

## TERMS AND CONDITIONS AND SUBMISSION GUIDELINES

FITTO Patient Management Private Limited (**FITTO**) is organizing a conference titled '**International Conference on Clinical Innovation**' to be held at **Bengaluru on Dec 2nd & 3rd, 2022** on the theme of **Clinical Innovation** (the **Conference**). The Conference is jointly hosted by **FITTO Patient Management Pvt Ltd** and **PES University**. For the Conference, FITTO has invited papers and presentations from interested individuals across industry and academia (the **Contributor**).

The Contributor has expressed his / her intention to submit original works / ideas in the form of a paper / presentation / abstract, for the purposes of the Conference, and FITTO has agreed to accept the same for the purposes of selection, and if selected in the sole discretion of FITTO, presentation and publication at the Conference, on the terms and conditions set out herein.

**NOW THEREFORE**, the Parties in consideration of the mutual agreements, covenants and other premises set forth herein, intending to be legally bound by the terms thereof, hereby agree as follows:

### 1. INTERPRETATION

In this Agreement (defined below), unless otherwise specified:

- (a) Reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted or consolidated from time to time and all statutory instruments or orders (including delegated legislation whether by way of rules, notifications, bye-laws, guidelines, as amended, extended or re-enacted or consolidated from time to time);
- (b) Words elsewhere defined/explained in this Agreement shall have the meaning so ascribed;
- (c) Words denoting the singular shall include the plural and vice versa;
- (d) Words denoting any gender include all genders; and
- (e) The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.
- (f) FITTO and the Contributor are collectively referred to as the **Parties** and individually as the **Party**.

### 2. NATURE AND APPLICABILITY OF THE TERMS

2.1 This Agreement constitutes a legally binding agreement between the Contributor and FITTO in connection with the Contributor's submission to FITTO of original ideas, works, abstracts, papers, presentations, manuscripts, supporting material and documents (**Submission**) for purposes of the Conference.

2.2 This Agreement sets out the terms and conditions under which the Contributors can make Submissions to FITTO and describes the manner in which FITTO shall treat the

Contributor's Submissions. If any Contributor has any questions about any part of the Agreement, the User may contact FITTO at – support@fitto-at.com

- 2.3 This Agreement is applicable to all persons contributing any Submission for the Conference, and by contributing any Submission, each person doing so irrevocably accepts all the terms and conditions stipulated herein, agrees to fully abide by them.
- 2.4 Each Contributor agrees and acknowledges that he has separately been sent this Agreement by way of email, and that he has duly read all the terms and conditions set out herein, and consented thereto.
- 2.5 This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to the Contributor, or any representations that may have been made, whether on the website of FITTO, or any third-party website, or any promotional material in relation to the Conference. By contributing his submission, the Contributor signifies his agreement and acceptance to this Agreement.
- 2.6 This Agreement is in addition to guidelines relating to the form, size, length, appearance, formatting, content, theme, etc., relating to the Submissions that FITTO may publish on its website as well as the website for the Conference, which the Contributor agrees to adhere to.
- 2.7 The Contributor agrees and acknowledges that FITTO is, through the Conference, and subsequent publication, providing the Contributor with a wide platform to showcase his work in front of an audience of reputed industry professionals and academics, and in consideration for this opportunity, the sufficiency of which the Contributor duly acknowledges, the Contributor is granting FITTO the rights set out under this Agreement.

### **3. TERMS APPLICABLE TO SUBMISSIONS**

- 3.1 FITTO shall, at its sole discretion, be entitled to select a Submission for presentation at the Conference or publication at a subsequent stage in any publication brought out by or on behalf of FITTO. Mere tendering of a Submission by a Contributor for selection shall not entitle the Contributor to present the Submission at the Conference, or provide any right whatsoever to the Contributor to have the Submission published by FITTO.
- 3.2 Submissions not in conformity with the terms of this Agreement shall be rejected by FITTO or its appointed reviewers. FITTO reserves the right to send the submissions back to the Contributor for any modification(s) at any stage, in the event of non-conformity with any of the terms of this Agreement, or submission guidelines published elsewhere. Compliance with the aforesaid terms and guidelines shall be a condition precedent to publication or selection for presentation at the Conference.
- 3.3 FITTO may, in its discretion, waive any of the terms set out herein, or any of the guidelines published in respect of the Submissions and the Conference. The Contributor agrees to adhere to the amended guidelines as may be applicable. In case of any dispute or ambiguity, the decision of FITTO shall be final and binding.

3.4 The Contributor agrees that its Submissions cannot be modified or corrected after it is submitted to FITTO, and the Contributor agrees to the publication in the manner that it is submitted, unless changes or modifications are requested by FITTO in its discretion.

