. prepared for publication at the Online Platform and available to the customer as Premium Access Content, Free Access Content and Open Access Content.

- 3.2 The Article ("Article") is the original research article, review article, technical paper, letter, book review, clinical trial study, report, or other copyright work as mentioned in the Copyright Letter.
- 3.3 The Journal ("Journal") is periodically published volumes and issues containing the original research articles, review articles, technical papers, letters, book reviews, clinical trial studies, reports, or other copyright work as mentioned in the Copyright Letter.
- 3.4 The Book ("Book") is single 'volume' consisting chapters written by single or multiple authors.
- 3.5 The Edited Book ("Edited Book") consist the contributed chapters or articles submitted by different authors and edited by single editor or panel of editors and published by GATHA COGNITION®.
- 3.6 The Book Chapter ("Book Chapter") is written by single or multiple authors, submitted through Manuscript Portal® and published in the book or edited book form.
- 3.7 The Thesis ("Thesis") is report of research conducted for the degree e.g. Ph.D., M.Phil, M.Tech., M.S., etc. and submitted to and published by GATHA COGNITION® in the form of book.
- 3.8 The Dissertation ("Dissertation") is report of research conducted for the degree e.g. Ph.D., M.Phil, M.Tech., M.S., etc. and submitted to and published by GATHA COGNITION® in the form of book.
- 3.9 Project Reports ("Project Report") is the report of research conducted for particular intentions by individual person or institute or jointly by persons or institutes and may be funded by home or other institutes and submitted to and published by GATHA COGNITION® in the form of book.
- 3.10 Conference Proceedings ("Conference Proceedings") is proceeding of research papers presented by participants in the conference, seminar, symposium and workshop which submitted to and published by GATHA COGNITION® in the book form.
- 3.11 'Details of Content' includes title of the content, approximate words, pages, figures, tables, tentative date of submission, funding agency, disclosure, etc.

4.0 MANUSCRIPT AND SUBMISSION

- 4.1 Manuscript is the draft of content including texts, diagrams, images, photographs, charts, figures, tables, captions, citations, references and any other relevant information prepared for submission for publication at Online Platform and submitted through Manuscript Portal® for reviews, assessments, restructuring, formatting, designing and publishing at Online Platform.
- 4.2 Manuscript Portal® is a web based 'Editorial System' designed and prepared by GATHA COGNITION® and linked to Online Platform for manuscript submission, reviews and editorial processes required for publication of content.
- 4.3 Manuscript submission means the draft of content uploaded by Original Author or Corresponding Author through Manuscript Portal® to GATHA COGNITION® for accessing and processing by The Editorial Office, The Editor(s) and The Reviewer(s) with copyrights to

