

Ref. No. – DE-Invertis/19-24/2019-I

### Deed of Agreement

This Deed of Agreement (hereinafter referred to as "**Agreement**") is signed on the day of **05<sup>th</sup> Dec. 2019** of the Christian Era

### BETWEEN

**Diva Enterprises Private Limited**, a Company incorporated in New Delhi, India under the relevant laws of India, having its office at B-9, Basement, Block-A, Naraina Vihar, New Delhi-110028 in this Agreement duly authorized to represent the firm, hereinafter referred to as "**Party A**" (which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns) of the one Part

### AND

**Invertis University**, 60/10, Old Rajinder Nagar, New Delhi-110060, India(Corporate Office), hereinafter referred to as "**Party B**" (which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns) of the other part.

**Mr. Gurinder Mohan Dua**, COO, Diva Enterprises Pvt. Ltd. and **Sh. Santosh Kumar, Registrar, Invertis University**, signing the Agreement.

Now therefore the Agreement witnesses and the parties do hereby agree as follows:

#### Commencement and Validity:

The Agreement shall come into effect on the date of execution hereof (thereafter referred to as the Commencement Date) and shall remain in force for a period of **05 (Five) years i.e. 31<sup>st</sup> Dec. 2024**. This Agreement shall be renewed automatically on the same lines unless any party to the agreement express it's written willingness to change / terminate the terms till 31<sup>st</sup> December of that particular year.

In case of breach of agreement prior to the date of its expiry the party terminating the agreement should provide the print copies/ soft (PDF) to the subscribers till 31<sup>st</sup> December of that particular year.

#### Definitions:

- a. The terms party shall mean either "**Party A**" or "**Party B**" individually and parties mean both "**Party A**" and "**Party B**" collectively.
- b. **Journal** for the purpose of this agreement means - "**Invertis Journal of Management**" Print ISSN: 0975-6310/ **Frequency-** Half Yearly/ **Vol. 11**.
- c. **Co-Publish** means to Print, Online, Market, promote & Distribute the content of all issues of the journal with perpetual clause and making the content of the journal available to the users through web based services as per the subscription policy of "**Party-A**".
- d. **Distribution** means the circulation and dispatch of print copies of the journal during the existence of this agreements whereas in case of online version providing the content to the users as per subscription policy of "**Party A**" continually.

- e. **Database** means the records developed and maintained by "**Party-A**" for the smooth running of it's business to the extent relevant to the present or proceeding MoU's. Database here means the XML Files, PDFs & Images stored in SQL Server.
- f. **Net Revenue** for the purpose of this agreement means net proceeds received by "**Party A**" or "**Party B**" from Subscription of the journal, Minus all the production costs i.e. **Pagination, Editing, Printing, DOI, Distribution costs and GST.**

**Objective and Scope of Work:**

The objective of this Agreement is to define a working relationship between the parties to publishing, marketing and distribution of the Journal within the validity of the Agreement.

**Roles and Responsibilities of "Party A"**

"Party A" would provide the following:

- a. "**Party A**" will Co-publish i.e. **Printing, Pagination, Copy Editing, Distribution, Marketing, E-Publishing etc.** of the journal.
- b. "**Party A**" will provide necessary support for indexing of the journal in prime indexing agencies.
- c. "**Party A**" will to the extent possible, keep the database updated with the latest information available from "**Party B**". Database here means the list of Editorial Board, Advisory Board Members & Author Guidelines. "**Party A**" will not be responsible for accuracy of the information as provided by "**Party B**".
- d. "**Party A**" will provide Online Article Submission & Peer Review Platform to "**Party B**".
- e. "**Party A**" will print 10 additional copies per issue for official/marketing purpose for "**Party B**". If more copies are required to "**Party B**" then "**Party B**" agrees to buy back print copies from "**Party A**".
- f. "**Party A**" will provide online access, including access to back issues for the Executive, Editors of "**Party B**".
- g. "**Party A**" will share the subscription details with "**Party B**" Half Yearly.
- h. "**Party A**" will provide online access details/Usages Report to "**Party B**" Quarterly.
- i. "**Party A**" will support/assistance to "**Party B**" for getting Online ISSN of journal.

