



Dr. Praveen K Jain <praveenjain.spsl@gmail.com>

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**RE: publication of Conference proceedings (ICANCT-2020)**


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**Conference Proceedings (ELS)** <conferenceproceedings@elsevier.com>  
To: Praveen Jain <praveenjain.spsl@gmail.com>  
Cc: "Bland, Stewart (ELS-OXF)" <S.Bland@elsevier.com>

Wed, Dec 11, 2019 at 2:31 PM

Dear Dr. Jain,

The agreement has now been fully signed and a copy has been sent to all the signees. I have requested our production department to draft and send the template and author's instructions. They will appoint a coordinator who will send this within approx. 2-3 working days.

 Please do not hesitate to contact me if you have any further questions.

[Quoted text hidden]

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**RE: publication of Conference proceedings (ICANCT-2020)**

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Conference Proceedings (ELS) <conferenceproceedings@elsevier.com>

Thu, Nov 28, 2019 at 6:50 PM

To: Praveen Jain <praveenjain.spsl@gmail.com>

Cc: "Bland, Stewart (ELS-OXF)" <S.Bland@elsevier.com>

Dear Dr. Jain,

I have just sent the agreement to the signees via DocuSign. It will be sent to 1 signee at a time and each signee will receive an email from DocuSign with step by step signing instructions.

The signing sequence is as follows;

1. Next to sign approve Stewart Bland
2. Awaiting signature from Prof. Mukesh Arora
3. Awaiting signature from Prof. Praveen Kumar Jain
4. Awaiting signature from Dr. Rukhsar Zafar
5. Awaiting signature from Dr. Rishi Vyas

Once the agreement is fully signed, our production department will appoint a coordinator who will draft and send the template and author's instructions. They will send these documents within approx. 2-3 working days after receiving the fully signed agreement.

Regarding the use of MATPR logo's, we cannot give you permission until we have received a signed DocuSign agreement.

Please do not hesitate to contact me if you have any questions.

[Quoted text hidden]



Dr. Praveen K Jain <praveenjain.spsl@gmail.com>

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**RE: publication of Conference proceedings (ICANCT-2020)**

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**Conference Proceedings (ELS)** <conferenceproceedings@elsevier.com>

Wed, Dec 11, 2019 at 2:31 PM

To: Praveen Jain <praveenjain.spsl@gmail.com>

Cc: "Bland, Stewart (ELS-OXF)" <S.Bland@elsevier.com>

Dear Dr. Jain,

The agreement has now been fully signed and a copy has been sent to all the signees. I have requested our production department to draft and send the template and author's instructions. They will appoint a coordinator who will send this within approx. 2-3 working days.

Please do not hesitate to contact me if you have any further questions.

[Quoted text hidden]

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**RE: publication of Conference proceedings (ICANCT-2020)**

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**Conference Proceedings (ELS)** <conferenceproceedings@elsevier.com>  
To: Praveen Jain <praveenjain.spsl@gmail.com>  
Cc: "Bland, Stewart (ELS-OXF)" <S.Bland@elsevier.com>

Mon, Nov 25, 2019 at 9:25 PM

Dear Dr. Jain,

I have prepared a draft agreement for your conference and would be grateful if you could please fill in or amend the highlighted parts of the agreement and return the word document back to me.

Once I have received the updated agreement from you I will enter it into DocuSign for electronic signature. It will then be sent to 1 signee at a time and each signee will receive an email from DocuSign with step by step signing instructions.

Please let me know if you have any questions.

Kind regards,

*Ms. Erna Justus*

**Commercial Sales Team**

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**From:** Bland, Stewart (ELS-OXF) <S.Bland@elsevier.com>  
**Sent:** Friday, November 22, 2019 2:44 PM  
**To:** Praveen Jain <praveenjain.spsl@gmail.com>  
**Cc:** Conference Proceedings (ELS) <conferenceproceedings@elsevier.com>  
**Subject:** RE: publication of Conference proceedings

Dear Praveen,

Thank you very much for providing the requested details; this looks like a nice event for us to partner on and we would be happy to publish the proceedings of the conference in *Materials Today: Proceedings*.

I have copied in my colleague Colin/Erna, who will in touch shortly to provide further information. Please do let Colin/Erna know if you have any questions.

Colin/Erna – please not the addition of a Guest Editor not on the original proposal – CV attached.

