



4.2.2

TNPESU

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SUBSCRIPTION AGREEMENTS



4.2.2

TNPESU

e-JOURNALS SUBSCRIPTION AGREEMENT



PRODUCT	E-ONLY TITLES
START DATE	01-01-19

## ACCESS AGREEMENT

### SAGE PUBLICATIONS INDIA PRIVATE LIMITED AND TAMIL NADU PHYSICAL EDUCATION & SPORTS UNIVERSITY

This Access Agreement (the “Agreement”) is effective as of [01-01-19] (the “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 **[TAMIL NADU PHYSICAL EDUCATION & SPORTS UNIVERSITY]**, with its principal offices located at **[MELAKOTTAIYUR POST, CHENNAI-600127]** (“Licensee”)., member of the <>Consortium (collectively referred to herein as the “Parties”).

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:

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The following words shall have the following meanings:

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**“Licensed Materials”** shall mean the materials that are subject to this Agreement and shall consist solely of the electronic information published by SAGE as set forth on Exhibit 1 attached hereto and incorporated herein by reference. “Licensed Materials” does not include any additional journals, publications, or other content not identified on Exhibit 1.

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Registrar  
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and Sports University  
Chennai.



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#### **XI. SYSTEM REQUIREMENTS**

Licensee acknowledges that there are certain system requirements that are necessary in order to use SJ, and Licensee is financially and technically responsible for ensuring that these requirements are met.

As of the date of this Agreement, the Products will operate optimally on the following browsers:

Windows: Microsoft Internet Explorer 8 or later, the latest versions of Firefox, and Google Chrome

Mac OS X: The latest versions of Safari, Firefox and Google Chrome.

Use of the Administrative Profile Module requires support for Javascript 1.5. SAGE recommends using the most current browsers available.

#### **XII. FORCE MAJEURE**

SAGE shall not be responsible for any failure to perform, or delay in performance, in whole or in part, due to unforeseen circumstances or circumstances beyond its control.





### **XIII. TERM AND TERMINATION**

This Agreement shall be in effect from [01-01-19 to 31-12-19] (the “Term”).

SAGE may cancel this Agreement with regard to Licensee if Licensee violates any of the terms and conditions set forth herein, including the Confidentiality provision in Section (VI). Thirty (30) days prior to the expiration of the Term, and upon Licensee’s written request, SAGE shall deliver to Licensee the data comprising the volume years [01-01-19 to 31-12-19] of the Licensed Materials, and the use of such provided material shall be governed by the terms of this Agreement. All information will be delivered in an electronic medium agreed to by the Parties. If Licensee has had its subscription cancelled due to breach it shall not be entitled to access the Licensed Materials or any portion thereof after such cancellation. The terms and conditions of paragraphs 2, 5, 6 and 10 shall survive termination of this agreement.

#### **XIII – A. Perpetual right of access to subscribed SAGE Journal in Online form**

In the event that the subscribing customer discontinues its subscription to subscribed SAGE Online journal, the customer shall retain the right to access to the portion of the journal that was published during the period of Subscription.

### **XIV. GOVERNING LAW**

This Agreement shall be governed, construed and enforced in accordance with the Laws of India. The parties agree that any claim or dispute arising out of or relating to this Agreement shall be submitted to the courts of New Delhi, India, which courts, shall have exclusive jurisdiction to adjudicate such disputes. The parties hereby expressly consent to the exercise of personal jurisdiction by such courts. If any legal proceeding is brought by one party against the other party arising out of or in connection with this Agreement, the party in whose favor the matter is decided, shall be entitled to cover its legal expenses, including court costs and reasonable Attorney’s fees.

### **XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

### **XVI. AMENDMENT**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorised representatives of all the Parties hereto.





### **XVII. SEVERABILITY**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **XVIII. WAIVER**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

### **XIX. NOTICES**

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by courier,. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

#### **If to SAGE:**

SAGE Publications India Pvt. Ltd.,  
B-1/I-1, Mohan Cooperative Industrial Estate  
Mathura Road, New Delhi 110 044  
Attn: Raja Natarajan (Deputy Managing Director)

#### **If to Licensee:**

TAMIL NADU PHYSICAL EDUCATION & SPORTS UNIVERSITY  
MELAKOTTAIYUR POST  
CHENNAI – 600127  
TN

### **XX. ELECTRONIC SIGNATURE AUTHORIZATION**

Licensee and SAGE agree that this transaction may be conducted by electronic means and the Parties authorize that their electronic signatures act as their legal signatures of this Agreement. This Agreement will be considered signed by a party when his/her/its electronic signature is transmitted. Such signature shall be treated in all respects as having the same effect as an original handwritten signature. A Licensee is not required to conduct this transaction by electronic means or use an electronic signature, but if he/she/it does so, then his/her/its authorization is hereby given pursuant to this Section.



### XXI. COUNTERPARTS

This Agreement may be executed in two or more counterparts, either in electronic or no electronic form, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If a party sends a signed copy of this Agreement via electronic means, such party, will upon request by the other party, provide an original handwritten signed copy of this Agreement. A printed version of the electronic form or counterpart of this Agreement will be admissible in judicial proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other documents originally generated and maintained in printed form.

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

**SAGE Publications India Private Limited**

BY: [Signature]  
Raja Natarajan (Deputy Managing Director)

DATE: 05-11-2018

**LICENSEE:**

BY: [Signature]

DATE: 19-11-18

**Registrar**  
**Tamil Nadu Physical Education**  
**and Sports University**  
Melakottaiyur,  
Chennai - 600 127.



### Exhibit

#### LICENSED MATERIAL

##### <Year> List

S.NO	Code	Journal Name
1	J213	GENDER & SOCIETY
2	J228	COMMUNICATION RESEARCH
3	J253	EVALUATION & THE HEALTH PROFESSIONS
4	J259	PHILOSOPHY OF THE SOCIAL SCIENCES
5	J322	VIOLENCE AGAINST WOMEN
6	J327	JOURNAL OF TEACHER EDUCATION
7	J376	JOURNAL OF HEALTH MANAGEMENT
8	J393	JOURNAL OF SPORTS ECONOMICS
9	J595	LABOUR STUDIES JOURNAL
10	J611	JOURNAL OF SPECIAL EDUCATION
11	J653	AMERICAN SOCIOLOGICAL REVIEW
12	L077	SOCIAL CHANGE
13	L270	INTERNATIONAL JOURNAL OF SPORTS SCIENCE & COACHING
14	L730	MEDIA CULTURE & SOCIETY
15	L772	FEMINIST THEORY