- GATHA COGNITION® for publication of content, if manuscript accepted for publication.
- 4.4 Editorial process means that the processes adopted and described in policy documents named as ‘Editorial Policies’, uploaded at the Online Platform.
 - 4.5 Manuscript review means that the rigorous assessments and checking of manuscript by the reviewer(s) for quality, originality, language, innovations and required criterions for publication of the content.
 - 4.6 Reviewer means that the expert(s) appointed by the Editor(s) and the Editorial Office for assessments and checking the manuscript.
 - 4.7 The Editor means the person appointed by The Editorial office to look after entire editorial process of the manuscript.
 - 4.8 The Editorial Office means the Office owned and operated by GATHA COGNITION® and looks after all processes required for publication of content including manuscript receiving, manuscript processing, uploading of the finalized content at the Online Platform, distributions of published content, etc.
 - 4.9 Publication means the displaying finalized copy of content at the Online Platform and available for customers for their use after rigorous editorial assessments, checking, designing of matter in layout of the journal or book and copyright transferred by author to GATHA COGNITION®.
 - 4.10 Manuscript accepted for publication means The Editor-in-Chief or The Editor(s) looks after the entire editorial process decided to accept the manuscript for publication after editorial assessments and checking in review(s). Refer policy documents viz. ‘Editorial Policies’ for more information about editorial decision(s).
 - 4.11 Here, institute is that organization where author is/was working and/or research reported in the content was conducted.
 - 4.12 Funding agency is that institute or organization provided funds for research reported in the content and may be for publication.
 - 4.13 All content including online articles, book chapters, books, notes, diagrams, photographs, etc. provided at the Online Platform protected under intellectual property rights.
 - 4.14 We reserve all rights of use, reuse, translations, reproductions, etc. of content published at the Online Platform.
 - 4.15 Rights of accessing and use of content are strictly confined to user agreement. The making of unauthorized additional copies, third party access, misuse and reproduction of content as well as making it available to the public are strictly prohibited.
- 5.0 ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**
- 5.1 All authors, institutes where research conducted, funding agency provided funds for research and/or any concern persons and/or institutes, authorized signatory are aware about that he/she and/or they are transferring all the rights of review, editing, modification, publication, selling, worldwide distribution, corrections, retractions, removal from Online Platform, etc.
 - 5.2 All other rights of the content of whatever nature, whether now known or created in the future, to which the author(s) is now, or at any time after the date of this Agreement may be, entitled by virtue of the laws in force in any part of the world.
 - 5.3 All rights in and to all physical and digital materials of any kind which embody the Work in whole or in part, together with all related rights and powers arising or occurred, including the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the date of this Agreement.
 - 5.4 Author(s) be aware about copyright content e.g. diagrams, illustrations or figures incorporated into the content which does not belong to the author(s) that have been duly acknowledged and cited in the text.
 - 5.5 Author(s) duly assuring about originality and ownership of the submitted content. GATHA COGNITION® reserved the rights of corrections, retractions, removal of published content from Online Platform any time and condition.
 - 5.6 GATHA COGNITION® is the owner of all copyrights, trademarks, design rights, database rights and other intellectual rights.
 - 5.7 GATHA COGNITION® is the copyright(s) holder of all published content at the Online Platform including Online Articles, Online Journals, Online Book Chapters, Online Books, Online Thesis, Online Dissertations, Online Project Reports, etc.
 - 5.8 The Original Author(s) or Corresponding Author transfers all copyrights as the owner of copyrights and/or representative of his/her institute(s), funding agencies, etc.
 - 5.9 GATHA COGNITION® reserved the rights of charges to author for expenses occurred during the publication of content.
 - 5.10 Copyrights of ‘Open Access’ content are with author(s), representative of his/her institute(s), funding agencies, etc. The author(s), representative of his/her institute(s), funding agencies, etc. can use this ‘Open Access’ content with proper citation of the source. We have adopted Creative Commons attribution license: CC BY-NC-ND 4.0 (<https://creativecommons.org/licenses/by-nc-nd/4.0/>).
- 6.0 ACCESS TO THE CONTENT**
- 6.1 The content at the Online Platform is available to the customer as Premium Access Content, Free Access Content and Open Access Content under Creative Commons attribution license: CC BY-NC-ND 4.0 (<https://creativecommons.org/licenses/by-nc-nd/4.0/>). Which includes 1) By- Credit must be given to the creator, 2) NC- Only noncommercial uses of the work are permitted and 3) ND - No derivatives or adaptations of the work are permitted.
 - a. Premium Access Content
Customer (refer T&C at www.gathacognition.com) can purchase the access to the Premium Access Content (“PAC”) through ‘Online Shop’ for lifetime as well as for limited period. The prices of specific items or subscriptions are stated with the access details provided in each case at the Online Platform.
 - b. Free Access Content
GATHA COGNITION® made available Free Access Content (“FAC”) to customer free of charge. It includes: 1) Free Access Content is available at Online Platform for limited period or lifetime, and 2) Limited Period Offers – to an individual or institute through access token (one time use).