The Guest Editors for the issue will need to be registered in our editorial platform: please now ask all Guest Editors to visit <https://ees.elsevier.com/matpr/preRegistration.asp> and register for an account. At this stage, your account(s) will be registered as standard "author" accounts: once all formalities are completed, our team will upgrade your account to Editor status. Authors will be unable to submit, and Guest Editors will be unable to handle papers until this time. We will provide confirmation when the accounts have been upgraded and submissions can begin. If the Guest Editors



## ***PROCEEDINGS AGREEMENT***

This agreement is made this 25<sup>th</sup> day of November 2019 (“Agreement”), by and between **ELSEVIER Ltd.** located at The Boulevard, Langford Lane, Kidlington, Oxford, OX5 1GB, UK (“Elsevier”), and at **SKIT**, (“Organizer”) located at [Ramnagar, Jagatpura, Jaipur, India-302017].

### **BACKGROUND:**

**WHEREAS**, the Organizer desires to enter into this Agreement whereby Elsevier will be responsible for the publication of papers (hereinafter “Proceedings”) of the **International Conference on Advancement in Nanoelectronics and Communication Technologies (ICANCT-2020)** in the journal entitled *Materials Today: Proceedings* (hereinafter “Procedia”).

**NOW** it is mutually agreed between parties as follows:

1. **Manuscript Delivery.**
  - a. **Delivery.** The Organizer shall be responsible for ensuring that its authors/paper presenters deliver to Elsevier on or before the **15<sup>th</sup> April 2020**, time being of the essence, a final, complete and reviewed manuscript of the Proceedings in accordance with the instructions of Elsevier, making use of the electronic submission system as requested by Elsevier. Such manuscript shall be in the English language and shall be delivered together with the complete table of contents, photographs, figures, legends, drawings, front matters, maps and other illustrative material to be included.
  - b. **Non-Delivery/Unsatisfactory Delivery.** If the Organizer does not deliver the final complete manuscript by the above date Elsevier may immediately suspend or terminate this Agreement by written notice.

In the event of termination as set out above, all obligations between the parties shall cease and this Agreement shall become null and void (except as expressly noted herein).

If the Organizer furthermore delivers by the date noted herein a manuscript or deliverables that do not conform with the requirements noted herein, or that are deemed otherwise unsatisfactory in form or content, Elsevier shall provide written notice stating the reasons for its determination that the manuscript or deliverables are unacceptable and provide the Organizer 30 (Thirty) days within which to make such changes and revisions to the satisfaction of Elsevier. In the event a revised manuscript satisfactory to Elsevier is not received within this timeframe, Elsevier shall have the right to refuse to publish such Proceedings and to terminate this Agreement by written notice to the Organizer without prejudice to the right of Elsevier to receive payment on a time and materials basis for all work done prior to the date of termination, such payment to be made by the Organizer within 30 (Thirty) days from the date of invoice.



Provided that the manuscript is acceptable to Elsevier as described herein, Elsevier shall produce the Proceedings as a separate issue in Procedia and publish the same within **3 (three) months** of receiving the final, complete and electronically formatted manuscripts from the Organizer in the English language. Any hard copies will be delivered within **4 (four) weeks** after online publication of the relevant Proceedings.

2. **Manuscript Editing, Production and Distribution.**

- a. The Organizer will be responsible for selection of the contributions, the peer-review and editing of the manuscript and the arrangement of the papers for publication. The Organizer shall ensure that peer-review is conducted by the Guest Editor(s) of the Proceedings, or other experts as directed by the Organizers and approved by the Guest Editor, in accordance with the peer-review process required by Elsevier and described in the Annex to the Guest Editor agreement at Annex B. Elsevier shall not be required to include a contribution in the Proceedings unless a signed Journal Publishing Agreement form, as described under Annex A has been received by Elsevier from the contributor with respect to their contribution prior to the publication of the Proceedings. The Organizer will ensure that the manuscripts are of a high professional level and consistent with the standards as set by Elsevier.
- b. Upon Elsevier's request, the Organizer will promptly deliver to Elsevier a list of all contributors in electronic format with full names, telephone numbers, business/institution postal mailing addresses, including postal zip codes, and business/institution electronic mail addresses.
- c. Elsevier shall include the Proceedings as part of the Science Direct® electronic service or any successor/affiliated service. Elsevier will ensure that the Proceedings content will be published and distributed with the appropriate copyright notice. The Organizer will be fully responsible for the appointment and performance of the independent Guest Editor(s), as defined in Annex B. The Organizer shall upon signing this Agreement ensure that the Guest Editor signs the agreement substantially as set forth as Annex B. Unless otherwise agreed, Elsevier shall bear no responsibility for manuscript selection, review and editing. Therefore, all published Proceeding articles shall display the following text:

**“Peer-review under responsibility of the scientific committee of the International Conference on Advancement in Nanoelectronics and Communication Technologies”**

