



# CAMBRIDGE UNIVERSITY PRESS

University Printing House  
Shaftesbury Road  
Cambridge CB2 8BS, UK

[www.cambridge.org](http://www.cambridge.org)

Telephone +44 (0)1223 312393  
Fax +44 (0)1223 315052  
Email [information@cambridge.org](mailto:information@cambridge.org)

Dear Customer,

I can confirm our bank details are as follows:

Bank Name: JP Morgan Chase  
Bank Address: 4 New York Plaza, Floor 15, New York, NY 10004  
Account Name: Cambridge University Press  
Account Currency: USD  
BANK ID/ABA: 02100002  
Account Number: 6700074097  
SWIFT: CHASUS33  
Email: [cashier@cambridge.org](mailto:cashier@cambridge.org)

Yours sincerely

M. Whitehouse  
Deputy CFO



## Contract form for supply of products to academic institutions


The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press having its principal office at University Printing House, Shaftesbury Road, Cambridge, CB2 8BS, United Kingdom ("Licensor") agrees to supply the Licensee named below certain online products on the terms set out in this contract form and the current "Licence Terms for Institutions", as attached.

Licensee		
Institution/organisation	Contact	
Name	Tezpur University	Dr. Mukesh Saikia, University Librarian
Address	Tezpur University, Tezpur - 784028	Tezpur University, Tezpur - 784028
Telephone	+91 26732203230	+91 26732203230
Email	mukesh@tezu.ernet.in	mukesh@tezu.ernet.in

### Subscription Products

	Package Name	Access	Price (USD)
1	Cambridge eBooks Bespoke Collection (19 Titles)	Perpetual	4,456

The Licensee confirms that it has read and agrees to the terms set out in this Contract Form and the attached "Licence Terms for Institutions".

Signed for and on behalf of		
	Licensor	Licensee
Signature		
Print Name	Mr. Chris Bennett	Dr. Mukesh Saikia, University Librarian
Date		15/10/2020

# LICENCE TERMS FOR INSTITUTIONS



CAMBRIDGE  
UNIVERSITY PRESS

## 1 DEFINITIONS

In this Agreement the following words shall have the following meanings:

**Agreement:** the Contract Form and these Licence Terms;

**Annual Access Fee:** the annual fee for providing Online Access to the Products; the fee at the time of contracting is set out in the Contract Form but may be subject to an annual increase, as notified to Licensee;

**Authorised User:** (i) any current student or member of staff of Licensee who is authorised by Licensee to access the Secure Network; and/or (ii) any individual granted temporary permission by Licensee to access the Secure Network whilst on Licensee's premises;

**Commercial Use:** for the purposes of direct or indirect financial gain (whether by or for Licensee, an Authorised User, or any other person or entity) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Products. For the avoidance of doubt, Commercial Use shall not include use by Licensee or by an Authorised User of the Products in the course of research funded by a commercial organisation or recovery of administrative charges by Licensee from Authorised Users;

**Contract Form:** the form setting out the Products that Licensee wishes to either purchase or subscribe to, together with the relevant fees and, in relation to Subscription Products, the Subscription Period;

**Fees:** as applicable, the Subscription Fees, the Purchase Fees and the Annual Access Fee;

**Licensee:** the institution or organisation detailed in the Contract Form;

**Licensor:** The Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press of University Printing House, Shaftesbury Road, Cambridge CB2 8BS, UK;

**Online Access:** access to the Products on the Server;

**Products:** as applicable, Purchased Products and Subscription Products;

**Purchase Fees:** the fees set out in the Contract Form for the supply of Purchased Products;

**Purchased Products:** products which Licensee has purchased on a 'perpetual access' basis (i.e. the Licensee pays a one-time licence fee for the right to permanent access to the applicable products, although other charges may also apply);

**Secure Authentication:** Athens or Shibboleth (SAML) technology-based authentication, IP ranges, username and password, or such other authentication process agreed between Licensee and Licensor from time to time, and which is consistent with current best practice;

**Secure Network:** a network (whether a standalone network or a virtual network within the internet) which is only accessible to Authorised Users whose identities are authenticated by Licensee at the time of login (and periodically thereafter in line with best practice) by Secure Authentication;

**Server:** either Licensor's server or a third-party server designated by Licensor on which Products are mounted and via which they may be accessed;

**Subscription Fees:** the fees set out in the Contract Form for the supply of Subscription Products during the Subscription Period;

**Subscription Period:** the period commencing on the date set out in the Contract Form and during which Licensee and the Authorised Users may access the Subscription Products;

**Subscription Products:** products to which Licensee has subscribed for an agreed period;

**TDM:** Text and data mining; and

**Terms of Use:** the permitted uses and restrictions of use of the Products as set out in clauses 3 and 4.

## 2 LICENCE

21 Subject to payment of the Purchase Fees and, if applicable, the Annual Access Fee, Licensor grants Licensee a non-exclusive and non-transferable right to use and access the Purchased Products in accordance with the terms of this Agreement. Where Licensor is no longer able to provide Online Access on a permanent basis, it shall provide a copy of the Purchased Products in pdf format (or such other electronic format as Licensor in its sole discretion determines) and Licensee agrees and acknowledges that the use of any such electronic copy shall always be subject to the terms of this Agreement.

22 Subject to the payment of the Subscription Fees, Licensor grants Licensee a non-exclusive and non-transferable right to use and access the Subscription Products in accordance with the terms of this Agreement.

23 Subject to clause 2.4, any journal volume to which Licensee has paid to have Online Access for the Subscription Period shall continue to be accessible to Licensee via Online Access after that Subscription Period has expired, provided that this Agreement is not terminated by the Licensor under clause 10.2. This continuing access shall not apply to any content provided free of charge as an additional benefit to online subscribers. Licensee must pay an Annual Access Fee for continuing Online Access. The terms of this Agreement shall continue to apply to any journal volume to which access is granted after its Subscription Period has expired.

24 Licensee accepts and acknowledges that, whilst Licensor cannot guarantee continued access, in the event a journal volume is transferred to another publisher, Licensor shall use commercially reasonable endeavours to negotiate such continued access rights with the new publisher.

## 3 PERMITTED USES

### General

31 Subject to the restrictions in clause 4.1, and solely for the purposes of research, teaching at Licensee's premises and private study Licensee may allow the

3.1.1 incorporate links to the Products in electronic course packs or management systems.

32 Nothing in this Agreement shall in any way exclude, modify or affect any of Licensee's statutory rights under applicable copyright law.

### Text and data mining

33 Authorised Users may download, extract, store and index the Products for the purposes of TDM and may mount, load, integrate and analyse the results of TDM on their personal devices or Secure Network. Any copies of the Products accessed or reproduced by an Authorised User for the purposes of TDM must be deleted once the analysis of the results of the TDM is complete.

34 Authorised Users may use the results of their TDM in their research and make the results of their TDM publicly available, provided that no Product or part of a Product is reproduced within such research, other than as expressly permitted by applicable law.

35 For any questions relating to TDM please contact [openresearch@cambridge.org](mailto:openresearch@cambridge.org).

## 4 RESTRICTIONS

41 Except in the course of exercising rights specifically granted in this Agreement or permitted under any applicable Creative Commons licence, neither Licensee nor any Authorised User may:

4.1.1 remove or alter Licensor's copyright notice or other means of identification or disclaimers as they appear on a Product;

4.1.2 systematically make printed or electronic copies of any of the Products;

4.1.3 permit access to the Products to anyone who is not an Authorised User;

4.1.4 display or distribute any part of a Product on any electronic network, (including without limitation the internet and the world wide web) other than the Secure Network;

4.1.5 use all or any part of a Product for Commercial Use;

4.1.6 modify, adapt or alter a Product or make available a Product in any other form or medium or create derivative works from a Product without the prior written permission of Licensor;

4.1.7 create a database in electronic or structured manual form by downloading and storing any content from the Products;

4.1.8 attempt to interfere with the proper workings of any online provision of the Products including attempting to circumvent security, tamper with, hack into or otherwise disrupt or compromise the functionality or availability of the Server or other internet-connected device used as part of Licensor's IT system which enables access to the Products;

4.1.9 either individually or collectively download Product content at rate which exceeds 500 pdfs per hour;

4.1.10 use any automated retrieval devices (such as web robots, wanderers, crawlers, spiders of similar devices) save that this is not intended to prevent Licensee from using a federated search engine or discoverability service as part of its library information services; nor

4.1.11 otherwise download, store, reproduce, transmit, display, print, copy, distribute, extract, exploit or use the Products.

42 The Licensee is not permitted to supply the whole or part of any Product to another institution or library without the Licensor's prior written consent, except to the extent expressly permitted by applicable law.

43 Licensor reserves the right to withdraw access to the Products in the event of a download rate in excess of the limit in clause 4.1.9. The withdrawal of access in such circumstances is generated by an automatic abuse detection process. Upon activation of the process, e-mails including details of the actual download rate detected will be sent to Licensor's administrator, following which Licensor may contact Licensee's administrator to request an investigation. Licensor shall only restore access once the issue has been resolved to its satisfaction.

## 5 LICENSEE'S RESPONSIBILITIES

5.1 Licensee shall provide Licensor on request with all identifying information, including IP address ranges, relating to Licensee and its Secure Network necessary to enable Licensor to set up and activate Online Access. Online Access is conditional upon Licensee supplying this information to Licensor, and to Licensee promptly notifying Licensor of any changes to this information.

5.2 Licensee warrants and represents that the range of IP addresses provided further to clause 5.1 are only assigned to devices within its Secure Network.

5.3 Licensee shall:

5.3.1 ensure Online Access is only granted to Authorised Users via the Secure Network and that access granted to such users ceases on them ceasing to be an Authorised User;

5.3.2 take all reasonable measures to monitor the use of the Products and shall make Authorised Users aware of the Terms of Use;

5.3.3 ensure that all Authorised Users treat all logins, passwords or other Authorised User identification required for Online Access as confidential and do not disclose them to any other person;

5.3.4 ensure that all Authorised Users only use the Products in compliance with the terms of this Agreement; and

5.3.5 promptly notify Licensor on becoming aware of any unauthorised possession or use or other breach of this Agreement and take appropriate action (including disciplinary action) to ensure that such activity ceases and to prevent any recurrence.