**Exhibit 2**

**The Licensee**

**TAMIL NADU PHYSICAL EDUCATION & SPORTS UNIVERSITY**



## Exhibit 3

## Fees

S.NO	Code	Journal Name	Price
1	J213	GENDER & SOCIETY	\$1,029.00
2	J228	COMMUNICATION RESEARCH	\$1,485.00
3	J253	EVALUATION & THE HEALTH PROFESSIONS	\$929.00
4	J259	PHILOSOPHY OF THE SOCIAL SCIENCES	\$863.00
5	J322	VIOLENCE AGAINST WOMEN	\$1,706.00
6	J327	JOURNAL OF TEACHER EDUCATION	\$669.00
7	J376	JOURNAL OF HEALTH MANAGEMENT	₹5,735.00
8	J393	JOURNAL OF SPORTS ECONOMICS	\$903.00
9	J595	LABOUR STUDIES JOURNAL	\$468.00
10	J611	JOURNAL OF SPECIAL EDUCATION	\$253.00
11	J653	AMERICAN SOCIOLOGICAL REVIEW	\$625.00
12	L077	SOCIAL CHANGE	₹5,735.00
13	L270	INTERNATIONAL JOURNAL OF SPORTS SCIENCE & COACHING	£484.00
14	L730	MEDIA CULTURE & SOCIETY	£1,244.00
15	L772	FEMINIST THEORY	£444.00





**SPRINGER NATURE**

**LICENSE AGREEMENT**

**LICENSE DETAILS:**

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**Customer: Tamil Nadu Physical Education and Sports University**

**Primary Address: Melakottaiyur, 600127 Chennai, India**

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Signature: [Signature]  
 Name  
 (Printed): DR. T. RADHAKRISHNAN

Title: REGISTRAR

Date: 17.12.2018

**LICENSOR**

Signature: [Signature]  
 Name  
 (Printed): Peter Kaul

Title: General Manager

Date: 19. Dezember 2018

18/12/18  
**Registrar**  
**Tamil Nadu Physical Education**  
**and Sports University**  
**Melakottaiyur,**  
**Chennai - 600 127,**



**PRINGER NATURE**

**Attachment 1  
Customer and Licensee Information**

**Customer Information:**

- Legal Entity Name: Tamil Nadu Physical Education and Sports University
- Address: Melakottaiyur, 600127 Chennai, India
- Business Partner ID : 3003565460

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#### 1. Term and Access Rights

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- 1.2 Continuing Access Journals: During the Term, Licensee shall have access to the Continuing Access Journals listed in Section 3.1 first published during the Term. After the Term, Licensee shall have Continuing Access to the Continuing Access Journals first published during the Term, subject to all the terms and conditions of this License Agreement.
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#### 3. Content

- 3.1 Continuing Access Journals

Academic Journals on Nature.com

	Title No.	Title	ISSN electronic	Year
1.	41366	International Journal of Obesity ✓	1476-5497	2019

- 3.2 Intentionally Deleted





# Balani Infotech Pvt. Ltd.

(Library Information Services)

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 Invoice Number : 89/N/BL/18-19  
 Invoice Date : 11-Oct-2018  
 State : Uttar Pradesh State Code 09

Subscription Period : 01.01.2019-31.12.2019  
 Exchange Rate : Rs.74.25/\$  
 Exchange Rate Base : RBL  
 Reference No. : REGR/R5-OP.2951/01-2018  
 Reference Date : 11-Oct-2018

### Details of Receiver | Billled To

Tamilnadu Physical Education and Sports University  
 Melakottaiyur, Chennai, Tamilnadu-600127  
 State : Tamil Nadu  
 State Code : 33  
 GSTIN : 33AAAGT0207K1ZK

### Details of Consignee | Shipped to

Tamilnadu Physical Education and Sports University  
 Melakottaiyur, Chennai, Tamilnadu-600127  
 State : Tamil Nadu  
 State Code : 33  
 GSTIN : 33AAAGT0207K1ZK

Sr No.	PRODUCT DESCRIPTION	HSN	QTY	RATE	Disc %	TAXABLE	IGST	TOTAL
		SAC CODE				VALUE	Rate Amount	Rs.
1	International Journal of Knowledge Management E-Journals(IGI Global)	998431	1	\$730.00/Nos	3	52,576.43		52,576.43

### TOTAL INVOICE AMOUNT (IN WORDS)

Rupees Fifty Two Thousand Five Hundred Seventy Six and Forty Three paise Only.

Total Amount Before Tax : 52,576.43  
 Total Amount:GST  
 Total Amount After Tax 52,576.43  
 GST Payable On Reverse Charges : No

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- Bank Charges, if any, shall be borne by the Customer, in case of short payment, order will not be processed.
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- Please mention Invoice number in Description / Remarks while making NEFT / RTGS Payment.

### Bank Details:

Beneficiary Name : BALANI INFOTECH PRIVATE LIMITED  
 Bank Name : RBL BANK LIMITED  
 Branch Name : NOIDA BRANCH (P-7, SECTOR-18, NOIDA)  
 Account No : 1383774  
 RTGS/NEFT Code : RATN0000114  
 PAN : AADCB1970E

For BALANI INFOTECH PRIVATE LIMITED

Authorized Signatory

B-116, Sector-67, Noida - 201301

Distt. Gautam Budh Nagar

Uttar Pradesh

Regd. Office: 119, Vinoba Puri, Lajpat Nagar II

New Delhi-110024





4.2.2

TNPESU

DATABASE SUBSCRIPTION AGREEMENT



5724, Highway 280 East, Birmingham Alabama-35242 USA • 205.991.6600 • Fax 205.995.1517

31 Oct 2018

THE REGISTRAR, TAMIL NADU PHYSICAL EDUCATION AND SPORTS UNIVERSITY  
MELAKOTTAIYUR, CHENNAI  
TAMIL NADU  
600127

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We request you to kindly send us a signed copy of this agreement for our records.

Feel free to reach out to me if there are any questions or concerns.

Regards,

**Deepika Ajit**

Account Executive- South India

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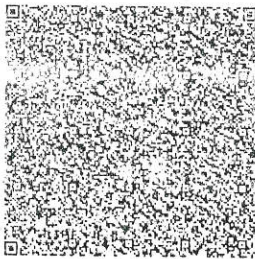
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3. In case of any discrepancy please inform the Competent Authority.





## EBSCO LICENSE AGREEMENT

This Agreement is made and executed on 31 October 2018 by Mr. Kyung Soo Yi, Senior Vice President of Sales, on behalf of EBSCO Publishing Inc. and The Registrar, Tamil Nadu Physical Education and Sports University towards the subscription of the database "Sports Discus with Full Text" for the subscription period, 1<sup>st</sup> October 2018 – 30<sup>th</sup> September 2019.

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCOhost, EBSCOhost Integrated Search, EBSCO Discovery Service EBSCO eBooks, Flipster and related products to which Licensee has purchased access or a subscription. "Services" shall also include audio books and eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription. "Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

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D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

F. The computer software utilized via EBSCO's Databases and Service(s) is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works from the software.

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B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third party resources without proper authorization.

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D. EBSCO is not responsible if the third party resources accessible via the Services fail to operate properly or if the third party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

### III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

EBSCO International Inc. (EII) has the exclusive right to promote and/or market EBSCO Publishing Inc. products worldwide and facilitate this agreement for EBSCO.

### IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

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EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our

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services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Stam, EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500; fax: 978-356-5191; email: kstam@ebSCO.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

## VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described here.

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

Signed, sealed and delivered by  
(For EBSCO Publishing Inc.)