The parties undertake and agree that if any party other than the Organizer makes a financial contribution to the Proceedings (including any other product associated with the Proceedings such as a supplement), including without limitation any sponsor or advertiser (“Sponsor”), such Sponsor shall have no involvement in or influence over the editorial content and policy of the Proceedings. The Organizer further agrees that the editorial content and policy of the Proceedings shall be entirely independent of the Sponsor, including without limitation the selection, remuneration and appointment of Guest Editor, and all editorial decision-making of content and sequence. The name and



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Dr. Mukesh Arora, Department of ECE, Swami Keshvanand Institute of Technology, Management & Gramothan, Ramnagar, Jagatpura, Jaipur-302017

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- d. **Compliance with Laws.** Each party agrees to comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (collectively, "Applicable Laws") relating to its duties, obligations and performance under this Agreement and Applicable Laws prohibiting bribery and fostering transparency, including, without limitation the US Foreign Corrupt Practices Act, the UK Bribery Act and the US Physician Payment Sunshine Act and those other laws enforced in the country where business is being conducted and/or the party's place of business or residency. Each party agrees to engage only in legitimate business and ethical practices in commercial operations and in relation to its dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly "Government Official"). Neither party nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies, gifts or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the other party or any affiliate of the other party for personal gain (any such act, a "Prohibited Payment"). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services or the execution or performance of a contract





provided that such payments are permissible under the Applicable Laws.

5. **Financial Arrangements**

- a. The Organizer agrees to pay Elsevier **0 USD (Zero)** for publishing no more than a total of **50 (Fifty)** submitted papers in the Proceeding of 3 (Three) to 10 (Ten) pages each. Additional papers in excess of the agreed maximum quantity that Elsevier agreed to publish will be published at a rate of **USD30 (thirty US dollars)** per paper.

If at any time during the term of this Agreement the Fees, or any part thereof, will be paid by a Sponsor, Organizer shall disclose this fact to Elsevier immediately by giving written notice. Organizer shall in any event remain fully liable to Elsevier for all payments due to Elsevier under this Agreement.

- b. All monies provided to be paid under the terms of this Agreement are expressed exclusive of any sales, use, value added, withholding, stamp duties or similar taxes applicable in the country of destination, which shall be payable by the Organizer in addition to the monies due above. Any value added tax (VAT) due by Organizer to Elsevier shall be paid upon issuance by Elsevier of a valid VAT invoice to the Organizer.
- c. Upon publication of the Proceedings, Elsevier will invoice Organizer for the outstanding fees. Organizer will pay each invoice within 30 (Thirty) days of Organizer's receipt of the invoice. Any additional purchases (e.g. CD-ROMs and USB sticks) and/or interactive media possibilities (e.g. webcasts and web seminars), as well as sponsoring will be agreed upon in a separate agreement.
- d. Organizer's invoice address is:

(Please provide the name, email address, telephone number and FULL address for the person responsible for billing/account purposes)

Dr. Mukesh Arora, Department of ECE, Swami Keshvanand Institute of Technology, Management & Gramothan, Ramnagar, Jagatpura, Jaipur-302017

The contact person for billing purposes is:

Name: Dr. Mukesh Arora  
Email: arora.mukesh02@gmail.com  
Tel.: +91-9829630099

The Organizer's VAT number (if applicable) is \_\_\_\_\_ which will be used by Elsevier for invoicing purposes. If no VAT number the Tax exempt number of the organizer (if applicable) is \_\_\_\_\_ (a copy of your tax exempt certificate will also need to be provided).

6. **Personal Data**



- a. Personal Data Processing. Each party warrants and represents that the use and other processing of any personal data that it receives from the other under this Agreement will be for the purposes and in the manner envisaged by this Agreement or as instructed in writing by the party supplying the data and in accordance with all Applicable Laws pertaining to privacy and personal data protection. Each party shall implement appropriate technical and organizational security measures aimed at protecting such personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. The Organizer further warrants and represents that it has given all necessary notices and obtained all necessary consents and authorizations to the processing of any personal data it supplies to Elsevier in accordance with the purposes and in the manner envisaged by this Agreement or as instructed in writing by the Organizer. The parties acknowledge and agree that the Organizer is the 'controller' and Elsevier is the 'processor' in respect of any 'personal data' supplied by the Organizer to Elsevier under this Agreement as those terms are defined in the Data Processing Addendum set forth in Annex C, which shall further apply to the processing of any personal data supplied by the Organizer to Elsevier under this Agreement.

