# Memorandum of Understanding

Journal Hosting and Publishing Services

> *How to use this form: print it, fill in the blank lines (tick one option where a choice is given), sign every page at the foot, and sign with two witnesses at the end. Send the signed copy to GATHA COGNITION by email (scanned PDF) or post. We will check it, countersign and send you a copy; the agreement starts on the date we countersign unless another date is written in. Where stamp duty applies, the agreement will be executed on stamp paper. Prices are those on gathacognition.com for agreements signed by 31 March 2027.*

This Memorandum of Understanding ("**MOU**") is made on _____ *(date)* (the "**Effective Date**") between:

(1) **GATHA COGNITION®**, a proprietary concern with its office at Shivajinagar, Dhumalwadi Road, At/Post/Tal. Akole, District Ahilyanagar – 422601, Maharashtra, India, GSTIN 27APHPB4527M1ZR, represented by its Proprietor, Dr. Kalpana Bhagat ("**Gatha Cognition**"); and

(2) _____ *(full legal name of institution / society)*, _____ *(type of body, e.g. a university established under … / a society registered under …)*, having its office at _____ *(address)*, represented by _____ *(name and designation of authorised signatory)* (the "**Journal Owner**").

## Background

- The Journal Owner publishes, or plans to publish, the peer-reviewed journal described in Schedule 2 (the "**Journal**").
- Gatha Cognition operates the publishing platform at gathacognition.com, including the Manuscript Portal® for online submission and peer review, and provides DOI registration, similarity checking and production services.
- The Journal Owner wishes to host the Journal on the platform, on the plan chosen in Schedule 2, and the parties record their roles, rights and fees in this MOU.

### 1. Scope and plan

1.1 Gatha Cognition will provide the services of the plan chosen in Schedule 2 (Journal Hosting, Hosting + DOI, or Full Publishing Partner), as described in Schedule 3, together with any additional services the Journal Owner orders under Schedule 4.

1.2 The Journal Owner may move to a higher plan at any time; the new fee applies pro rata from the date of the change. A move to a lower plan takes effect from the next renewal.

1.3 This MOU is non-exclusive: each party may work with others, but the Journal will be hosted on only one platform at a time.

## 2. Ownership and editorial independence

2.1 The Journal's title, ISSN, name, logo, editorial board, aims and scope, policies and all published content remain the property and responsibility of the Journal Owner. The Journal's pages on gathacognition.com will state that the Journal is owned by the Journal Owner and hosted by Gatha Cognition.

2.2 All editorial decisions — appointment of editors and reviewers, acceptance and rejection of manuscripts, and corrections and retractions — are made by the Journal Owner's editors alone. Gatha Cognition will not interfere with them.

2.3 Gatha Cognition may nevertheless refuse to publish, or may take down after notice, any content that it reasonably believes to be unlawful, defamatory, infringing or in serious breach of publication ethics, and will tell the Journal Owner the reason.

## 3. Responsibilities

3.1 **The Journal Owner will:** (a) appoint and maintain a qualified editorial board and an Editor-in-Chief; (b) run peer review on the Manuscript Portal® in line with the COPE Core Practices and the Journal's published policies; (c) supply the information and material needed for setup (journal details, editorial board, aims and scope, author guidelines and logo) within the agreed time; (d) obtain from authors the copyright transfer or licence needed to publish each article, using the forms on the platform; (e) make sure the Journal's content does not infringe the rights of others; and (f) name a contact person for this MOU and for invoices.

3.2 **Gatha Cognition will:** (a) set up the Journal's website, template and portal within about two to three (2–3) weeks of receiving the signed MOU, the setup fee and the material in clause 3.1(c); (b) train the Journal's editors on the portal (sessions as per the plan); (c) host the Journal securely with SSL, daily backups and updates; (d) where the plan includes them, register a Crossref DOI and run a similarity check for each article; (e) where the plan includes them, carry out copyediting, composition, proofreading and publication; and (f) answer support requests by email, normally within two (2) working days.