Signature

Name : Mr. Kyung Soo Yi

Designation : Sr. Vice President of Sales

Place : Singapore

Seal



Signed, sealed and delivered by  
(For Tamil Nadu Physical Education and Sports University, Chennai)

Signature

Name

**Registrar  
Tamil Nadu Physical Education  
and Sports University  
Melakottaiyur,  
Chennai - 600 127.**

Designation : The Registrar

Place : Chennai

Seal



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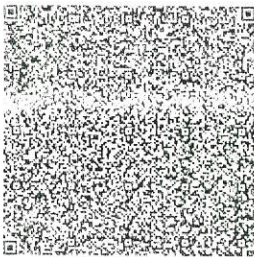
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This Non-Judicial Stamp Paper forms Part and Parcel of Library Econtent Agreement entered on 31<sup>st</sup> October 2018 between EBSCO Publishing Inc. and Tamil Nadu Physical Education and Sports University towards the purchase of 63 e-books on perpetual mode ( One -time payment without any maintenance fees)

*[Handwritten Signature]*



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## LIBRARY ECONTENT AGREEMENT

This **Library eContent Agreement** (this "Agreement") is entered on 31 October 2018 by and between **"Tamil Nadu Physical Education and Sports University"** and EBSCO Publishing, Inc., an Alabama corporation ("EBSCO") for 63 eBooks Purchase on Perpetual mode (One-Time Payment without any maintenance fees).

**Whereas**, EBSCO has acquired certain rights to convert various electronic books, audiobooks and other works to electronic format and to market and distribute the works as converted as eContent, and EBSCO operates an electronic library service for hosting and managing eContent and other materials over the Internet.

**Whereas**, Library desires to purchase licenses, subscriptions, or both, to certain eContent, subject to the terms and conditions described in this Agreement.

**In consideration of the mutual covenants and obligations set forth below**, the parties agree as follows.

### A. Definitions.

Terms defined within this Agreement have the respective meanings attributed to them throughout this Agreement or in this Section A. Any defined term may be used in the singular and in the plural, as appropriate in the context.

1. An "Affiliate" in the case of a company, is any company that is an affiliate, a subsidiary or a division of the company in which the company controls 50% or more of the voting stock or equity interest.
2. "Audiobooks(s)" mean EBSCO's electronic versions of certain audiobooks and other works to which EBSCO has acquired certain rights.
3. "eBook(s)" mean EBSCO's electronic versions of certain electronic books and other works to which EBSCO has acquired certain rights.
4. "EBSCOhost" means the website operated by EBSCO and open to the general public in order to provide information about EBSCO's products and services.
5. "eContent" means Audiobooks, eBooks, or both, as applicable, depending on the context and the Library's purchases.
6. "eContent Collection(s)" means a collection of eContent that EBSCO has grouped together for purchase or Subscription sales.
7. The "eContent License" means a license to use the relevant eContent.
8. "Library's EBSCOhost" means the website operated by EBSCO and open to Library and Patrons in order to access and use eContent Licensed to Library.
9. A "MARC Record" means an electronic record containing metadata and other relevant information about the corresponding eContent.
10. "Patrons" mean Library's registered faculty, members, patrons, students, and other authorized users, including both onsite users and remote users. Except in the case of a company, Patrons are individuals and may not be corporations or other entities. In the case of a company, Patrons means Library's employees, independent contractors and other authorized users or Affiliates. For purposes of this Agreement, if the Library is a company, then Library will be responsible for the acts and omissions of its Patrons, its Affiliates and its Affiliates' Patrons as if such were employees of Library or Library itself.
11. "Platform Services" mean EBSCO's services related to Library's ongoing access to and use of purchased eContent or eContent Collections, or both, via the Internet and Library's EBSCOhost.
12. A "Subscription" means a license for access to the eContent Collection for a specified time period on the

basis described in Exhibit A. A Subscription may include a lease of eContent.

13. "Subscription Price" means the price established for the license for access to the eContent Collection for the specified time period.

### B. Library and Patron Usage.

#### 1. Copyrighted Works.

a. Library acknowledges and agrees that the copyright to the eContent is owned by or licensed to EBSCO and the respective publisher thereof. All Rights Reserved. By purchasing a license to eContent, Library obtains certain rights to access and use a copy of the eContent under this Agreement, but Library does not obtain or own any rights in the copyrights or any other intellectual property rights that may be associated with the eContent. Library agrees that any use of eContent by Library and its Patrons is governed by and will comply with applicable laws, including without limit U.S. copyright laws. Library acknowledges that it and its Patrons have no right to make copies of any eContent, or any portions thereof, except to the extent permitted by applicable copyright laws. Library may print or download limited portions of eContent, where such functionality is available, for the purposes of fulfilling interlibrary loan requests as long as those actions comply with Section 108 of the U.S. Copyright Act of 1976, as amended.

b. Library acknowledges and agrees that repeated violations by Library or Patrons of copyright or other intellectual property right of EBSCO or any third party will give EBSCO the right to terminate this Agreement for cause.

#### 2. Limiting Access Measures.

Library will be solely responsible for determining which Patrons will have access to Library's EBSCOhost under this Agreement. Library agrees to implement appropriate measures to limit the use of eContent through access by Patrons ("Limiting Access Measures") within a reasonable time frame. Limiting Access Measures may change from time to time and include, but are not limited to, remote patron authentication applications, authentication through protected IP addresses, a patterned identification check and privileged user accounts. EBSCO, in its sole discretion, may discontinue Library's access to Library's EBSCOhost if Library fails to implement Limiting Access Measures within a reasonable timeframe. Except for standard fees charged by Library to Patrons, Library will not charge any Patron for use of Library's EBSCOhost.

#### 3. Terms of Use.

The use of Library's EBSCOhost by Library and Patrons will be governed by the "Terms of Use" currently available at <http://support.ebsco.com/ehost/terms.html>, as they may be amended from time to time, which are incorporated in this Agreement by reference. If a Library or a Patron violates the

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Terms of Use, EBSCO reserves the right, in its sole discretion, to suspend Library's or the Patron's access to and use of Library's EBSCOhost. Library acknowledges and agrees that, in the case of repeated or persistent violations, EBSCO may terminate this Agreement. As between EBSCO and Library, the terms of this Agreement will prevail over any inconsistent provision of the Terms of Use, and no change in the Terms of Use will be applied to materially adversely affect Library's rights under this Agreement. If Library uses Adobe Content Server then Library agrees to abide by the Adobe Content Server terms of use.

#### 4. MARC Records.

EBSCO and Library agree that for MARC Records that are the property of OCLC; Library may use these OCLC MARC Records only for its own internal purposes as further described in Exhibit D.

- a. If Library makes an eContent Subscription purchase under Exhibit A, then as part of the relevant Subscription Price; EBSCO will provide Library with one copy of the MARC Record that corresponds to each piece of eContent included in the Subscription purchased by Library.
- b. If Library makes an eContent purchase under Exhibit B, EBSCO will provide Library with one copy of the MARC Record that corresponds to each eContent license purchased by Library.