5.4 Licensee is responsible for obtaining at its own cost all internet connections, equipment and software necessary to access the Products via the Secure Network. Furthermore, whilst Licensor will use commercially reasonable endeavours to guard against viruses, it does not guarantee or warrant that any Products or Online Access will be free from infections, viruses and/or other code that has contaminating or destructive properties and Licensee is

7. **Notices**

Notices shall be given in writing and shall be effective when either served by personal delivery upon receipt via India mail, return receipt requested postage prepaid, or by national overnight delivery service or by facsimile with receipt of confirmation, to the address set out in Exhibit A for Licensee and to the following for Eduport:

Eduport Global Pvt. Ltd.  
(An Digital Initiative by CBS Publishers & Distributors Pvt. Ltd.)  
First Floor, 204, F.I.E. Patparganj Industrial Area  
New Delhi- 110092  
Attn: Avinash Choubey  
Email: [avinash@cbspd.com](mailto:avinash@cbspd.com)

8. **General.**

a. The fee payable for the Purchased Materials shall be including of any sales, use, value added, withholding or similar tax and Licensee is responsible for all such taxes relating to the license under this Agreement.

b. This Agreement constitutes the entire agreement between Licensee and Eduport relating to the applicable Purchased Materials subscribed to herein and supersedes any and all other agreements, oral or in writing, with respect to such materials. This Agreement may be modified only by a written instrument signed by both parties. The failure of Eduport to insist upon strict compliance with any term of this Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. Licensee may not assign any rights or obligations of this Agreement without Eduport's prior written consent, and any assignment without Eduport's prior written consent, including any assignment by operation of law, shall be null and void. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Licensee agrees to keep the financial terms of this Agreement confidential.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

**Eduport Global Pvt. Ltd.**

**Licensee:**

Name: Avinash Choubey

Name (Print): Dr. Muresh Saikia

Title: General Manager

Title: Librarian


Date: 09-10-2020

Date: 12.10.2020

Signature  
For Eduport Global Pvt. Ltd.

  
Authorized Signatory

Name of the Signatory  
Designation / Status

  
12/10/20  
(Dr. M. Saikia)  
Librarian  
Tezpur University

**EXHIBIT A**  
**to Institutional License Agreement**

**Purchased MATERIALS, TERM, USER NUMBERS AND PRICING**

The following are the Purchased Materials, Subscription/Purchased Term, number of Authorized Users, Fees for the Purchased Materials purchased to by Licensee under the Agreement and the Licensee contact information.

**1. Purchased Materials**

The Purchased Materials and fees/Price are as follows:

**Purchased Materials:**

**CBS e-Textbook 20**  
**(eBooks Engineering )**

**Initial Term Fee**

**INR 99,498.00**  
**(including 5% GST)**

**2. Subscription/Purchased Term**

The Subscription/Perpetual Access Term for the Purchased Materials shall be for an initial term of one (1) year in case of subscription

The permanent access (Perpetual Access rights) in case of perpetual rights.

**3. Subscription Fee/ Price:**

The fee(s)/Price for the Subscription/Perpetual Access Term set out in herein cover only the number of Authorized Users and the accessing sites specified in Section 4 below. The payment terms shall be as set out in the Eduport Invoice:

**4. Number of Authorized Users, Accessing Sites and Access Validation Method(s):**

Number of concurrent Authorized Users: **Unlimited**

**Address(es) of accessing sites:**

<http://www.tezu.ernet.in/>

**List of IP addresses:**

014.139.219.241 - 014.139.219.254  
202.141.075.161 - 202.141.075.174

**5. Licensee Contact:** Pursuant to Section 7 of the Agreement, the address where notices to Licensee shall be sent is the following, which may be revised on written prior notice to Eduport:

Name: **Tezpur University**  
Address: Napaam, Tezpur, Napaam, Tezpur,  
Email: [mukesh@tezu.ernet.in](mailto:mukesh@tezu.ernet.in)

7. **Notices**

Notices shall be given in writing and shall be effective when either served by personal delivery upon receipt via India mail, return receipt requested postage prepaid, or by national overnight delivery service or by facsimile with receipt of confirmation, to the address set out in Exhibit A for Licensee and to the following for Eduport:

Eduport Global Pvt. Ltd.  
(An Digital Initiative by CBS Publishers & Distributors Pvt. Ltd.)  
First Floor, 204, F.I.E. Patparganj Industrial Area  
New Delhi- 110092  
Attn: Avinash Choubey  
Email: [avinash@cbspd.com](mailto:avinash@cbspd.com)

8. **General.**

a. The fee payable for the Purchased Materials shall be including of any sales, use, value added, withholding or similar tax and Licensee is responsible for all such taxes relating to the license under this Agreement.

b. This Agreement constitutes the entire agreement between Licensee and Eduport relating to the applicable Purchased Materials subscribed to herein and supersedes any and all other agreements, oral or in writing, with respect to such materials. This Agreement may be modified only by a written instrument signed by both parties. The failure of Eduport to insist upon strict compliance with any term of this Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. Licensee may not assign any rights or obligations of this Agreement without Eduport's prior written consent, and any assignment without Eduport's prior written consent, including any assignment by operation of law, shall be null and void. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Licensee agrees to keep the financial terms of this Agreement confidential.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Eduport Global Pvt. Ltd.

Licensee:

Name: Avinash Choubey

Name (Print): Dr. Mukesh Malik

Title: General Manager

Title: Director

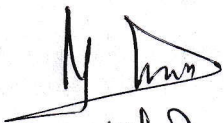
Date: 09-10-2020

Date: 12.10.20

Signature  
For Eduport Global Pvt. Ltd.

  
Authorized Signatory

Name of the Signatory  
Designation / Status

  
12/10/20



**EMERALD PUBLISHING LIMITED  
SINGLE INSTITUTION SALES AGREEMENT**

**COMMERCIAL TERMS**

**CUSTOMER DETAILS**

<b>Name:</b>	Tezpur University	
<b>Territory:</b>	India	
<b>Address:</b>	Central Library Tezpur University Napam TEZPUR Assam 784028 India	
<b>Library address(es):</b>	As above	
<b>Customer contact details:</b>	<b>Contact name:</b>	Dr. Mukesh Saikia
	<b>Contact email address:</b>	mukesh@tezu.ernet.in
	<b>Contact telephone number:</b>	+91 9435563017

**PRODUCT DETAILS**

TRANSACTIONAL E-BOOKS		
Product Name	Access in Perpetuity	Fee
Emerald eBook Select 50	Yes	GBP £4,950.00

Emerald eBook Select comprises the titles selected by the Customer.

For a full list of Emerald’s eBook content see Product Lists at [Books](#). Product Lists are reviewed and altered on an annual basis and any date ranges provided are maxims.

Unless otherwise agreed, fees are due within 28 days of invoice.

**SPECIAL CONDITIONS**

The definition of Licensed Materials in the General Terms and Conditions shall be updated to “the content comprised in the Product as detailed in the Commercial Terms”.


The Parties agree that clause 2.7 of the attached General Terms and Conditions does not apply.



### EMERALD AUTHORISATION

<b>Emerald authorisation:</b>	Liam Devaney Customer Contracts Executive 08 October 2020 <div data-bbox="1114 421 1300 510" style="float: right; border: 1px solid black; border-radius: 10px; padding: 2px;">DocuSigned by: <i>Liam Devaney</i> 556DAA51B917453</div>
For and on behalf of Emerald Publishing Limited, of Howard House, Wagon Lane, Bingley, BD16 1WA ("the Publisher").	

### CUSTOMER AUTHORISATION

On behalf of Tezpur University ("the Licensee"), I accept these Commercial Terms, together with the attached General Terms and Conditions and any Schedules.	
	Dr. Mukesh Saikia Librarian, Tezpur University Assam

**SUBSCRIPTION AND PERPETUAL ACCESS AGREEMENT**

**Explanatory note for Customer**

*(This note does not form part of the legally binding agreement)*

*The following is a single framework agreement to cover purchase models for access to the OUP journals and online products that are offered under this agreement.*

*With the benefit of this framework agreement, you may efficiently make further purchases of our journals and online products which purchases will automatically be governed by the terms of this agreement, without having to renew the agreement annually and without the need to maintain in a Schedule to the agreement a regularly updated list of publications with their start and end dates (although we can do this if it is important to you).*

*To enable this flexibility, the agreement contains terms that address the various available purchase models (i.e. journals subscriptions, online product subscriptions and perpetual access publications). Certain clauses may not be relevant to the particular purchases you make under this agreement. The applicability of such clauses will be noted in the clause itself, and Clause 1.5 of the Terms and Conditions also makes clear that the terms in each Annex (which, respectively, deal with particular purchase models) apply only in relation to the relevant purchase model if it is being purchased.*

*If you have any queries about the scope of the agreement, please contact [salesagreements@oup.com](mailto:salesagreements@oup.com).*

**COMMERCIAL TERMS**

- 1 PUBLISHER:** THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as OXFORD UNIVERSITY PRESS of Great Clarendon Street, Oxford OX2 6DP, United Kingdom.
- 2 CUSTOMER:** TEZPUR UNIVERSITY of Napaam, Tezpur, Assam 784028, India.
- 3 PUBLICATION(S):** The Journals and/or Online Products published online by the Publisher and (i) listed in (a) Schedule A to this Agreement; and/or (b) an invoice relating to this Agreement; and/or (ii) as otherwise notified to the Customer in writing.
- 4 SITE(S):** The geographical location(s) listed in Schedule B.
- 5 CHARGES:** The price set out in (a) the Publisher's or the Customer Agent's invoices; and/or (b) as otherwise notified to the Customer in writing, concerning (i) access to the Publications, (ii) Hosting Fees, if relevant, (iii) Update Fees, if relevant, and (iv) Renewal Fees, if relevant.
- 6 CUSTOMER AGENT:** N/A

THE PUBLISHER AND CUSTOMER EACH ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT, WHICH INCORPORATES THE ATTACHED ANNEXES AND SCHEDULES.