- c. **Open Access Content**
Open Access Content (“OAC”) includes content published as an Open Access under ‘Open Access Policies’ published at Online Platform. The Article Publishing Charges (“APC”) are stated in policy documents available for each case at the Online Platform.
Author(s), research institute(s) and funding agencies can make content Open Access (OA) on payment of Article Publishing Charges (“APC”) paid through author account at Manuscript Portal®.
- 6.2 After successful placing the orders and payments, the customer can view, download and store PAC in PDF and HTML format.
- 6.3 Published electronic content is available in the form of ‘Portable Document Format’ (“PDF”) and Hypertext Markup Language (“HTML”) which can be viewed, downloaded, printed and stored in hard drives.

7.0 AUTHOR(S) RIGHTS

- 7.1 Author(s) can access his/her content free of charge through ‘Author Account’ at Manuscript Portal®.
- 7.2 Author(s) gets OTPs (“OTP”) to access 50 e-prints free of charge to share with colleagues, friends, etc. as soon as their article published at home pages of GATHA COGNITION®.
- 7.3 OTP is “One Time Password” (“Password”) which can be used only one time for accessing the content.
- 7.4 Password includes some letters, integers, special characters, etc.
- 7.5 Author(s) can order e-prints using online facilities at ‘Author Account’.
- 7.6 Author(s) can make content ‘Open Access’ on payment of Article Publishing Charges (“APC”) paid through Author Account at Manuscript Portal®.
- 7.7 We provide the content in electronic (digital) format at Online Platform at www.gathacognition.com, only.
- 7.8 Author(s) can share links of published content at private or/and social websites.
- 7.9 Author(s) can share copy of ‘Full Length Article’ published only under policy of ‘Free Access Content’ and ‘Open Access Content’ at private or/and social websites. He/she should mention full citation link or DOI with sharing the content.

8.0 RESPONSIBILITIES

- 8.1 Author(s) is fully responsible for originality, correctness, etc. of information, texts, equations, diagrams, images, maps, figures, tables, references, etc. embedded in the content.
- 8.2 Author(s) warrants and undertakes that the content does not show any plagiarism and has not copied wholly or substantially from any other published sources. However, essential material taken from the sources and incorporated in the content duly acknowledged in the text.
- 8.3 The content not previously published and/or submitted to or under consideration by any other publishers, organizations, institutes, etc. and/or will not be submitted for publication.
- 8.4 This agreement will not infringe the rights of any third party, including without limitations, any third party intellectual property rights and any rights to register the same.
- 8.5 The rights assigned by this agreement are free from any security interest, option, mortgage, charge or lien.
- 8.6 The content is factually accurate and contains no matter which is scandalous, libelous, unlawful, or otherwise actionable.

- 8.7 Information given in the Schedule-1: Details of the content and Schedule-2: Details of the author(s) is correct.

9.0 CORRECTING, RETRACTING AND REMOVING

GATHA COGNITION® adopts the following principles for correcting, retracting and removing the published content including articles, book chapters, books, project reports, thesis, dissertations, etc.

9.1 Correcting

GATHA COGNITION® publishes content only after rigorous editorial assessments. However, content can be corrected even after final publication at Online Platform for errors in data, interpretations, findings, citations, bibliography, etc. Corrections and changes summarized and informed in the sections, ‘Amendments’ in a new version of the content.

8.2 Retractions

Content published by GATHA COGNITION® at Online Platform, www.gathacognition.com may be retracted for several reasons, including:

1. Errors reported by the author (s) and request for the retraction
2. Errors in data or research outcomes
3. Research misconduct including data fabrication
4. Duplicate publication
5. Fraudulent use of data
6. Plagiarism - unauthorized reproduction of whole or substantial part of the published or unpublished content.
7. Unethical research reports including conflicts of interest and/or unethical in testing and experiments.

The reason(s) for retraction, and information about claimant or who instigates the retraction will be clearly stated in the retraction notice issued to the author(s). This will be linked to the retracted article and usually archived at the Author account at Manuscript Portal®. The article will be clearly marked as retracted.