7. General.

- a. Force Majeure. If by reason of war, strikes, floods, power failures, damage or destruction of production systems, hardware and software errors, fire or other action of the elements, accidents, governmental restrictions or appropriation or other causes beyond the control of either party, such party is unable to perform in whole or in part its obligations set forth in this Agreement, then such party shall be relieved of those obligations to the extent it is thereby unable to perform. If the conference is cancelled due to force majeure then Organizer will be liable to Elsevier for any costs incurred on a time and material basis. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with the provisions of this Agreement and to avoid the effects of such event to the extent possible.
- b. Assignment. Except as otherwise expressly provided herein, neither party shall directly or indirectly assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, prior written consent is not required if Elsevier assigns this Agreement to an affiliate or subsidiary or sells or transfers all or substantially all of its assets.
- c. Integration/Severability/Waiver/Modification. This Agreement, including terms on Elsevier's website incorporated by reference, represents the entire Agreement between the parties in relation to the subject matter hereof and supersedes any previous agreements whether written or oral. The provisions of this Agreement shall be severable, and in the event that any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent the enforcement or any other provision of this Agreement. The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of that right at any time thereafter. This Agreement may be modified or amended only by a written document executed by both parties, except Elsevier may update the terms on Elsevier's website incorporated by reference by posting updated terms on the website.



- d. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each party.
- e. Relationship. Nothing in this Agreement shall be deemed to create any employer /employee, agency, fiduciary, joint venture or other similar relationship between the parties.
- f. Confidentiality. Elsevier and the Organizer shall each maintain all of the other party's Confidential Information (as defined herein) in strict confidence, will not disclose any Confidential Information to any third party other than as necessary to perform the obligations set forth in this Agreement, and will protect such information with the same degree of care that such party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. For the purposes of this Agreement, "Confidential Information" means any business, financial, operational, customer, vendor and other information disclosed by one party to the other and not generally known by or disclosed to the public or known to the receiving party solely by reason of the negotiation or performance of this Agreement, and shall include, without limitation, the terms of this Agreement. The foregoing confidentiality restrictions shall survive the expiration or termination of this Agreement.
- g. Governing Law. Regardless of the place of physical execution of this Agreement, or of its delivery, this Agreement shall be treated as though executed within England and Wales (the "Governing State") and shall be governed and interpreted according to the laws of that country or state; and the parties irrevocably submit to the jurisdiction of the courts of the Governing State with respect to all disputes or matters arising out of or pertaining to this Agreement.
- h. Survival. The provisions in the Organizer's Representations, Warranties and Indemnities and General articles shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned execute this Agreement.

On behalf of Organizer **SKIT**

Name: **Dr. Mukesh Arora**  
Title: Professor  
Email: [arora.mukesh02@gmail.com](mailto:arora.mukesh02@gmail.com)  
Date:

On behalf of **Elsevier Ltd**

Name: **Stewart Bland**  
Title: Executive Publisher  
Date:

Name: **Dr.Praveen Kumar Jain**  
Title: Professor  
Email: [pkjain@skit.ac.in](mailto:pkjain@skit.ac.in)  
Date:



**ANNEX A**

**Journal Publishing Agreement**

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For further information see the publishing ethics page at <http://www.elsevier.com/publishingethics> and the journal home page. For further information on sanctions, see <https://www.elsevier.com/trade-sanctions>

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- Any software contained in the Supplemental Materials is free from viruses, contaminants or worms.
- If the Article or any of the Supplemental Materials were prepared jointly with other authors, I have informed the co-author(s) of the terms of this Journal Publishing Agreement and that I am signing on their behalf as their agent, and I am authorized to do so.

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#### Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the country or state of the Copyright Owner ("the Governing State"), without regard to conflict of law principles, and the parties irrevocably consent to the exclusive jurisdiction of the courts of the Governing State.

For information on the publisher's copyright and access policies, please see <http://www.elsevier.com/copyright>.

#### **DEFINITIONS**

##### **Accepted Manuscript**

The manuscript of an Article that has been accepted for publication and which typically includes author-incorporated changes suggested during submission, peer review, and editor-author communications. The Accepted Manuscript should not be added to



or enhanced in any way to appear more like, or to substitute for, the Published Journal Article. The Accepted Manuscript should include a link to the formal publication through the relevant DOI and should bear a Creative Commons CC BY-NC-ND license.

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The use or posting of Articles:

- for commercial gain – for example by associating advertising with the full-text of the Article, by providing hosting services to other repositories or to other organizations, or charging fees for document delivery or access;
- to substitute for the services provided directly by the publisher – for example article aggregation, systematic distribution via e-mail lists or share buttons, posting, indexing or linking for promotional/marketing activities by commercial companies for use by customers and/or intended target audience of such companies (e.g. pharmaceutical companies and healthcare professionals/physician-prescribers).