Signed by 

For and on behalf of the **Publisher**

**Name:** Lillie Keuning

**Position:** Licensing Manager

**Date:** 16/10/2020

Signed by 

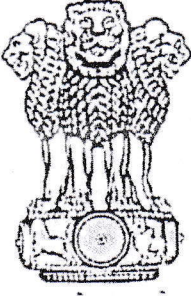
For and on behalf of the **Customer**

**Name:** Dr. Muresh Saikia

**Position:** Librarian

**Date:** 19/10/2020

E-Library



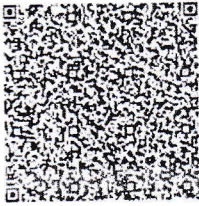
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL78077835801292S
Certificate Issued Date	: 10-Sep-2020 09:54 AM
Account Reference	: IMPACC (IV)/ dl729603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL72960363476064167472S
Purchased by	: PEARSON INDIA EDUCATION SERVICES PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PEARSON INDIA EDUCATION SERVICES PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: PEARSON INDIA EDUCATION SERVICES PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

#### E-LIBRARY SUBSCRIPTION AGREEMENT

THIS e-library subscription agreement ("Agreement") is made at Delhi on \_\_\_\_\_ day of \_\_\_\_\_ 2020 ("Execution Date");

BY AND BETWEEN:

Pearson India Education Services Pvt. Ltd (or "First Party"/"Pearson"), a company incorporated under the Companies Act, 1956 (CIN - U72200IN2005PIC057128), having its registered office at The HIVE, 3 rd Floor, No 44, Pillaiyar Koil Street, Jawaharlal Nehru Road, Anna Nagar, Chennai, Tamil Nadu 600040, India, India and an office at 15th Floor, Tower - B, World Trade Tower, Sector 16, Noida - 201301, India;

Signature of

Dr. M. Saikia  
Librarian  
Tezpur University

And

\_\_\_\_\_ , an Institute having GST No. \_\_\_\_\_ and having its registered office at \_\_\_\_\_, represented by its authorized signatory \_\_\_\_\_ (hereinafter referred to as "Second Party", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns), of the OTHER PART;

First Party and Second Party are hereinafter individually referred to as "Party" and jointly referred to as "Parties".

**WHEREAS:**

- A. First Party is engaged in the business of developing, exporting, importing, consulting, advising in all or any of the activities of information technology, computer solutions, and computer based education, educational aids and providing solutions with digital content and required hardware components for K12 and higher education markets;
- B. Second Party is engaged in imparting quality education in the field of engineering, science and technology,
- C. Second Party is willing to take nonexclusive and nontransferable right to use the Product by way of subscription (defined hereinbelow) of the First Party for the purposes of research, teaching and private study.
- D. Pursuant to discussions between the Parties in this regard, First Party, relying on the representations, covenants and assurances of the Second Party under this Agreement, has decided to grant the non-exclusive and non-transferable right to access the eBooks ("Product") to the Authorized Users as detailed in Annexure I via secure network, subject to the terms and conditions, which the Parties now wish to reduce into writing by executing this instant Agreement.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:**

**I. DEFINITIONS**

The terms listed below when used in this Agreement shall have the meanings attached to them. The terms listed below as used in this Agreement may be identified by the capitalization of the first letter of each principal word thereof.

- 1.1 **Authorized Users/End User** includes employees, faculty, staff, or students officially affiliated with the Second Party, and authorized on-site patrons of the Second Party's library facilities.
- 1.2 **Confidential Information** means and includes any information disclosed by Disclosing Party to the Receiving Party that is written, graphic, machine readable or in other tangible form irrespective of whether the same is marked "confidential", "proprietary" or in some other manner to indicate its confidential nature.

Confidential Information shall also include; (i) proprietary information and (ii) intellectual property provided by the Disclosing Party to the Receiving Party for performance of the obligations under this Agreement.

Notwithstanding the foregoing, the term Confidential Information does not include information that is:

- a) Known publicly at the time it was disclosed or becomes publicly known through no fault or action of the Receiving Party or any breach of any confidentiality obligation;

Page 2 of 14  
27/10/20  
Dr. M. Saikia  
Librarian  
Tezpur University  
Assam

*[Handwritten signature]*

- b) Known to the Receiving Party, without restriction, at the time of disclosure, provided the Receiving Party can demonstrate such prior knowledge with adequate evidence;
  - c) Independently developed by the Receiving Party without any use of the Confidential Information and by the employees or other agents of the Receiving Party who have not been exposed to the Confidential Information, provided that the Receiving Party can demonstrate such independent development with adequate evidence;
  - d) Becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party without breach by the Receiving Party or otherwise in violation of the Disclosing Party's rights;
  - e) Disclosed under operation of law, except that the Receiving Party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.
- 1.3 **Disclosing Party** means the meaning ascribed to the term in clause 14.1
- 1.4 **Due Date** means the meaning ascribed to the term in Clause 5.2
- 1.5 **Execution Date** means the date of execution of this Agreement.
- 1.6 **"Force Majeure"** means any event or circumstance or combination of events and circumstances that prevents performance by a Party of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control and not due to fault or negligence of a affected Party and could not have been prevented, avoided or overcome even if the affected Party had taken reasonable care and shall include, without limitation, acts of God, government or military expropriation, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, exclusions, earthquakes, floods, the elements, strikes, labour disputes, shortages of labour or transportation or any causes beyond the reasonable control of such party.
- 1.7 **Intellectual Property Rights** means (a) all rights under all patents and patent applications, copyright laws (or all rights accruing by virtue of copyright treaties and conventions), including, but not limited to, all renewals, extensions, reversions or restorations of copyrights now or hereafter provided by law and all rights to make applications for and obtain copyright registrations therefore and recordation's thereof; (b) all rights to and under new and useful inventions, discoveries, designs, technology and art and all other patentable subject matter, including, but not limited to, all improvements thereof and all know-how related thereto, and all applications for and the right to make applications for patents, all patents that issue there from and all reissues, extensions, renewals, divisional applications and continuations (including continuations-in-part) thereof; (c) all trade secrets; (d) all trademarks, service marks and Internet domain names and the like throughout the world; and (e) all other intellectual and industrial property and proprietary rights throughout the world not otherwise included in the foregoing, including, without limitation, all techniques, methodologies and concepts and trade dress.
- 1.8 **Product** means e-books, digital products, e-learning materials etc. published/owned by First Party and/or its parent/subsidiary company/ group companies.
- 1.9 **Receiving Party** means the meaning ascribed to the term in clause 14.1
- 1.10 **Representative** means accountants, counsel, consultant's, officers, and directors, employees, agents and other advisors and representatives or any other person, duly authorized by either of the Parties.
- 1.11 **Second Party Data** means all data, records, files, images, graphics, audio, video, photographs, reports, forms and other content and material, in any format, that are submitted, stored, posted, displayed, transmitted or otherwise used with the Product.

1/1/20

1.12 **Site** means any department or library on the campus of the Second Party. It being clarified that different campuses within the same city shall be considered as different site.

1.13 **Term** means the meaning ascribed to the term under clause 15.1 hereof.

## 2. SCOPE OF AGREEMENT:

First Party hereby agrees to grant to the Second Party a non-exclusive and non-transferable access and right to use the Product as listed in **Annexure I** via secure network for the purposes of research, teaching and private study. Right to use the Product shall mean the right to access the books/product, but does not include the right to download, print or share the said books other than in the manner as agreed under this Agreement by the Parties.

## 3. OBLIGATIONS OF FIRST PARTY

3.1 First Party shall be liable:

- a) to grant the usage of the Product to the Second Party in the manner and time as agreed by the Parties under this Agreement.
- b) to use reasonable endeavors to make the Product available to the Authorized Users of Second Party at all times and on 24/7 basis, save for reasons mentioned in Clause 15.3 and routine maintenance (*which shall be notified to the Second Party in advance, wherever possible*), and to restore access to the Products as soon as possible in the event of an interruption.
- c) to provide and schedule maintenance at regular intervals for hassle-free Product usage/upgrading of Product, and may also go for emergency maintenance from time to time with written notification to the Second Party, wherever possible.
- d) to provide a platform so that the Authorized End User of the Second Party shall register their credentials, which includes the username and password provided by the First Party and the Enrollment No in case of students and Employee Code in case of any employee of the Second Party, respectively. Once the registration is done by the End User, access of Product may be accessed via the platform from any place within India. All registered credentials shall be valid for a period of 1 (one) year from the date of registration and the End User shall reauthenticate the credentials again after the expiry of 1(one) year for continuing access to the Product via platform

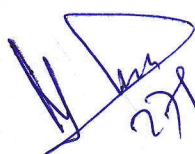
## 4. OBLIGATIONS OF SECOND PARTY

4.1 Second Party shall be liable:

- a) to ensure that Authorized Users of the Second Party can access the ebooks using the Pearson application(s) for an offline reading experience. This right to use the Product by Second party is strictly for non-commercial, educational, personal and training purposes only (Authorized Use). Automated searching or downloading by use of scripted searches, robots, spiders, crawlers, or otherwise, is strictly prohibited and any use in any form other than the Authorized Use shall amount to unauthorized use of the Product and will lead to revocation of the access by the First party without any intimation including but not limited to imposition of costs for damages which may occur to First Party including but not limited to IP breach of First Party.

to ensure that End Users shall not incorporate all or any part of the Product in course packs and electronic reserve collections without the prior written permission of the First Party.

- b) to ensure that neither the End User nor the Second Party shall be authorized to remove or alter the content of the Product including but not limited to change of the authors' names or the First Party's copyright notices or

  
27/10/20

Page 4 of 14  
Dr. M. Saikia  
Librarian  
Tezpur University



other means of identification or disclaimers as appearing in the Product, or systematically print or make electronic copies of extracts of the Product, including complete issues, for any purpose and distribute any part of the Product in any manner including but not limited to sharing log in credentials or Product on any public or social platform whatsoever to any third person/user except those agreed by the Parties under this Agreement. In addition, neither the End User nor the Second Party attempt to bypass, modify, defeat or otherwise circumvent any digital rights management system or other content protection or features used as part of the Product or service.