It is important to note about publication mode of GATHA COGNITION® that printed published content and/or unpublished reports, thesis, dissertation (including electronic data), etc. will not be considered as duplicate content for electronic publication at Online Platform, www.gathacognition.com

8.3 Removal

The content published at Online Platform, www.gathacognition.com removed only in the circumstances of adverse legal orders placed upon the publisher, copyright holder or author(s), for example, if the content is clearly defamatory or infringes others’ legal rights, and/ or content is the subject of adverse court order(s). The details (citation details and circumstances) of removed content retained at Online Platform, www.gathacognition.com.

10.0 CONFLICTS

Corresponding author or author submitting the manuscript through ‘Manuscript Portal®’ should clearly state the details of content, authorship, and their sequence, affiliation of the authors, institute where research conducted, funding agencies, etc. They should clearly acknowledge the persons, institutes, organizations at proper places. Author(s) should clearly declare status of ‘conflict of interest’ in the section of ‘No Conflict of Interest’ in the content.

11.0 DISCLOSURE

We may share your information with

- a. Concern parties such as publishers, agents, licensors, institutes, etc.

- b. Editorial partners such as The Editor(s), The Reviewer(s), The Publishers, data processors, bankers, email services providers, shipping agents, technical supporters, IT services providers, etc.

We may also disclose your information

- a. To respond or comply with any law, regulations and court orders, etc.
b. To protect rights, properties, safety of GATHA COGNITION® and users of the Online Platform.

12.0 MODIFICATION AND UPDATES

GATHA COGNITION® reserves the rights to modify or update this T&C any time.

13.0 LAW AND JURISDICTION

Indian laws applicable at the place of Jurisdiction shall apply for all transactions between the author(s), claimant(s) of interest and GATHA COGNITION®.

We agree to the terms as set out in the Agreement.

Signed by: _____ (signature) _____ (print name) Corresponding Author	Signed by: _____ (signature) _____ (print name) For GATHA COGNITION®
--	--

SCHEDULE 1: DETAILS OF CONTENT

- 1) Title of the content: _____
- 2) Type of content: _____
- 3) Descriptions: _____
- 4) Tentative date of submission: _____
- 5) Approximate words: _____
- 6) Approximate pages of manuscript: _____
- 7) Disclosure of potential 'Conflicts of Interest': _____
- 8) Funding Agency: _____
- 9) Funding details (acknowledged in the text): _____
- 10) Is language editing required? _____
- 11) If Yes, GATHA COGNITION® will provide a quote in respect of the same.

SCHEDULE 2: DETAILS OF AUTHOR(S)

Write name of authors with sequence. Append the page, if required.

Name: _____
Principal /Original/ Corresponding Author/Co-author
Affiliation: _____
Address: _____

Telephone: _____ ORCID: _____
Email 1: _____ Email 2: _____

Name: _____
Principal /Original/ Corresponding Author/Co-author
Affiliation: _____
Address: _____

Telephone: _____ ORCID: _____
Email 1: _____ Email 2: _____

Name: _____
Principal /Original/ Corresponding Author/Co-author
Affiliation: _____
Address: _____

Telephone: _____ ORCID: _____
Email 1: _____ Email 2: _____

Name: _____
Principal /Original/ Corresponding Author/Co-author
Affiliation: _____
Address: _____

ORCID: _____ Telephone: _____
Email 1: _____ Email 2: _____

Name: _____
Principal /Original/ Corresponding Author/Co-author
Affiliation: _____
Address: _____

ORCID: _____ Telephone: _____
Email 1: _____ Email 2: _____

Name: _____
Principal /Original/ Corresponding Author/Co-author
Affiliation: _____
Address: _____

Telephone: _____ ORCID: _____
Email 1: _____ Email 2: _____

Name: _____
Principal /Original/ Corresponding Author/Co-author
Affiliation: _____
Address: _____

Telephone: _____ ORCID: _____
Email 1: _____ Email 2: _____

Name: _____
Principal /Original/ Corresponding Author/Co-author
Affiliation: _____
Address: _____

Telephone: _____ ORCID: _____
Email 1: _____ Email 2: _____