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Use by the author's institution for classroom teaching at the institution and for internal training purposes (including distribution of copies, paper or electronic, and use in coursepacks and courseware programs, but not in MOOCs – Massive Open Online Courses) and inclusion of the Article in applications for grant funding or for patent applications. For authors employed by companies, the use by that company for internal training purposes.

#### **Personal Use**

Use by an author in the author's classroom teaching (including distribution of copies, paper or electronic) or presentation by an author at a meeting or conference (including distribution of copies to the delegates attending such meeting), distribution of copies (including through e-mail) to known research colleagues for their personal use, use in a subsequent compilation of the author's works, inclusion in a thesis or dissertation, preparation of other derivative works such as extending the Article to book-length form, or otherwise using or re-using portions or excerpts in other works (with full acknowledgment of the original publication of the Article).

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Author's own write-up of research results and analysis that has not been peer reviewed, nor had any other value added to it by a publisher (such as formatting, copy editing, technical enhancements, and the like). Preprints should not be added to or enhanced in any way in order to appear more like, or to substitute for, the Published Journal Article.

#### **Published Journal Article**

The definitive final record of published research that appears or will appear in the journal and embodies all value-adding publisher activities including peer review co-ordination, copy-editing, formatting, (if relevant) pagination, and online enrichment.

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## ANNEX B Guest editor agreement

Date: 25 November 2019

Re: **International Conference on Advancement in Nanoelectronics and Communication Technologies (ICANCT-2020)**

Guest editor(s): **Dr. Mukesh Arora**  
**Dr. Praveen Kumar Jain**  
**Dr. Rukhsar Zafar**  
**Dr. Rishi Vyas**

### Letter of agreement ("the Agreement")

I am pleased that you have agreed to act as the guest editor ("Guest Editor") of the **International Conference on Advancement in Nanoelectronics and Communication Technologies** ("Proceedings") for *Materials Today: Proceedings* ("Procedia") published by Elsevier Ltd ("Elsevier"). General policies and procedures for the Procedia are described below, along with specific information that relates to the present *Materials Today: Proceedings*:

1. You are responsible, in cooperation with any other guest editor for the Proceedings, for the invitation, selection, review and editing of the manuscripts for the Proceedings, and the arrangement of the manuscripts for publication, and relations with authors, provided that all manuscripts shall be submitted to the editor of the Journal ("the Journal Editor") or his/her nominee for approval prior to publication. You agree to use your best efforts in cooperating with the Journal Editor and any other guest editor for the Proceedings with respect to the preparation and publication of the Proceedings.
2. You are responsible, in cooperation with any other guest editor for the Proceedings, for ensuring that the review process for the Proceedings is conducted in an appropriate manner and in line with normal review practices for the Journal. You shall consult with the Journal Editor about the refereeing procedure to be adopted. You will ensure that the level of quality and standards for Proceedings manuscripts shall be consistent with the standards as set by the Journal and Elsevier. You shall make the preliminary decision on all manuscripts based on 2 reviews but all manuscripts (and all revisions) shall then be transferred to the Journal Editor. The Journal Editor shall have the sole right to review and/or reject any manuscript or arrange for any manuscript(s) to be independently peer reviewed prior to final acceptance for publication.
3. As the Guest Editor for this Proceedings, you are requested to compile a list of authors and proposed titles of their manuscripts. If this list is approved by the Journal Editor, and subject to any changes required by the Journal Editor, you will invite the authors approved by the Journal Editor to submit their manuscripts by the given deadline. The detailed Guide for Authors,





including relevant submission requirements, is available on the Journal's website. Once the list of content is known and articles are being submitted, please could you provide a short editorial, outlining and introducing the Proceedings and its significance.

4. In order to facilitate the review process, we will arrange access to the Journal's electronic submission system for you for the purposes of completing the Proceedings. Our Production department will be in contact with you to discuss with you how to use this system to manage your Proceedings.
5. As agreed, the Proceedings is expected to comprise **40-50 (Forty-Fifty)** papers. In order to facilitate a timely publication schedule, the proposed deadline for all manuscripts to be submitted to the Journal's electronic submission system and ready for production (i.e. final decisions made on all manuscripts and communicated to all involved parties) is **15<sup>th</sup> April 2020** or such later date as may have been approved in advance in writing by Elsevier.
6. Every author must submit a declaration of competing interests, together with a statement for each article specifying all funding sources for the study (such as pharmaceutical companies or medical communications agencies). See the Journal website for further details. You will also ensure that the Proceedings contains full disclosure of the origins of the Proceedings, including a history listed as a publisher's note.
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10. You expressly agree that, where there is a sponsor for the Proceedings, you will not permit the sponsor to intervene in or otherwise influence the manuscript editing process and will not follow any instruction from the sponsor or otherwise be influenced by the sponsor in relation to any of the manuscripts or any other content to be published in the Proceedings.