#### C. Termination.

##### 1. Termination Without Cause.

Either party may terminate this Agreement without cause by giving the other party at least sixty (60) days prior written notice of its intent to do so.

##### 2. Termination for Cause.

Either party may terminate this Agreement for cause at any time by providing the other party with prior written notice of the occurrence of any of the following events:

- a. a party fails to timely pay any amounts due and payable, provided that the nonpayment is not cured within ten (10) days of the notice; or
- b. a party breaches any material provision of this Agreement provided that the breach cannot be, or is not, cured within sixty (60) days of the notice.

##### 3. Survival.

All terms of this Agreement that are intended to survive termination for any reason of this Agreement will so survive, including without limit Section(s) B.1., B.2., D., E., F., H.4., and H.8.

#### D. Limited Warranty.

EBSCO warrants that EBSCO has the necessary authority to license the eContent to Library and, if applicable, to provide Platform Services to Library. EBSCO warrants that it will use its commercially reasonable efforts to provide Platform Services as described in Exhibit C. of this Agreement.

#### E. Warranty Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION D. ABOVE, LIBRARY'S EBSCOHOST, PLATFORM SERVICES, AND ECONTENT LICENSED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND EBSCO AND ITS CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMIT THE IMPLIED WARRANTIES

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#### F. Limitation on Liability.

Neither party will claim special, incidental, indirect, or consequential damages; including without limit lost profits, for breach of this Agreement. This limitation will also apply to any claims brought against EBSCO's content providers. Remedies are limited to claims for amounts due, for injunctive relief only as provided, or for direct damages. A party's aggregate liability for any and all claims, losses, liabilities, and demands arising, whether for breach of contract, in tort or otherwise, are limited to the total amount of eContent License Fees paid by Library to EBSCO, during the 12-month period immediately preceding the date on which the claim first arose.

#### G. Payment Terms.

All fees and charges are due and payable thirty (30) days from the date of the related invoice unless otherwise specified on the Product Order Form and agreed to by EBSCO. EBSCO may deny Library and Patrons access to Library's EBSCOhost until the unpaid invoice is paid in full.

#### H. Other Provisions.

##### 1. Entire Agreement.

All exhibits referred to in this Agreement are incorporated in this Agreement by reference. This Agreement sets forth the entire agreement between the parties with respect to the subject matter of the Agreement. This Agreement governs all orders for purchases of eContent, Subscriptions to eContent Collections, or both placed by Library during the Term.

##### 2. Modification or Amendment

Any modification or amendment of this Agreement must be in writing and signed by a duly authorized representative of each party. For clarification, no term contained in a purchase order or other similar document submitted to EBSCO by Library will be binding on the parties.

##### 3. Assignment.

Neither party may sell, assign, transfer or convey this Agreement or any rights and obligations without the prior written consent of the other party, which will not be unreasonably withheld. But, EBSCO may assign or transfer this Agreement to an affiliated company or to a third party that acquires substantially all of its assets upon written notice to the Library.

**4. Governing Law.** This Agreement will be governed by the laws of the Commonwealth of Massachusetts, U.S.A. without regard to any conflict of laws or provisions contained in this Agreement, except as to copyright, trademark and other intellectual property matters, which are exclusively governed by the laws of the United States and any applicable international conventions. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods, however designated, will not apply to this Agreement. EBSCO and Library agree that any action arising from or out of the negotiations, execution,



interpretation or enforcement of this Agreement may be brought in the state or federal courts located in the Commonwealth of Massachusetts, U.S.A. Library hereby consents to jurisdiction and venue in the state and federal courts in Commonwealth of Massachusetts, U.S.A.

#### 5. Severability.

If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, there will be added as a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

#### 6. Force Majeure.

Neither party will be liable for, or have the right to terminate this Agreement as a result of, any delays or failures to perform any of its obligations under the Agreement to the extent that the delays or failures are due to circumstances beyond its reasonable control, including without limit acts of God; strikes; riots; acts of war; power failures; and functions or malfunctions of the Internet, telecommunications services, firewalls, encryption systems, and security devices; or governmental regulations imposed.

#### 7. Waiver.

The waiver by either party of any right granted under this Agreement will not be deemed a waiver of any other right granted under this Agreement, or a precedent for any subsequent waiver.

#### 8. Notices.

Any notice, demand, request, consent, approval or other communication (collectively, "Notices") required or permitted to be given under this Agreement will be in writing and sent by hand delivery, special courier capable of confirming receipt, United States Mail (certified mail, return receipt requested), or facsimile. The parties acknowledge and agree that a Notice might not be deemed effective if receipt is not confirmed. Notices will be sent to Library at the Mailing Address specified on the Product Order Form. Notices will be sent to EBSCO at the following address:

	EBSCO Publishing, Inc.
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Address:	Ipswich, MA 01938
Attention:	Sales Management
Telephone:	(978) 356-6500
Facsimile:	(978) 356-6565

### EXHIBIT A TO LIBRARY ECONTENT AGREEMENT – ECONTENT SUBSCRIPTION PURCHASE

#### A. Subscriptions to eContent Collection(s).

##### 1. Purchase of Subscriptions to eContent Collection(s).

- During the Term of the Agreement, Library may select and purchase Subscriptions to eContent Collection(s) in accordance with EBSCO's then current ordering practices. Each final order of Subscriptions to eContent Collection(s), as evidenced by a Product Order Form or

online order, is incorporated in this Agreement by reference.

- As EBSCO adds additional eContent Collection(s) or changes the terms and/or prices for existing eContent Collection(s), the EBSCO Subscription Prices are subject to change. However, in no case will changes to the EBSCO Subscription Prices be applied retroactively to existing Subscriptions.

- Payment of the Subscription Fee allows Library to access the eContent Collection on Library's EBSCOhost website and receive Platform Services for such eContent for the term of the subscription.

#### B. Additional Subscription Terms for eContent Collection(s).

- All purchases of Subscriptions are final.
- A library or other organization that purchases a Subscription will receive a license to access the eContent Collection. The library or other organization will not own any other rights in the eContent Collection.
- Except as specified in the Agreement and the Product Order Form, there are no other Subscription Terms for eContent Collection(s). In the event of a conflict between the Agreement and the Product Order Form, the Product Order Form will control.

### EXHIBIT B TO LIBRARY ECONTENT AGREEMENT – ECONTENT PURCHASE

#### A. eContent Purchases.

##### 1. Purchase of eContent Licenses.

During the Term of the Agreement, Library may select and purchase eContent Licenses in accordance with EBSCO's then current ordering practices. EBSCO will make the eContent Licenses available to Library according to EBSCO's agreements with its content providers, and partners. Each final order of eContent Licenses, as evidenced by a Product Order Form or online order, is incorporated in this Agreement by reference. All purchases of eContent are final. A purchase of an eContent License entitles the Library to receive Platform Services for Purchased eContent.

