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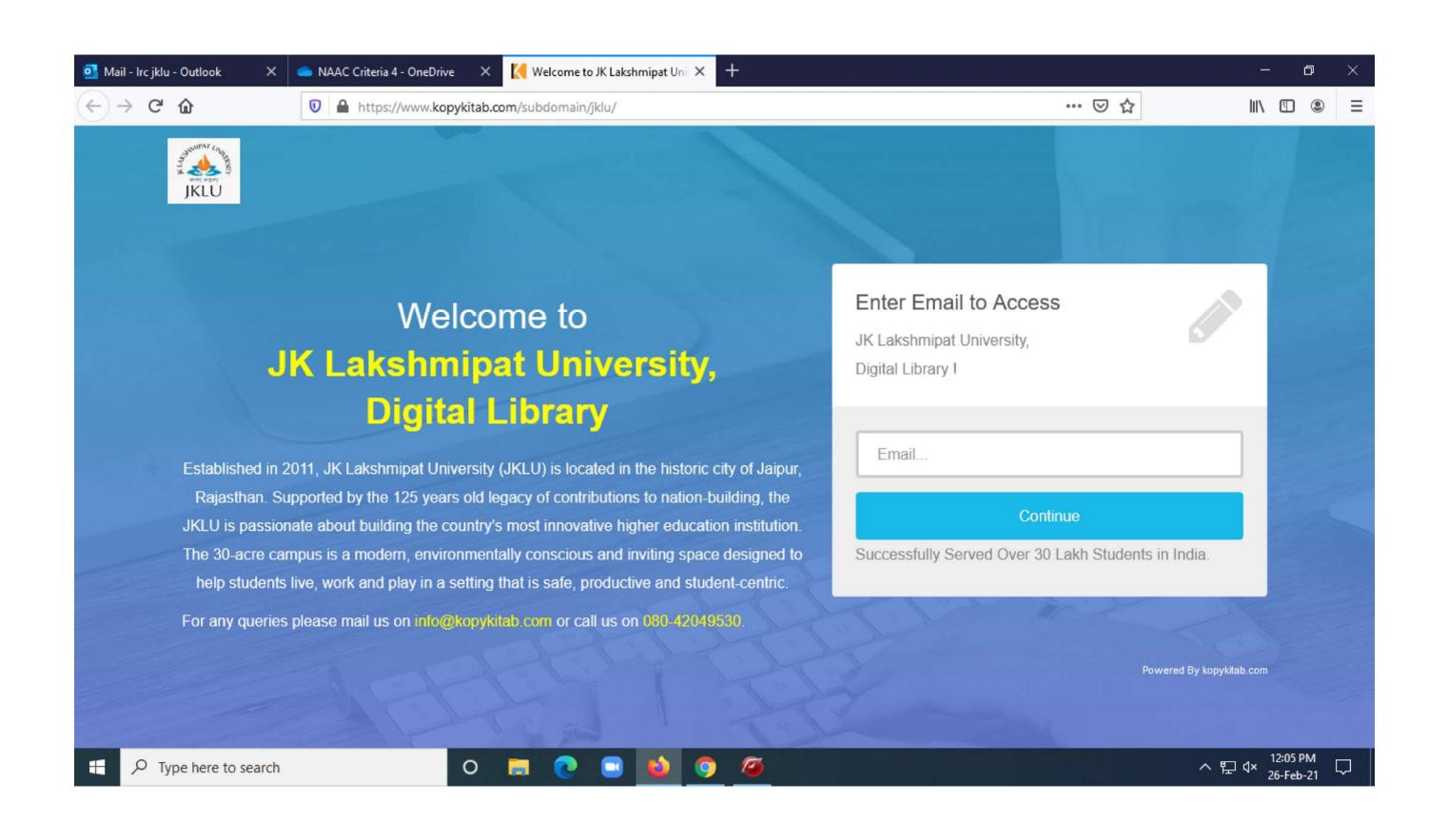
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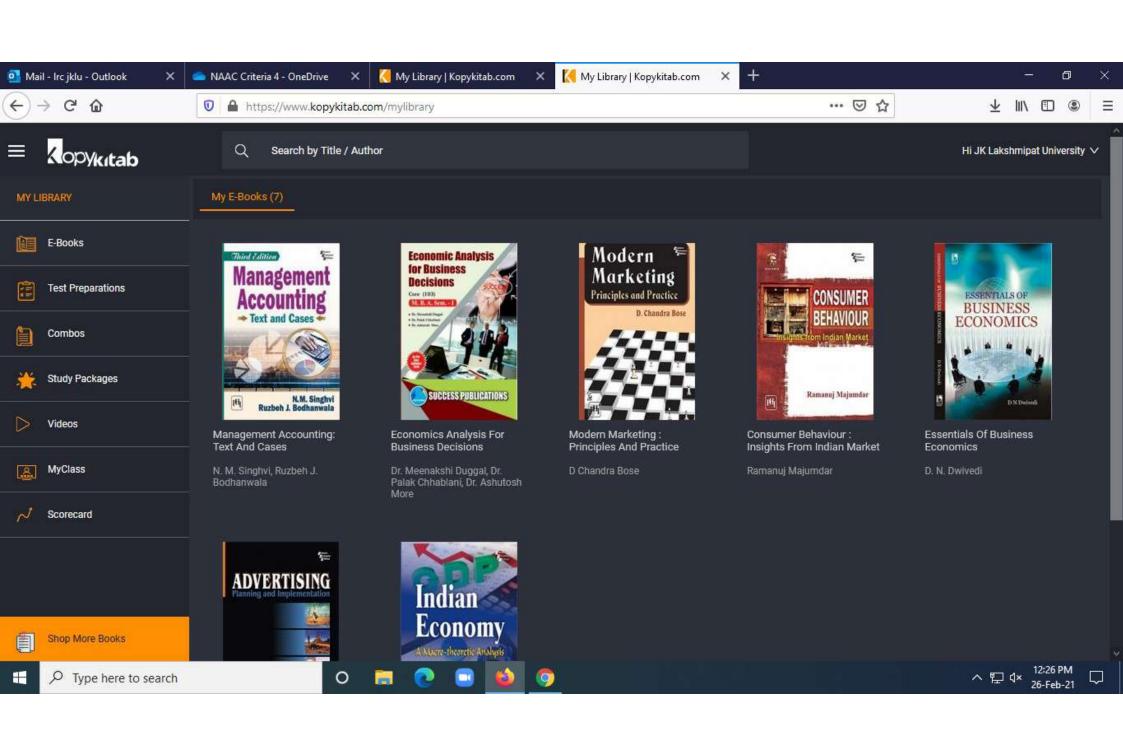
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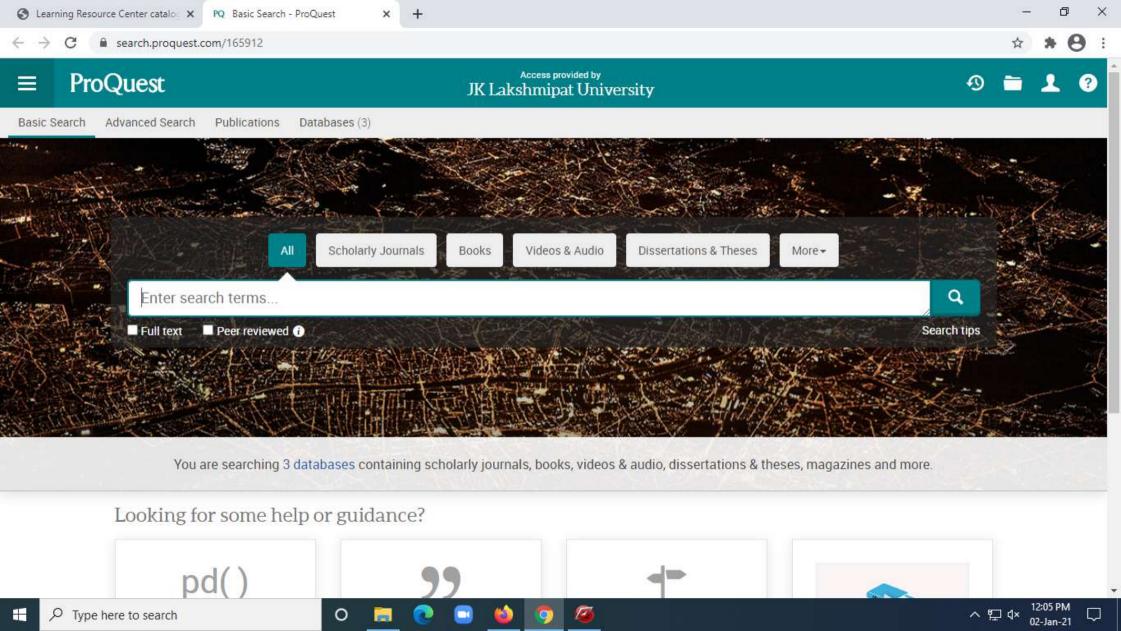
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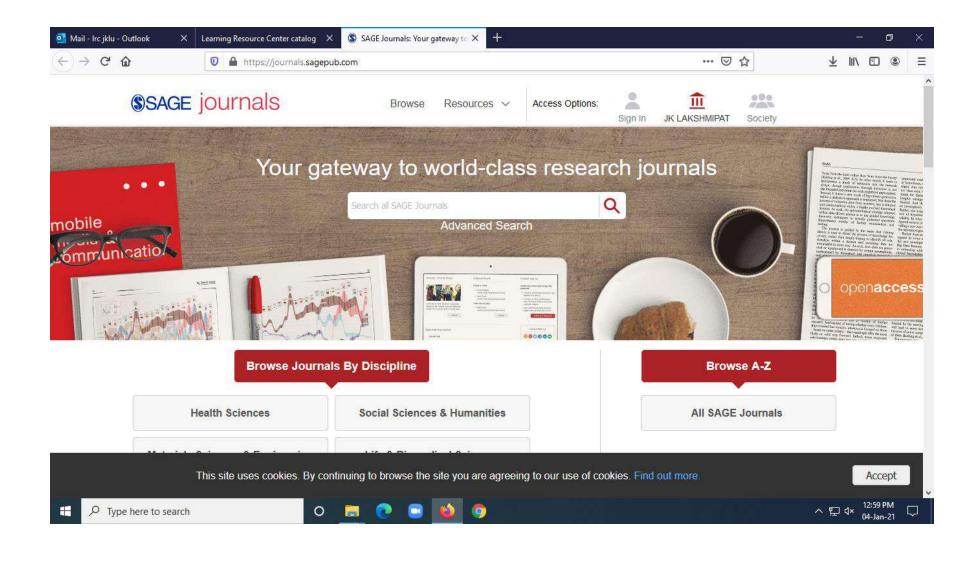
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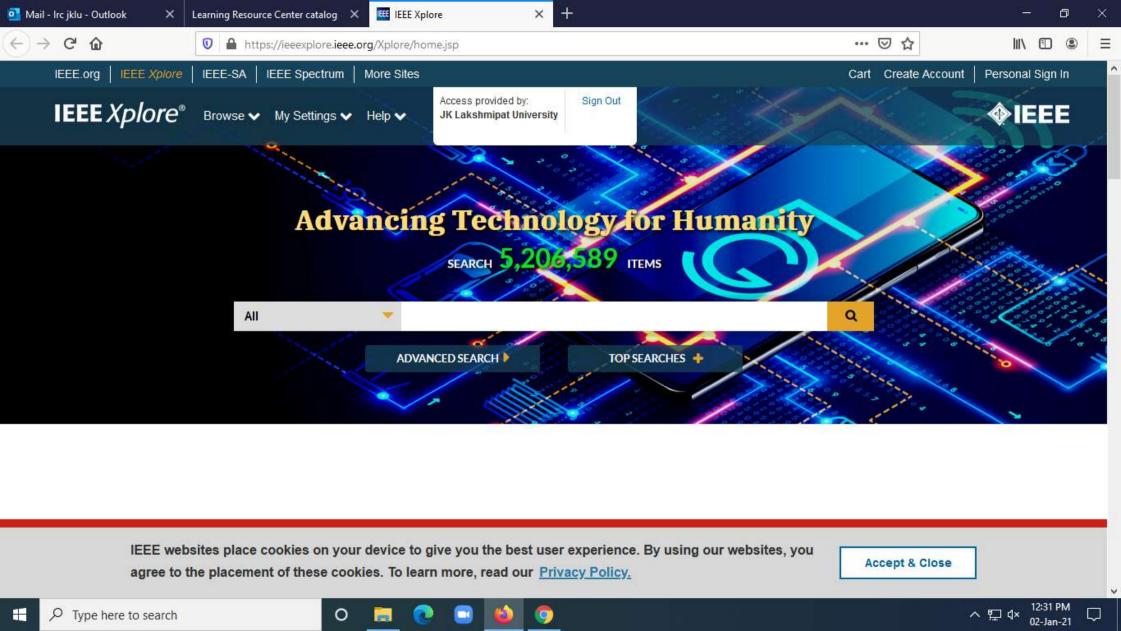
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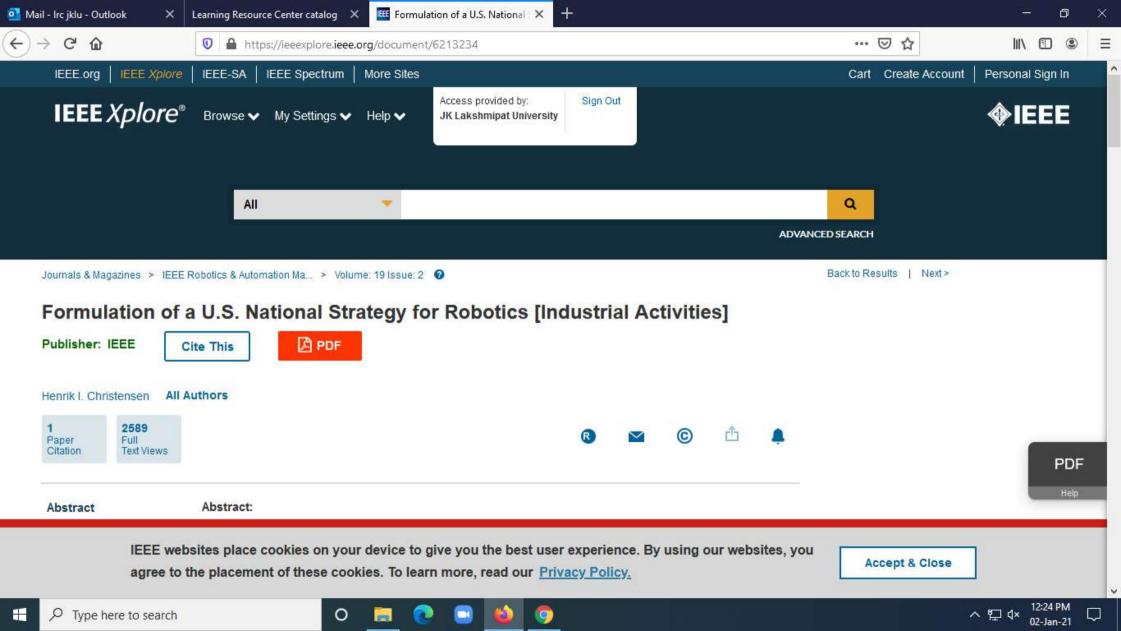
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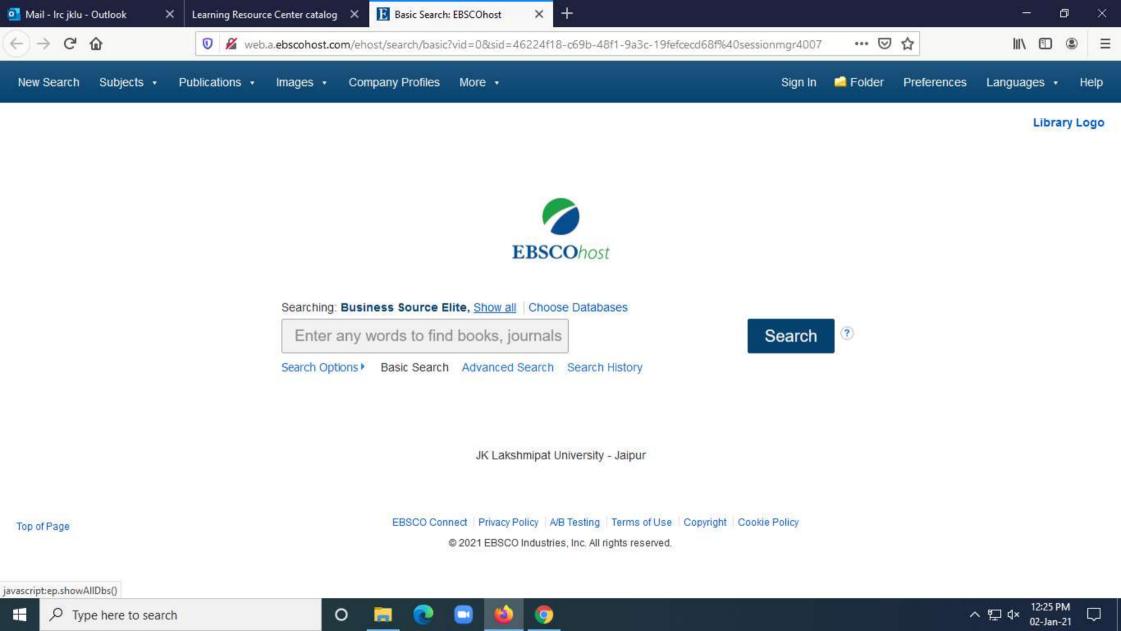
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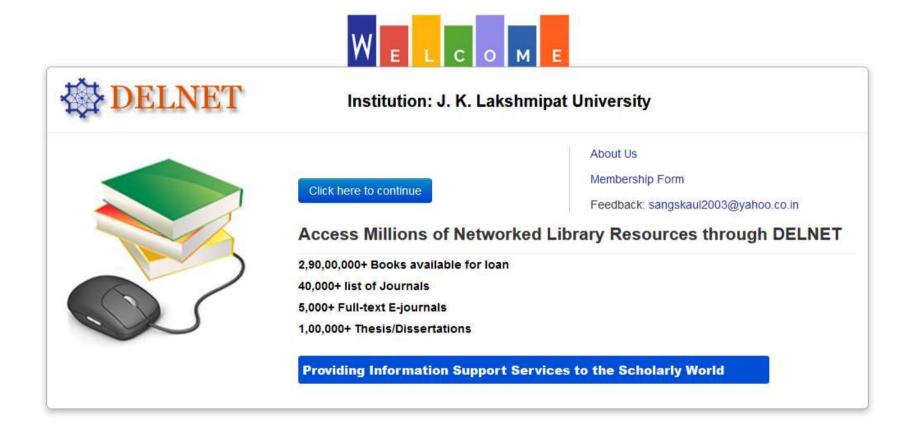
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- (b) <u>Termination</u>. Notwithstanding the terms of Section 5(a), this Agreement may be terminated as follows:
- (1) Material Breach. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.
- (2) Suspension. In the event that IEEE notifies Licensee of a material breach of Section 3(c)(1), IEEE reserves the right to suspend Licensee's access to the Licensed Products. IEEE will make commercially reasonable efforts to limit suspension