11. You represent and warrant that you have disclosed to the Journal in writing all actual and potential competing interests, both financial and non-financial, if any, in relation to the editorial activities to be performed under this Agreement, and that you will update such disclosures promptly as and when any actual or potential future conflicts arise. (Examples of financial conflicts include employment, consultancies, stock ownership, honoraria, paid expert testimony, grants, patents or patent applications, and travel grants. Competing interests may also arise as a result of personal relationships, academic competition, and intellectual beliefs, such as political or religious beliefs.)
  
12. You represent and warrant that you are familiar with all applicable conflict of interest and outside compensation laws and regulations as well as policies and rules of your employer or institution (if applicable), and that your acceptance of this appointment, and the terms of this Agreement and your performance under this Agreement, including your participation in editor conferences, trainings and meetings and acceptance of transportation, hospitality, food and lodging provided by Elsevier to you in connection therewith, are and will be in compliance with those laws, regulations, policies and rules. You further agree to comply with all other applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (collectively, "Applicable Laws") relating to your duties, obligations and performance under this Agreement, Applicable Laws pertaining to data protection, transparency and privacy; and Applicable Laws prohibiting bribery and fostering transparency, including, without limitation the US Foreign Corrupt Practices Act, the UK Bribery Act and the US Physician Payment Sunshine Act and those other laws enforced in the country where business is being conducted and/or your place of business or residency. You agree to engage only in legitimate business and ethical practices in commercial operations and in relation to your dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly "Government Official"). You shall not pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies, gifts or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the other party or any affiliate of the other party for personal gain (any such act, a "Prohibited Payment"). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services or the execution or performance of a contract provided that such payments are permissible under the Applicable Laws.
  
13. To the extent that you perform your duties using such skill and care as required in connection with your obligations hereunder, Elsevier shall indemnify, defend and hold you harmless from and against any costs arising from or out of any third-party claim in connection with the performance of your obligations under this Agreement, unless such third party claim is the result of your willful misconduct, fraud, or gross negligence. If any third-party claim is made, you will promptly notify Elsevier, which shall have sole authority to appoint counsel to defend the third-party claim and to conduct and control the defense of any such claim. You also agree to reasonably cooperate with the defense of any such claim as reasonably requested by Elsevier.



14. You shall maintain all Confidential Information (as defined herein) in strict confidence, will not disclose any Confidential Information to any third party other than as necessary to perform the obligations set forth in this Agreement, and will protect such information with the same degree of care that you exercise with your own Confidential Information, but in no event less than a reasonable degree of care. For the purposes of this Agreement, "Confidential Information" means any business, financial, operational, customer, vendor and other information disclosed by Elsevier, or the third party owner of the Journal if applicable, to you and not generally known by or disclosed to the public or known to you solely by reason of the negotiation or performance of this Agreement, and shall include, without limitation, the terms of this Agreement. The foregoing confidentiality restrictions shall survive the expiration or termination of this Agreement.

ANNEX to Guest Editor Agreement: ETHICS ISSUES

- **Publication decisions**

o Peer review

You shall ensure that the peer review process is fair, unbiased, and timely. You must select reviewers who have suitable expertise in the relevant field. You must review all disclosures of potential conflicts of interest made by reviewers in order to determine whether there is any potential for bias.

Research articles that are sent to review must typically be reviewed by at least two external and independent reviewers, and where necessary you should seek additional opinions.

You must follow best practice guidance provided by Elsevier on avoiding the selection of fraudulent peer reviewers (for example not using a reviewer recommended by an author unless it has verified that reviewer's contact information from an independent source).

o Journal metrics

You must not attempt to influence the Journal's ranking by artificially changing any Journal metric. In particular, you shall not require that references to that (or any other) Journal's articles be included except for genuine scholarly reasons and authors should not be required to include references to your own articles or products and services in which you have an interest.

- **Fair play**

You should evaluate manuscripts for their intellectual content without regard to race, gender, sexual orientation, religious belief, ethnic origin, citizenship, or political philosophy of the authors.

You must follow the editorial policies of the Journal in order to encourage transparency and complete, honest reporting, and to ensure also that peer reviewers and authors have a clear understanding of what is expected of them.



