



## ELSEVIER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") is entered into as of 14 June 2023 by and between **K R Mangalam University**, Sohna Road, Gurugram, Haryana, 122103, India (the "Subscriber"), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands ("Elsevier").

The parties hereto agree as follows:

### SECTION 1. SUBSCRIPTION.

#### 1.1 *Subscribed Products*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 ("Subscribed Products") and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

#### 1.2 *Authorized Users/Sites*

Authorized Users are the full-time and part-time students, faculty, staff and researchers of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber's locations listed on Schedule 2 (the "Sites") and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use ("Walk-in Users").

#### 1.3 *Authorized Uses*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User; and
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier.

The Subscriber may:

- (i) extract and index Affiliation Data (as defined below) from the Scopus® online service respecting published journal articles, abstracts, conference proceedings, technical reports, presentations/lectures, and other research and intellectual output as published for the Subscriber by its affiliated authors, to load in, make publicly accessible from at no charge, and store in perpetuity in, the Subscriber's secure database system that Subscriber uses to collect, preserve and disseminate information about the intellectual output of the Subscriber's institute(s) ("Institutional Repository"), provided that the display of any Affiliation Data will at all times include (if available) the associated Digital Object Identifier ("DOI"), and (ii) incorporate links in Affiliation Data to the relevant landing page in Scopus from which such Affiliation Data was extracted. "Affiliation Data" will be limited to the following bibliographic metadata: author name, author profile number, author country of residence, author affiliation, document title, document publication year, source title, volume, issue, pages, source and document type, publisher, ISSN, DOI, subject category (ASJC). CAS registration numbers, author contact information, author profiles, non-English language tags, chemical names and controlled vocabulary are excluded.

  
Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram, India

#### 1.4 *Restrictions on Use of Subscribed Products.*

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work and/or service (including resulting from the use of artificial intelligence tools), based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, tools, or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Subscribed Products;
- use the Subscribed Products in combination with an artificial intelligence tool (including to train an algorithm, test, process, analyse, generate output and/or develop any form of artificial intelligence tool);
- post individual items from the Subscribed Products on social networking sites; or
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Subscribed Products.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

#### 1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

## **SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.**

#### 2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorised representative of Elsevier in the Netherlands.

#### 2.2 *Quality of Service.*

Elsevier will use reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

#### 2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false or infringing.

#### 2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the Subscriber's usage activity available as described at

[https://www.elsevier.com/sc\\_usage\\_reports](https://www.elsevier.com/sc_usage_reports). Such reports may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the purpose of usage analysis of the Subscriber.

### SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

#### 3.1 Authentication.

Access to the Subscribed Products will be authenticated by the use of Internet Protocol ("IP") address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is limited to fixed terminals/workstations at the Sites only. Remote access to the Subscribed Products by Walk-in Users is not permitted. The distribution of usernames passwords and other access credentials to such Authorized Users or otherwise made discoverable by those Authorized Users is not permitted.

#### 3.2 Protection from Unauthorized Access and Use.

The Subscriber will:

- take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber's credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
  - limiting access to and use of the Subscribed Products to Authorized Users and notifying all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
  - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
  - providing true, complete and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.
- immediately deactivate any credentials when no longer needed or where access presents a security risk;
- implement and maintain its own appropriate program for credentials management and ensure access to the Subscribed Products via such credentials is reviewed on an appropriate basis; and
- promptly upon discovering itself, or being notified by Elsevier or a third party, that there has been unauthorized use of the Subscribed Products or a security issue permitting unauthorized use, Subscriber will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to, implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, Subscriber must promptly notify Elsevier of the unauthorized use. Subscriber will cooperate with Elsevier and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third party provider the Subscriber engages, in particular, if such third party provider supplies and manages IP addresses.

### 3.3 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which will be reviewed by the Subscriber periodically, and if appropriate, tested and updated, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a failure of such safeguards if such failure results in a compromise of the confidentiality or security of any Elsevier Content provided hereunder and cooperate with Elsevier's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. For the purpose of this Section 3.3, "Elsevier Content" means any material or information which Elsevier provides or makes available to the Subscriber in connection with the Subscribed Products and performance of this Agreement.

## **SECTION 4. FEES AND PAYMENT TERMS.**

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within ninety (90) days of date of invoice. Late payments will be subject to interest charges of 1% per month on the unpaid balance. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days' prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or 2) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of the Subscriber's access for non-payment or on any other grounds provided herein is without prejudice to the Subscriber's obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Subscriber acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding, tax deducted at source (TDS) and similar taxes and the Subscriber will be liable for any such taxes in addition to the Fees.