to the offending IP address or user account, to the extent that the offending IP address or user account can be reasonably ascertained under the circumstances; otherwise, IEEE reserves the right to suspend all online access to the Licensed Products by Licensee. The suspension shall remain in effect until Licensee has cured the material breach, and Licensee shall not be entitled to a refund of any fees during such suspension. If Licensee does not cure the material breach within thirty (30) days after notice of such breach, IEEE shall be entitled to terminate this Agreement immediately.
- (3) Insolvency. Either party may terminate this Agreement in the event that the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.
- (c) <u>Events Upon Termination</u>. Upon termination of this Agreement, Licensee shall make reasonable efforts to delete all electronic copies of Articles and eBooks that are in its possession or control. Licensee may continue to use print copies of Articles and excerpts from eBooks made in accordance with the terms and conditions herein during the term of this Agreement, provided that Section 3(c) shall continue to govern use of such materials.
- 6. Representations and Warranties. IEEE and Licensee each represents and warrants to the other that: (a) it has the necessary power and authority to enter into this Agreement; (b) the execution and performance of this Agreement has been authorized by all necessary corporate or institutional action; (c) entry into and performance of this Agreement will not conflict with any provision of law or the certificate of incorporation, by-laws or comparable organizational documents of the party or conflict with any condition of any contract to which it is a party; (d) no action by any governmental organization is necessary to make this Agreement valid and binding upon the party; and (e) it possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement.
- 7. DISCLAIMER, THE LICENSED PRODUCTS ARE PROVIDED TO LICENSEE "AS IS" AND "WITH ALL FAULTS." IEEE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL. WARRANTIES AND REPRESENTATIONS (EXCEPT AS SET FORTH IN SECTION 6), EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF THE LICENSED PRODUCTS, OR THAT LICENSEE'S USE OF THE LICENSED PRODUCTS WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET LICENSEE'S REQUIREMENTS. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONTENTS OF THE LICENSED PRODUCTS ARE SUBJECT TO CHANGE.