- c) to ensure that the rights assigned under this Agreement to it or its End Users/ Authorized Users shall not be sub-assigned or transferred to any other third Party without the First Party's prior written consent
- d)
- e) To grant access to First Party or its representatives into the Site/premises of Second Party, upon prior written notice of 3 (three) business days (*or immediately in case of any emergency, as determined in the sole opinion of the First Party*), to audit the use of the Product by the Second Party and/or access the use of Products by the End Users including their account details/log0in details etc. for the purpose of conducting audit of the use of the Product by the Second Party

4.2 In addition, the Second Party, undertakes:

- a) to use Product at the designated Site as per the terms and conditions of this Agreement.
- b) to supervise and control the usage of the Product in accordance with the terms of this Agreement and promptly (i) notify the First Party of any unauthorized possession/usage of Product by any person or entity that may become known; (ii) furnish to the First Party full details of the unauthorized possession, use of Product and assist the First Party in investigating or preventing the recurrence of any unauthorized usage of Product; and (iii) use its best efforts to prevent a recurrence of any such unauthorized usage of Product.
- c) not to provide or otherwise make available the Product in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any other person except Authorized Users agreed by the Parties under the Agreement without prior written consent from the First Party.
- d) to pay to First Party, the agreed fee and other charges as per the terms and conditions of this Agreement.

4.3 It is understood and agreed between the Parties that the repository/list of titles/Products will not cover each and every topic of all subject for all the classes.

4.4 At all times, Second Party shall, without fail, comply with all term and conditions of this Agreement and First Party's terms of using the Product. Further, Second Party shall be fully liable to provide accurate Second Party Data with respect to the use of the Product by the Authorized Users/End Users.

4.5 It is agreed between the Parties that the Second Party shall ensure compliance by the Authorized Users with the terms and conditions of this Agreement. Any breach of the terms and conditions of this Agreement by the Authorized Users shall be deemed to be a breach by the Second Party.

## 5. CONSIDERATION:

5.1 The fees for grant of access to the Product is agreed at Rs \_\_\_\_\_/- (Rupee \_\_\_\_\_). The Parties hereby acknowledge and agree that all such amounts payable under or in connection with this Agreement are exclusive of any taxes, including without limitation, GST etc.

5.2 Except as otherwise stated, the Second Party agrees to pay all amounts towards the fees within 30 (thirty) days of invoice date ("Due Date"). If the Second Party fails to pay such amounts due under this Agreement by the Due



Page 5 of 11  
**(Dr. M. Saikia)**  
Librarian  
Tezpur University



Date, in addition to any other rights or remedies First Party may have under this Agreement or by matter of law, Second Party shall be liable to pay an interest @ 18% (eighteen per cent) per annum from the period commencing from the Due Date and until the payment of fees by the Second Party. The First Party shall have a right to terminate the Agreement forthwith in its sole discretion in the event payment of fees is not received by the First Party within the expiry of 30 (thirty) days from the Due Date. In case termination rights are exercised by the First Party, the Second Party shall be liable to make all pending payments along with all accrued interest as at the date of termination.

- 5.3 Payment can be made either through cheques, demand draft, online payment and other specific relied mode of payment other than cash as mentioned in the invoice raised by the First Party.
- 5.4 Rate of exchange, if the consideration has been agreed in United States Dollars, shall be as per the prevailing rate on the date of payment to the First Party.

## 6. GRANT OF RIGHT TO USE THE PRODUCT:

- 6.1 Subject to the terms and conditions of this Agreement, First Party hereby grants to the Second Party during the Term, a non-exclusive, non-transferable right to use Product at the designated Site only during the term of this Agreement. At the end of the Term or early termination of the Agreement, the grant of right to use the Product will expire automatically and with immediate effect. The terms and conditions of the right to use the Product shall be governed by the provisions as mentioned here under this Agreement.
- 6.2 The Second Party acknowledges and accepts First Party's representation that First Party and/or its affiliate/subsidiary/parent company has the title and ownership of the Product installed by it and agrees that this right to use the Product by the Second Party does not convey any proprietary interest / ownership in the Product to the Second Party or the Authorized Users/third party.
- 6.3 The Second Party shall not use the Product or any information obtained or derived from the Product or the Product documentation manuals for any other business /commercial gain by creating a computer program or through any other mode/means to compete with the Product.
- 6.4 Except as may be permitted by applicable law, Second Party or Authorized Users shall not attempt to decompile, disassemble, alter, amend or reverse engineer the object code of Product in any manner.
- 6.5 The Second Party acknowledges that Product is a commercially valuable proprietary product of First Party and/or its associate/subsidiary/parent company and has involved expenditure of substantial amounts of money, which affords a commercial advantage over its competitors, and that loss of this competitive advantage due to unauthorized use or disclosure of the proprietary information would cause great injury or harm to First Party.
- 6.6 The grant of use the Product provided in this Agreement does not in any way imply that the Second Party has the right to receive, or that First Party has any obligation to provide, any technical or maintenance support for any other product procured by the Second Party for their purposes.
- 6.7 First Party does not warrant that the operation of the Product or access to the Product will be uninterrupted or error-free. Second Party acknowledges and agrees that the Product may be subject to limitations, delays, and other problems inherent in the use of internet applications and electronic communications. Second Party agrees that First Party is not responsible for any third party content that may form part of the Product.

## 7. PERMISSION

Second Party shall also refrain from entering without the consent in writing of First Party into any kind of agreement with any of the competitors of First Party with respect to Product installed by the First Party for any

commercial, marketing or distribution or any other purpose which in the opinion of First Party is detrimental to its interests or conflicting with the terms of this Agreement, during the subsistence of this Agreement. Any violation of this undertaking will make Second Party liable for damages towards loss of any business, future profits whether direct or indirect, consequential or remote.

## 8. REPRESENTATION AND WARRANTIES BY THE PARTIES

It has been represented and warranted by the First Party and Second Party that:

- a) It has full power and authority, necessary to enter into this Agreement and has not been prohibited from entering into this Agreement either under law or otherwise and upon execution and delivery by it will be its legal, valid and binding obligation and enforceable in accordance with its terms;
- b) The execution of this Agreement by it and the promises, agreements or undertakings made by it under this Agreement do not violate any law or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which it is a Party to or which is applicable to it;
- c) There are no known pending actions, suits or proceeding, existing, threatened, anticipated or pending against it which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder, respectively.

## 9. INDEMNITY BY THE SECOND PARTY

- 9.1 Second Party shall at all times defend, indemnify and hold harmless the First party and its employees and its officers, directors, associates, subsidiaries, affiliates etc. from the losses, costs, fines, deficiencies, actions, judgments, interest, awards, penalties, damages or expenses of whatever kind, including the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of all acts, omissions, negligence or faults, of the Second Party, its End User or anyone acting under the directions or control or on its behalf and all expenses (including any legal fees) incidental thereto, arising out of or resulting from:
- (a) Any acts, omission or statement by Second Party or any person employed by or under contract with the Second Party that result in physical or mental injury (including death), loss or damage to any person or property.
  - (b) Failure by Second Party to comply with the applicable governmental authority requirements & requirements of law, that results in the imposition of fines or other penalties.
  - (c) Any act of infringement of any patent, trademark, or copyright or any unauthorized use of Product, any trade secret or any proprietary interest of First Party or any act or omissions of Second Party or its End User or to the extent that claim is made or brought by or on behalf of a third Party or legal dues of any nature.
  - (d) Any failure by Second Party to satisfy all claims for obligations relating to the performance of the marketing and selling of the Product.
  - (e) Any material breach by the Second Party or its End User under this Agreement or any revision, covenant, warranty or obligation herein.
  - (f) Loss of and/or damage to any First Party & third party property.
  - (g) Losses incurred due to breach of representation or warranty by Second Party, its agents or anyone directly or indirectly employed by any of them in connection with this Agreement.
  - (h) Any unfair business actions, fraud, unlawful downloading/ printing by any person other than the Authorized User/ End User or the like by the Second Party and/or any use of the Product or related scores are used in a manner not in accordance with all applicable law, or for other than lawful purposes. Second

Party shall defend, indemnify and hold harmless First Party and their subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against First Party arising out of or resulting from Second Party's failure to comply with any of its obligations mentioned hereunder

9.2 The indemnification obligation as provided in this clause 9 shall survive the termination of this Agreement.

## 10. LIMITATION OF LIABILITY

10.1 Under no circumstances shall either Party be liable to the other for any indirect, incidental or consequential damages (including loss of profit or business), howsoever arising, whether under contract, tort or otherwise, even if informed of the possibility of the same.

10.2 Except as provided herein and excluding the said Product, First Party makes no representations or warranties with respect to products, modifications, maintenance or other services, installation, or other matters, whether express or implied, including without limitation, any implied warranties of merchantability or fitness for a particular purpose, or arising by statute or course of dealing or trade custom. In no event, will First Party be liable to Second Party or any other party for any loss or damage, including without limitation, for time, money, or goodwill, or for consequential or exemplary damages, which may arise from the use, operation, maintenance or other services, installation or modification of the Product, inability to use the Product, in whole or part, for any other reason whatsoever, including, without limitation, by reason of defects, delays or copyright, patent or trademark infringement, notwithstanding notice to First Party of any such matters which shall be limited to the extent of the total consideration been paid under this Agreement.

10.3 First Party shall not be liable for any liability that may arise due to the usage of hardware or any other material relating to the usage of the hardware in which Product has been installed.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 Except for the rights expressly granted under this Agreement, First Party shall retain all right, title and interest in and to the Product, including all related Intellectual Property Rights therein. First Party reserves all rights in and to the Product, not expressly granted to the Second Party under this Agreement.

11.2 Second Party shall not use any Intellectual Property Rights of the First Party in any advertising or promotional efforts except in the manner as agreed by the Parties without First Party's prior written consent.

11.3 Second Party shall take due care to protect and safeguard the Intellectual Property Rights of the Product which it uses with the prior written consent from First Party and shall not misuse the same in any manner whatsoever.

11.4 The whole right, title and interest in and to and all Intellectual Property Rights generated by or belonging to First Party and/or its subsidiary/parent company and used in connection with or for the purpose of granting the right to use the Product shall remain with First Party and/or its subsidiary/parent company.

11.5 Second Party hereby grants First Party, its affiliates and applicable authorised contractors all necessary rights to host, use, process, store, display and transmit Second Party Data solely as necessary for First Party to provide the Product in accordance with this Agreement.

11.6 Second Party shall not, directly, indirectly or through its Authorized Users: (i) attempt to sell, transfer, assign, rent, lend, lease, license, sublicense or otherwise provide third parties with rights to the Product; (ii) use the Product in a manner that interferes with, degrades, or disrupts the integrity or performance of any First Party technologies, services, including data transmission, storage and backup; (iii) access the Product for the purpose of developing a product or service that competes with the First Party's products and services; (iv) alter, remove or modify any component of the Product, including any proprietary marks or images included in or displayed as part of; (v) circumvent or disable any security features or functionality associated with the Product; (vi) use the

Product in any manner prohibited by law and/or First Party; (vii) work around any technical limitations in the Product; (viii) reverse engineer, decompile or disassemble the Product; and (ix) make copies of the Product; (x) publish the Product for others to copy.