- Archive Services. EBSCO shall maintain a digital archive of all eBooks purchased by a Library. In the event that EBSCO is no longer able to provide access to the eBooks as contemplated under this Agreement, Library may be provided copies or access the eBooks via this archive.

- Library and Patrons will access Platform Services via Library's Internet connection, which will be Library's expense and responsibility.

##### 4. Removing and Reinstating purchased eContent

- Library may elect to have any purchased eContent removed from Library's EBSCOhost, by providing EBSCO with written notice of the election.
- Library may elect to have any purchased eContent reinstated to Library's EBSCOhost, by providing EBSCO with written notice of the election.

- Notwithstanding any other provision of this Agreement, if EBSCO terminates this Agreement for cause under Section C.2. of the Agreement, then EBSCO's obligation to provide eContent and Platform Services will expire.

#### B. Patron Access.

Library will implement and maintain Limiting Access Measures.

Headquarters: 10 Estes Street P.O. Box 682 Ipswich, MA 01938 USA

Phone: (978) 356-6500 (800) 653-2726 Fax: (978) 356-6565 E-mail: [information@ebSCOhost.com](mailto:information@ebSCOhost.com) Web: [www.ebSCOhost.com](http://www.ebSCOhost.com)





based on EBSCO's standard systems, which will control Patrons' access to Library's EBSCOhost.

**EXHIBIT C TO LIBRARY ECONTENT AGREEMENT – ADDITIONAL TERMS APPLICABLE TO LIBRARIES THAT PARTICIPATE IN CONSORTIUM  
SHARED COLLECTION PURCHASES**

For Libraries that participate in Consortium Shared Collection purchases, the following provisions shall apply in addition to those set forth above.

**A. Definitions.**

1. "Consortium" is an institution that desires to purchase and market eContent and Platform Services to and for Libraries via a Shared Collection.
2. The "Shared Collection(s)" means a collection(s) of eContent licensed to Consortium for access and use by Consortium, participating Libraries, and their Patrons under the terms and conditions of this Agreement; nothing in this Agreement is intended to grant Library any rights in the Shared Collection(s) without completion of appropriate paperwork and payment of related fees.

**B. Shared Collections.**

1. Shared Collection(s) Access. If a Consortium is purchasing Shared Collection(s) the following shall apply:

EBSCO will only permit access to and use of Consortium's Shared Collection(s) by a Library and the Library's Patrons if:

- a. Consortium has agreed to this Agreement,
  - b. Consortium has given EBSCO written notice that Consortium is willing to allow the Library to access a particular Shared Collection, and
  - c. the Library has agreed to be bound by this Agreement. Until all of these conditions have been satisfied, EBSCO will have no obligation to permit the Library to access any Shared Collection of Consortium.
2. Provision of Platform Services. In the case of a Consortium, Library and Patrons will access the Shared Collection(s) through Library's EBSCOhost.

**EXHIBIT D TO LIBRARY ECONTENT AGREEMENT – GUIDELINES FOR THE USE AND TRANSFER OF OCLC-DERIVED RECORDS**

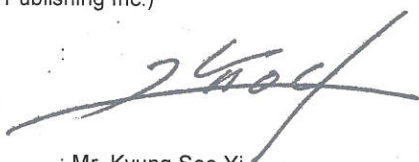
Revision of June 2, 2010

The parties agree that the WorldCat Record Use and Data Licensing Policy located here shall apply to the use and transfer of OCLCderived records: <https://www.oclc.org/en-AU/worldcat/community/record-use.html>

Library does not, as a result of its use of the OCLC-Created MARC Records or any other circumstance, obtain any ownership of or intellectual property rights in or to the OCLC-Created MARC Records.

Signed, sealed and delivered by  
(For EBSCO Publishing Inc.)

Signature :



Name : Mr. Kyung Soo Yi

Designation : Sr. Vice President of Sales

Place : Singapore

Seal :



Signed, sealed and accepted by  
(For Tamil Nadu Physical Education & Sports University.)

Signature :

  
**Registrar**  
**Tamil Nadu Physical Education**  
**and Sports University**

Name :

Designation : The Registrar

Place : Chennai

Seal :



## WILEY ONLINE ENHANCED AGREEMENT FOR ACADEMIC CUSTOMERS

This Agreement dated as of December 03, 2018 (the "Agreement") sets forth the terms and conditions under which John Wiley & Sons, Inc. ("Wiley US"), a New York corporation, 111 River Street, Hoboken, New Jersey 07030, and its affiliates, including without limitation, John Wiley & Sons, Ltd., a company incorporated under the laws of England and Wales, The Atrium, Southern Gate, Chichester, West Sussex PO19 8SQ ("Wiley UK"), Wiley-VCH Verlag GmbH & Co. KGaA, a company incorporated under the laws of Germany, Boschstrasse 12 D-69469 Weinheim, Germany ("Wiley Germany") and John Wiley & Sons Australia, Ltd., Level 5, 42 McDougall St., Milton, Queensland, Australia 4064 ("Wiley Australia"), collectively "Wiley" will provide **TAMIL NADU PHYSICAL EDUCATION AND SPORTS UNIVERSITY**, (the "Customer"), with access to the Electronic Products and Services subscribed to by the Customer via Wiley Online Library.

### A. **DEFINITIONS**

The following terms shall be deemed to have the meaning as set forth below:

1. **Authorized Users** - Those persons who are authorized by the Customer to have access to Wiley Online Library. Authorized Users must be current bona fide faculty members, students, researchers, staff members, librarians, scientific staff, other executives or employees of the Customer, or contractors engaged by the Customer, provided such contractors have been informed of, and agree to abide by, the Terms and Conditions of Use set forth herein and they access Wiley Online Library via the Customer's Secure Network. Walk-in Users from the general public or business invitees may also be permitted by the Customer to access Wiley Online Library from designated terminals with a Customer-controlled IP address. These designated terminals shall be physically located in libraries or similar physical premises directly controlled by the Customer.
2. **Customer** - The Customer named above, as further defined in Appendix A, which has authorized the signing of this Agreement, who provide access to Wiley Online Library via its Secure Network for its Authorized Users as defined in this Agreement, and is responsible for the payments specified in the attached Appendices and for the implementation of the Agreement. Appendix A will include information on Internet Protocol (IP) addresses for the Secure Network which are covered by this Agreement.
3. **Electronic Products** - All products, services and content available in Wiley Online Library shall be deemed included within the definition of Electronic Products. Details specific to the type of electronic products or services licensed hereunder as well as pricing and the Customer's access rights are provided in the appropriate Appendix. These products and services are defined as follows:
  - a. **Licensed Electronic Products** - The electronic (online) editions of Wiley journals and other publications and the content therein, including but not limited to major reference works, Current Protocols laboratory manuals and databases which the Customer has licensed hereunder as specified herein and in the appropriate Appendices.
 

Licensed Electronic Products are listed in the Appendices as follows:

Appendix E Online Books
  - b. **Licensed Electronic Services** - The electronic features and services in Wiley Online Library available to the Customer and its Authorized Users, as follows.
    1. *EarlyView* - publishes peer reviewed, fully citable articles online as soon as they are





ready, before the release of the compiled journal issue.

