

## Conference Proceedings Publishing Agreement

### PARTIES

(1) **THE INSTITUTION OF ENGINEERING AND TECHNOLOGY** whose registered office is at Michael Faraday House, Six Hills Way, Stevenage, Herts SG1 2AY, UK (hereinafter the "**Publisher**"; and

(2) FAUSTO PEDRO GARCIA MARQUEZ whose registered office is at Click here to enter text.ETSII CAMPUS UNIVERSITARIO S/N, 13071, CIUDAD REAL, UNIVERSITY OF CASTILLA-LA MANCHA

(hereinafter referred to as the "**Organiser**").

### RECITALS

(A) The Organiser is organising the Event entitled Second International Conference on Emerging Trends and Applications in Artificial Intelligence, September 25<sup>th</sup> – 26<sup>th</sup> 2024, for which writers of relevant original material ("Authors") will write papers, articles or similar content ("**Content**"). The Organiser wishes to submit the Content to the Publisher for processing and publication.

(B) The Publisher has agreed to process and publish the Content subject to the terms and conditions set out below.

### TERMS AND CONDITIONS

#### 1. The Organiser's Responsibilities

1.1 The Organiser shall:

- i. comply with the Publisher's quality and procedural requirements set out in **Schedule 2**;
- ii. select Content that in the Organiser's reasonable opinion meets the Acceptance Criteria (as defined in **Schedule 2**);
- iii. submit the Content to the Publisher in the manner and format agreed;
- iv. use its best endeavours to ensure that the Author (or their employer) is the sole owner of the copyright in connection with all Content provided to the Organiser and agrees to procure the assignment of all worldwide copyright and related rights, in perpetuity, in all Content accepted by the Publisher by use of the Assignment of Copyright Form provided at **Schedule 1**.

1.2 For the avoidance of doubt and notwithstanding clauses 1.1i and ii., it is within the sole discretion of Publisher to decide whether or not the Content meets the Acceptance Criteria. Should some but not all the Content meet the Acceptance Criteria, the Publisher shall publish only the Content it accepts accordingly.

#### 2. The Publisher's Responsibilities

2.1 The Publisher shall:

- i. perform pre-publication checks on suitability, relevance and technical soundness of the research presented in the Content;
- ii. check for compliance with the Publisher's ethical publication guidelines and conference guidelines;

- iii. publish accepted Content and host it on the Publisher's online platform;
- iv. apply Content metadata;
- v. apply Digital Object Identifiers; and
- vi. index Content on Inspec.

2.2 Subject to Clause 2.3, the Publisher shall submit published Content for publication on iXplore and indexing in Ei Compendex.

2.3 For the avoidance of doubt, the Publisher shall not be obliged to apply for inclusion of the Content in publications of third-party publishers nor can it guarantee the success of any such applications.

### 3. **Term of this Agreement**

This Agreement shall become effective upon both Parties' signing it and will remain valid until the Responsibilities in Clauses 1 and 2 have been completed unless the Agreement is terminated earlier in accordance with Clause 4 below.

### 4. **Termination**

In the event that, in the Publisher's reasonable opinion, most or all of the Content does not meet the Acceptance Criteria, this Agreement shall be considered immediately terminated and all obligations hereunder shall be deemed null and void. Notwithstanding the above, either Party may terminate this Agreement by giving 60 days' notice prior to submission of the Content to the Publisher.

### 5. **General Provisions**

5.1 This Agreement will be governed and construed in accordance with the laws of the United Kingdom.



5.2 This Agreement sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement. Any changes to this Agreement shall only be valid if made in writing and signed by both Parties.

5.3 If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and effect of the invalid provision and be valid, legal and enforceable.

5.4 Failure of either Party at any time to require performance of any provisions of this Agreement shall not affect the right to require full performance of the Agreement terms at any time thereafter, and the waiver by any Party of a breach of such provision shall not be taken or held to be a waiver of any subsequent breach or nullification of the effectiveness of such provision.

5.5 The Parties' rights and obligations that by their sense and context are intended to survive any termination or expiration of this Agreement shall so survive. In any event, the provisions relating to copyright assignment, limitation of Organiser liability and dispute resolution shall survive the termination / expiration of this Agreement.

<b>For and on behalf of the Publisher</b>		<b>For and on behalf of the Organiser</b>		
<b>Name</b>	Kruna Vukmirovic	<b>Name</b>	Fausto Pedro García Márquez	

For and on behalf of the Publisher		For and on behalf of the Organiser	
<b>Role</b>	Publisher - Journals	<b>Role</b>	Organisers
<b>Signature</b>		<b>Signature</b>	
<b>Date</b>	18 <sup>th</sup> April 2024	<b>Date</b>	3 <sup>rd</sup> May 2024