- 11.7 the Second Party shall not use any reproduction, counterfeit or copy First Party's proprietary rights, in connection with its business and/or the Products which is likely to cause confusion, mistake, or deception, or which is likely to dilute First Party's rights in and to its proprietary materials in the business and/or the Product.
- 11.8 Second party authorizes First Party to feature its name and logo as a customer of the Product and related promotional materials, press releases, advertisement and other communications, and Second Party grants the First party a limited license in that respect.
- 11.9 Subject to the terms and conditions of this Agreement, First Party grants Second Party a revocable, non-exclusive, non-transferable, limited right to use the Product and First Party name and shall use, reproduce, distribute, display and transmit the right in connection with the promotion and advertisement of Second Party, including use on websites, social media, any other information and presentation materials (print/digital), supplies and stationery in any geography of the world with prior written permission for the same.
- 11.10 The provisions relating to Intellectual Property Rights, as provided in this clause 11, shall survive the termination of this Agreement.
- 11.11 In the event of this Agreement being prematurely terminated, the Second Party shall immediately cease use of such Intellectual Property Rights/Product and all/any services rendered under this Agreement.

## 12. DATA SECURITY

- 12.1 The grant to use the product includes authorization of access by the means of individual login id and password.
- 12.2 An Authorized User may not make the electronic version of the book(s)/Product available to anyone other than Authorized User, whether by telephone link or by permitting access through his or her terminal or computer, or by other similar or dissimilar means or arrangements.
- 12.3 Second Party agrees to make reasonable efforts to maintain security and monitor all use (including unauthorized use) from its respective site and to communicate the terms of the usage guidelines to the End Users.
- 12.4 Authorized Users will be bound by the limitations stated in any copyright statement or terms of use published by First Party, except to the extent (if any) that such provision may be inconsistent with the express terms of this Agreement.

## 13. DATA PRIVACY:

- 13.1 Second Party represents and warrants that its collection, access, use, storage, disposal and disclosure of any and all data, , personal information of the First Party and/or any End User shall comply in accordance with the provisions of the data protection law and all applicable laws, regulations wherever applicable at that time.
- 13.2 Further, First Party hereby grants the right to the Second Party to report criminal acts relating to use and disclosure of Second Party Data, personal information, personal data etc. to applicable government authorities instantly and shall notify First Party as soon as possible about such reporting and should co-operate in each and every such instance for minimizing/stopping such disclosure, Second Party shall share such information immediately with First Party's SPOC.
- 13.3 Further, unauthorized disclosure or use of personal information and/or personal data by the Second Party and/or any of its agents, employees, directors, or anyone acting on behalf of Second Party may result in substantial harm and liability to the First Party and hence First Party shall be entitled to seek equitable relief (including an

  
(Dr. Meesaikia)  
Librarian  
Tezpur University



injunction) in the event of a breach or threatened breach of these provisions and claim any damages as and when required.

13.4 Second Party shall keep all the confidential information limited to itself and shall comply with the confidentiality clause as agreed under this Agreement. Further, consistent with the organization's expectations of information security for Second Party, Second Party will be expected to ensure the protection of First Party and individual information accessible to Second Party or it's representative(s). Second Party warrant that it shall:

13.4.1 Removal Media Restrictions: not store First Party's data on removable media (e.g. USB flash drives, thumb drives, memory sticks, tapes, CD's or external hard drives. Provided Second Party may store data in such media for back-up or other business purposes as per Second Party's IT Security policies for business continuity.

13.4.2 Notification: In the event that Second Party become aware of any suspected or known breach of the security of, or loss of, any Personal Information collected, handled, stored, transmitted or otherwise processed by First Party or any third party under this Agreement, Second Party shall immediately provide notice to First Party as follows: soc@pearson.com. The Personal Information shall include any information collected/accessed by Second Party in accordance with the provisions of this Agreement or otherwise, relating to the First Party, its' employees, customer, end user or any other information or data relating to a person, related to the First Party in any manner.

13.4.3 Assistance to First Party: At no additional charge, provide reasonable and timely cooperation, assistance and information to First Party in the investigation of any such actual or potential security incident, as well as in the provision of any required notifications.

13.4.4 Limited Use: Use the limited Personal and/or Confidential Information only to perform activities as described in this Agreement and that Second Party shall not, under any circumstances, use the Confidential Information to perform any other services other than those designated in this Agreement.

13.4.5 If applicable, upon termination, cancellation, expiration, or other conclusion of the Agreement, Second Party shall return or destroy all protected data or confidential information that may have been accessed during the term of the Agreement, and retain no copies.

#### 14. CONFIDENTIALITY

14.1 Parties mutually agree to maintain confidentiality of all Confidential Information provided under this Agreement. For the purposes of this clause, the Party disclosing the Confidential Information shall be referred to as "Disclosing Party" and the Party receiving the Confidential Information shall be referred to as "Receiving Party".

14.2 Parties shall be permitted to use the Confidential Information only for exercising rights granted under this Agreement. Receiving Party shall not use the Confidential Information for any other purpose without the Disclosing Party's written permission.

14.3 Receiving Party shall implement adequate security measures for maintaining secrecy of Confidential Information of the Disclosing Party. Such measures shall not be less than the measures taken by them to safeguard their own Confidential Information of a like nature.

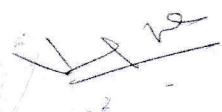
14.4 Each Party hereby agrees that this Agreement or the contents thereof shall not be disclosed by either Party to any third party without the prior written consent of the other Party.

14.5 Provided however that nothing contained in this clause 14 shall apply to any disclosure by either Party of any information received from the other Party if:

- (a) Such disclosure is required by applicable law or requested by any governmental authority;
- (b) Such information is available in the public domain, other than by a breach of the Agreement by the party seeking to make such disclosure;
- (c) Such information is made available to the consultants and professional advisers of either Party; or



Page 10 of 14  
(Dr. M. Saikia)  
Librarian  
Tezpur University



- (d) Such information is disclosed by a Party with the prior written consent of the other Party. Provided the disclosure is made strictly in accordance with such written consent.
- 14.6 Each Party shall at all times maintain secrecy and shall keep confidential (and procure that its members, directors, employees and agents shall keep confidential) the materials, details regarding the Product and all other information and documents which it may acquire in connection with or which may be in its custody during the course of providing the Product hereunder and shall not use or disclose such information in an unauthorized manner. The obligation on the part of the Parties contained above shall continue for the Term of this Agreement and survive the termination of this Agreement.
- 15. TERM AND TERMINATION OF CONTRACT**
- 15.1 This Agreement and the permission granted to use the Product to the Second Party by First Party shall be valid for the Term of this Agreement or only as long as Second Party remain an active member of the subscription by way of extension of this Agreement for all activated titles, commencing from the Execution Date of this Agreement ("Term").
- 15.2 The permission to use the Product by Second Party granted by First Party shall be accessible for the Term of this Agreement or only as long as Second Party remain an active member of the subscription by way of extension of this Agreement (for all activated titles) as mentioned under **Annexure 1** of this Agreement which can be accessed by the End Users of Second Party after authentication as registered user using the registration form or registered via admin access of the institute as mentioned under this Agreement.
- 15.3 The First Party reserves the right to suspend and/or terminate the access/right to use the Product by Second Party without prior notice to Second Party if the Second Party or its Authorized Users commit default/violate any of the terms of this Agreement. Any unauthorized use of the Product or any fraudulent, abusive, or otherwise illegal activities including but not limited to breach of intellectual property rights, can be grounds for termination of access/right to use.
- 15.4 Expiry or earlier termination of this Agreement will not prejudice any rights of the Parties that may have accrued prior thereto.
- 15.5 Upon the expiry of the Term or the prior termination of this Agreement, the Second Party shall forthwith:
- a) cease to use the Product and remove all the Products and its complete details including Intellectual Property Rights related information, if any, from its website within 3 (three) business days of termination;
  - b) ensure that it has settled all liabilities that may have arisen during the Term, if applicable;
  - c) (i) return all or any part of Confidential Information and the technology and know-how; and (ii) erase or destroy all or any part of Confidential Information and technology and know-how in possession whether embodied in a disk or in any other form, including electronic form; and (ii) return to the First Party that all other document(s) being exclusive property of First Party including but not limited to questionnaires, educational booklets, models, other study material, promotional material, computer software or code, or any Confidential Information, whether embodied in a disk or in any other form, including electronic form; and (iv) return/destroy all the materials/data /information/content of Product which has been supplied to Second Party in the manner as instructed by the Second Party.
  - d) all amounts and/or payments owed by Second Party to First Party shall be immediately due and payable in accordance with this Agreement.
  - e) cease all conduct that might cause any person to believe that First Party is connected with the Second Party.

