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Library address(es):	As above		
Customer contact details:	Contact name:	Dr. Monawwer Eqbal	
	Contact email address:	meqbal@tezu.ernet.in	
	Contact telephone number:	03712-27-3223	

PRODUCT DETAILS

E-JOURNALS								
Product Name			Subscription Period				Access in Perpetuity?	Fee (Specify Currency)
			Start		End			
Emerald Collection	eJournals Premiere		01 2018	January	31 2018	December	Yes	GBP 9,550.00

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SPECIAL CONDITIONS

None

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Proposing Business Manager:	Sanjay Dutta
Emerald authorisation:	Alanna Townend Customer Contracts Manager 12 July 2018
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	Dr. Monawwer Eqbal Deputy Librarian <i>ME</i>

ME

EMERALD PUBLISHING LIMITED
SINGLE INSTITUTION SALES AGREEMENT

COMMERCIAL TERMS

CUSTOMER DETAILS

Name:	Tezpur University		
Territory:	India		
Address:	Central Library Tezpur University Napam TEZPUR Assam 784028 India		
Library address(es):	As above		
Customer contact details:	Contact name:	Mr. Mukesh Sekia	
	Contact email address:	library@tezu.ernet.in, mukesh@tezu.ernet.in	
	Contact telephone number:	+91 9957 189384	

PRODUCT DETAILS

E-JOURNALS				
Product Name	Subscription Period		Access in Perpetuity	Fee
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*Central Library
Tezpur University
Tezpur - India*

Dr. Mukesh Sekia Saikia

[Signature]
08/05/19



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	Dr. Mukesh Saikia	

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(f) Amendment. This Agreement may not be amended except in a writing executed by an authorized representative of each party.

(g) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

(h) Force Majeure. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

(i) Non-Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

(j) Survival. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(c), 4, 5(c), 6, 7, 8, 9, and 10.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(l) Arbitration. All disputes arising under the contract agreement shall be resolved in accordance with the rules of the ICC International Court of Arbitration by one or more arbitrators based in the United Kingdom and carried out in the English Language.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below.

THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCORPORATED

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Name: _____

Title: _____

Date: _____

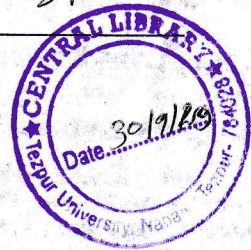
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Name: MUKESH SAIKIA

Title: Librarian, Tezpur University

Date: Napaam






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(TERMS AND CONDITIONS)

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A General:

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8. The Foreign journals available in dual currencies shall be billed in the currency by which the converted cost is the lowest in Indian rupees.

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1. All journals are to be renewed for the calendar year January to December or a complete volume as specified in the order. Supply of the periodicals should commence from the issue number 1 of the volume starting during the year unless specified otherwise.

C. Conversion Rate:

1. The current bank exchange rate RBI conversion/TT selling rate on the date of remittance of subscription fee of journals shall be used for conversion of foreign currencies supported by a certificate issued by a scheduled bank and countersigned by the supplier. All payments will be made in Indian rupees only through account payee cheque.

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1. Journals to be supplied to Central Library, Tezpur University in the year 2019 is enclosed (**Annexure-D**).



1. Periodicals/ Journals will be accepted only after the inspection at the Central Library, Tezpur University either by Librarian or authorized representative of Tezpur University.

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1. The supplier shall monitor claims for missing issues of journals, if any and arrange to provide replacements within reasonable period. Refund of missing/damage issues of journals shall be made within three months from the respective dates of their publication.
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3. The vendor/agent shall have to accept full responsibility for the refund in full in cases where no issue or substantial numbers of issues of a journal are not supplied to the Library. In case of incomplete supplies, subscription cost for missing issues must be *refunded within three months* from respective date of their publication.
4. The vendor shall refund to Tezpur University full amount of subscription fee(s) of journal/s which do not start *within three months after receipt* of payment from Tezpur University and from date of publication.
5. The list of missing/non-supplied issues will be finalized one month after the expiry of the calendar year for which the journal order is valid. The Agent/Vendor will be liable to refund the subscription amount along with an interest of 5% if fails to supply missing issues.
6. The university reserve the right to cancel the subscription order without any notice, if the vendor fails to process the subscription and submit the invoice along with supporting document's, within 15 days after the receipt of the confirm order of Tezpur University. The university may award the subscription order to the next vendor/supplier without any further communication.

