

# Publishing and Copyright agreement

This publishing and copyright agreement (the "Agreement") is entered into this \_\_\_\_\_ Day of, \_\_\_\_\_ (Add Date)

## BETWEEN:

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**(Write Name of the All the Authors as per the sequence mentioned in the Cover Letter)**

Of

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**(Write Complete Current Affiliations, along with Name of the Department and Institute of All the Authors as per the sequence mentioned in the Cover Letter)**

*(the "Authors")*

*OF THE FIRST PART*

- and -

**Surgical Update: International Journal of Surgery and Orthopedics of Siddharth Health Research and Social Welfare Society**

of

Flat No. 4A/202, Dwarka Heights, Dwarka Dham Campus, Karond, Airport Bypass Road,  
Bhopal, Madhya Pradesh, India, Pin – 462038

*(the "Publisher")*

*OF THE SECOND PART*

## 1. Background

Whereas **Surgical Update: International Journal of Surgery and Orthopedics of Siddharth Health Research and Social Welfare Society** is a lawfully established business specializing in Multispecialty Journal and existing in the State of Madhya Pradesh; and

Whereas \_\_\_\_\_  
owns the copyright to a work of \_\_\_\_\_  
titled " \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ "  
(the 'Work'), and wishes to grant Surgical Update: International Journal of Surgery and Orthopedics of Siddharth Health Research and Social Welfare Society permission to reproduce and use the Work in accordance with the terms stated herein;

IN CONSIDERATION OF the mutual covenants and promises set forth in this Agreement, the Authors and the Publisher agree as follows:

## 2. Nature of rights

The Authors grants the Publisher the non-exclusive rights to publish, republish, use, reuse, and reproduce the Work in the formats agreed upon herein. This right includes the power to incorporate the Work into other pre-existing compositions and to use the Work in future compilations. The Authors retains all rights to the Work and is free to submit the Work elsewhere for publication at any time.

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## 3. Credit to authors

The Publisher agrees to credit the name of the Authors as provided in the submission of the Work to the Publisher. The Authors agrees not to sue, claim or take other actions against the Publisher or its operators for any errors or inaccuracies in this name.

## 4. Use of author's information

The Publisher agrees not to voluntarily disclose any private, confidential or personal information the Authors has provided thereto, without Author's prior consent.

## 5. Duration of agreement

This Agreement shall remain in effect indefinitely.

## 6. Permitted formats

This Agreement shall extend ONLY to renderings of the Work in the following format(s):

1. Print
2. A webpage or Online Publishing

The above rights include the right to make technical modifications to the Work in order to display it in the agreed-upon media and formats.

## 7. Modifications to the work

The Authors agrees to allow the Publisher to modify or edit the Work solely at its own discretion. Such changes include, without limitation:

1. Grammar, syntax, spelling and/or punctuation corrections.

2. Removal of any material that encourages or advocates violence or terrorism, racial or religious hatred, or criminal activity; and
3. Modification for the purpose of improving the overall quality of the Work.

### **8. Warranty and indemnification**

The authors affirms that the Work is original, and the authors are the sole authors and owners of the copyright. Furthermore, the Authors understand that they will be fully liable should any copyright infringement be claimed or discovered.

The Authors hereby agrees to indemnify the Publisher and any of its operators of any loss, damage, penalties, legal actions, or claims incurred as a result of breaching this Agreement.

### **9. Governing jurisdiction**

This Agreement is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the State of Madhya Pradesh, excluding conflict of law principles that would cause the application of laws of another jurisdiction.

### **10. Binding effect**

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

### **11. Amendment**

Any amendments to this Agreement must be evidenced in writing and signed by both parties.

### **12. Termination**

The Publisher may terminate this Agreement if the Authors defaults on a term or condition of this Agreement if the situation remains uncorrected following thirty (30) days written notice to the Authors alerting him or her of the default.

Either party may terminate this Agreement by providing the other party with at least \_\_\_\_\_ days are written notice or the minimum required by law.

Upon the termination or expiration of this Agreement, as the case may be, the Publisher shall cease publication, use, and distribution of the Work as soon as is commercially feasible. Notwithstanding the foregoing, the Publisher may complete pending orders and sell off the current stock of the Work, so long as the sell-off period ends, at most, six (6) months after termination or expiration.

Termination or expiration of this Agreement shall not extinguish obligations herein which, by their nature, are intended to survive this Agreement. This includes, but it not limited to, the payment of royalties.

### **13. A full and final agreement**

This Agreement comprises the entirety of the terms and conditions of the agreement between the Authors and the Publisher. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral. Both the authors and the Publisher acknowledge that they have relied upon their own inspection, investigation, and judgment in entering into this Agreement.

The Publisher and the Authors further warrant that they have the right and power to enter into the Agreement and that they do not have conflicting agreements with any other party.

(This space intentionally left blank for signatures of all the authors in accordance with the sequence as mentioned in the submitted manuscript/cover letter)

**Names along with Signatures and Date**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_