## **SECTION 5. DURATION.**

### 5.1 *Term.*

The term of this Agreement will commence on 25 June 2023 and continue through and including 24 June 2024 ("Initial Term").

### 5.2 *Renewal.*

After the Initial Term, this Agreement will be automatically renewed for successive one-year terms (each a "Renewal Term"), and the Fees will be increased by the then current standard Elsevier price increase, unless either party gives notice to the other no later than ninety (90) days prior to the end of the then current term that it does not intend to renew. The Initial Term and each Renewal Term are collectively the "Term".

## **SECTION 6. ELSEVIER WARRANTIES AND INDEMNITIES.**

### 6.1 *Warranties.*

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party.

6.2 *Indemnities.*

Elsevier will indemnify, defend and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability and expenses (including reasonable attorneys' fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED "AS IS" AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

**SECTION 7. GENERAL.**

7.1 *Force Majeure.*

Neither party's delay or failure to perform any provision of this Agreement (other than payment obligations) as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being "Force Majeure") will be deemed a breach of this Agreement. Notwithstanding the foregoing, a party's financial inability to perform its obligations will in no event constitute a Force Majeure.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders or Subscriber terms, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

7.5 *Assignment.*

The Subscriber will not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of Elsevier, which consent will not unreasonably be withheld.

7.6 *Privacy.*

To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Subscriber acknowledges that such information will be collected, used and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Subscribed Products.

7.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, Elsevier (Singapore) Pte Ltd., 3 Killiney Road, #08-01, Winsland House I, 239519, Singapore.

If to the Subscriber: K R Mangalam University, Sohna Road, Gurugram, Haryana, 122103, India.

7.8 *Confidentiality.*

The Subscriber and its employees, officers, directors and agents will maintain as confidential and not disclose to any non-affiliated third party without Elsevier's prior written consent the financial terms and commercial conditions of this Agreement. Elsevier may only disclose such information (i) to applicable service providers to the extent necessary to perform their functions in support of this Agreement and (ii) where reasonably necessary to address security, safety, fraud or other legal issues.

7.9 *Compliance with Laws.*


Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

7.10 Execution.

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures

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

K R MANGALAM UNIVERSITY  
(Subscriber)

  
Associate Dean - Research  
K.R. Mangalam University  
Sohna Road, Gurugram  
Haryana 122103

Name: Dr. Pawan Kumar  
Title: Associate Dean Research

ELSEVIER B.V.  
(Elsevier)

Name: Massimiliano Madama  
Title: SVP Global Sales Effectiveness and Services

No. 1-22453926214

  
Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram, (Haryana)

ELSEVIER SUBSCRIPTION AGREEMENT  
Schedule I  
Subscribed Products/Access/Fees

K R MANGALAM UNIVERSITY

No. I-22453926214

Subscribed Products - publisher	Access	25/06/ 2023 - 24/06/2024
Scopus® - Elsevier B.V.	scopus.com	USD \$15,100.00
<b>TOTAL FEES</b>		<b>\$15,100.00</b>

  
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K.R. Mangalam University  
Sahana Road, Gurugram, Haryana



**ELSEVIER SUBSCRIPTION AGREEMENT**  
**Schedule 2**  
**Sites/Authentication/Contacts**

**Subscriber:** K R Mangalam University

<b>Sites:</b>	<b>#Auth. Users:</b>	<b>Authentication:</b>
Sohna Road, Gurugram, Haryana, 122103, India	500	103 94 67 26, 103 94 67 130 krmangalam.edu.in

Estimated total number of Authorized Users for Scopus: 500

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

**Primary Contact**

Name: Pawan Kumar  
Title: Associate Dean Research  
Name/Address (if different from Section 7.7):  
E-mail: [associate.deanresearch@krmangalam.edu.in](mailto:associate.deanresearch@krmangalam.edu.in)  
Phone: 98712 57757

**Billing Contact**

Name: Pawan Kumar  
Title: Associate Dean Research  
Name/Address (if different from Section 7.7):  
E-mail: [associate.deanresearch@krmangalam.edu.in](mailto:associate.deanresearch@krmangalam.edu.in)  
Phone: 98712 57757

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.