16. MISCELLANEOUS

- 16.1 **Relationship between Parties:** The relationship between the Parties is that of principal-to-principal. Further, nothing contained in this Agreement shall be deemed to imply or constitute either Party as the agent or representative of the other Party, and as such neither Party shall be entitled to enter into any commitments or binding obligations for or on behalf of other Party.
- 16.2 **Assignment:** Second Party shall not be entitled to assign any of its rights or duties, liabilities and obligations hereof to any third party without the prior written consent of First Party. First Party may assign the Agreement to any third party in its sole discretion. Any attempted assignment in violation of this clause shall be deemed null and void.
- 16.3 **Force Majeure:** Neither Party shall be liable or deemed to be in default for any delay in failure or performance under this Agreement resulting, directly or indirectly from the occurrence of any Force Majeure event. The party unable to fulfil its obligations shall immediately give notice in writing of this to the other party and shall do everything in its power to resume full performance of its obligations as soon as possible. If the period of incapacity exceeds 30 (thirty) days then this Agreement shall automatically stand terminated unless the Parties agree to otherwise in writing. Termination pursuant to this clause shall be without prejudice to any accrued rights or remedies of the First Party (including its right to claim and recover money losses/damages and other rights and remedies, which it may have in law or contract) in respect of the exercise of rights and the obligation performed prior to or not in relation to occurrence of such Force Majeure event.
- 16.4 No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver of the provisions of this Agreement, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.
- 16.5 The Parties agree that they shall not make any public announcement, including press statements, or statements on social media, and/or any disclosure of any nature whatsoever to any Person concerning the transaction and the terms and conditions contained in this Agreement without the prior written permission of the other Party.
- 16.6 If any part, term or provision of this Agreement, is held to be invalid or unenforceable, the same shall not affect the validity or enforceability of any part of provision of this Agreement which shall remain in full force and effect.
- 16.7 **Waiver:** A waiver by any Party of any provision of this Agreement or a Breach shall not be deemed to constitute a subsequent or future waiver of the same or any other breach of this Agreement.
- 16.8 **Amendment:** This Agreement shall not be amended, modified, altered or changed in any way except in writing and executed by each Party.
- 16.9 **Notices:** All notices, communications and other correspondence required or permitted by this Agreement shall be in writing and shall be sent to all the Parties simultaneously by: (a) email with confirmation copy sent by registered first class airmail, (b) by registered Post, return receipt requested and postage prepaid, to the following address:

In the case of Second Party to:

Designation: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact No.: \_\_\_\_\_  
Email: \_\_\_\_\_

In the case of the First Party to:

Designation: Vice President-Sales  
Address: DivyaSree Chambers, Ground Floor, A Wing 11, O Shaughnessy Rd,

*[Handwritten signature]*  
27/10/20  
**(Dr. M. Saikia)**  
Librarian  
University

*[Faint stamp]*  
Dr. M. Saikia  
Librarian  
University

*[Handwritten signature]*

Bengaluru, 560025  
Contact No.: 01207110100  
Email: elearning.in@pearson.com

All such notices, communications and correspondence shall be sent and deemed to have been received only if the same has been sent to all the Parties as follows: (i) if by Email along with a delivery and read receipt upon receipt of the confirmation copy; and (ii) if by courier or registered, first class airmail, upon receipt or refusal of delivery. A Party may change the address to which notices are to be sent by a notice complying herewith to that effect. All notices will be in English.

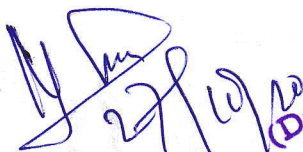
16.10 **Governing Law:** The formation, validity, performance interpretation and enforcement of this agreement shall be governed only by the Laws of India.

16.11 **Dispute Resolution:** All disputes, differences, claims and questions whatsoever, which may arise either during the subsistence of this Agreement or afterwards between the Parties hereto and/or their respective representatives or any clause or anything contained herein or otherwise in any way relating to or arising from these presents or the interpretation of any provision contained herein shall be in the first place settled by mutual discussions between the Parties. However, if the Parties fail to settle the dispute, the same shall be referred to and settled by arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof ("Act") for the time being in force. The arbitration will be conducted by a sole arbitrator who shall be mutually appointed by the Parties. In case of disagreement over the appointment of the sole arbitrator, the sole arbitrator shall be appointed in accordance with the provisions of the Act. The arbitration shall be held at New Delhi and be conducted in English language. Any award made in such arbitration shall be binding on the Parties. The Parties shall bear the costs of arbitration equally.

16.12 **Jurisdiction:** This Agreement shall be governed by the laws of India. Nothing contained in this clause will preclude either Party from applying for and obtaining any injunctive, prohibitory or other similar urgent or interim relief from a competent court of law, for which the courts at New Delhi, shall have exclusive jurisdiction.


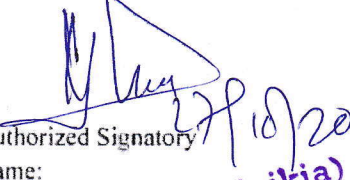
16.13 **Anti Bribery and Corruption:**

- A. Second Party will, and will procure that its officers, partners, employees, agents and any other persons who perform services for or on Second Party's behalf in connection with this Agreement will:
1. comply with all applicable laws related to bribery, corruption and related matters including the US Foreign Corrupt Practices Act and the UK Bribery Act and the laws of the Territory.
  2. not commit any act or omission which causes or may cause Pearson to be in breach of, or to commit an offence under, any laws relating to anti-bribery and/or anti-corruption;
  3. comply with the Pearson's Business Partner Code of Conduct as updated from time to time, which Second Party acknowledge you have read and reviewed and will review no less frequently than annually;
  4. keep accurate and up to date records showing all payments made and received and all other advantages given and received by you in connection with this Agreement and the steps Second Party take to comply with this clause and permit us to inspect those records as reasonably required; and
  5. provide First Party (at our cost) with such reasonable assistance as First Party may require from time to time to enable Pearson to perform any activity required by any relevant client, government or agency or regulator in any relevant jurisdiction for the purpose of compliance with any anti-bribery laws.
- B. Second Party will promptly report to Pearson any request or demand for any financial or other advantage of any kind received whether directly or indirectly in connection with the performance of these terms of engagement.
- C. Second Party will immediately give written notice to Pearson upon a breach, or suspected breach, of any of Second Party's obligations under clause 16.13.
- D. Pearson shall have the right to terminate this Agreement with immediate effect should it have reason to believe that Second Party have acted, or will act, in breach of this clause without any further liability to Second Party.

  
(Dr. M. Saikia)  
Librarian  
Tezpur University

IN WITNESS WHEREOF the Parties have appended their signature on the day, month and year mentioned above in token of having accepted the above terms and conditions.

Signed for and on behalf of

For Pearson India Education Services Pvt. Ltd.	For Second Party
 Authorized Signatory Name: Title:	 Authorized Signatory Name: Title: <b>(Dr. M. Saikia)</b> <b>Librarian</b> <b>Tezpur University</b>



ANNEXURE - I - LIST OF PRODUCT

# PHI Learning Private Limited

Regd. Office: Rimjhim House, 111, Patparganj Industrial Estate, Delhi-110092  
Phones: 011-43031100, 22154984 • Fax: 011-43031144  
E-Mail: phi@phindia.com • Website: www.phindia.com  
CIN: U74899DL1963PTC003971

## Institutional License Agreement

This License Agreement ("Agreement") entered into as of the date 27-10-2020 is made by and between **PHI Learning Pvt. Ltd.** with Regd. office at Rimjhim House, 111 Patparganj Industrial Estate, Delhi-110092 and **Tezpur University** whose principal office is located Napaam, Sonitpur, Assam-784 028.

**WHEREAS**, the Academic Content is being made available by **PHI Learning Pvt. Ltd.** and service provider **GIST Information Solutions Pvt. Ltd.** via its eBooks platform **Videeya.com**.

**WHEREAS**, Subscriber desires an Agreement to access and use the Academic Content (or eBooks) in the manner described below in accordance with this Agreement;

**Definitions:** As used in this Agreement, the following terms have the designated meanings:

**Publisher** - Owner of Academic Content. The Publisher of the eBook owns all copyright and intellectual property rights of academic content in the eBook.

**Academic Content** - Refers to eBooks purchased by Subscriber and made accessible on Videeya.com as per the terms contained in this agreement.

**Subscriber** - An Organization willing to buy Academic Content or eBooks with non-exclusive, non-transferable license to access.

**End User** - Refers to an authorized user of Subscriber. End User must be a registered member of Subscriber organization. End User enrolled in a course, employed, resides in the Subscriber organization.

**DRM** - means Digital Rights Management.

**Intellectual Property** - means all intellectual and industrial property or other rights (including, without limitation, applications for the grant of or registration of such property or rights)

**Subscribed Academic Content** - means the aggregate of all eBooks acquired by Subscriber;

**Service provider** - means hosting the eBooks and providing access.



*28/10/2020*  
Publishers of **EASTERN ECONOMY EDITION**, low-cost text and reference books  
for university students  
**(Dr. M. Saikia)**  
Librarian  
Tezpur University

**Eastern  
Economy  
Editions**

# PHI Learning Private Limited

Regd. Office: Rimjhim House, 111, Patparganj Industrial Estate, Delhi-110092  
Phones: 011-43031100, 22154984 • Fax: 011-43031144  
E-Mail: phi@phindia.com • Website: www.phindia.com  
CIN: U74899DL1963PTC003971

## Terms and Conditions

### Scope of License

1. Publisher agrees to grant the Subscriber non-exclusive and non-transferable access to the eBooks subscribed or purchased via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this License.
2. "Authorized users" are employees, faculty, staff, or students officially affiliated with the Subscribing Institution, and authorized on-site patrons of the Institute's library facilities.
3. Different campuses are considered different sites even if they are within the same city. Departments or libraries of the same campus are considered part of the same site.
4. Subscriber shall cooperate with the Publisher and GIST in the investigation of any unauthorized use of the Subscribed Educational Content of which Subscriber is made aware and use best efforts to remedy such unauthorized use and prevent its recurrence. In the event of any unauthorized use of the Academic Content by an Authorized User, in addition to any remedies available herein, the Publisher may suspend or terminate such Authorized User's access to the Subscribed Educational Content (for example, by blocking an individual user's IP address or other means)

### Data Security

5. The license includes authorization of access by means of the subscriber Internet Protocol Addresses (listed in *Annexure I*) to allow site-wide online access by authorized users via Multiple connections. If a proxy server is being registered for access, the subscriber agrees to maintain the security of the access by authenticating Authorized Users before allowing use of the proxy to any remote or on-site user.
6. An Authorized User may not make the electronic version of the book(s) available to anyone other than another Authorized User, whether by telephone link or by permitting access through his or her terminal or computer, or by other similar or dissimilar means or arrangements.
7. The Institute agrees to make reasonable efforts to maintain security and monitor all use (including unauthorized use) from its respective site and to communicate the terms of the license to their users.

### Access

8. The license includes perpetual access (7 years) of the eBooks listed in Annexure II through the Institute's IP address/es. This Agreement will remain in effect in perpetuity for 7 years unless



Publishers of EASTERN ECONOMY EDITION, low-cost text and reference books  
for university students

(Dr. M. Samra)  
Librarian  
University

Eastern  
Economy  
Editions

# PHI Learning Private Limited

Regd. Office: Rimjhim House, 111, Patparganj Industrial Estate, Delhi-110092  
Phones: 011-43031100, 22154984 • Fax: 011-43031144  
E-Mail: phi@phindia.com • Website: www.phindia.com  
CIN: U74899DL1963PTC003971

platform is going obsolete in that event Publisher will provide prior notice to the subscriber to save the subscribed data.