3.3 The detailed division of work for each plan is set out in Schedule 3.

## 4. Licence, DOIs and metadata

4.1 The Journal Owner grants Gatha Cognition a non-exclusive, royalty-free licence, for the term of this MOU and the exit period in clause 7, to host, display, distribute, deposit metadata for, and make available the Journal's content and metadata, including to Crossref, indexing services and search engines.

4.2 Open Access articles are published under the licence chosen by the Journal Owner in Schedule 2 (by default CC BY-NC-ND 4.0, with authors keeping their copyright).

4.3 DOIs are registered under Gatha Cognition's Crossref membership. The DOIs belong to the articles: if this MOU ends, Gatha Cognition will co-operate in transferring the Journal's DOIs to the Journal Owner's new publisher through Crossref's title-transfer process, at no charge.

## 5. Fees and payment

5.1 The Journal Owner will pay the fees set out in Schedule 2. Prices on gathacognition.com are all-inclusive: the amounts stated are the full amounts payable, including applicable taxes, and Gatha Cognition will issue an invoice for each payment.

5.2 The setup fee (and any migration fee) and the annual fee are payable on signing this MOU. At the Journal Owner's request the annual fee may be paid in two equal halves, the second within six (6) months of the Effective Date.

5.3 Per-article and per-page fees (Full Publishing Partner plan, and additional services) are invoiced when each issue is published. Invoices are payable within fifteen (15) days.

5.4 Fees are fixed for each year of this MOU. Gatha Cognition will give at least three (3) months' written notice of any change in fees for the following year.

5.5 If an invoice is unpaid thirty (30) days after its due date, Gatha Cognition may, after a further fifteen (15) days' written notice, pause new submissions and new publication for the Journal until payment is made. Published content stays online.

5.6 Fees paid are not refundable, except as stated in clause 7.4.

## 6. The Journal's own fees

6.1 The Journal Owner may set its own article processing charges, waivers and access prices for the Journal (or decide that the Journal is free for authors and readers). These are listed in Schedule 2 and may be changed by written notice.

6.2 Where the Journal charges fees, Gatha Cognition will collect them online through the platform and pass on **85%** of each amount received to the Journal Owner by bank transfer by the 10th of the following month, with a statement. Gatha Cognition keeps 15% to cover payment processing, invoicing and customer support.

6.3 Refunds to authors or readers are made only with the Journal Owner's agreement (or where required by law or by the payment gateway), and the refunded amount is deducted from the next payout. Waiver decisions are made by the Journal Owner and are never shown to editors or reviewers handling the manuscript.

## 7. Term, renewal and ending

7.1 This MOU runs for one (1) year from the Effective Date and then renews automatically for further one-year periods, unless either party gives at least three (3) months' written notice before the end of the current year. There is no minimum period beyond the current year and no lock-in.

7.2 Either party may end this MOU by written notice if the other party seriously breaches it and does not remedy the breach within thirty (30) days of written notice describing it, or if the other party becomes insolvent or ceases to operate.

7.3 **On ending, for whatever reason,** Gatha Cognition will within thirty (30) days provide the Journal Owner with a full export of the Journal: final PDFs (and source files where Gatha Cognition produced them), article metadata in a standard format (CSV/JSON or JATS XML where available), and the list of DOIs; it will keep the Journal online for ninety (90) days after the end date, or longer by agreement; and it will co-operate in the DOI transfer in clause 4.3. Articles published before the end date keep their published version and DOI.

7.4 If Gatha Cognition ends this MOU without cause, or because of its own uncured breach, it will refund the unused part of the annual fee, pro rata.

7.5 Manuscripts under review on the end date may be completed on the platform, by agreement, during the ninety-day period.

## 8. Confidentiality

8.1 Each party will keep confidential any non-public information it receives from the other party under this document (including unpublished manuscripts, reviewer identities, prices agreed privately, sales figures and login details), will use it only for the purposes of this document, and will share it only with staff and advisers who need it and are bound by the same duty.

8.2 This does not apply to information that is or becomes public without fault of the receiving party, that the receiving party already lawfully had, or that must be disclosed by law or by order of a court or authority (after telling the other party where the law allows).