2. *Saved Title Alerts* – allows Authorized Users to request and receive via e-mail the tables of contents from any of the journals available online in Wiley Online Library and to receive notification of articles newly published which match specified search criteria.
4. **Intellectual Property Rights** - These rights include, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.
5. **Secure Network** - The network which provides access to Wiley Online Library for Authorized Users via the Customer's IP addresses.
6. **Wiley Online Library** - The online service (or any successor thereto) available from Wiley including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms as noted in the Appendices. The terms and conditions hereof are equally applicable to those products and services.

#### B. ACCESS PRIVILEGES

1. Wiley grants to the Customer and its Authorized Users, during the Term as defined below, a non-exclusive, non-transferable right and license to access, via Wiley Online Library, the full text and other material such as datasets published online in Wiley Online Library for the Licensed Electronic Products as listed in the Appendices attached hereto as may be amended from time to time on the Terms and Conditions of Use described below.
2. Authorized Users will have access to all available tables of contents, article abstracts, chapter summaries and associated websites for all Electronic Products on Wiley Online Library.
3. The Customer grants access to Wiley Online Library only to Authorized Users as defined herein. The number of the Authorized Users who may simultaneously access Wiley Online Library is unlimited.
4. The Customer acknowledges that the Electronic Products and Wiley Online Library and the Intellectual Property Rights contained therein are protected by law. All rights not specifically licensed herein to the Customer are expressly reserved by Wiley. The contents of Wiley Online Library and the Electronic Products are solely for the personal, non-commercial use of the Authorized Users.
5. All Authorized Users are bound by the Terms of Use which are available at <https://onlinelibrary.wiley.com/terms-and-conditions> . Wiley reserves the right to modify such Terms of Use as described therein.

#### C. TERMS AND CONDITIONS OF USE

1. The rights and restrictions governing access to Wiley Online Library and the Electronic Products by the Customer and its Authorized Users are outlined below.
  - a. Authorized Users may download, search, retrieve, display and view, copy and save to a Secure Network or other electronic storage media and store or print out single copies of





individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, scholarly, educational or scientific research or internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale, systematic distribution, e.g. posting on a listserv, network (including distribution through social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here:

<https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing> and solely in accordance therewith) or automated delivery, or for any other use. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles.

- b. All Authorized Users have the option to create a My Profile Page, which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria, which may be reused by them. In order to do so, the Authorized User will have to select and register a user name and password which the Authorized User must keep confidential and not disclose to or share with anyone else.
  - c. The Customer and its Authorized Users may create links to Wiley Online Library from their Online Public Access Catalog (OPAC) records, library catalogs, link resolvers, locally hosted databases or library web pages, provided those links are operated by the Customer on a Secure Network, do not result in access to licensed content by anyone other than Authorized Users, and are not used in connection with any paid or commercial service or for any other commercial use whatsoever. Authorized Users may search, view, and browse Licensed Electronic Products using the interface provided by Wiley. Automated searching, robotic searching and decompilation are strictly prohibited.
  - d. Authorized Users who are members of the Customer's faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) or a virtual learning environment, to be distributed to students at the Customer's institution free of charge or at a cost-based fee. Material from Licensed Electronic Products may also be stored in electronic format in secure electronic data files for access by Authorized Users who are students at the Customer's institution, as part of their course work, so long as reasonable access control methods are employed such as user name and password.
  - e. The Customer's library staff may supply to another library, upon request by that library, either a single paper copy (by post or fax) or an electronic copy of an individual document from the Licensed Electronic Products, for the purpose of research or private study. The electronic copy must be supplied by secure electronic transmission and must be deleted by the recipient library immediately after printing a paper copy of the document for its user.
2. Except as provided in Paragraph C.1 above or with respect to material published on an open access basis, Authorized Users may not copy, distribute, transmit or otherwise reproduce, sell, or resell material from the Electronic Products; store such material in any form or medium in a retrieval system; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge.



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4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley Online Library and the Licensed Electronic Products.
5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this Agreement, or the Customer hosts an IP address or range of addresses that have been identified as abusive or malicious, Wiley reserves the right in its sole discretion to suspend or terminate access to Wiley Online Library and the Licensed Electronic Products by such Authorized User or IP address(es) immediately without notice, in addition to any other available remedies. Except in the case of a material breach which Wiley deems dangerous to the integrity and security of Wiley Online Library, or for a breach which, if not immediately remedied, is likely in Wiley's opinion to continue to cause damage, Wiley shall give prior written notice to the Customer of its intention to terminate such access and shall allow the Customer and/or the Authorized User as applicable 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this Agreement. The Customer shall notify Wiley when malicious credentials associated with offending IP address(es) have been remediated. Wiley shall immediately restore services upon notification that credentials associated with the abusive or malicious activity have been remediated.

#### D. FEES AND CHARGES


1. Fees and other charges for online access to the Licensed Electronic Products by the Customer and its Authorized Users, and other services provided by Wiley Online Library, are specified in Appendices attached hereto, and will be due as set forth in the relevant invoice, including where required by law, any applicable taxes.
2. The Customer is responsible for any charges associated with accessing Wiley Online Library and the Licensed Electronic Products, including, but not limited to, any computer equipment, telephone or Internet connections and access software.
3. The Customer is responsible for ensuring that any third party authorized by the Customer to make payments on its behalf shall promptly pay Wiley the full amounts due under this Agreement.
4. Wiley shall annually send the Customer an Invoice Agreement Letter. Upon the Customer's signature on the Invoice Agreement Letter or written acceptance of fees via email, and payment of fees set forth therein, this Agreement shall apply, or shall renew for the period set forth in the Invoice Agreement Letter. Except as specifically set forth in the Invoice Agreement Letter or written acceptance via email as set forth above, the terms and conditions of this Agreement (including updated Appendices) shall continue to apply.