8. LIMITATION OF LIABILITY.

- (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF THE LICENSED PRODUCTS, SUCH AS ANY MALFUNCTION, DEFECT OR FAILURE OF THE LICENSED PRODUCTS OR THEIR DELIVERY VIA THE INTERNET, EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.
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- (a) Upon termination of this Agreement, except in the event of termination by IEEE pursuant to Section 5(b), subscribing institutions may have access to online post cancellation access in accordance with IEEE's prevailing practice and terms.
- (b) Post cancellation access is only available to Academic IEL, ASPP, POP and POP All customers paying 25% or more of the llst price for their subscription package, who have a fully executed IEEE Online Products Agreement in place at the time of cancellation, and with no outstanding invoices.
- (c) Post cancellation access shall not include any IEEE Standards, eBooks, eLearning or content licensed by IEEE from third-party content providers or for which IEEE otherwise does not have the right to provide archival access except for IET content.
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- (e) A cancelling customer must send a specific written request to their IEEE sales representative or the authorized dealer for a quote for post cancellation access.

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- (b) <u>Data Protection</u>. In the event that IEEE's performance of its obligations under this Agreement requires that IEEE receive or otherwise process any personal data of Licensee or its Authorized Users, IEEE shall process such personal data in accordance with the IEEE Privacy Policy (https://www.ieee.org/security-privacy.html), which may be amended from time to time, and the applicable data protection laws.
- (c) <u>Notice</u>. Notices given under this Agreement shall be in writing and may be delivered by hand or sent by internationally-recognized courier service, e-mail or fax to the physical address, e-mail address or facsimile number for each party set forth on the first page of this Agreement. Any such notice shall be deemed successfully given: (1) if delivered personally, at the time of delivery; (2) in the case of an internationally-recognized courier service, on the date of delivery confirmation; or (3) in the case of e-mail or facsimile, at the time of successful transmission.
- (d) <u>Assignment</u>. Licensee may not assign this Agreement, or sublicense, assign or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of IEEE.
- (e) <u>Entire Agreement</u>. This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous oral or written negotiations, purchase orders or agreements on the subject matter herein. The

Parties expressly agree that in the event of any conflict between the provisions of this Agreement and the provisions of any purchase order, procurement internet portal or any other similar non-IEEE document, the provisions of this Agreement shall control.

- (f) <u>Amendment</u>. This Agreement may not be amended except in a writing executed by an authorized representative of each party.
- (g) <u>Severability</u>. If any provision of this Agreement shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability. Such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.
- (h) <u>Force Majeure</u>. Any prevention of or delay in either party's performance hereunder due to labor disputes, acts of God, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond such party's reasonable control shall excuse such party's performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.
- (i) <u>Non-Waiver</u>. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- (j) <u>Survival</u>. The provisions of this Agreement that should by their nature survive termination of this Agreement shall survive such termination, including, but not limited to, Sections 3(c), 4, 5(c), 6, 7, 8, 9, and 10.
- (k) <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (I) <u>Arbitration</u>. All disputes arising under the contract agreement shall be resolved in accordance with the rules of the ICC International Court of Arbitration by one or more arbitrators based in the United Kingdom and carried out in the English Language.