9. The Publisher defines the term of perpetual access and if in future at the discretion of publisher any term is amended/redefined, it will be duly informed to the subscriber.
10. The Platform maintenance fee will be waived off for 7 years perpetual access from the commencement of access to the content. After 7 years, 15% maintenance charges of the total of the invoice amount will be charged if the current editions of the ebooks are to be retained by the subscriber. In case of new editions it will be a fresh purchase for subscriber with the latest editions available with publisher.
11. Publisher reserves the right to suspend and/or terminate access to the eBooks without prior notice if the Institute or its authorized users violate any term of this Agreement. Any use of the subscribed eBooks beyond the scope of the License or any fraudulent, abusive, or otherwise illegal activities may be grounds for termination of access.
12. For remote access, proxy/remote IP is to be provided by the subscriber.
13. The publisher will provide training to create awareness and promote the use of e-books purchased from it should the need arise.
14. The concurrency of the ebook licences is 10 simultaneous access.

## Content

15. GIST provides a system and method for Users to browse and access eBooks (the "Subscribed Educational Content") via Platform videeya.com
16. The End User and/or Subscriber understands that the videeya.com is only a Platform, and while using it end user will be exposed to Content from a variety of sources, and that GIST is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content or other content.
17. The End User and/or Subscriber further understands and acknowledges that end user may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies end user have or may have against GIST with respect thereto. GIST does not endorse any Content or any opinion, recommendation, or advice expressed therein, GIST expressly disclaims any and all liability in connection with the Content.



*28/10/20*  
Publishers of **EASTERN ECONOMY EDITION**, low-cost text and reference books  
for university students

*(Dr. M. Saikia)*  
Librarian  
Tezpur University

**Eastern  
Economy  
Editions**

# PHI Learning Private Limited

Regd. Office: Rimjhim House, 111, Patparganj Industrial Estate, Delhi-110092  
Phones: 011-43031100, 22154984 • Fax: 011-43031144  
E-Mail: phi@phindia.com • Website: www.phindia.com  
CIN: U74899DL1963PTC003971

## Intellectual Property Rights

18. All the content on the Platform including text, graphics, logos, icons, images, digital downloads, data compilations and software is property of GIST or Publisher and is protected by Indian copyright laws. The compilation of all the content on Platform is exclusive property of GIST and protected under the copyright Law. The use of the Platform does not grant a Subscriber a copyright to any content or materials being accessed on the Platform.
19. The eBooks on Videeya.com and their contents are subject to copyright, database protection, and other rights of the Publisher. The Subscriber acknowledges that it has no claim to ownership by reason of its use of or access to the Publisher's eBooks.
20. Downloading, printing, recompiling, publication, or republication of the data, or any portion thereof, in any form or medium whatsoever, may be done only with specific written permission from the Publisher. However, downloading for offline reading through app is allowed.

## DRM (Digital Rights Management)

21. The Academic Content purchased on the Platform is encrypted using Ipublish Central proprietary DRM mechanism. Upon end user downloading the Content or any part thereof, the End user is solely responsible for any loss, damage or deletion of that Content.
22. The Publisher grants the Subscriber a non-exclusive, non-transferable, revocable license to download and use each digital content.
23. End User will not transmit, modify, publish, sell, rent, lease, loan, distribute, license, or otherwise transfer any digital Content or part thereof. End User will not remove or modify any proprietary notices or labels on any digital content or modify, defeat, tamper with security or digital rights management features that protect or limit access to or use of any digital Content.
24. As the content is DRM protected PDF, HTML etc. files will not be provided.

## Rights and Obligations

25. Publisher/GIST will use reasonable endeavors to make the Licensed Educational Content available to the Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Institute in advance, wherever possible), and to restore access to the Licensed Educational Content as soon as possible in the event of an interruption or suspension of the service.



*Publishers of EASTERN ECONOMY EDITION, low-cost text and reference books*  
*For university students*

*(Dr. M. Sankar)*  
*Librarian*  
*Tezpur University*

**Eastern  
Economy  
Editions**

# PHI Learning Private Limited

Regd. Office: Rimjhim House, 111, Patparganj Industrial Estate, Delhi-110092  
Phones: 011-43031100, 22154984 • Fax: 011-43031144  
E-Mail: phi@phindia.com • Website: www.phindia.com  
CIN: U74899DL1963PTC003971

26. Authorized Users cannot download and print Subscribed Educational Content (eBooks). This right is strictly for non-commercial, educational and training purpose. Automated searching or downloading by use of scripted searches, robots, spiders, crawlers, or otherwise, is prohibited.
27. The Subscriber shall make sure that users do not incorporate all or any part of the Licensed Educational Content in course packs and electronic reserve collections. However, ebooks may be used for e-learning purpose – sharing link of the ebooks with students.
28. The Subscriber is not authorized to remove or alter the authors' names or Publisher/GIST's copyright notices or other means of identification or disclaimers as they appear in the Licensed Educational Content, nor to systematically make print or electronic copies of multiple extracts of the Licensed Educational Content, including complete issues, for any purpose and distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network.
- a. The Subscriber may not assign or transfer its rights under this Agreement.  
b. Licensing of eBooks to a Subscriber is based on the sole discretion of Publisher.

## Termination

29. Publisher reserves the right to suspend and/or terminate access to the eBooks without prior notice if the Subscriber or its authorized users violate any term of this Agreement. Any use of the Publisher's eBooks beyond the scope of the License or any fraudulent, abusive, or otherwise illegal activities may be grounds for termination of access.

## Indemnification and Limitation of Liability

30. In no event will Publisher/GIST, its officers, directors, employees, affiliates, agents, licensors or any party involved in creating, producing or delivering Publisher/GIST Services be liable in any manner, whatsoever for any damages of any kind, including but not limited to indirect, incidental, consequential, special or punitive damages.
31. The Subscriber agrees to waive and hereby do waive, any legal or equitable rights or remedies against Publisher/GIST with respect thereto and agree to indemnify and hold Publisher/GIST, its owners/operators, affiliates, suppliers and/or licensors harmless to the fullest extent allowed by law regarding all matters related to the content and use of Videeya.com

## Governing Law and Jurisdiction

32. These terms and conditions will be construed only in accordance with the laws of Republic of India. In respect of all matters/disputes arising out of, in connection with or in relation to these



*Publishers of EASTERN ECONOMY EDITION, low-cost text and reference books  
for university students*

(Dr. M. Saikia)  
Librarian

**Eastern  
Economy  
Editions**

# PHI Learning Private Limited

Regd. Office: Rimjhim House, 111, Patparganj Industrial Estate, Delhi-110092  
Phones: 011-43031100, 22154984 • Fax: 011-43031144  
E-Mail: phi@phindia.com • Website: www.phindia.com  
CIN: U74899DL1963PTC003971

terms and conditions or any other conditions on this website, the courts of New Delhi shall have the jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

PHI Learning Pvt. Ltd.

Subscriber: Tezpur University

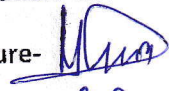
Name-

Name- Mukesh Saikia

Designation-

Designation- The Librarian

Signature-

Signature- 

Date-

Date- 

(Dr. M. Saikia)  
Librarian  
Tezpur University



Publishers of EASTERN ECONOMY EDITION, low-cost text and reference books  
for university students

Eastern  
Economy  
Editions

(Dr. M. Saikia)  
Librarian  
Tezpur University

## ACCESS AGREEMENT

### SAGE PUBLICATIONS INDIA PRIVATE LIMITED AND TEZPUR UNIVERSITY

This Access Agreement (the "Agreement") is effective as of **13<sup>th</sup> October 2020** ("Effective Date") and is entered into by and between **SAGE Publications India Pvt.Ltd.**, located at B-1/I-1, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi 110 044, India ("SAGE"), and [**TEZPUR UNIVERSITY**], with its principal offices located at [**CENTRAL LIBRARY, P.O. NAPAAM, DIST: SONITPUR, TEZPUR – 784028, ASSAM**] ("Customer") (collectively referred to herein as the "Parties").

#### RECITALS

WHEREAS,

A. SAGE holds a copyright or rights to grant the access to Products (as defined below) and Customer desires to purchase the Products with rights to access and use the Products pursuant to the terms and conditions herein; and

B. Customer has agreed to purchase the Products after having completely satisfied itself of the products, features and working, by using them on a trial basis and having surety of its requirement of such products; and

C. Customer's purchase of the Products shall entitle Authorized Users (as defined below) certain rights to access and use the Products pursuant to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### I. DEFINITIONS

The following terms shall have the following meanings:

**"Authorized Users"** shall mean individuals who are authorized by the Customer (which shall include those individuals authorized by the Institutions hereunder) to access the Customer's information services whether on-site or off-site via Secure Authentication and who are affiliated with the Customer as a current student (undergraduates and postgraduates), employee (whether on a permanent or temporary basis), alumnus or contractor of the Customer. Individuals who are

mailing if sent by registered or certified mail, return receipt requested. Either party may from time to time change its notice address by written notice to the other party.

**XXII. ASSIGNMENT**

Customer shall not assign its rights and duties under this Agreement without the prior written consent of SAGE which shall not be unreasonably withheld. This Agreement will inure to the benefit of and be binding upon each party and its respective successors and permitted assigns.

**XXIII. SURVIVING OBLIGATIONS**

The Parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement including, without limitation, Sections V and VI above shall survive such expiration or termination of this Agreement as required herein or in the applicable Exhibit(s).

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective, duly authorized representatives on the dates written below.