## MUTUAL OBLIGATIONS

1. Wiley will:
  - a. make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Electronic Products to Authorized Users in accordance with this Agreement, and to restore access to such Licensed Electronic Products as promptly as possible in the event of an interruption or suspension of the Wiley Online Library service which is not attributable to any third-party service provider over which Wiley has no control (e.g., an Internet or telecommunications service provider);
  - b. provide aggregate usage statistics to the Customer which are compliant with COUNTER Codes of Practice or conform to the then-prevailing industry standard (except as otherwise specified in the attached Appendices) about the use of the Licensed Electronic Products by the Customer's Authorized Users, consistent with applicable privacy laws and confidentiality requirements.
2. The Customer will:
  - a. take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley Online Library and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;
  - b. make access available to Authorized Users only through the Customer's Secure Network and from valid IP addresses or other secure authentication methods as described in the appropriate Appendix; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley Online Library by unauthorized persons (including without limitation using the most current patches, regularly scanning the Secure Network for vulnerabilities, and regularly monitoring the proxy logs for unauthorized user access (such as multiple logins using the same id, high volume downloads, and tracking/blocking automated traffic)); and take responsibility for remediating all issues uncovered and for terminating any unauthorized access of which it has actual notice or knowledge;
  - c. provide Wiley with information about the Customer's IP addresses which can be used by Wiley to authenticate Authorized Users. The Customer represents that all such IP addresses shall be limited to the Customer's Secure Network, and shall be listed in Appendix A as updated from time to time. The Customer shall be responsible for ensuring that all IP addresses on Appendix A or otherwise provided to Wiley correspond with the Customer's IP addresses and are limited to the physical addresses specified in this Agreement. Without limiting the Customer's obligations hereunder or Wiley's rights and remedies in the event of breach, the Customer agrees to pay Wiley, if Wiley so elects, for any access to Wiley Online Library for IP addresses that do not meet the preceding criteria.
  - d. use all reasonable efforts to monitor compliance with the Terms and Conditions of Use and promptly notify Wiley of any copyright infringement or unauthorized usage of the Electronic Products, which comes to the Customer's attention; and cooperate fully with Wiley in the investigation of such infringement or unauthorized use and in any action, which Wiley takes to enforce its copyright and other Intellectual Property Rights, at Wiley's expense. Notwithstanding the above, the Customer shall not be responsible for





such unauthorized use which is without the express or implied consent of the Customer, provided that the Customer has taken reasonable steps to prevent such misuse and, upon learning of it, uses all reasonable efforts to ensure that such activity ceases, and notifies Wiley promptly of any such breach or infringement.

- e. except with respect to material published on an open access basis, neither the Customer nor any Authorized User shall have the right to incorporate any material from the Electronic Products into any institutional or other repository. Author agreements are separately negotiated with Wiley and include provisions about what authors may and may not do with respect to materials authored by them and published by Wiley (including social networking websites and scholarly collaboration networks, except for those that have agreed to Wiley's Article Sharing Policy found here: <https://onlinelibrary.wiley.com/researchers/tools-resources/article-sharing> ).

#### F. **PRIVACY AND DATA PROTECTION POLICY**

Wiley recognizes the importance of protecting the information it collects in the operation of Wiley Online Library and will act in compliance with the Privacy Policy posted at <https://www.wiley.com/en-us/privacy> .

#### G. **TERM AND TERMINATION**

1. The Term of this Agreement shall commence on January 01, 2018 and end on December 31, 2018.
2. Wiley shall have the right to request the Customer to terminate access to Wiley Online Library by an Authorized User who breaches Wiley's Terms and Conditions of Use or infringes the copyright or other Intellectual Property Rights in the Electronic Products or Wiley Online Library.
3. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such material breach, provided that the non-breaching party shall give written notice of its intention to terminate and shall allow the breaching party 60 days after receipt of such notice to remedy the breach.
4. Notwithstanding subparagraph G.3 above, either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, governmental restrictions, acts of terrorism, public health emergencies, power failures, or damage to or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

#### H. **WARRANTY AND DISCLAIMERS BY WILEY**

1. Wiley represents and warrants that it has the right and authority to make Wiley Online Library available to the Customer and its Authorized Users pursuant to the terms and conditions of this Agreement and that, to the best of Wiley's knowledge, Wiley Online Library and the Electronic Products do not infringe upon any copyright, patent, trade secret or other proprietary right of any third party.
2. Wiley Online Library may provide Authorized Users with links to third-party websites. Where such links exist, Wiley disclaims all responsibility and liability for the content of such third-party websites. Authorized Users assume sole responsibility for the accessing of third-party websites

and the use of any content on such websites.

3. Except for the warranties provided by Wiley in paragraph H.1 above,
  - a. WILEY ONLINE LIBRARY AND THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;
  - b. THE USE OF THE ELECTRONIC PRODUCTS, WILEY ONLINE LIBRARY AND ALL MATERIALS IS AT THE AUTHORIZED USER'S OWN RISK;
  - c. ACCESS TO WILEY ONLINE LIBRARY AND THE ELECTRONIC PRODUCTS MAY BE INTERRUPTED AND MAY NOT BE ERROR FREE; AND
  - d. NEITHER WILEY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS, OR THE MATERIALS CONTAINED IN WILEY ONLINE LIBRARY, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE AUTHORIZED USER'S USE OF OR INABILITY TO USE WILEY ONLINE LIBRARY, THE ELECTRONIC PRODUCTS AND ALL MATERIALS CONTAINED THEREIN.
4. Wiley shall indemnify and hold the Customer harmless from and against any damages, costs and fees (including reasonable attorney's fees) resulting from any judgment against the Customer arising out of the claim of a third party that Wiley's license of the Licensed Electronic Products or the Customer's use thereof constitutes an infringement of any copyright, patent, trade secret or other proprietary right of any such third party. This indemnity shall survive termination of the Agreement for two (2) years. This indemnity shall not apply if the claim involves content which has been modified or used in a manner not permitted under this Agreement or if the Customer has failed to comply with other material terms of this Agreement.

The Customer shall give prompt notice of an infringement claim to Wiley, shall provide such cooperation and assistance to Wiley as is reasonably necessary to defend the claim, and shall allow Wiley to have the sole control of the defense, provided, however, that the Customer retains the right to participate in the defense at its own expense.

#### **I. CONFIDENTIALITY PROVISIONS**

1. While negotiating this Agreement and during the Term thereafter, Wiley may provide the Customer with certain information, which may be oral or written (including information in electronic format), which is deemed confidential. For the purposes of this Agreement, Confidential Information is defined to include, but is not limited to, the terms and conditions of this Agreement that have been negotiated, such as financial terms, the substance of all negotiations relating thereto, all information pertaining to Wiley Online Library which is proprietary to Wiley, and any other material which has either been marked "confidential" by Wiley or which, by the nature of the circumstances surrounding the disclosure, would be understood to be confidential by a reasonable party.





2. Confidential Information shall be used by the Customer solely for the purposes of negotiating and implementing this Agreement. The Customer agrees to take reasonable care to protect the Confidential Information from disclosure to third parties and to limit disclosure of the Confidential Information to those employees or contractors of the Customer including affiliates of the Customer who have a need to know in connection with this Agreement, and who have been made aware of, and agree to abide by, these restrictions. When disclosure is legally mandated, the parties will use, whenever possible, a version of the Agreement without Confidential Information.

