

MEMORANDUM OF UNDERSTANDING

Between

AUTHORCAFE INDIA PVT LTD (AUC)

And

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, CHENNAI

to promote effective scholarly communication

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into on 10.03.2021 ("Effective date")

BETWEEN

AuthorCafe India Pvt Ltd (AuC), a private limited company established under The Companies Act, 1956 with CIN U72100TN1987PTC014032 at 4/600, Dr VSI Estate, Phase II, Chennai, Tamil Nadu 600041 (hereinafter referred to as "**AuC**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of "**AuC**") represented by its President, Dr Shanthi Krishnamoorthy, of the SECOND PART. AuC is an affiliate company of TNQ Technologies. TNQ is a publishing technology and services company based in Chennai, India.

AND

Sathyabama Institute of Science and Technology, Deemed to be University, established under Sec. 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119. Tamilnadu, INDIA. (hereinafter referred to as "**SATHYABAMA**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by Dr. T. Sasipraba, aims to promote effective scholarly communication.

AuC and SATHYABAMA shall be collectively referred to as "Organizations" or "Parties" and individually as "Party".

1. Objectives

This MOU is signed between the Organizations for the purpose of commencing discussions & jointly exploring the possibility of deploying AuC's Suite (AuthorCafe Platform & Publication Support Services) for SATHYABAMA. This MOU will form the basis for any Statement of Works that may be agreed by the Parties, for the Services to be provided by AuC to SATHYABAMA.

AuC has offered AuthorCafe Suite (AuthorCafe Platform & Publication Support Services) on the following special terms to SATHYABAMA:

- 1.1. AuC offers the AuthorCafe Platform for research writing at a **special price**(mentioned in the SoW)to SATHYABAMA faculty and students with its premium features.
- 1.2. AuC offers Publication Support Services **for special price**(mentioned in the SoW) to SATHYABAMA faculty and students.
- 1.3. All other users (i.e., Research office, Admin office, Dean offices etc.) get complimentary access to AuthorCafe platform.
- 1.4. The term of this MOU shall be for 2 (two) years. Unless SATHYABAMA confirms their intent to discontinue 30 days prior to the Renewal Date, this MOU will renew automatically at every anniversary thereof.
- 1.5. Some other services such as DOI(Digital Object Identifier) minting for institutional research output (i.e. Thesis, Dissertations etc.), making it digitally discoverable and citable, can be provided if required, at additional charge.
- 1.6. Initial product training sessions will be provided as part of this MOU at no extra cost.
- 1.7. SATHYABAMA shall maintain absolute confidentiality regarding the commercial aspects of this MOU.

- 1.8. SATHYABAMA shall support AuC to make public announcements and help AuC as it conducts marketing campaigns announcing SATHYABAMA's adoption of Authorcafé's Suite. SATHYABAMA shall also support AuC in using its institutional logo on its website and marketing collaterals.

2. Scope

AuthorCafe Platform implementation

- 2.1. SATHYABAMA & AuC will need to have meetings to plan the implementation. Below is a high level indicative roadmap on how the AuthorCafe Platform could be implemented at SATHYABAMA:
 - 2.1.1. Sathyabama and AuC sign this non-binding MOU wherein the intent of both are documented.
 - 2.1.2. AuC uses the signing of this MOU to make public announcements about SATHYABAMA's intent to adopt AuthorCafé Platform.
 - 2.1.3. SATHYABAMA & AuC hold meetings, undertake discussions & agree on the following:
 - 2.1.3.1. Deliverables
 - 2.1.3.2. Service Level Agreements
 - 2.1.3.3. Hosting & other technical aspects
 - 2.1.3.4. The implementation plans
 - 2.1.3.5. Templates (Thesis)
 - 2.1.3.6. Access rights & data security
 - 2.1.3.7. Workflows & decision-making chains
 - 2.1.3.8. Reporting requirements
 - 2.1.3.9. Roles, rights and expectations of each party
 - 2.1.3.10. Governance team & mechanism
 - 2.1.3.11. Support
 - 2.1.3.12. Training

- 2.1.3.13. ETD publishing portal (hosted on SATHYABAMA's site/server)
- 2.1.3.14. Other items that may come up during the discussions
- 2.1.4. SATHYABAMA designates a single point of contact (SPOC) as their representative to ensure the alignment of SATHYABAMA stakeholders on the customization requirement.
- 2.1.5. SATHYABAMA & AuC start work towards customisation & implementation of AuthorCafé.
- 2.1.6. AuthorCafé is implemented for SATHYABAMA as planned, agreed and scheduled.
- 2.1.7. SATHYABAMA SPOC facilitates the product training and, assisted by AuC team, ensures its adoption by SATHYABAMA users
- 2.1.8. AuC supports SATHYABAMA, its faculty, administrators, researchers and students as they start using AuthorCafé and need help. Support is provided during normal business hours on working days of the week.
- 2.1.9. At several points during the above steps, SATHYABAMA & AuC make public announcements and conduct marketing campaigns, including case studies and whitepapers about commissioning and use of AuthorCafé by SATHYABAMA.
- 2.1.10. SATHYABAMA and AuC work jointly to get SATHYABAMA's ETD workflow integrated with Shodhganga & Urkund plagiarism checking tool offered by Shodhshudhi, subject to working out an agreement with INFLIBNET.