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

THE INSTITUTE OF ELECTRICAL AND	LICENSEE
ELECTRONICS ENGINEERS, INCORPORATED	12
Signature:	Signature:
EXECUTED BY Name: William D. O'Connor	Name: DR. M. U. RAJA
IEEE Director of Customer Operations AUGUST 18, 2020	Title: LIBRARIAN
Date: Willieu Des	Date: 21-01-2020
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SCHEDULE A: LICENSED PRODUCTS

LIC	ensed Products.
	IEEE/IET Electronic Library (IEL)
	IEEE All-Society Periodicals Package (ASPP)
	IEEE Proceedings Order Plan (POP)
	IEEE Proceedings Order Plan ALL (POP ALL)
	The following IEEE Standards Online Package(s): All Inclusive IEEE Standards; All Inclusive Information and Technology; All Inclusive Power and Energy; All Inclusive Telecommunications; IEEE 3000 Standards Collection; Arc Flash Standards; eHealth Standards; Electro-Magnetic Compatibility; Foundations for Smart Grid; LAN/MAN Plus Drafts; NESC 2017 Code; NESC 2017 Code and Handbook; Nuclear Engineering; Power Distribution & Regulating Transformers; Power Protective Relaying; Power Switchgear; Power Transmission & Distribution; Software Engineering; Communications; Design Automation; Electric Machinery; Redline Standards; Nuclear Engineering; Vehicular Technology.
	Draft Standards
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	 Wiley eBooks Library; MIT Press eBooks Library; IEEE-Wiley Telecommunications eBooks Library; Now Publishers Foundations and Trends® Technology eBooks Library, Full Collection; Now Publishers Foundations and Trends® Technology eBooks Library, Computer Science Collection; Now Publishers Foundations and Trends® Technology eBooks Library, Energy and Engineering Collection; SAE eBooks Library, Previously Published SAE eBooks Library, Front List Only; Morgan and Claypool Al Collection
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Licensee Initials:

DR. M. U. Raja

6

SCHEDULE B: AUTHORIZED SITES

a. JK	Name and physical address(es) of Authorized Site(s) of Licensee: LakShmipat University, Near Makindra SEZ, Mahapura, Almer Road Jaipur - 302026 (Rajarthan, INDFA)
В.	IP Address(es) of Authorized Site(s) - if proxy server is used, skip Part B and go to Part C:
	182.19.7.130 \$ 134
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Licensee Responsibilities

☐ Provide Remote Access☐ Other (please specify):

Licensee shall: (a) be responsible for verifying the status of Authorized Users; (b) provide lists of valid IP addresses to IEEE and updating such lists promptly as changes are made; and (c) in addition to the security procedures of Section 4 of the Agreement, cooperate with IEEE in the implementation of additional security procedures reasonably requested by IEEE. Licensee represents and warrants that the list of IP addresses provided above is accurate and valid, and all such IP addresses are owned or controlled by Licensee. Licensee recognizes that IEEE may not support third party web services or servers, and use of such unsupported services or servers, such as EZ-Proxy, or Z-Scaler, may degrade access to the Licensed Products for which IEEE undertakes no responsibility.

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7

Rev. 02/2019





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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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DATA PROCESSING ADDENDUM







This Data Processing Addendum (the "Addendum") is by and between EBSCO Publishing, Inc. ("Service Provider") and Data Controller ("Customer"). This Addendum is being entered into in connection with and subject to the terms and conditions contained in the License Agreement between Service Provider and Customer (the "Agreement"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1. **Definitions**

- a. "Data Protection Legislation" means the General Data Protection Regulation 2016/679, the European Directive 2002/58/EC, and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them.
- "data processor", "data controller", "data subject", "personal data", "processing" and "appropriate technical and organisational measures" shall be interpreted in accordance with applicable Data Protection Legislation; and
- c. "Services" shall have the meaning set forth in the Agreement (as applicable).

2. **Data Protection**

- a. The provisions of this Section 1 shall apply to the personal data the Service Provider processes in the course of providing Customer the Services. Service Provider is the data processor in relation to the personal data that it processes in the course of providing Services to Customer. Customer is the data controller in relation to the personal data that it processed by data processor on its behalf in the course of providing Services to Customer.
- b. The subject matter of the data processing is providing the Services and the processing will be carried out until Service Provider ceases to provide any Services to Customer. Annex 1 of this Addendum sets out the nature and purpose of the processing, the types of personal data Service Provider processes and the data subjects whose personal data is processed.
- c. When the Service Provider processes personal data in the course of providing Services to you, Service Provider will:
 - process the personal data only in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer). If applicable law requires Service Provider to process the personal data for any other purpose, Service Provider will inform Customer of this requirement first, unless such law(s) prohibit this;
 - ii. notify Customer promptly if, in Service Provider's opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation;
 - assist Customer, taking into account the nature of the processing: iii.
 - 1. by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights;
 - 2. in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation, taking into account the information available to Service Provider; and
 - 3. by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as





set out in Article 28 of the General Data Protection Regulation have been met.

- iv. implement and maintain appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of personal data and appropriate to the nature of the personal data which is to be protected;
- v. in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party subprocessors, thereby giving Customer the opportunity to object to such changes. Service Provider will not give access to or transfer any personal data to any third party for such third party's independent use (e.g., not directly related to providing the Services) without Customer's prior written consent. If Service Provider provides personal data to third party subprocessors involved in providing the Service, Service Provider will include in its agreement with any such third party subprocessor terms which are at least as favorable to Customer as those contained herein and as are required by applicable Data Protection Legislation;
- vi. ensure that Service Provider personnel required to access the personal data are subject to a binding duty of confidentiality with regard to such personal data;
- vii. except as set forth in Section 2.c.v. above or in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer), ensure that none of Service Provider personnel publish, disclose or divulge any personal data to any third party;
- viii. upon expiration or earlier termination of the Agreement, upon Customer's written request, securely destroy or return to you such personal data, and destroy existing copies unless applicable laws require storage of such personal data; and
- ix. at Service Provider's option, allow Customer and Customer's authorized representatives to either (i) access and review up-to-date attestations, reports or extracts thereof from independent bodies (e.g. external auditors, , data protection auditors) or suitable certifications to ensure compliance with the terms of this Addendum; or (ii) conduct audits or inspections, upon the parties mutual agreement, during the term of the Agreement to ensure compliance with the terms of this Addendum in accordance with this Section c.ix.. Notwithstanding the foregoing, any audit must be conducted during Service Provider's regular business hours, with reasonable advance notice to Service Provider and subject to reasonable confidentiality procedures. In addition, audits shall be limited to once per year.
- d. If Service Provider becomes aware of and confirms any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to Customer's personal data that Service Provider processes in the course of providing the Services (a "Security





Breach"), Service Provider will notify Customer within forty-eight hours.