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L. Penalty Clause:

2. Notwithstanding the clauses mentioned in the terms and conditions, the university reserves the right to discontinue the service of the vender on the basis of performance in terms of supply of journals. A copy of this notice would be sent to the respective publisher(s).
3. In the event of any question, dispute or difference arising under or out or in connection with these presents or touching or concerning the subscription meaning operation or effect thereafter of any matter contained therein or as to rights, duties or liabilities of the parties here to respectively of the parties, however in connection with this presents (except as to matters the decision of which is herein before specially provided for) the same shall be referred to the sole arbitration of any person appointed by the Registrar of Tezpur University. The award of the arbitration so appointed shall be final binding on the parties to these present. It is a term of these presents that no person other than a person appointed by the Registrar of Tezpur University would act as arbitration and if for any reason that is not possible that matter is not to be referred to arbitration at all.
4. Subject as aforesaid the Indian Arbitration Act 1940 shall apply to the arbitration proceedings under this clause. All legal disputes, if any, shall be settled in Tezpur, Assam, India
5. In WITNESS WHERE OF the parties hereto have set their hands the day and the year first above written.
6. This agreement under the above stated terms and condition is valid for all orders for journals (subscription period is either January-December 2019 or starting in 2019 and extended beyond) given to the supplier.



E. Subscription ID's:

1. The supplier shall submit publisher's subscription/Registration ID's of the subscribed Journals.

F. Payment:

1. Upon submission of subscription agent's invoice(s) along with original remittance certificate of bank, publishers' price proofs, dully signed agreement, RBI conversion certificate/ TT selling rate, Tezpur University shall release 90% payment advance against the Invoice(s). An amount of 10% of the total bill amount of the supplier will be withheld by Tezpur University as security deposit, which shall be released only after supply of all issues of the journals listed in the said order.
2. The security deposit amount (i.e., 10% of invoice) should be settled within *six months* after the subscription period.
3. The Vendor will submit the Bill/Invoice after making the advance payment on behalf of Tezpur University to respective Publisher within Thirty (15) days of order along with necessary document mentioned in above clause.

G. Online Activation:

1. The Online journals which are available free along with print subscription should be provided by the Vendor without charging any additional service charges.
2. The Vendor should provide online access to Tezpur University through following IP of TU or username & password within one month from the date of Agreement.

TU IP Ranges

- i) 014.139.219.241 - 014.139.219.254
 - ii) 202.141.075.161 - 202.141.075.174
3. The Vendor/Supplier must provide online access within 30 days from the date order.
 4. The Vendor/ Supplier shall provide links (URL) to subscribed online journals (Free against print) and ensure that online periodicals can be accessed through the same.

H. Delivery of Journals:

1. The Vendor/ Supplier shall supply all ordered Journals to Central Library, Tezpur University by registered/courier post at no additional cost.
2. The Vendor will ensure safe delivery of journals to the Central Library, Tezpur University along with a *Challan/ Delivery Proof in duplicate*. One copy of the Challan/ Delivery Proof will be returned back by Central Library, Tezpur University as a proof of receipt. It will be absolutely essential for the vendors to obtain acknowledgement from Central Library, Tezpur University as a proof of supply. The mailing address for supply of journals is as under:

Librarian
Central Library, Tezpur University
Napaam, Tezpur
Dist.: Sonitpur (Assam)
PIN-784028
INDIA

3. Vendor is required to inform the approximate date of the publication of each issue while accepting the order.
4. Every publication should be supplied within a *fortnight (15 days)* of its publication date. For any delay, a documentary proof showing the cause of the delay will have to be produced for consideration and taking appropriate action if warranted.
5. The supplier shall follow-up on those issues of journals which are delayed and / or not received from the publishers within six weeks from the expected date of publication, with due intimations to the Central Library, Tezpur University.

I. Inspection:





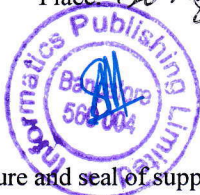
Acceptance of Terms and Condition of Subscription:

The vendor shall sign the terms and condition of subscription to journals if it is acceptable to him before the order is placed. Any other condition imposed by the agency on its own will not be valid.


I/we agree to abide by the terms and conditions mentioned above.

Signature of Witness
(Supplier/vendor)



1. Name: A N SATISH
Signature: 
Date: 04-09-19
Place: BANGALORE
2. Name: VINOD NAIK
Signature: 
Date: 04.09.19
Place: Bangalore




Signature and seal of suppliers/vendor

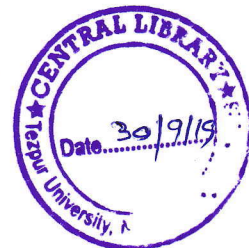
Name: SOJIMATHEW
Signature: 
Date: 04.09.2019
Place: BANGALORE

Signature of Witness
(Tezpur University)

1. Name: M. Egbal
Signature: 
Date: 30/09/19
Place: Napraam.
2. Name: P. Baemataj
Signature: 
Date: 30/09/19
Place: Napraam

Signature and Seal of Librarian, Tezpur University

Name: 
Signature: MUKESH SAIKIA
Date: 30/09/19
Place: Napraam



WB

ANNEXURE**IOPscience (APAC) 2018**

The parties agree that IOP Publishing's standard terms and conditions, version dated 27 November 2017, are part of the licence between them for access to IOPscience, together with this Annexure (together the "Licence").