8.3 This clause continues for three (3) years after this document ends; for unpublished manuscripts and reviewer identities it continues without time limit.

## 9. Personal data

9.1 Each party will handle personal data of authors, editors, reviewers, readers and customers in line with the Digital Personal Data Protection Act, 2023 and the rules made under it, and only for the purposes of this document.

9.2 Gatha Cognition processes personal data entered on its platform under its Privacy Policy published on gathacognition.com. Each party will tell the other without undue delay if it becomes aware of a personal data breach affecting the other party's users.

## 10. Liability

10.1 Neither party is liable to the other for indirect or consequential loss, or for loss of profit, revenue or goodwill.

10.2 Except for non-payment of amounts due, breach of confidentiality, or claims arising from content that infringes the rights of others, each party's total liability under this document in any year is limited to the amount paid or payable to Gatha Cognition under this document in the twelve (12) months before the claim.

10.3 Gatha Cognition takes daily backups and reasonable care to keep the platform available, but does not promise uninterrupted service; planned maintenance will be announced in advance where possible.

## 11. Force majeure

11.1 Neither party is responsible for delay or failure caused by events beyond its reasonable control, such as natural disasters, epidemics, war, government action, strikes, or failure of the internet, power or hosting providers. The affected party will tell the other party promptly and resume as soon as possible. If such an event continues for more than sixty (60) days, either party may end this document by written notice.

## 12. Notices

12.1 Notices under this document are given in writing by email to the addresses in Schedule 1 (or any new address a party gives by notice), with a copy by post or courier for notices of termination or breach. An email notice is received on the next working day after it is sent, unless the sender receives an automatic message that it was not delivered.

## 13. Disputes and governing law

13.1 This document is governed by the laws of India.

13.2 The parties will first try to settle any dispute by discussion between the persons who signed this document (or their successors) within thirty (30) days of written notice of the dispute. If it is not settled, either party may refer it to mediation, and if mediation does not resolve it within a further sixty (60) days, the courts at Ahilyanagar, Maharashtra, India have exclusive jurisdiction.

## 14. General

14.1 The parties are independent. Nothing in this document creates a partnership, joint venture, agency or employment relationship, and neither party may bind the other.

14.2 Each party may use the other party's name and logo to announce and describe this arrangement (for example on its website), and for no other purpose without consent.

14.3 Neither party may transfer its rights or duties under this document without the other party's written consent, which will not be unreasonably refused.

14.4 This document, with its schedules, is the whole agreement between the parties on its subject and replaces earlier discussions. Changes are valid only in writing signed (including electronically) by both parties. If a provision is found invalid, the rest remains in force.

14.5 This document may be signed in counterparts and by electronic signature under the Information Technology Act, 2000; each signed copy is an original.

**In witness whereof** the parties have signed this document on the dates written below.

**For and on behalf of GATHA COGNITION®**

Signature: _____

Name: _____

Designation: _____

Date: _____

Place: _____

Seal / stamp:

**Witness 1**

Signature: _____

Name: _____

Address: _____

**For and on behalf of _____**
*(name of institution / society)*

Signature: _____

Name: _____

Designation: _____

Date: _____

Place: _____

Seal / stamp:

**Witness 2**

Signature: _____

Name: _____

Address: _____

## Schedule 1 — Parties' contacts

| | Gatha Cognition | Journal Owner |
|---|---|---|
| Contact person | Dr. Kalpana Bhagat | _____ |
| Designation | Proprietor | _____ |
| Email for notices | office@gathacognition.com | _____ |
| Phone / WhatsApp | +91 95118 96365 | _____ |
| Postal address | Shivajinagar, Dhumalwadi Road, Akole – 422601, Dist. Ahilyanagar, Maharashtra, India | _____<br>_____<br>_____ |
| GSTIN / tax ID | 27APHPB4527M1ZR | _____ *(if any)* |
| Bank account for payments | Account name: GATHA COGNITION<br>Account no.: 35415773426<br>Bank: State Bank of India<br>IFSC: SBIN0001166 | Account name: _____<br>Account no.: _____<br>Bank: _____<br>IFSC: _____ |