- e. All transfers of personal data from the EEA and Switzerland to the U.S. is covered by Service Provider's Privacy Shield certification. Service Provider agrees to (i) maintain Service Provider's Privacy Shield certification throughout the term of the Agreement, provided Privacy Shield certification remains a valid basis under the Data Protection Legislation for establishing adequate protections in respect of a transfer of personal data outside of the European Economic Area and/or Switzerland or (ii) execute Standard Contractual Clauses in respect of the processing of such personal data. Service Provider will promptly notify Customer if Service Provider ceases to maintain, or anticipates the revocation or withdrawal, or are otherwise challenged by any regulatory authority as to the status of Service Provider's Privacy Shield certification, or if Service Provider makes a determination that it can no longer meet our obligations under Privacy Shield.
- f. Prior to Service Provider processing personal data to Customer and Customer's users, Customer agrees to obtain a legal basis, which may include consent, for the processing of personal data in connection with the provisioning and use of Services. This Section (f) shall be in accordance with Article 6 of the GDPR or other applicable Data Protection Legislation.

3. MISCELLANEOUS

In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. For avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum will be governed by the relevant provisions of the Agreement, including limitations of liability. Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern this Addendum. Except as otherwise expressly provided herein, no supplement, modification, or amendment of this Addendum will be binding, unless executed in writing by a duly authorized representative of each party to this Addendum. If any provision of the Addendum is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on the parties.

ANNEX 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

This Annex 1 includes certain details of the Processing of Company Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Company Personal Data

Subject to Agreement, Service Provider will provide the Services for the duration of the Agreement, unless otherwise agreed upon in writing.

The nature and purpose of the Processing of Company Personal Data

Service Provider will process all personal data governed by this Addendum as necessary to perform the Services pursuant to the Agreement, and as may be further instructed by Customer in its use of the Services.

Page 7 of 12

The types of Company Personal Data to be Processed







Where applicable, as users are voluntarily permitted, but not required, may create a personalized account. Those accounts may collect the following limited personal data:

- 1. Name;
- 2. Email Address;
- 3. Password (in some cases); and
- Security questions with answers.

The categories of Data Subjects to whom the Company Personal Data relates

Data subjects include Customer's current end-users.

ANNEX 2: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

Description of the technical and organizational security measures implemented by the Service Provider in accordance with the Addendum:

See attached Security White Paper.

White Paper: Information Security Practices Introduction

Information Security (IS) is a priority at EBSCO Information Services (EBSCO). Our mission is to incorporate security and risk management practices into our policies, procedures, and day-to-day operations within the organization. This approach enables appropriate diligence to ensure adequate protection of information assets and systems.

EBSCO's IS practices and strategies provide controls at multiple levels of the data lifecycle, from receipt to access, transfer, and destruction.

EBSCO is an international corporation producing products and services for customers across multiple markets. Our approach and tools will accommodate variances in requirements based on market or locale. We are committed to the confidentiality, integrity and availability of our information assets.

Information Security Policies & Management

EBSCO's Information Security Policy stands as the core of our IS program. Policies address security-related topics across the information asset lifecycle: from general policy roles - outsourcing security controls, change management, data classification, data retention and disposal, paper and electronic media, and system configuration requirements - to more specialized policies addressing anti-virus, encryption, backup, logging, and physical security controls. Our policies are developed in conjunction with the EBSCO Chief Information Officer (CIO) as well as the Legal, EBSCO Information Security and Business Continuity Management teams. The EBSCO IS office is responsible for maintaining all of EBSCO's information security policies, facilitating the development of processes for secure application development and security assessments, and auditing current practices to ensure compliance with policy.

EBSCO's Information Security team

The EBSCO IS team holds specific certifications (ISC2, SANS/GIAC) specializing in Information Systems, Intrusion Analysis / Prevention, Incident Handling, Computer Forensics, in addition to having years of experience working with industry security best practices.







Is responsible for developing a strategy and approach to achieve objectives consistent with EBSCO's desired information security posture. EIS InfoSec is also responsible for developing, facilitating and/or overseeing the information policies, standards, guidelines, strategies and procedures; for conducting risk assessments; for managing incidents, and for providing internal / external reporting.

Lastly, IS constantly evaluates the effectiveness of ongoing security operational processes and monitors compliance for internal and external requirements. As such, a core component of our approach to protecting our information assets is continuous training and awareness of information security policies and procedures across all levels of personnel at EBSCO. As examples, EBSCO continues to mature its practices in the following areas:

- On-boarding education of EBSCO's information security policies and practices
- IS training and awareness based on roles and responsibilities, on handing and securing information assets
- Targeted information security discussion and presentations on security-related topics
- IS team access and membership to information security communities and organizations such as SANS, IAPP, BCI, DRI, etc.
- IS communications to EBSCO's employee population regarding latest threats, practices, guidelines, etc.

Information Asset Protection

EBSCO security policies provide a series of threat prevention and infrastructure management procedures, including the following:

Incident Management

EBSCO has an incident management approach that ensures security issues are handled accordingly. This involves ensuring incident response procedures are followed in order to contain or eradicate any threats or issues, taking due diligence in investigating and reporting the incident, taking appropriate steps to recover from the incident, and, if necessary, taking appropriate steps to escalate issues to senior management, law enforcement, or other key stakeholders. Events that directly impact customers are highest priority.

Post-event assessments are conducted to determine the root cause for events, regardless of threat, to understand if the causes are one-time, or trends, to adjust response or prevent recurrence.

Incident management procedures are exercised based on threat scenarios (e.g., insider threats, phishing, social engineering, software vulnerabilities) as needed to ensure that processes are efficient and stakeholders understand protocol.

Monitoring

EBSCO employs monitoring across its environments with multiple tools (a combination of open source and commercial tools) to identify, track, monitor, and report on pertinent risks, vulnerabilities (e.g., host availability, application response time, security events, etc.) Monitoring tools are set up to provide alarms and notices to EBSCO staff, who review and assess system logs to identify malicious activity. Ongoing analysis across environments helps identify potential threats for escalation to EBSCO IS staff.

Vulnerability Management

The EBSCO IS team scans for security threats using commercial, automated and manual methods. The team is also responsible for tracking and following up on any potential vulnerabilities that might be detected. The team has the capability to scan environments (both internal and external) and is updated on new systems within our environment.







Once EBSCO's Technology and IS teams have identified a vulnerability, it is prioritized according to severity and impact and remediated accordingly. The EBSCO IS team tracks risk and vulnerabilities until remediation.