### 3.5 **Plagiarism and Copyright Infringement**

The Parties agree as follows:

- (a) FITTO takes issues of copyright infringement, plagiarism or other breaches of best practices in publication very seriously, and the Contributor agrees and acknowledges that each Submission shall be an entirely and wholly original work which does not, in any manner, infringe any other person's copyright, author rights, moral rights, or constitute plagiarism in any form.
- (b) The Contributor agrees that FITTO shall be entitled to investigate claims of plagiarism or misuse of the Submissions, whether in whole or part.
- (c) The Contributor warrants and represents that no part of the Submission, nor the presentation / publication of any part of the Submission, on the internet or otherwise, infringes any third party rights, including but not limited to privacy rights and/or intellectual property rights.
- (d) The Contributor agrees and confirms that by entering into this Agreement or performing any of the obligations in relation hereto, he will not be in breach of any court order, or any express or implied terms of any contract or policy, or any other obligation binding on him.
- (e) FITTO shall be entitled to subject each of the Submissions to duplication-checking software, the results of which shall be binding on the Contributor. Even otherwise, FITTO may reject a Submission on grounds of suspicion of plagiarism or infringement, in its sole discretion.
- (f) Pursuant to publication or presentation, should FITTO discover that any Submission is contrary to this Clause 3, or is found to have plagiarised other work or included third-party copyright material without permission or with insufficient acknowledgement, or where the authorship of the Submission is contested, FITTO reserves the right to take action including, but not limited to: (i) publishing an erratum or corrigendum (correction); (ii) retracting the Submission from publication; (iii) taking up the matter with the Contributor's institution(s) and/or relevant academic bodies or societies; or (iv) taking appropriate legal action, including suing for damage and loss caused, including reputational loss.

### 3.6 **Multiple Submissions**

- (a) The Contributor agrees not to submit the same Submission, whether in whole or in part, to another journal / conference / institution / publication, after acceptance by FITTO in respect of the Conference.
- (b) The Contributor represents that his Submission does not overlap with any submission, whether substantially or otherwise, with any paper / manuscript /

abstract / presentation that has previously been accepted or published by any journal, conference, organization, or publication.

- (c) Should FITTO find that the Contributor's Submission overlaps, whether substantially or otherwise, with a paper already published / presented, without clear, visible reference to the previous publication, the Submission shall stand rejected without the Contributor's explanation or approval.

### 3.7 **Permissions**

The Contributor shall be solely responsible for obtaining permission from copyright holders / authors for reproducing any illustrations, tables, figures or lengthy quotations previously published elsewhere. Any part of a Submission produced without requisite permission / attribution shall be liable to be rejected.

### 3.8 **Grant of Rights to FITTO**

- (a) The Contributor agrees that he retains copyright in the Submission, but grants FITTO the exclusive license to reproduce, publish, translate, distribute, display, and in any manner commercially exploit the Submission as well as the ideas and innovations contained therein, which license shall be royalty-free, perpetual, irrevocable, and worldwide.
- (b) Should the Contributor wish to commercially exploit the Submission and/or any of the ideas and innovations contained therein, the Contributor agrees to first offer to FITTO, the option of commercially exploiting the same in the manner envisaged by the Contributor, on reasonable *inter se* terms to be decided by FITTO. The Contributor shall be entitled to separately, or jointly with a third party, commercially exploit the aforesaid, only in the event that FITTO refuses the offer in accordance with this clause.

### 3.9 **Attending the conference**

- (a) If the Contributor is interested in attending the conference, either online or offline, either as a presenter or a visitor/viewer, will have to pay a fee. This fee is not applicable for special invitees.
- (b) The fee may be different depending on the mode of attendance and if the submission of the Contributor (if submitted) was selected for presentation and also on the date of registering for attending the conference (early bird registration or not).
- (c) For the presenting Contributors, there will be a discount on the fee and the discount amount is dependent on whether the presentation is an oral presentation or a poster presentation.
- (d) However, when the fee amount is being paid, the Contributor will have to pay the regular amount. The discount/difference amount will be refunded to the respective presenting Contributor within 10 working days after presenting in the conference.

#### **4. RELATIONSHIP**

FITTO and the Contributor acknowledge and agree that the relationship created by this Agreement is neither that of employer and employee, nor principal and agent and under no circumstances is the Contributor to be considered the employee or agent of FITTO.

#### **5. LIMITATION OF LIABILITY AND INDEMNITY**

- 5.1 The Contributor agrees and acknowledges that FITTO is merely providing a platform on which he can showcase the Submission and the ideas contained therein. The Contributor agrees and acknowledges that FITTO shall not be liable for any negligence, commission, or omission by the Contributor, in respect of the Submission.
- 5.2 The Contributor agrees to indemnify and keep indemnified FITTO, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which FITTO may suffer or incur or which may be made against FITTO as a result of a breach of any of the provisions set out in this Agreement.

#### **6. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

#### **7. GOVERNING LAW, JURISDICTION AND SETTLEMENT OF DISPUTES**

This Agreement shall be governed by the laws of India. The courts at **Bengaluru** shall have the exclusive jurisdiction over all disputes or claims between the Contributor and FITTO under this Agreement.