### **Roles and Responsibilities of "Party B"**

"Party B" would provide the following:

- a. "Party B" agrees to grant "Party A" the **exclusive and non-transferable** right to provide electronic contents through the internet to the users within the scope of agreement.
- b. "Party B" will formulate the editorial board and send the final article after completing the process of double blind peer review to "Party B".
- c. The selection of papers for publication in the journal will be with "Party B".
- d. Copyright of the data would remain with "Party B" in respect of this journal.
- e. "Party B" shall allow to "Party A", as per the subscription policy of "Party A", perpetual access (Retain online access after expiry of subscription) will be provided to the subscribers. Hence, in case of discontinuation of agreement "Party A" will continue to host the content on their website [www.indianjournals.com](http://www.indianjournals.com) / [www.ijour.net](http://www.ijour.net) within the scope of the agreement.
- f. "Party B" permits "Party A" to write its name as "Co-Publisher" in each issue of this journal and also allows printing its logo on the cover page of the journal.
- g. "Party B" will provide the complete contact details (as per the format provided by "Party A") of Life Members and Annual Members for username/password based online access.

### **DIGITAL OBJECT IDENTIFIER (DOI) GENERATION:**

"Party A" will generate the DOI number for each article on behalf of the society and will further submit to cross ref (US Based organization). For allotment of DOI number Applicable cost is INR 100.00+Taxes as applicable.

### **DISPATCH OF PRINT COPIES:**

"Party A" agrees to dispatch the print copies to the subscribers, on a regular basis. The cost of dispatch will be on actual cost basis.

Any complaint regarding the missing issues will be handled by "Party A". "Party A" will dispatch one hard copy to corresponding author which is from india and PDF copy will be provided to the overseas authors.

### **PLAGIARISM OF ARTICLE(s):**

In case of any information or complaint of any kind of plagiarism in the journal "Party A" in consultation with "Party B" will immediately remove the article from the website.

**RELATIONSHIP OF THE PARTIES:**

This Agreement shall not be regarded as creating a joint venture, partnership or other form of Association between the parties. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or been agent or representation of or otherwise bind the other Party.

**Subscription Rates for 2020 will be as under:**

<b>"Invertis Journal of Management / Freq. - Half Yearly</b>		
	Institutional/ Individual	
	<b>INDIAN (INR)</b>	<b>FOREIGN (US\$)</b>
<b>Online Only *</b>	<b>1500</b>	<b>100</b>
<b>Online and Print**</b>	<b>2000</b>	<b>200</b>
<b>Archives online</b>	As per the policy of party A.	

- \*Taxes as applicable.
- \*\*Taxes as applicable in Print plus Online for Online component.
- Subscriptions are calendar year based (January-December).
- Above prices are applicable for subscription year 2020.
- Mandatory authentication by **Indianjournals.com/Ijour.net** is required before allowing access to the contents of the Journal.
- According to GOC Norms, Subscription Agents are offered 10% discount on the above rates.
- Indianjournals.com shall also promote the journal through online bundle offers at a discounted price.

**REVENUE SHARE:**

**"Party A"** will share Revenue with **"Party B"** as follows:

**"Party A"** will share **Net Revenue of 25%** with **"Party B"**.

**PAYMENTS:**

**"Party A"** shall pay **"Party B"** their share of revenue once in a year after the issue is printed and uploaded. Payment shall be directly transferred to the account of **"Party B"** by the end of the year.

**"Party B"** shall pay/ raise Credit Note to **"Party A"** for Amount received on account of Journals subscription for the contractual period.

**ASSIGNMENT:**

Each Party shall not assign, delegate or transfer any rights duties or obligations hereunder or interests herein without the prior written consent of the other party and any attempted assignment shall be null and void. In the event of any party being

amalgamated with any other company or if the management of the Party is changed or the entire ownership of the party is taken over by any other concern, this Agreement shall continue to subsist and the rights and obligations shall stand transferred to such amalgamated company or the new management or the transfer of the ownership of the Party as the case may be.