  
Registrar  
K.R. Mangalam University  
Sohna Road, Gurugram, Haryana

Original Bill No. KNM/23-24/67		GSTIN.: 07AAECK5485A1ZN PAN: AAECK5485A						
		Date:-	29-Jun-23					
			OU:KRMUL					
			Order Reff:KN-2024/67					
<b>Bill To</b> K. R. Mangalam University Sohna Road, Gurugram, Haryana Sohna Rural, Sohna, Haryana 122103.								
<b>GSTIN- NA</b>								
<b>Ship To</b> K. R. Mangalam University Sohna Road, Gurugram, Haryana Sohna Rural, Sohna, Haryana 122103.								
<b>GSTIN- NA</b>								
<b>Subscription Period</b> 1 Year								
<b>TAX INVOICE</b>								
Particulars	HSN/SAC	Tax Rate	Basic Value	IGST	Total Amount (INR)			
mLibrary Premium	998314	18%	275,424	49,576	325,000			
<b>Total Amount</b>					325,000			
<b>Amount Payable (In words):</b> INR: Three Lac and Twenty Five Thousand Only.								
Accounts Deptt.								
<b>Terms &amp; Conditions :-</b>								
1. ACCESS: The Access set up will take 8-10 working days post NEFT transfer/cheque encashment. 2. GST is applicable @ 18% on Online Information Retrieval/E-Database (OIDAR). GST Input Credit shall be available on the basis of tax invoice. 3. TAXES : All Direct/Indirect Tax obligations arising in India on online information retrieval/eJournal/eDatabase (OIDAR) subscription shall be the responsibility of and borne by the subscriber as reflected in our tax invoice. 4. JURISDICTION : All claims/disputes shall be subject to Delhi Jurisdiction only.								
<b>For Any Queries or Questions Contact</b>								
<b>KNIMBUS ONLINE PVT. LTD</b>  Unit No. 408 B, 4th Floor,  Southern Park, D-2 Saket, New Delhi-110017 Ph : 011 43176743 Email:- invoice@knimbus.com CIN No : U72900DL2011PTC227576			<b>Bank account details</b>  Cheque / DD  Payable at Name of Bank: Account Number: Type of account: IFSC Code:  Branch:			KNIMBUS ONLINE PRIVATE LIMITED  Gurgaon HDFC BANK LTD 00-448-6300-01-000 Current HDFC0000044 A-12, Arjun Marg, DLF Phase 1, Gurgaon-122002		



# IntOrg Technologies Pvt. Ltd.

PAN NO: AAECI4371D

GSTIN : 09AAECI4371D1Z0  
State : UttarPradesh

## Tax Invoice

Invoice No : ITPL/2023-24/0101	Transportation Mode
Invoice date : 17/07/2023	Vehicle Number
PO No : KRMU/002	Date Of Supply : 17/07/2023
PO Date : 13/07/2023	

State : Haryana	State Code : 29	Place of Supply : Gurugram
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Details of Receiver/Billed to		Details of Consignee/Shipped to	
Name : KR Mangalam University	Name : KR Mangalam University	Address : KR Mangalam University Sohna, Gurugram-122103 Haryana	Address : KR Mangalam University Sohna, Gurugram-122103 Haryana

GSTIN : URP		GSTIN : URP	
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State : Haryana	State Code : 29	State : Haryana	State Code : 29
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S.No	Name of Product/ Services	HSN/ SAC	UOM	Qty Nos	Rate in Rs	Amount	Less: Discount	Taxable Value	CGST		SGST		IGST		Amount
									Rate	Amt	Rate	Amt	Rate	Amt	
1	SigmaPlot 15-Single user Perpetual License	85238 020		1	70000.00	70000.00		70000.00					18%		
Total					1			70000.00					12600		82600.00

Total Amount in Rupees: Eighty Two Thousand and Six Hundred only.

Total Amount before Tax	70000.00
Add CGST	-
Add SGST	-
Add IGST	12600.00
Tax Amount GST	12600.00
Total Amount after Tax	82600.00

### Bank Remittance Details:

Beneficiary Name: IntOrg Technologies Private Limited  
Bank name : ICICI Bank  
A/C No. : 244405000078  
IFSC Code : ICIC0002444  
Bank Branch & Address : Mahiuddin Pur Kanawani Branch  
Exotica Elegance Arcade, 9A,  
Mall Road, Village Mahiuddin  
Place & Pin : Kanawani, Indrapuram,  
Ghaziabad-201014  
Code : Ghaziabad-201014

GST Payable on Reverse Charge

### Terms & Conditions:

- Transaction once confirmed are not subject to change
- Subject to UP Jurisdiction

Certified that the particulars given above are true and correct

For IntOrg Technologies Private Limited

*Manisha*

For IntOrg Technologies Private Limited

Registered Address: A-207, Rishabh Paradise, Ahinsa Khand II, Indrapuram, Ghaziabad-201014, UP

*Manisha*  
Registrar  
KR Mangalam University  
Sohna Road, Gurugram, (Haryana)