The Licence is governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts. The Customer shall not be bound by this paragraph to the extent that compliance would violate any existing law, regulation, by-laws or articles of incorporation or other governing instrument.

The details of the Customer are as follows:

Name of the Customer
Tezpur University

Address of the Customer
Napaam, Tezpur, Assam 784 028, India

IP Addresses

14.139.219.241-254 ✓

210.212.10.96-127 ✓

210.212.10.80-95 ✓

202.141.75.160-175 ✓

202.141.129.16-31

Initial Term of Licence

1 January 2018 – 31 December 2018

Fees

The total fee (excluding any taxes) payable by the Customer under this Licence shall be as follows:

1 January 2018 – 31 December 2018 – GBP 5,600.00

20

FOR THE PUBLISHER: IOP PUBLISHING LIMITED

Name (in block capitals): STEVEN HALL Date: 16/5/18

Signature: *Steven Hall*

Position / Title: MANAGING DIRECTOR

FOR THE CUSTOMER: TEZPUR UNIVERSITY

Name (in block capitals): DR. MUKESH SAIKIA Date: 02/05/2018

Signature: *M Saikia 02/05/18*

Position / Title: LIBRARIAN

(Dr. M. Saikia)
Librarian
Tezpur University

ANNEXURE**IOPscience (APAC) 2018**

The parties agree that IOP Publishing's standard terms and conditions, version dated 27 November 2017, are part of the licence between them for access to IOPscience, together with this Annexure (together the "Licence").

The Licence is governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts. The Customer shall not be bound by this paragraph to the extent that compliance would violate any existing law, regulation, by-laws or articles of incorporation or other governing instrument.

The details of the Customer are as follows:

Name of the Customer

Tezpur University

Address of the Customer

Napaam, Tezpur, Assam 784 028, India

IP Addresses

14.139.219.241-254 ✓

210.212.10.96-127

210.212.10.80-95

202.141.75.160-175 ✓

202.141.129.16-31

Initial Term of Licence

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Fees

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1 January 2018 – 31 December 2018 – GBP 5,600.00

FOR THE PUBLISHER: IOP PUBLISHING LIMITED

Name (in block capitals): STEVEN HALL Date: 16/5/18

Signature: *Steven Hall*

Position / Title: MANAGING DIRECTOR

FOR THE CUSTOMER: TEZPUR UNIVERSITY

Name (in block capitals): DR. MUKESH SAIKIA Date: 02/05/2018

Signature: *M Saikia*

Position / Title: LIBRARIAN

(Dr. M. Saikia)
Librarian
Tezpur University



IOP Publishing

To whom so it May Concern

Access activation: Pleased be noted that eSS IOP Science collection at Tezpur University, since this is a renewal, your access has continued since January 2020, we have not cut access.

Any questions please feel free to contact the undersigned.

Sincerely yours

Arti Manoja
Account Manager, IOP Publishing
T:+9811554999, E: arti.manjora@iop.org W:ioppublishing.org

Name (in block capitals):

Date:

Signature:


Position / Title:

FOR THE CUSTOMER: TEZPUR UNIVERSITY

Name (in block capitals): MUKESH SAIRIA

Date: 12/10/2020

Signature:



Position / Title:

Librarian

14th October 2020

To

Tezpur University

The Librarian, Central Library

Napaam, Sonitpur,

Tezpur – 784028

Assam.

Activation Certificate

Dear Sir,

We have activated the Manupatra Subscription to Tezpur University which will be effective for the period 15th October 2020 to 14th October 2021

Please find below the details of Subscription plan.

Subscription Plan: IP Based Subscription (Full site)

Please do reach us for any clarification.

Thanks & Regards



Authorized Signatory

For Manupatra Information Solutions Pvt.Ltd.

Manupatra Information Solutions Pvt. Ltd.

Regd. Off.: E-192, New Rajender Nagar, New Delhi-60 Corp. Off.: B-37, Sector - 1, NOIDA - 201301, U.P., India
Tel.: +91 120 4014444, Fax: +91 120 4014512 Toll Free: 1800 103 3550
CIN No.: U74899DL2000FTC106392 Email: contact@manupatra.com
www.manupatra.com

TERMS AND CONDITIONS FOR THE SUBSCRIPTION /RENEWAL OF PRINT JOURNALS

This agreement will be applicable to M/s SAGE Publications India Pvt. Ltd for supply of journals against the subscription order(s) for the year 2016.

A General:

1. All subscription must be entered in the name of Central Library, Tezpur University in records of the respective publishers.
2. Publisher(s) shall submit their invoices within *fifteen days* from date of order along with price proof.
3. Rates quoted should include all taxes.
4. The Publisher(s) shall submit subscription/Registration ID's of the subscribed Journals.

B. Subscription Period:

1. All journals are to be renewed for the calendar year January to December or a complete volume as specified in the order. Supply of the periodicals should commence from the issue number 1 of the volume starting during the year unless specified otherwise.