**INDEMNIFICATION:**

Each party except otherwise provided in the Agreement shall indemnify, keep indemnified and hold harmless the other Party against any claim, action, demand, expense, loss or other liabilities whatsoever which may arise due to, as a result of or consequence of its negligence and/or omission and/or failure to fulfill its obligations under this Agreement and/or under any terms of any applicable law or regulation.

Party "B" further indemnifies Party "A" against any loss, claim, action, liability of what so ever may arise due to result of consequences of party "B" relation / agreement / MOU with previous associates, printer, publisher etc in relation to this agreement.

Copyright material should be distinctly identifiable in the given content.

**COVENANTS:**

Both the parties hereby jointly covenant that both of them shall employ their reasonable endeavors and co-operate with each other to discharge their respective obligations under this Agreement.

Within the validity of this Agreement each Party shall not discuss or enter into any relationship with any other third party except otherwise stated in this Agreement without the written consent of the other party.

**TERMINATION:**

Each party hereto may terminate this Agreement (w.e.f. volume next to the current volume) at any time during continuance of this Agreement upon giving 180 (One Hundred Eighty) days prior written notice to the other party i.e. Parties can serve notice of termination to the other during the current subscription year for the next subscription year only. In case of late termination information party B should honor the subscription order pertaining to the subsequent subscription year. However incase of insolvency, bankruptcy or winding up of any party, the other party may terminates this Agreement by giving 30 (Thirty) days prior written notice. In case of any breach of any terms and conditions herein by any Party or any party entering into another Agreement which expressly supersedes this Agreement, the other Party may terminate this Agreement by giving 7 (seven) days prior written notice, if the Party does not remedy the alleged breach within 30 (Thirty) days from the date of notice of the said breach.

**FORCE MAJEURE:**

If any event of force majeure continues for a period in excess of 30 consecutive days, the either party shall be entitled to terminate this Agreement by written notice. In this case there will be no liability on either party. The term Force Majeure used above shall mean acts of God, acts of any public enemy, wars, hartals, blockades, insurrections, riots, epidemics, landslides, lightening, earthquake, fires, storms, floods, civil disturbances, terrorisms and any other cause not within the control of the

Ref. No. – DE-Invertis/19-24/2019-I

affected party; all of which by the exercise of due diligence such party is unable to prevent.

**NOTICE:**

All notices, documents, consents approvals and other communications to be given hereunder shall be in writing and be delivered by hand or transmitted by prepaid registered or recorded delivery mail or by facsimile in a form generating a record copy to the Parties and at the registered office address as described in the particulars of the Parties hereinbefore or any other address as may be designated afterwards by the parties. Any notice sent by facsimile or other electronic means shall be deemed to have been duly served at the time of transmission.

**GOVERNING LAWS AND DISPUTE RESOLUTION:**

The Agreement shall be exclusively governed by and construed in accordance with the laws of India. In the event of any disputes, differences and questions that may arise between the parties hereto or their respective representatives in regard to these presents or its subject matter and or interpretation thereof or in any way whatsoever the parties hereto shall endeavor to settle such dispute amicably. In case of failure by the parties to resolve the disputes in the manner set out above within 30 days from the date of receipt of disputes notice sent by either party, the disputes shall be referred to the Arbitrator under the Arbitration Act 1996. Arbitration shall be held in Delhi, India and will be governed exclusively by the Laws of India. The proceedings of the arbitration shall be in English Language. In case of failure by the parties to resolve the disputes through arbitration, the disputes shall be finally settled by the Courts in Delhi, India.

In WITNESS Whereof the Parties have executed this Agreement on the date and year first hereinafter written

Signature  <b>Mr. Gurinder Mohan Dua</b> COO Diva Enterprises Pvt. Ltd. B-9, Basement, Block-A, Naraina Vihar, New Delhi-110028	<b>In Witness whereof</b>  <b>Gautam Kumar</b> Diva Enterprises Pvt. Ltd. B-9, Basement, Block-A, Naraina Vihar, New Delhi-110028
Signature  <b>Sh. Santosh Kumar</b> Registrar Invertis University	<b>In Witness whereof</b>  Name Address