### Schedule 1: Assignment of Copyright Form

#### Definitions

Assignment date	The date on which this form is signed by the Contributor.
Consideration	The Publisher will consider the Content for publication and presentation as part of the Conference and will, in its sole discretion, include the Content in the Conference. The Publisher will comply with its obligations in this Agreement.
Content	The conference paper submitted as part of the present submission process, titled:
The Contributor	The lead author whose name appears at the end of the present form.
The Conference	The conference at which the Contributor proposes to present the Content, titled: 2nd International Conference on Emerging Trends and Applications in Artificial Intelligence
The Publisher	The Institution of Engineering and Technology, a charity registered in England and Wales (registered number 211014) whose registered office is at Savoy Place, 2 Savoy Place, London WC2R 0BL and whose office for notices relating to this Agreement is Michael Faraday House, Six Hills Way, Stevenage, Hertfordshire, SG1 2AY.
Permitted Uses	<ul style="list-style-type: none"> <li>a) in articles which the Contributor submits to learned or professional journals;</li> <li>b) for publication in books;</li> <li>c) use in papers which the Contributor presents at professional conferences, including presentation at the Conference;</li> <li>d) use in connection with training given by the Contributor;</li> <li>e) inclusion in any dissertation prepared by the Contributor;</li> <li>f) as specified in the version of the Publisher's pre-print and post-print policy applicable at the date of this Agreement.</li> </ul>

- 1) This Agreement concerns the Content which the Contributor shall prepare alone or in conjunction with other contributors and which the Publisher intends (but is not obliged) to first publish for presentation at the Conference.
- 2) By signing this Agreement and in recognition of the Consideration, the Contributor hereby assigns to the Publisher with full title guarantee, free of all third party rights of any kind, all right, title and interest in and to the Content including all copyright in the same, throughout the world, for the full term of such rights, including all extensions and renewals. If all or any part of the Content is not yet in existence, this assignment shall be effective immediately on the Content coming into existence. The Contributor will at the Publisher's reasonable

expense, promptly do all acts and execute all documents which the Publisher considers are necessary or desirable to give full effect to the above assignment.

- 3) The Contributor irrevocably agrees that the Publisher shall have the right to use the Contributor's name in connection with the Content and the Conference and any other editions, versions or publications of either of them. In relation to any use of all or a substantial part of the Content, if consistent with the Publisher's then usual practices for acknowledgements of this kind, the Publisher shall credit the Contributor as a contributor by including the Contributor's name in the Publisher's usual manner.
- 4) The Contributor may use the Content in accordance with the Permitted Uses as long as the Contributor obtains the Publisher's prior written consent and acknowledges the Conference and the Publisher when doing so. The Publisher shall not unreasonably withhold or delay the Publisher's consent.
- 5) The Publisher shall have entire control over all matters in relation to the publication and presentation of the Content and, for the avoidance of doubt, the Contributor agrees that the Publisher may edit, or arrange for the editing of, the Content, including to ensure that it conforms to the overall style of the Conference.
- 6) The Contributor warrants, represents and undertakes to the Publisher that:
  - a) the Contributor is the sole legal and beneficial owner of copyright and all other right, title and interest in and to the Content (or will be once the Content is in existence), except for rights in respect of which the Contributor has obtained permissions;
  - b) the Contributor is entitled to enter into and perform this Agreement and to enter into the assignment set out in Clause 2;
  - c) the Content is the Contributor's original work (or will be once the Content is in existence) and has not been published (and will not have been published before first publication by the Publisher) anywhere in the world in any form;
  - d) the Contributor has not entered into and will not enter into any arrangement which would or purports to assign or grant to any person any rights which conflict with those assigned to the Publisher;
  - e) the creation of the Content and its publication, presentation and exploitation did not and will not infringe or breach any other person's intellectual property (including copyright and trade marks) and/or other rights;
  - f) the Content does not and will not contain anything libellous and/or which is in any other way unlawful;
  - g) all statements in the Content which are presented as facts are true;
  - h) the Content does not and will not contain any erroneous or negligently prepared or presented material, including any information which, if a person were to act on it, could cause physical injury or any kind of damage or loss to that person or anyone else; and
  - i) the Content has not been and is not the subject of any complaint, claim or legal action (whether or not this might amount to a breach of any of the above warranties and whether or not well-founded or resolved).
- 7) The Contributor shall indemnify and keep indemnified the Publisher for themselves and as agent for licensees, printers, distributors, retailers and associated companies, immediately

on demand against all losses (whether direct or indirect), demands, claims, actions, proceedings, damages, payments, awards, fines, orders, costs, expenses (including legal fees and expenses) and other liabilities, suffered or incurred from time to time in respect of any breach of any of the warranties in Clause 6 and any claim which, if true, would amount to such a breach. This obligation to indemnify shall include the costs of all copies of the Content and any associated product which are withdrawn from sale as a result of a claim and any costs of revisions to the Content and any associated product.

- 8) The Publisher may assign all or any of the Publisher's rights and transfer all or any of the Publisher's obligations under this Agreement to any person without any requirement to notify or obtain the further consent of the Contributor. Following any permitted assignment and/or transfer under this Clause 8, any reference in this Agreement to the Publisher shall, where the context allows, include the assignee and/or transferee.
- 9) This Agreement shall be governed by and construed in accordance with English law. Each party irrevocably submits to the exclusive jurisdiction of the English courts to settle any dispute or question relating to this Agreement.
- 10) This Agreement and any separate document which may be referred to in it, together represent the entire agreement between the parties in relation to its subject matter and supersede any and all previous agreements and/or statements whether written or oral, between or by the parties in relation to that subject matter.
- 11) No amendment or variation of the terms of this Agreement shall be effective unless it is made or confirmed in a written document signed by both the parties.

By signing this Agreement, you agree to be bound by its terms.

Signed by (Name):

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Signature of Contributor

.....

Date