#### J. GENERAL PROVISIONS

1. Wiley may assign this Agreement to its successors, subsidiaries or assigns. This Agreement may not be assigned by the Customer, except with the prior written consent of Wiley.
2. This Agreement shall be construed and interpreted pursuant to the laws of the State of New York applicable to contracts wholly entered into and performed in the State of New York. Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof shall be instituted in a court of competent jurisdiction in New York County in the State of New York and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to the service of process by registered or certified mail, return receipt requested, at the last known address of such party.
3. In the event of a material breach of the terms and conditions of this Agreement by either party, the non-breaching party shall be entitled, in addition to any other remedies available pursuant to this Agreement or at law, to equitable, including injunctive, relief.
4. Any notice, request, statement or other communication to be given hereunder to any party shall be in writing addressed to Wiley at the address on page one, attention Executive Vice President, and to the Customer's Agreement Administrator at the address on Appendix A, or mailed or delivered to such other address as each party may designate by notice given in like manner, and any such notice, request, statement or other communication, shall be deemed to have been given when received, except that if mailed by registered or certified mail, return receipt requested, or delivered by overnight courier service, it shall be deemed to have been given when mailed as aforesaid or when delivered.
5. This Agreement constitutes the complete understanding of the parties and supersedes all prior understandings between the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any provisions shall be valid unless in writing and executed by the parties. Any waiver in one or more instances by either of the parties of any breach by the other of any terms or provisions contained in this Agreement shall not be considered a waiver of any succeeding or preceding breach. In the event that any clause of this Agreement is determined to be void or unenforceable, the remainder of the Agreement shall survive.
6. All Appendices attached or to be attached to this Agreement are incorporated herein and shall be governed by the terms and conditions of this Agreement unless otherwise specified in such Appendix. In the event of any conflict between the terms of an Appendix or any Invoice Agreement Letter or written equivalent as defined in Paragraph D.4. above and the terms of this Agreement, the terms of the Appendix, Invoice Agreement Letter or written equivalent shall govern.





7. In the event that this Agreement 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.
8. Under the current UK VAT legislation Wiley does not charge VAT on Licensed Electronic Products provided to UK VAT-registered businesses. According to the reverse-charge regulations still in force the tax liability on these products is transferred to the Customer as the recipient of the products.
9. For Australian based entities, the Customer warrants that they are registered for Australian GST and are procuring this supply for a business purpose. The Customer shall notify Wiley in the event that they cease to be registered for GST at any time during the Term of this Agreement.

AGREED AND ACCEPTED  
TAMIL NADU PHYSICAL EDUCATION  
AND SPORTS

JOHN WILEY & SONS, INC.

Signature: [Handwritten Signature]

Signature: \_\_\_\_\_

Name: Dr. T. RADHAKRISHIVAN

Name: Ben Townsend

Title: REGISTRAR

Title: Vice President, Global Library Sales

[Handwritten Signature]  
18/12/18  
**Registrar  
Tamil Nadu Physical Education  
and Sports University  
Melakottaiyur,  
Chennai - 600 127.**



## PPENDIX A – THE CUSTOMER

### Name of the Customer:

Tamil Nadu Physical Education & Sports University

### Listing of all addresses for the Customer:

Melakottaiyur, Chennai, Tamil Nadu 600127

### Listing of all IP address(es) for the Customer's Secure Network:

14.139.182.65

14.139.182.66 To 14.139.182.78

### Agreement Administrator:

Name : Dr. N Ashok Kumar  
 Address : Melakottaiyur, Chennai, Tamil Nadu 600127  
 Telephone : 9444820392  
 E-mail : librarytnpesu@yahoo.com

### Customer's Technical Contact:

Name : Dr T Radhakrishnan  
 Address : Melakottaiyur, Chennai, Tamil Nadu 600127  
 Telephone : 9442918704  
 E-mail : regtnpesu@gmail.com





## **PPENDIX E (a) – LICENSED ONLINE BOOKS – One-Time License** Tamil Nadu Physical Education and Sports University

Wiley Online Library Online Books are the electronic editions of Wiley books to which the Customer has access under this Agreement. They may include tables of content, abstracts, full text and illustrations, data tables and additional content not included in the print versions of the books.

### **Perpetual Access:**

Wiley will provide the Customer with perpetual access to the full text of the Licensed Online Books. Wiley, in its discretion, will either continue online access to the same material on Wiley's server or provide an archival copy in the electronic medium selected by Wiley, at a cost-based fee agreed to by both parties.

By providing such access Wiley grants to the Customer a nonexclusive, royalty-free license to use such material in accordance with the restrictions on use specified in Paragraph C of the Agreement, which shall survive any termination of the Agreement.

### **Pricing:**

Online Books one-time license pricing will be calculated based on the current US list price at the time the license begins. Titles may be subsequently added in any amounts by contacting the appropriate Account Manager. Any titles licensed subsequent to this may be added under the terms of this Appendix and their use will be governed by the terms of this Agreement. No additional Agreement documentation is required.

Discount may be applicable based on the total quantity of books and the Customer's FTE count. For this purpose, FTEs are defined as full-time equivalent students and academic faculty

The titles for the initial license are listed with prices as Appendix E(a)1.

**Customer's Total FTE Count: 500**

**Appendix Term:** Perpetual access to the above electronic product(s) guaranteed for the content available in calendar year ending December 31, 2019.

The Appendix Term shall be automatically extended to run concurrently with the term of the Agreement as set forth in Paragraph G.1 for any additional products licensed under this Appendix in subsequent years.

# APPENDIX E (a) 1- LICENSED ONLINE BOOKS – ONE TIME LICENSE - LIST OF LICENSED TLES

Tamil Nadu Physical Education and Sports University

Author	Title	O-Book ISBN13	Online Book Price (US\$)
Pistikopoulos	Modelling Optimization and Control of Biomedical Systems	9781118965580	\$160.00
Sumner	The Blackwell Companion to Criminology	9780470998960	\$229.00
Sheldrake	Handbook of Electrical Engineering - For Practitioners in the Oil, Gas and Petrochemical Industry	9780470013892	\$452.00
THOMAS	RUBBER NANOCOMPOSITES-PREPARATION, PROPERTIES AND APPLICATIONS	9780470823477	\$388.00
Fenn	The Blackwell Companion to Sociology of Religion	9780470998571	\$239.95
Outhwaite	The Blackwell Dictionary of Modern Social Thought, Second Edition	9780470999028	\$240.00
Scott	Blackwell Companion to the Sociology of Families	9780470999004	\$225.00
Ritzer	The Blackwell Companion to Globalization	9780470691939	\$232.95
Cockerham	New Blackwell Companion to Medical Sociology	9781444314786	\$232.95
Turner	New Blackwell Companion to Social Theory	9781444304992	\$227.95
Jacobs	The Blackwell Companion to the Sociology of Culture	9780470996744	\$228.00
Ritzer	The Wiley-Blackwell Companion to Sociology	9781444347388	\$221.95
Romero	The Blackwell Companion to Social Inequalities	9780470996973	\$240.00
Ritzer	The Blackwell Companion to Major Contemporary Social Theorists	9780470999912	\$240.00
	Blackwell Handbook of Social Psychology: Group Process		\$246.00
	<b>Total List Price</b>		<b>\$3,803.75</b>
	<b>Discount (5%)</b>		<b>\$190.18</b>
	<b>TOTAL AMOUNT</b>		<b>\$3,614.45</b>





4.2.2

TNPESU

DATABASE SUBSCRIPTION AGREEMENT



31 Oct 2018

THE REGISTRAR, TAMIL NADU PHYSICAL EDUCATION AND SPORTS UNIVERSITY  
MELAKOTTAIYUR, CHENNAI  
TAMIL NADU  
600127

Dear Sir,

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Regards,

**Deepika Ajit**

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