C. Payment:

1. Tezpur University shall release 100% advance payment against the Invoice(s).

D. Online Activation:

1. The Online journals which are available free along with print subscription should be provided by the publishers without charging any additional service charges.
2. The publisher(s) should provide online access to Tezpur University through following IP of TU or username & password within one month from the date of order for subscribed journals only.

TU	IP Ranges
i)	014.139.219.241 - 014.139.219.254
ii)	202.141.075.161 - 202.141.075.174
iii)	202.141.129.017 - 202.141.129.030
iv)	210.212.010.097 - 210.212.010.126

3. The publisher(s) must provide online access within 30 days from the date order.
4. The publisher(s) shall provide links (URL) to subscribed online journals (Free against print) and ensure that online periodicals can be accessed through the same.

E. Delivery of Journals:

1. The publisher(s) shall supply all ordered Journals to Central Library, Tezpur University by registered/courier post at no additional cost.
2. The publisher(s) will ensure safe delivery of journals to the Central Library, Tezpur University along with a *Challan/ Delivery Proof in duplicate*. One copy of the Challan/ Delivery Proof will be returned back by Central Library, Tezpur University as a proof of receipt. It will be absolutely essential for the vendors to obtain acknowledgement from Central Library, Tezpur University as a proof of supply. The mailing address for supply of journals is as under:

Librarian
Central Library, Tezpur University
Napaam, Tezpur
Dist.: Sonitpur (Assam)
PIN - 784028

3. The publisher(s) is required to inform the approximate date of the publication of each issue while accepting the order.
4. Every publication should be supplied within a *month* of its publication date. For any delay, a documentary proof showing the cause of the delay will have to be produced for consideration and taking appropriate action if warranted.

F. Inspection:

1. Periodicals/ Journals will be accepted only after the inspection at the Central Library, Tezpur University either by Librarian or authorized representative of Tezpur University.

G. Missing Issues, Delay in Supply and Security Deposit:

1. The publisher(s) shall monitor claims for missing issues of journals, if any and arrange to provide replacements within reasonable period. Refund of missing/damage issues of journals shall be made within three months from the respective dates of their publication.
2. The publisher(s) shall have to accept full responsibility for the refund in full in cases where no issue or substantial number of issues of a journal are not supplied to the Library. In case of incomplete supplies, subscription cost for missing issues must be *refunded within three months* from respective date of their publication.
3. The publisher(s) shall refund to Tezpur University full amount of subscription fee(s) of journal/s which do not start *within three months after receipt* of payment from Tezpur University and from date of publication, whichever is later.
4. The university reserves the right to cancel the subscription order without any notice, if the publisher(s) fails to process the subscription and submit the invoice along with supporting document's, within 15 days after the receipt of the confirm order of Tezpur University.

H. Penalty Clause:

1. In the event of any breach of trust and violation of mutually agreed/accepted terms and conditions as started above, both the publishers and subscriber shall be subject to court of law governed by the laws of India.
2. All legal disputes, if any, shall be settled in Tezpur, Assam, India.

1. Acceptance of Terms and Condition of Subscription:

1. The Publisher(s) /vendor shall sign the terms and condition of subscription to journals if it is acceptable to him before the order is placed. Any other condition imposed by the agency on its own will not be valid.

I/we agree to abide by the terms and conditions mentioned above.

Signature and seal of Publisher(s)/vendor(s)

Name: Ms. Sonia Kumar

Signature:

Date: 10-05-2016

Place: New Delhi

Signature and Seal of Librarian, Tezpur University

Name: Dr. Mukesh Saikia

Signature:

Date: 26.06.16

Place: Napaam



To,
The Librarian
Central Library, Tezpur University
Napaam, Tezpur
Dist: Sonitpur (Assam)
Pin- 784028

TEZPUR UNIVERSITY LIBRARY
Receipt No. 9191
Date of Receipt 16/11/17

TERMS AND CONDITIONS FOR THE SUBSCRIPTION /RENEWAL OF PRINT JOURNALS

This agreement will be applicable to M/s SAGE PUBLICATIONS INDIA PVT. LTD. – NEW DELHI for supply of journals against the subscription order(s) for the year 2017.

A General:

1. All subscription must be entered in the name of Central Library, Tezpur University in records of the respective publishers.
2. Publisher(s) shall submit their invoices within *fifteen days* from date of order along with price proof.
3. Rates quoted should include all taxes.
4. The Publisher(s) shall submit subscription/Registration ID's of the subscribed Journals.

B. Subscription Period:

1. All journals are to be renewed for the calendar year January to December or a complete volume as specified in the order. Supply of the periodicals should commence from the issue number 1 of the volume starting during the year unless specified otherwise.

C. Payment:

1. Tezpur University shall release 100% advance payment against the Invoice(s).

D. Online Activation:

1. The Online journals which are available free along with print subscription should be provided by the publishers without charging any additional service charges.
2. The publisher(s) should provide online access to Tezpur University through following IP of TU or username & password within one month from the date of order for subscribed journals only.