## Schedule 2 — Journal, plan and fees

| Item | Details |
|---|---|
| Journal title | _____ |
| ISSN (print / online) | _____ / _____<br>(or "to be applied for") |
| Editor-in-Chief | _____ |
| Frequency / expected articles per year | _____ *(e.g. 2 issues, about 20 articles)* |
| New journal or moving an existing journal | _____ *(New / Moving — number of back-issue articles:)* |
| Open Access licence | _____ *(CC BY-NC-ND 4.0 (default) / other)* |
| Journal's own fees (APC, access prices, waivers) | _____ *(None — free for authors and readers / details)* |
| Start of the MOU year | _____ *(Effective Date)* |

**Plan chosen** (tick one). Annual fees per journal; Indian institutions pay in rupees, institutions outside India in US dollars.

| ✓ | Plan | India (₹ / year) | Outside India (US$ / year) | Included |
|---|---|---|---|---|
| ☐ | Journal Hosting | 35,000 | 600 | Website, Manuscript Portal®, peer-review workflow, 1 training session; DOIs, similarity checks and production at per-article rates (Schedule 4) |
| ☐ | Hosting + DOI | 55,000 | 900 | Everything in Hosting, plus Crossref DOI and Turnitin similarity check for up to 60 articles a year (beyond 60: ₹100 per DOI, ₹300 per check), reference linking, ORCID, help with ISSN and indexing applications, 2 training sessions |
| ☐ | Full Publishing Partner | 75,000 + 1,800 per published article | 1,200 + 40 per published article | Everything in Hosting + DOI, plus copyediting, composition, proofreading, publication, issue cover and table of contents, named managing editor. Article fee covers up to 15 pages (₹100 per extra page) |
| ☐ | Full Publishing Partner — small journal (under 12 articles a year) | 50,000 + 1,800 per published article | — | As Full Publishing Partner |

| One-time fees | Amount (₹) | Applies? |
|---|---|---|
| New journal setup (website, journal template, editorial board pages, portal configuration; article template included) | 10,000 | _____ *(Yes / No)* |
| Moving an existing journal (back issues with metadata, up to 100 articles; ₹100 per article beyond 100) | 15,000 | _____ *(Yes / No)* |
| **Total payable on signing** | _____ | |

Agreed variations, if any: _____ *(none / details)*

## Schedule 3 — Who does what

| Task | Journal Hosting | Hosting + DOI | Full Partner |
|---|---|---|---|
| Journal website, archive, article pages with Cite and "Cited by", Google Scholar tags, statistics | Gatha | Gatha | Gatha |
| Secure hosting (SSL), daily backups, updates | Gatha | Gatha | Gatha |
| Submission, peer review, decisions (Manuscript Portal®) | Owner's editors | Owner's editors | Owner's editors |
| Editorial board, policies, ethics cases | Owner | Owner | Owner |

| Task | Journal Hosting | Hosting + DOI | Full Partner |
|---|---|---|---|
| Crossref DOI and similarity check | Per-article add-on | Gatha (60 / year) | Gatha (60 / year) |
| Copyediting, composition, proofreading | Owner (or add-on) | Owner (or add-on) | Gatha |
| Upload, metadata, issue compilation | Owner | Owner | Gatha |
| Issue cover and table of contents | Owner (or add-on) | Owner (or add-on) | Gatha |
| Promotion on Gatha website and social media | — | New issues | New issues and articles |

## Schedule 4 — Additional services (any plan)

| Service | Price (₹) | Unit |
|---|---|---|
| Crossref DOI | 100 | per article |
| Crossref DOI, back issues (articles over 2 years old, on our platform) | 50 | per article |
| Similarity (plagiarism) check, Turnitin report | 300 | per article |
| Copyediting (language, consistency, reference style) | 75 | per page |
| Composition (typeset PDF in the journal template) | 40 | per page |
| Proofreading | 25 | per page |
| Graphical abstract | 1,000 | per article |
| Issue cover design | 1,500 | per issue |
| Print issue; editorial office support | On quote | |