**SAGE Publications India Private Limited**

*Shaifali Nagpal*

BY: \_\_\_\_\_  
SIGNATURE  
SIGNATURE DATE: 14-OCT-2020  
Shaifali Nagpal (AVP - Customer Services)

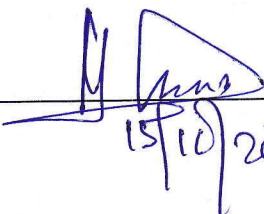
**Customer:**

BY: \_\_\_\_\_  
*[Signature]*  
15/10/2020

**SAGE Publications India Private Limited**

BY: Shaifali Nagpal  
Shaifali Nagpal (AVP - Customer Services)

**Customer:**

BY:   
15/10/20

TEZPUR UNIVERSITY LIBRARY  
Receipt No 11090  
Date of Receipt 20/10/2020

## LICENSE AGREEMENT

### LICENSE DETAILS:

License ID number: 41809

Customer: Tezpur University

Primary Address: Napaam, Sonitpur, Tezpur 784 028, Assam, India

This License Agreement between Springer Nature Customer Service Center GmbH, Tiergartenstrasse 15-17, 69121 Heidelberg, Germany ("Licensor") and Customer (for itself, and if applicable, on behalf of the Licensees listed in Attachment 1) incorporates the following documents:

- This License Details page including Attachment 1: Customer and Licensee Information;
- The Product Terms;
- The General Terms and Conditions attached hereto.

When executed by both parties, this License Agreement shall be deemed effective on the earlier of: (i) the earliest Commencement Date for any Product licensed hereunder, or (ii) the last date of signature by Licensor or Customer.

### 1. Products and License Fee

Products	License Fee
eBooks - Single Titles	€ 6,193.48
<b>License Fees in Total:</b>	<b>€ 6,193.48</b>

CERTAIN CONTENT MADE AVAILABLE TO LICENSEE MAY BE SUBJECT TO AND LICENSED UNDER OPEN ACCESS LICENSE TERMS ("OPEN ACCESS CONTENT"). OPEN ACCESS CONTENT IS SOLELY SUBJECT TO THE APPLICABLE OPEN ACCESS LICENSE TERMS, SPECIFIED WITHIN THE CONTENT.

### 2. Payment Terms

2.1 The License Fee(s) is/are due within 90 days from the date of invoice.

# SPRINGER NATURE

IN WITNESS WHEREOF, the parties have signed this License Agreement by their respective, duly authorized representatives on the date set forth below.

## Customer

Signature:

DocuSigned by:  
Dr. Mukesh Saikia  
98DB4947443F47B

Name:

Dr. Mukesh Saikia  
Librarian

Title:

Date:

20 October 2020

## Licensor

Signature:

DocuSigned by:  
Peter Kaul  
8C8C111501ED41F

Name:

Peter Kaul

Title:

General Manager

Date:

20. Oktober 2020

**Certificate Of Completion**

Envelope Id: 272E628BA8764DFB9B4B7EEE01AE23C5  
 Subject: LID 41809 / Tezpur University / SN license for signing  
 Order Number:  
 Source Envelope:  
 Document Pages: 11  
 Certificate Pages: 2  
 AutoNav: Enabled  
 EnvelopeID Stamping: Enabled  
 Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna

Status: Completed

Envelope Originator:  
 Springer Nature  
 Heidelberg Platz 3  
 Berlin, Germany 14197  
 docusign-crm@springernature.com  
 IP Address: 195.128.10.68

**Record Tracking**

Status: Original  
 October 19, 2020 | 14:35  
 Holder: Springer Nature  
 docusign-crm@springernature.com  
 Location: DocuSign

**Signer Events**

Dr. Mukesh Saikia  
 mukesh@tezu.ernet.in  
 Librarian  
 Security Level: Email, Account Authentication (None)

**Signature Provider Details:**

Signature Type: DS Electronic

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Peter Kaul  
 peter.kaul@springer.com  
 General Manager  
 Springer Nature Customer Service Center GmbH  
 Security Level: Email, Account Authentication (None)

**Signature Provider Details:**

Signature Type: DS Electronic

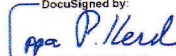
**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Signature**

DocuSigned by:  
  
 98DB4947443F47B...

Signature Adoption: Pre-selected Style  
 Using IP Address: 14.139.219.242

DocuSigned by:  
  
 8C8C111501ED41F...

Signature Adoption: Drawn on Device  
 Using IP Address: 213.71.6.130

**Timestamp**

Sent: October 19, 2020 | 14:35  
 Viewed: October 20, 2020 | 06:38  
 Signed: October 20, 2020 | 08:22

Sent: October 20, 2020 | 08:22  
 Viewed: October 20, 2020 | 09:31  
 Signed: October 20, 2020 | 09:31

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Ashutosh Sharma  
 Ashutosh.Sharma@nature.com  
 Security Level: Email, Account Authentication (None)

**Signature Provider Details:**

Signature Type: DS Electronic

**Electronic Record and Signature Disclosure:**


**COPIED**


Sent: October 19, 2020 | 14:35

IN WITNESS WHEREOF, the parties have executed this Licence by their respective, duly authorized representatives as of the date first above written.

For TAYLOR & FRANCIS GROUP:

BY: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_ DATE: 14 October 2020 | 11:21 BST  
Authorised Signatory  
Informa UK Limited  
(trading as Taylor & Francis)

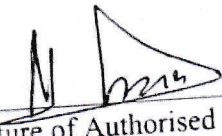
  
82402F2614EC4F...

DocuSigned by:  


Print Name: Mark Majurey  
Title: Commercial Director, Digital Publishing  
Address: Taylor & Francis, 2-4 Park Square, Milton Park, Abingdon, OX14 4RN, UK  
E-mail: [Mark.Majurey@tandf.co.uk](mailto:Mark.Majurey@tandf.co.uk)

Agreed and Accepted:

For Tezpur University, Tezpur, Assam

BY:  DATE: 13/10/2020  
Signature of Authorised Signatory of Licensee

Name: Dr. Munesh Saikia  
Title: Librarian  
Address: Tezpur University, Central Library, Tezpur- 784028, Assam  
India  
Email: [munesh@tezu.ernet.in](mailto:munesh@tezu.ernet.in)

## SCHEDULE 1

### LICENSEE SITE(S) AND SECURE AUTHENTICATION PROTOCOL

#### The Licensee Site(s)

“The Licensee Site” Means

*List of Sites:*

Tezpur University  
Tezpur – 784028  
Assam  
India

#### Secure Authentication Protocol

*IP address:*

**14.139.219.241: 14.139.219.254**

**202.141.075.161: 202.141.075.174**

**McGraw Hill (India) Express Library**

**INSTITUTIONAL LEVEL AGREEMENT**

This Agreement entered as of the **29<sup>th</sup> of Oct 2020** (the “Effective Date”) executed at New Delhi is made by and between **McGraw Hill Education (India) Private Limited**, a company incorporated under the Companies Act, 1956, having its Registered office at 444/1, Sri Ekambara Naicker Industrial Estate, Alapakkam, Porur, Chennai -600 116, Tamil Nadu, India and having its Corporate Office at B-4, Sector-63, District Gautam Budh Nagar, NOIDA, UP 201301 (hereinafter called “MH” which expression shall, unless it be repugnant to the subject or context thereof mean and include its successors, and permitted assigns).

AND

**TEZPUR UNIVERSITY**, having principal office at Napaam, Tezpur, Assam PIN : 784028 hereinafter called the “Subscriber” (which expression shall, unless it be repugnant to the subject or context thereof mean and include its successors and permitted assigns). “MH” and “Subscriber” are collectively referred to as “Parties” and individually as a “Party”.

WHEREAS, MH has made certain publications and other materials available online through an McGraw Hill India Express Library content provider platform (defined below);

WHEREAS, Subscriber desires to purchase access to the Express Library Platform (as defined herein) and certain publications available through the Platform in accordance with this Agreement;

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

- 1. Definitions: As used in this Agreement, the following terms have the designated meanings:

“Authorized User(s)” refers to the individuals authorized by the Subscriber to access the Platform, and who fall into one or more of the categories set forth below.

a. Academic

Authorized Users are current members of the faculty and other staff of the Subscriber (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently enrolled students at the Subscriber’s institution, who are permitted to access the Secure Network from within the Subscriber’s library premises (“Library Premises”) or from such other places where such Authorized Users are permitted to access the Secure Network for work or study (including Authorized Users’ offices and homes, halls of residence and student dormitories).

b. Corporate

Authorized Users are current members of the Subscriber’s staff (whether on a permanent, temporary, or contract basis) who are permitted to access the Secure Network from within the Subscriber’s premises or from such other places where Authorized Users undertake their work for the Subscriber (including but not limited to Authorized Users’ offices and homes) through

{00049110 1 } DS  
DR

DS  
EJ

16. Severability.

In the event that any of the provisions of this Agreement is invalid or unenforceable under applicable law, the remaining portions of the Agreement will remain in full force and effect.

17. Miscellaneous.

This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements, arrangements and communications (both written and oral) regarding such subject matter. This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. The failure of MH to insist upon strict compliance with any term of this Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. Subscriber may not assign any rights or obligations of this Agreement and any assignment by Subscriber without MH's prior written consent, including without limitation any assignment by operation of law, shall be null and void.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date above, the Agreement to be signed in duplicate and both copies to be considered as original

Witnessed by:

For Subscriber:

Name and Address

Name and Designation

DocuSigned by:

Mukesh Saikia

Dr Mukesh Saikia  
Librarian  
Tezpur University  
Napaam, Tezpur- 784028  
mukesh@tezu.ernet.net

For the McGraw Hill Education (India) Pvt Ltd:

Name and Designation

DocuSigned by:

Ebi John

16374DCEE97D49F...  
Ebi John  
Business Head

Name and Designation

DocuSigned by:

Lalit Singh

C3B0A4D90BED43A...  
Lalit Singh  
Managing Director

DocuSigned by:

Mukul Chandra

C823577571CE4F

subsequent failure to comply with such term or provision. Subscriber may not assign any rights or obligations of this Agreement and any assignment by Subscriber without MH's prior written consent, including without limitation any assignment by operation of law, shall be null and void.


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date above, the Agreement to be signed in duplicate and both copies to be considered as original

Witnessed by:

For Subscriber:

Name and Address

Name and Designation

  
(Dr. M. Saikia)  
Librarian  
Tezpur University

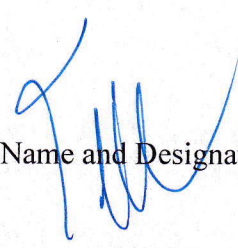
Dr Mukesh Saikia  
Librarian  
Tezpur University  
Napaam, Tezpur- 784028  
mukesh@tezu.ernet.net

For the McGraw Hill Education (India) Pvt Ltd:

Name and Designation

Name and Designation

  
Ebi John  
Business Head

  
Lalit Singh  
Managing Director