TU	IP Ranges
i)	014.139.219.241 - 014.139.219.254
ii)	202.141.075.161 - 202.141.075.174
iii)	202.141.129.017 - 202.141.129.030
iv)	210.212.010.097 - 210.212.010.126

3. The publisher(s) must provide online access within 30 days from the date of payment received.
4. The publisher(s) shall provide links (URL) of subscribed online journals (Free against print) and ensure that online periodicals can be accessed through the same.

E. Delivery of Journals:

1. The publisher(s) shall supply all ordered Journals to Central Library, Tezpur University by registered/courier post at no additional cost.



SAGE Publications India Pvt Ltd
B-1/I-1, Mohan Co-operative Industrial Area
Mathura Road, Post Bag No 7
New Delhi 110 044
Tel: (+91 11) 4053 9222
Fax: (+91 11) 4053 9234
sagepublishing.com

CIN: U74899DL1981PTC012121

Los Angeles | London | New Delhi
Singapore | Washington DC | Melbourne



Signature and seal of Publisher(s)/vendor(s)

Name:

SUNIL RASTOGI

Signature:

Date:

28/03/17

Place:

NEW DELHI



Signature and Seal of Librarian, Tezpur University

Name:

MONAWWER FOBAL

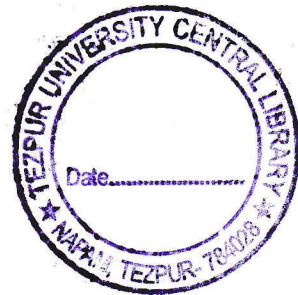
Signature:

Date:

16/11/17

Place:

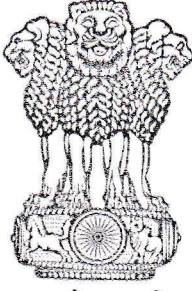
Tezpur



SAGE Publications India Pvt Ltd
B-1/I-1, Mohan Co-operative Industrial Area
Mathura Road, Post Bag No 7
New Delhi 110 044
Tel: (+91 11) 4053 9222
Fax: (+91 11) 4053 9234
sagepublishing.com

CIN: U74899DL1981PTC012121

Los Angeles | London | New Delhi
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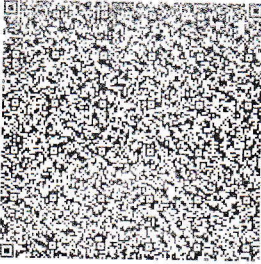
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL18030156726368Q
Certificate Issued Date : 23-Apr-2018 07:30 PM
Account Reference : IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL73210339824267685688Q
Purchased by : SAGE PUBLICATIONS INDIA PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SAGE PUBLICATIONS INDIA PVT LTD
Second Party : Not Applicable
Stamp Duty Paid By : SAGE PUBLICATIONS INDIA PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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

(TERMS AND CONDITIONS FOR THE SUBSCRIPTION /RENEWAL OF PRINT JOURNALS)

This agreement will be applicable to M/s SAGE Publications India Pvt Ltd – New Delhi for supply of journals against the subscription order(s) for the year 2018.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

- 3. The publisher(s) is required to inform the approximate date of the publication of each issue while accepting the order.
- 4. Every publication should be supplied within a *fortnight (15 days)* of its publication date. For any delay, a documentary proof showing the cause of the delay will have to be produced for consideration and taking appropriate action if warranted.

F. Inspection:

- 1. Periodicals/ Journals will be accepted only after the inspection at the Central Library, Tezpur University either by Librarian or authorized representative of Tezpur University.

G. Missing Issues, Delay in Supply and Security Deposit:

- 1. The publisher(s) shall monitor claims for missing issues of journals, if any and arrange to provide replacements within reasonable period. Refund of missing/damage issues of journals shall be made within three months from the respective dates of their publication.
- 2. The publisher(s) shall have to accept full responsibility for the refund in full in cases where no issue or substantial number of issues of a journal are not supplied to the Library. In case of incomplete supplies, subscription cost for missing issues must be *refunded within three months* from respective date of their publication.
- 3. The publisher(s) shall refund to Tezpur University full amount of subscription fee(s) of journal/s which do not start *within three months after receipt* of payment from Tezpur University and from date of publication.
- 4. The university reserves the right to cancel the subscription order without any notice, if the publisher(s) fails to process the subscription and submit the invoice along with supporting document's, within 15 days after the receipt of the confirm order of Tezpur University.

H. Penalty Clause:

- 1. In the event of any breach of trust and violation of mutually agreed/accepted terms and conditions as started above, both the publishers and subscriber shall be subject to court of law governed by the laws of India.
- 2. All legal disputes, if any, shall be settled in Tezpur, Assam, India.

1. Acceptance of Terms and Condition of Subscription:

- 1. The Publisher(s) /vendor shall sign the terms and condition of subscription to journals if it is acceptable to him before the order is placed. Any other condition imposed by the agency on its own will not be valid.