You shall use the Journal's electronic submission system for all Journal communications and make appropriate use of Elsevier's systems for the detection of plagiarism.-

- **Confidentiality**

You must protect the confidentiality of all material submitted to the Supplement/Special Issue and all communications with reviewers, unless otherwise agreed with the relevant authors and reviewers. Unless the Supplement/Special Issue is operating an open peer review system or reviewers have agreed to disclose their names, you must protect reviewers' identities.

Unpublished materials disclosed in a submitted manuscript must not be used in your own research without the express written consent of the author. Privileged information or ideas obtained through peer review must be kept confidential and not used for personal advantage. Since peer review is confidential, reviewers must not share information about the review with anyone without permission from the editors and authors. In exceptional circumstances and in consultation with Elsevier and the Journal Editor, you may share limited information with editors of other journals where deemed necessary to investigate suspected research misconduct.

- **Competing interests**

You shall apply Elsevier's policy relating to the disclosure of potential conflicts of interest by authors and reviewers.

Any potential editorial conflicts of interest should be declared to Elsevier in writing prior to your appointment, and then updated from time to time if and when new conflicts arise. Elsevier may publish such declarations in the Supplement/Special Issue.

You must not be involved in decisions about manuscripts which you have written yourself or which have been written by family members or colleagues or which relate to products or services in which you have an interest. Further, any such submission must be subject to all of the Journal's usual procedures, peer review must be handled independently of the relevant author/editor and their research groups, and there must be a clear statement to this effect on any such manuscript that is published.

- **Vigilance over Published Record**

You should work to safeguard the integrity of the published record by cooperating with the Journal Editor if requested by the Journal Editor to review and assess reported or suspected misconduct (research, publication, reviewer and editorial) in conjunction with Elsevier (or society, if applicable). Such measures will generally include contacting the author of the manuscript or article and giving due consideration to the respective complaint or claims made but may also include further communications to the relevant institutions and research bodies.

If the Journal Editor is presented with convincing evidence of misconduct, you should coordinate with the Journal Editor and any other co-editor, Elsevier (and/or society, if applicable) to arrange the prompt publication of a correction, retraction, expression of concern, or other correction to the record, as may be relevant.



If this Agreement sets forth your understanding and agreement with these terms, please sign this Agreement electronically via DocuSign. After this Agreement is electronically signed by us, and counter-signed by you, all parties will automatically receive a signed copy.

Yours sincerely,

**Stewart Bland**  
Executive Publisher  
Date:

Signed in Agreement: \_\_\_\_\_ **Dr. Mukesh Arora**  
Email: [arora.mukesh02@gmail.com](mailto:arora.mukesh02@gmail.com)  
Date: \_\_\_\_\_

\_\_\_\_\_ **Dr. Praveen Kumar Jain**  
Email: [pkjain@skit.ac.in](mailto:pkjain@skit.ac.in)  
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\_\_\_\_\_ **Dr. Rukhsar Zafar**  
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Date: \_\_\_\_\_

\_\_\_\_\_ **Dr. Rishi Vyas**  
Email: [vyasphysics@gmail.com](mailto:vyasphysics@gmail.com)  
Date: \_\_\_\_\_

## ANNEX C DATA PROCESSING ADDENDUM

### A. Definitions

1. The terms “controller”, “data subject”, “personal data”, “personal data breach”, “processing”, and “processor” will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term ‘data controller’ or ‘data processor’, they shall be read as controller and processor, respectively.
2. “Data Protection Laws” means all data protection laws and regulations, including those of the Netherlands, United Kingdom (“UK”), Switzerland, European Economic Area (“EEA”) and the European Union (“Union”), applicable to the processing of personal data under the Agreement, including the GDPR from 25 May 2018.
3. “DPA” means this Data Processing Addendum.
4. “GDPR” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) from 25 May 2018.

### B. Scope

This DPA applies to the processing of personal data within the scope of the Data Protection Laws by Elsevier on behalf of the Organizer. This DPA does not apply where Elsevier is a controller of personal data. The commitments under the GDPR apply from 25 May 2018.

### C. Processing

1. Elsevier shall not engage another processor without prior specific or general written authorization of the Organizer. In the case of general written authorization, Elsevier shall inform the Organizer of any intended changes concerning the addition or replacement of other processors, thereby giving the Organizer the opportunity to object to such changes.
2. Processing by Elsevier shall be governed by this DPA. In particular, Elsevier shall:
  - (a) process the personal data only on documented instructions from the Organizer, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by UK, Union or Member State law to which Elsevier is subject; in such a case, Elsevier shall inform the Organizer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

- (b) ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (c) take all measures required pursuant to Article 32 of the GDPR;
- (d) respect the conditions referred to in paragraphs 1 and 3 in this clause C for engaging another processor;
- (e) taking into account the nature of the processing, assist the Organizer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Organizer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- (f) assist the Organizer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Elsevier;
- (g) at the choice of the Organizer, delete or return all the personal data to the Organizer after the end of the provision of services relating to processing and delete existing copies unless UK, Union or Member State law requires storage of the personal data;
- (h) make available to the Organizer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Organizer or another auditor mandated by the Organizer.