Publication Support Services

- 2.2. **Language Editing Services(LES)** - With LES, authors (Faculties and students) will be able to communicate their research in error proof english language, keeping scientific context intact.

Following level of language editing services will be available:

i. Substantive Editing (Premium Services)

1. Language & Grammar-Check
2. Technical Accuracy
3. Manuscript Formatting
4. Logical Flow
5. Presentation
6. Content Enhancement
7. Journal Submission Support
8. After Sales Support

ii. Copy Editing (Standard Services)

1. Language and Grammar Check
2. Style and Consistency Check
3. Technical Accuracy Check
4. Journal Submission Support

- 2.3. **Journal Selection Service** - Journal selection report will be provided with options of 3-5 suitable journal for the manuscript considering following factors:

1. Scope of study
2. Target journal type (Scope, Focus, etc.)
3. Urgency to publish
4. Accessibility features (Open access, Print only, etc.)
5. Type of article
6. Significance of article in its field of speciality

Online Workshop/Training Sessions

- 2.4. Both organizations agree to hold/ conduct, whenever feasible, joint online workshops or training sessions within the areas of scholarly communication with the industry experts/ professionals in the field and senior academicians.
- 2.5. The host institution shall provide necessary arrangements for joint online workshops or training sessions and AuC will deliver those at a special minimum rate.

3. Mode of Operation

- 3.1. One member from the SATHYABAMA and one from AuC will be designated as the Single Point of Contact (SPOC) for the coordination role for all programs organized.
- 3.2. The SPOCs shall be responsible for passing all instructions & communications to the other Organization. The SPOC will also ensure that and promote cordial interaction between the Organizations.

4. Areas of cooperation

- 4.1. The areas of cooperation shall be defined and modified from time to time by the coordination committee setup for the purpose. The coordination committee shall be set up based on Clause 5.

5. Co-ordination committee

The following shall constitute the coordination committee to monitor and review the collaborative program between the two institutions:

- a) Vice Chancellor, Sathyabama Institute of Science and Technology or his/her nominee
- b) SPOC from SATHYABAMA:
- c) President AuthorCafé or his/her nominee
- d) SPOC from AuC:

The co-ordination committee shall:

- 5.1. Review the progress (at least once a year).
- 5.2. Consider the addition/deletion of areas of co-operation between the two institutions during review.
- 5.3. Consider the continuance of the MoU.

6. Intellectual Property and Confidentiality

- 6.1. The Intellectual property of both Organizations will remain their sole property and the other Organization cannot claim any rights whatsoever. If any situation arises where there is a perceived Intellectual Property that is developed in the course of implementation of this MOU, the Organizations shall negotiate and mutually agree in writing their respective rights to intellectual property (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto).
- 6.2. Neither Organization shall, at any time disclose to any third party any confidential information of the other Organization which is acquired in the course of activities under this Memorandum, a collaborative project or program, without the prior consent of the other Organization in writing.

7. Validity period, Amendment and Termination

- 7.1. This MoU shall be valid for a period of two years from the Effective Date
- 7.2. At the end of the validity period of the MoU, a modified agenda may be considered for a new term.
- 7.3. In the event of such termination, both organizations will make best effort to communicate positively with everyone regarding the reasons for termination and will do this in a manner without causing any harm to the other Organization.

8. Indemnity and Limitation of liability

Notwithstanding anything under this Agreement, AuC shall not be liable to SATHYABAMA for any loss, damage, or any other liability suffered by SATHYABAMA due to the negligent, willful acts or omissions of SATHYABAMA and its agents. SATHYABAMA shall indemnify and hold harmless AuC for any loss, damage, liability or costs to the extent caused by the negligent, willful acts or omissions on part of SATHYABAMA and its agents. The Liability SATHYABAMA under this MOU shall be limited to 12 (twelve) months billing prior to the date of claim.

9. Arbitration / Jurisdiction

Any dispute or differences arising out of interpretations of the clauses listed above shall be resolved by mutual consultation and if the mutual consultation fails, shall be settled by Arbitration through a sole arbitrator appointed mutually by the parties. The place of Arbitration shall be Chennai and shall be governed as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the Award of the Arbitration shall be final and binding on the parties to the MoU. In general, Courts in Chennai shall have the jurisdiction.

10. Communications

All communications on matters incidental hereof shall be addressed to the institutions by Speed Post/E-mail :

AuthorCafe India Pvt Ltd (AuC) , 4/600, Dr VSI Estate, Phase II, Chennai, Tamil Nadu 600041

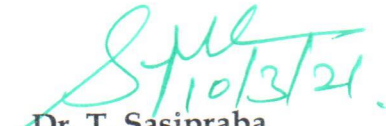
Email: contact@authorcafe.com

Sathyabama Institute of Science and Technology, Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119. Tamilnadu

Email: vc@sathyabama.ac.in

In witness whereof the two parties have signed this memorandum of understanding on date, month and year referred above.

For Sathyabama Institute of Science and Technology


Dr. T. Sasipraba
Vice Chancellor

For AuthorCafe India Pvt Ltd


Dr. Shanthi Krishnamoorthy
President For AuthorCafe Private Limited

Authorised Signatory

Signed in the presence of