I/we agree to abide by the terms and conditions mentioned above.

Signature and seal of Publisher(s)

Name: 

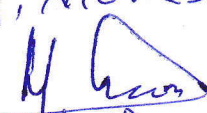
Signature: 

Date:

Place:

Signature and Seal of Librarian, Tezpur University

Name: DR, MUKESH SAIKIA

Signature: 

Date: 11/06/28

Place: T.U., Napaam

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3.1.3 except as permitted by Section 2 or by applicable law or this License Agreement, re-distribute, reproduce, or transmit the Content by any means including electronic (e. g., via e-mail, FTP) nor post it on personal or public websites or on public networks,

3.1.4 systematically download any Content to its own or any third-party server, use routines designed to continuously and automatically search and index the Content (full text and meta data), such as web-crawling or spider programs or engage in any activity likely to burden the Platforms, except as expressly allowed in the License Agreement,

3.1.5 directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access; or

3.1.6 otherwise use the Content in a manner that would infringe the copyright or other proprietary rights contained therein.

4. Rights and Obligations of Licensor

4.1 Licensor may control access to the Content through Internet Protocol ("IP") authentication or another identification method reasonably determined by Licensor.

4.2 Licensor reserves the right to monitor, investigate and analyze all available data including logfiles to detect misuse of the Content.

4.3 Where feasible, Licensor shall collect data on usage of the Content and process these according to the COUNTER Code of Practice and according to applicable privacy and data protection laws (the "Usage Data"). The Usage Data will be made available for download by Licensee through a secure website, provided that these statistics are strictly for the Licensee's own internal use and Licensor shall not be required to disclose any information to the Licensee which it is prohibited from disclosing to the Licensee due to any legal or regulatory constraint imposed upon it, including without limitation any applicable privacy or data protection legislation or regulations or contractual obligations.

4.4 Licensor shall use reasonable efforts to provide online access to the Content through the Platforms, subject to periodic unavailability due to (a) unexpected technical issues outside of Licensor's control, and (b) server and software maintenance; and to restore access to the Content as promptly as possible in the event of an interruption or suspension of access to the Platforms. In the event that Licensor ceases to provide access to Continuing Access and/or Archive Content as a standard offering through the Platforms, Licensor may provide such Content to Licensee on physical media, or through other means, which may include, without limitation, access through the digital preservation services referred to in Section 4.5 below, to the extent Licensor's rights to the Content permit.

4.5 Licensor cooperates with a number of digital preservation services (e.g. CLOCKSS and Portico) for the preservation of certain online products of Licensor. In the case of a triggering event set forth in Licensor's agreements with the digital preservation services, Licensee may be entitled to access the Content pursuant to such agreements. It is in Licensor's sole discretion to enter into or to continue such agreements.

4.6 Licensor reserves the right to discontinue publication or distribution of any part of the Content and to withdraw, edit, amend or retract any part of the Content to which it no longer retains the right to publish or which it reasonably believes is incorrect or may give rise to a legal claim.

Certificate Of Completion

Envelope Id: EF15E207CA6B44249013976863E2BBAA
 Subject: LID 41808 / Tezpur University / SN license for signing
 Order Number:
 Source Envelope:
 Document Pages: 11
 Certificate Pages: 2
 AutoNav: Enabled
 Enveloped 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 12, 2020 | 10:17

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

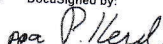
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Signature Adoption: Pre-selected Style
 Using IP Address: 14.139.219.242

Timestamp

Sent: October 12, 2020 | 10:17
 Viewed: October 13, 2020 | 13:31
 Signed: October 13, 2020 | 13:33

DocuSigned by:

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Signature Adoption: Drawn on Device
 Using IP Address: 213.71.6.130

Sent: October 13, 2020 | 13:33
 Viewed: October 13, 2020 | 14:53
 Signed: October 13, 2020 | 14:53

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 12, 2020 | 10:17

LICENSE AGREEMENT THIEME INSTITUTIONAL SALES

between

Georg Thieme Verlag KG, a company
Rüdigerstraße 14, D-70469 Stuttgart, Germany

– hereinafter referred to as the “Publisher” –

and

Tezpur University
Tezpur -784028, Assam

– hereinafter referred to as the “Licensee” –

1. Subject of the Agreement

1.1 The Publisher, as the owner of the reproduction rights, hereby grants the Licensee a restricted, non transferable, non-exclusive right to use the digitalised online edition of the Publisher’s works and/or web-based software applications, including any new editions/updates developed by the Publisher, under the terms and conditions specified below (hereinafter called the “Licensed Works”).

The Licensed Works are listed in a separate Attachment. Any additional works will be licensed by means of a supplement or amendment to said Attachment, by mutual consent between the Parties; the terms of the present Agreement shall also apply to any additional works.

The rights of use granted to the Licensee with regard to authorized persons or sites are specified in the **Attachment**.