Elsevier shall immediately inform the Organizer if, in its opinion, an instruction from the Organizer to Elsevier infringes the GDPR or other UK, Union or Member State data protection provisions.

3. Where Elsevier engages another processor for carrying out specific processing activities on behalf of the Organizer, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under UK, Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil those data protection obligations, Elsevier shall (subject to the terms of the Agreement) remain fully liable to the Organizer for the performance of that other processor's obligations.
4. The subject-matter of processing is the personal data provided by the Organizer to Elsevier under the Agreement. The duration of the processing is the duration of Elsevier's provision of the services to the Organizer under the Agreement. The nature and purpose of the processing is in connection with Elsevier's provision of the services to the Organizer under the Agreement. The types of personal data processed and categories of data subjects are described in the Agreement.
5. The Agreement including this DPA are the Organizer's complete and final documented instructions to Elsevier for the processing of personal data. Additional or alternate instructions must be agreed upon separately by the parties in writing. Elsevier will ensure

that its personnel engaged in the processing of personal data will process personal data only on documented instructions from the Organizer, unless required to do so by UK, Union, Member State or other applicable law.

6. On expiration or termination of the Agreement and conclusion of the services provided by Elsevier to the Organizer, Elsevier shall delete or return personal data in accordance with the terms and timelines set forth in the Agreement, unless UK, Union, Member State or other applicable law requires storage of the personal data.

#### D. Subprocessors

The Organizer consents to Elsevier engaging other processors for the processing of personal data in accordance with this DPA. Elsevier shall maintain a list of such processors at <http://www.elsevier.com/legal/subprocessors> which Elsevier may update from time to time. At least fourteen (14) days before authorising any new such processor to process personal data, Elsevier shall update the list on its website. The Organizer may object to the change without penalty by notifying Elsevier within fourteen (14) days after the website is updated and describing its reasons to object. Elsevier shall use reasonable endeavours to avoid processing of personal data by such new processor to which the Organizer reasonably objects.

#### E. Data Subject Rights

Elsevier shall, to the extent legally permitted, promptly notify the Organizer of any data subject requests Elsevier receives and reasonably cooperate with the Organizer to fulfil its obligations under the Data Protection Laws in relation to such requests. The Organizer shall be responsible for any reasonable costs arising from Elsevier providing assistance to the Organizer to fulfil such obligations.

#### F. Transfer

Elsevier shall ensure that, to the extent that any personal data originating from the UK, Switzerland or EEA is transferred by Elsevier to another processor in a country or territory outside the UK, Switzerland or EEA that has not received a binding adequacy decision by the European Commission or competent national data protection authority, such transfer shall be subject to an appropriate transfer mechanism that provides an adequate level of protection in accordance with the Data Protection Laws.

#### G. Security

1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the measures set out in Article 32 of the GDPR as appropriate.
2. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.



3. The parties shall take steps to ensure that any natural person acting under the authority of either party who has access to personal data does not process them except on instructions from the Organizer, unless he or she is required to do so by UK, Union or Member State law.

#### H. Personal Data Breach

Elsevier shall notify the Organizer without undue delay after becoming aware of a personal data breach and shall reasonably respond to the Organizer's requests for further information to assist the Organizer in fulfilling its obligations under Articles 33 and 34 of the GDPR.

#### I. Records of Processing Activities

Elsevier shall maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of personal data on behalf of the Organizer, make them available to the Organizer as required.

#### J. Audit

Audits shall be (i) subject to the execution of appropriate confidentiality undertakings; (ii) conducted no more than once per year, unless a demonstrated reasonable belief of non-compliance with the Agreement has been made, upon thirty (30) days written notice and having provided a plan for such review; and (iii) conducted at a mutually agreed upon time and in an agreed upon manner.

#### K. Conflict

If there is any conflict or inconsistency between the terms of this DPA and the rest of the Agreement, the terms of this DPA shall control to the extent required by law. Otherwise, the other parties of the Agreement shall control in the case of such conflict or inconsistency.

**List of activities**  
**MoU with Elsevier Limited**

**2020**

International conference on Advancements in Nanoelectronics  
and Communication Technologies (ICANCT-2020)  
(17-01-2020 to 18-01-2020)