Malware Prevention, Detection & Remediation

EBSCO uses multiple tools to address malware and phishing risks (e.g., firewalls, anti-virus, backups, automated and manual scanning, end-user awareness). EBSCO's IS team periodically evaluates new technologies to mitigate malware and Advance Persistent Threats (APTs) to stay as protected as possible from these risks.

Network Security

EBSCO employs multiple layers of defense to secure information under our control, including protecting the network perimeter from external attacks – allowing only authorized services and protocols to access EBSCO's systems and services.

EBSCO's network security strategies, among other capabilities, include network segregation (e.g., production vs. testing, DMZ, service delivery vs. corporate).

Application Security

EBSCO employs Next Generation and Application Firewall technologies to mitigate the latest threat and attack vectors such as:

- Zero Day exploits
- Web application attacks (OWASP Top10)
- "Brute Force" and "Low and Slow" attacks
- · Content scraping/harvesting
- Phishing/Spear Phishing
- Botnet/SpamBot activity
- Known malicious sources/actors

EBSCO leverages these technologies coupled with commercial threat intelligence feeds to create a comprehensive solution to detect and mitigate targeted application attacks before they have a chance for success.

Logical System Access

EBSCO has controls and practices to protect the security of customer information and employees. EBSCO maintains detailed logical access control security. Group access is used to grant employees access based upon their assigned function and job responsibility.

Each system user is assigned a unique user ID and password, and users are required to enter their current password prior to creating a new password.

Media Disposal

EBSCO utilizes a combination of internal processes and third-party vendors for media disposal. Destruction is based on the information asset classification and retention requirements. Certificates of destruction are collected, as required, from external third parties.

Logging Controls

EBSCO's policies provide that all event logs must be collected and protected from unauthorized access. The viewing of logs occurs only as required. The logs are further protected by a file integrity monitoring system that alerts the IS department of unauthorized access and modification.

Page 10 of 12





Personnel Controls

EBSCO employees are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards.

EBSCO will verify an individual's education and previous employment, and perform internal and external reference checks. Where local laws or statutory regulations permit, EBSCO may also conduct criminal, credit, immigration, and security checks. The extent of background checks is dependent on the desired position.

Upon acceptance of employment at EBSCO, all employees are required to execute a confidentiality agreement that documents the receipt of, and compliance with, EBSCO policies.

At EBSCO, all employees are responsible for information security. As part of this responsibility, they are tasked with communicating security and privacy issues to designated management in Technology, IS, and/or the CIO.

Physical and Environmental Security

EBSCO has policies, procedures, and infrastructure to handle both the physical security of its data centers as well as the environment in which the data centers operate. These include:

Physical Security Controls

EBSCO's data centers employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at EBSCO data centers includes the following:

- electronic card access control systems
- intrusion detectors and alarms
- computer inventory control
- interior and exterior cameras
- 24/7 security guard access

Access to areas where systems, or system components, are installed or stored is segregated from general office and public areas such as lobbies. The cameras and alarms for each of these areas are centrally monitored. Activity records and camera footage are kept for later review, as needed.

Access to all data center facilities is restricted to authorized EBSCO employees, approved visitors, and approved third parties whose job it is to operate the data center. EBSCO maintains a visitor access policy and procedures on approvals for visitors, third parties, and employees who do not normally have access to data center facilities. EBSCO audits who has access to its data centers on a regular basis.

EBSCO restricts access to its data centers based on role.

Environmental Controls

Power and Utilities - EBSCO data centers have redundant electrical power which includes backup generators as well as multiple utility providers, services, and systems. Alternate power supplies provide power until diesel engine backup generators engage and are capable of providing emergency electrical power, at full capacity, as needed, and the redundancy of our multiple oil providers, geographically diverse, allows for continuous operation, if needed.







- Climate Control EBSCO maintains redundant cooling systems to control our data center environments.
- Fire detection, protection and suppression EBSCO fire protection systems include fire alarms, automatic fire detection, and fire suppression systems. Should a fire arise in our data centers, visible and audible alerts are activated and proper response is initiated, which include automated response as well as the use of physical fire extinguishers located throughout our data centers.

Scott Macdonald, Director, Information Security

Signed, sealed and delivered by

Signed, sealed and delivered by

(For EBSCO Publishing Inc.)

(For JK Lakshmipat University)

Signature

Name

: Mr. Kyung Soo Yi

Designation

: Sr. Vice President of Sales

Place

Seal

: Singapore

Signature :

Name

: Dr. M U Raja

Designation

: Librarian

Place

: Rajasthan

Seal

Dr. M. U. Raja

Librarian

JK Lakshmipat University, Jaipur

BILL OF SUPPLY



ORIGINAL FOR RECIPIENT

Details of Suppl	ier
GSTIN	9917USA29012OSE
Name	EBSCO INTERNATIONAL INC.
Address	5724, Highway 280 East, Birmingham
State	Alabama
Country	United States of America
Zip Code	35242
S.no. of Invoice	E/20-21/Aug-025
Date of Invoice	Wednesday, August 19, 2020
PAN Number	AACCE-3535-D

Name	The Vice Chancellor				
Address	JK Lakshmipat University, Laliya ka Vas, PO Mahapura, Ajmer Road, Jaipur				
State	Rajasthan				
State code	302026				
PAN	AAAJJ0849E				
GSTIN (Unique ID)	08AAAJJ0849E1ZD				
Place of supply	Ralasthan				
PO No. / Reference	NA				
PO Date / Reference Date	iNA				

Sr. No.	Description of	f Goods/Services	Subscription Period	HSN/service accounting code	Qty	GST Rate	Currency Exchange Rate		otal D \$)	Total (INR)
1	Business Source Elite		August 2020-July 2021	998431	1	0%	75.82	\$ 4,0	008.00	₹ 303,887
			SUB TOTAL					\$4	,008.001	₹ 303,88
-	A		+	En all and a second				_	Value	INR Valu
				Discount Rate				USL	\$0.00	INFC VARUE
				Taxable Value				\$4	.008.00	₹ 303,887
				Add: IGST @ 189 & Conditions)	% (Ref	er Point I	Va. 9 of Terms		NIL	NIL
				Add: IGST @ 5% & Conditions)	(Refe	Point N	o. 9 of Terms	[NIL.	NIL
				TOTAL				\$4	,008.00	₹ 303,887
	voice Value (In figure)	₹ 303,887.00								
	voice Value (In Words)		Thousand Eight Hundred E	ighty Seven Only						
moun	t of Tax subject to Reverse Charge	NIL								

Amount of Tax subject to Reverse Charge

NIL

PURCHASE ORDER (PO) MUST BE IN THE NAME OF EBSCO INTERNATIONAL INCORPORATED.