1.2 The Publisher will usually make the Licensed Works available on a server so that said works can be accessed via the Internet. All persons authorized to use said works may display the Licensed Works by means of read-only access, and they may also locally store or print out individual articles and other items in a reasonable number for individual use. These articles may, however, not be stored in electronic or electromagnetic form beyond this limit, and no further reproductions of these articles or the Licensed Works (not even in part) shall be permitted.

In principle, the Licensee may access the Licensed Works via the Internet Protocol (hereinafter, “IP”) addresses (authentication via the IP address) to be indicated by the Licensee. However, the Licensee may also access the licensed works via passwords in individual cases.

1.3 The Licensed Works are copyright-protected. Any further use or the transfer of the rights of use is subject to the prior written consent of the Publisher.

2. Provision of the Licensed Works

The Publisher will make the Licensed Works available for access on the agreed date of provision, but no earlier than within five (5) business days following receipt of the signed Agreement. The date of provision regarding the Licensed Works is indicated in the **Attachment**.

The Licensee will notify the Publisher of the necessary information (such as IP address, system administrator, relevant contact addresses, etc.) no later than two (2) weeks prior to the date of provision of the Licensed Works.

3. License Fee – Adjustment – Due Date

3.1 The license fee for the Licensed Works to be paid per calendar year is stipulated in the **Attachment**. In addition, the relevant factors with regard to the license fee when this Agreement is concluded are also indicated in the **Attachment**.

In the event that the license fee – as indicated in the **Attachment** – depends on the number of sites of the Licensee, the number of authorized persons, the total number of staff, or any other factor, the Licensee will notify the Publisher of any material change without delay. The term ‘material’ – in relation to the relevant Licensed Work – means any change in relation to the number of authorized persons or to the total number of staff with regard to the threshold value indicated in the **Attachment**, or any change in the number of sites, or any change with regard to other factors. In this case, the Publisher will be entitled to adjust the license fee at its own reasonable discretion. It will be obliged to do so if any changes arise in favor of the Licensee. Such adjustment will be made with effect from the calendar year following the year in which the adjustment has occurred. If the Licensee fails to notify the Publisher of any change that has occurred in its favor, the Licensee may only request an adjustment from the point in time when the change notice has been received.

3.2 In addition to the license fee according to section 3.1 – in connection with the Attachment specified therein –, any VAT or other sales tax amount that may have accrued under the relevant statutory requirements must be paid in the respective statutory amount.

3.3 The Publisher will charge the license fee for all Licensed Works on a yearly basis and in advance, i.e. on a prorata basis for the respective work – or as indicated in the **Attachment** –, in the year when the Agreement is concluded, including any VAT or sales tax accrued, and will be due for payment thirty (30) days after the invoice date without deduction.

3.4 The Licensee may only offset any claim against the Publisher if such claim is uncontested or has been adjudicated by means of a final (non-appealable) judgement of a court of law. The Licensee is not entitled to enforce any rights of retention.

3.5 The Publisher may adjust the license fee for the Licensed Works annually as indicated in the Attachment at its own reasonable discretion. The Publisher will notify the Licensee of any increase in the license fee no later than four (4) months prior to the effective date of such increase so that the Licensee may (if necessary) avail itself of its right of termination, in accordance with section 5.1.

3.6 The Licensee may interact directly with the Publisher or through a sales agency or similar agent. If a sales agency is involved the Publisher balances its services and performances with the sales agency and the sales agency with the Licensee. Sections 3.1 to 3.5 shall not apply between the Publisher and the Licensee; only the trading terms and conditions agreed in the respective contractual relationship apply.

4. Limitation of Liability

4.1 The Publisher will eliminate any defects in the online edition of the Licensed Works provided that the Licensee has notified the Publisher in the context of the customary changes/updates of the Publisher. No-fault liability will not apply.

4.2 In the event of any disturbance with regard to the server of the Publisher, the obligation to pay the license fee will be reduced to the extent of such disturbance, until such disturbance has been eliminated. This shall not apply to disturbances which are of minor importance in relation to the term of this Agreement, or in the case of routine maintenance work.

Furthermore, both Parties may terminate this Agreement without notice with regard to the Licensed Works affected by such disturbance if the disturbance has not been eliminated within one (1) month.

4.3 The Licensee is not entitled to enforce any claims for damages, regardless of the cause in law. This shall not apply in cases of wilful intent or gross negligence, injury to life, body or health, liability under the applicable product liability act, or any guarantee assumed, or any damage caused by a culpable breach of material contractual obligations, or in any other case where liability is mandatory under applicable law. Liability for breach of material contractual obligations shall, however, be limited to reimbursement of the foreseeable damage that is typical under the Agreement unless the damage has been caused by wilful intent or gross negligence, or if liability is mandatory in the case of injury to life, body or health.

No reversal of the burden of proof is required with regard to the above terms.

5. Term of the Agreement – Termination

5.1 This Agreement is concluded for an indefinite period and may be terminated by either Party with three (3) months' notice to the end of a calendar year, and, on the first occasion, with effect from the point in time indicated in the Attachment.

If, for the termination of individual Licensed Works, no separate license fee is specified in the Attachment for the terminated works, the Publisher will be obliged to adjust the license fee at its own reasonable discretion in such a case.

5.2 Each notice of termination must be made in the written form.

6. Final Provisions

6.1 The Licensee will treat as confidential any commercial, technical or other information - including the terms of this Agreement - which the Licensee has become aware of during this contractual relationship. This shall also apply to the period following the termination of the Agreement.

6.2 The Publisher is entitled to transfer the contractual relationship to a third party in the event of any disposal of the Licensed Works. The third party receiving the Licensed Works will become the exclusive contracting party of the Licensee, including all rights and obligations resulting from the contractual relationship.

6.3 The provisions of substantive law applicable within the Federal Republic of Germany shall apply exclusively, and the principles of the conflict of laws under private international law, which would justify the applicability of foreign law, shall not apply.

6.4 Any amendments or supplements to this Agreement must be made in the written form to be legally effective. No verbal ancillary agreements have been made.

6.5 If any of the provisions of this Agreement is held to be or becomes invalid, this will not affect the legal effectiveness of the other terms of this Agreement. The voided provision will be replaced by a provision which is as close as possible to the intended commercial purpose of the voided provision in a legally permissible manner. This shall also apply to any gaps in the Agreement

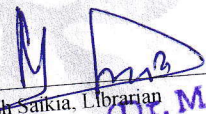
Assam,

Dr. Mukesh Saikia, Librarian
Tezpur University

Stuttgart,

Gaurav Singhal
Georg Thieme Verlag KG

Maja Laisse
Georg Thieme Verlag KG


(Dr. M. Saikia)
Librarian
Tezpur University

Attachment to the License Agreement

between

Georg Thieme Verlag KG, a company

and

Tezpur University

a) Cf. 1.1 Licensed Works

Thieme eJournals

1. Synlett (1)

According to the Thieme eJournals brochure.

b) Cf. 1.1 Sites and IP-addresses of the licensee:

Tezpur University, Tezpur -784028,
IP address: 014.139.219.241-014.139.219.254
202.141.075.161-202.141.075.174

A Site is defined as onè campus or physical location with a specific address. Within a Site the terminals are connected by a local area network or similar means.

The signatory confirms that access to the licensed Works is strictly limited to the Sites and IP addresses as specified in this Attachment.

c) Cf. 1.1 Authorized Users:

Authorized Users are defined as permanent or temporary employees, including students, who work within the premises of the sites given above. For academic institutions walk-in members of the general public are considered Authorized Users only when using Licensee's terminal within the sites of the Licensee given above. Making available the licensed Works to the Authorized Users outside the locations of the Licensee (e. g., remote access via virtual private network) shall be permitted.

d) Cf. 2 Date of Provision

01.01.2020

e) Cf. 3.1 License Fee

The license fee for the year 2020 is INR 268,308/- excl. VAT. This price includes one print subscription.

This license fee has been calculated based on the number of print subscriptions as indicated above. If this number of print subscriptions deviates from the actual and current number of print

subscriptions, the publisher is entitled to adjust the annual license fee accordingly and with immediate effect.

Access to back volumes prior to 2020 is not included

f) Cf. 3.1 Material Changes

An additional and separate License Agreement is needed if the Licensee intends to include Sites that are not part of this agreement.

g) Cf. 5.1 Termination of the License Agreement

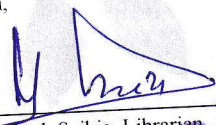
on the first occasion effective for 31.12.2020.

h) Additional Agreements

On termination of this Agreement the Publisher shall provide continuing access for Licensee to that part of the licensed material which was published within the subscription period, either from the Publisher's server or from a third party's server for a period of five years, beginning with the termination of this Agreement, or by supplying electronic files to the Licensee.

After expiry of the five years the Licensee has the option to continue using the licensed material from Publisher's server against payment of an annual maintenance fee or Publisher provides the licensed material against the payment of an one-off fee.

Assam,

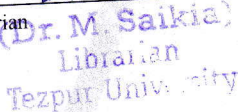

Dr. Mukesh Saikia, Librarian
Tezpur University

Stuttgart

Gaurav Singhal
Georg Thieme Verlag KG

Stuttgart

Maja Laisse
Georg Thieme Verlag KG

29/10/2020


(15)

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7. In the event that this License is executed in English and in a translated version, each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects. If there is any discrepancy between these two versions, the English language version shall prevail to the extent of the inconsistency.

AGREED AND ACCEPTED
TEJPUR UNIVERSITY

Signature: _____

Name: DR. MUKESH SAIKIA

Title: Librarian

Date: 12/07/2018

WILEY SUBSCRIPTION SERVICES, INC.

Signature: _____

Name: Ben Townsend

Title: Vice President, Global Library Sales

Date: _____



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