TERMS & CONDITIONS

In case any of the customer desires to deduct tax at source, the same must be deducted under section 195 of the Income-tax Act in the name of EBSCO International Inc. PAN-1 AACCE-3535-D.

2 PURCHASE ORDER (PO) MUST BE IN THE NAME OF EBSCO INTERNATIONAL INCORPORATED (IF APPLICABLE)

Please pay amount in advance and there should be no partial payments.

Bank Exchange rate:- Deutsche Bank exchange rate applicable

Terms: Net due upon receipt of involce EBSCO guarantees payment to all publishers.

6 This Price is valid for 21 days from the date of Bill of Supply
7 Shipment is made directly from overseas supplier.

EBSCO Information Services India Private Ltd is an independent entity and its role is limited to marketing and coordination for the distribution and delivery of the worldwide publications offered by EBSCO International Inc. in India.

GST Exemption is applicable based on the understanding that your institute qualifies as an educational institution under GST Notification No. 9/2917 (SS) (Rate), GSD (1993) applies to services provided to all entities/ institutions other than those covered by exemption such as Vocational Institutes, Pre-school / Higher Secondary School educational institutions, Non-Educational Organizations/entities, etc.

Signature

BANK DETAILS

INDIAN RUPEE WIRE TRANSFERS CAN BE SENT TO

Account Name : EBSCO International Inc. BANK NAME : Dautsche Bank

IFS CODE: DEUT0796DEL ACCOUNT NO.: 1566934000

BANK ADDRESS : Deutsche Bank AG, Filiale New Delhi Global Business Services, 18-20,

14th Floor HT House K G Marg, 110 001, New Delhi

US DOLLARS TRANSFERS CAN BE SENT TO

Account Name: EBSCO International Inc. 5724, Highway 280 East, Birmingham, Alabama United States of America -35242

SWIFT CODE: WFBIUS6S

ABA: 121000248

ACCOUNT NO.: 2000027338795

Bank Name & Address : Wells Fargo Bank, San Francisco, CA USA,



EBSCO International, Inc.

5724, Highway 280 East, Brimingham Alabama -35242 USA

For the Pe	eriod	<u> </u>	1-Apr-20	То	31-Mar-21	
						-
Towards Subscription of Bu		Busines	s Source Elite			
Drawn on						
By Cash/WireTrf/DD/Cheque* No.			Wire Trf		Date	18-Aug-20
				4.1		-
Sum of	Rupees Three La	kh Three Th	nousand Eight Hund	red Eigh	tySeven Only	

^{*} Subject to realization in Bank





BILL OF SUPPLY

Original for Recipient

BILL OF SUPPLY

GSTIN	9917USA29012OSE					
Name	EBSCO INTERNATIONAL INC.					
Address	5724, Highway 280 East, Birmingham, Alabama, United States of America- 35242					
S.no. of Invoice	I/19-20/Jan-059					
Date of Invoice	21 January 2020					
PAN Number	AACCE-3535-D					

Details of Receiver (Billed to)

Name

JK Lakshmipat University

Address

Near Mahindra SEZ, Mahapura Ajmer Road, Jaipur

State

Rajasthan 302026

State code PAN

AAAJJ0849E

GSTIN (Unique ID)

08AAAJJ0849E1ZD

Place of supply

Jaipur, Rajasthan

Sr. No.	Description of Goods/Services	Subscription Period	HSN/service accounting code	Qty	Unit	Currency Exchange Rate	Total (USD \$)	Total (INR)
1	IEEE ASPP Online Tier 3 SUB TOTAL	Jan 2020 - Dec 2020	998431	1	1	71.57	\$ 7,260 \$7,260	₹ 5,19,598.20 ₹ 5,19,598.2 0
			Taxable Value Add: IGST @ 1 Terms & Cond	8% (Re	fer Point N	 No.9 of	USD Value \$7,260.00	INR Value ₹ 5,19,598.20
			TOTAL				\$7,260.00	₹ 5,19,598.20

Total Invoice Value (In figure)

Total Invoice Value (In Words)

Amount of Tax subject to Reverse Charge

₹ 5.19.598

Rupees Five Lakhs Nineteen Thousand Five Hundred and Ninety Eight Only

ACCOUNT NO.: 2000027338795

No - NIL

Terms & Conditions

1. In case any of the customer desires to deduct tax at source, the same must be deducted under section 195 of the Income-tax Act in the name of EBSCO International Inc.

- 2. PURCHASE ORDER (PO) MUST BE IN THE NAME OF EBSCO INTERNATIONAL INCORPORATED.
- 3.Please pay amount in advance and there should be no partial payments.
- 4.Bank Exchange rate Bank rate is applicable.
- 5. Terms: Net due upon receipt of invoice EBSCO guarantees payment to all publishers.
- 6. This Price is valid for 21 days from the date of Bill of Supply/Invoice/Tax Invoice.
- 7 Chipment is made directly from overseas supplier.

INDIAN RUPEE WIRE TRANSFERS CAN BE SENT TO

Account Name: EBSCO International Inc.

Floor HT House K G Marg, 110 001, New Delhi

IFS CODE: DEUT0796DEL

Bank Name: Deutsche Bank

ACCOUNT NO.: 1566934000

CO Information Services India Private Ltd is an independent entity and its role is limited to marketing and coordination for the distribution and delivery of the worldwide publications offered by EBSCO International Inc. in India.

9. "GST Exemption is applicable based on the understanding that your institute qualifies as an educational institution under GST Notification No. 9/2017-IGST(Rate). GST @18% applies to services provided to all entities/ institutions other than those covered by exemption such as Vocational Institutes, Pre-school / Higher Secondary School educational institutions, Non-Educational Organizations/entities, etc."

BANK DETAILS US DOLLARS TRANSFERS CAN BE SENT TO Account Name: EBSCO International Inc. SWIFT CODE: WFBIUS6S Bank Name & Address : Wells Fargo Bank, San Francisco, CA USA, Bank Address: Deutsche Bank AG, Filiale New Delhi Global Business Services, 18-20, 14th ABA: 121000248



EBSCO International, Inc.

5724, Highway 280 East, Brimingham Alabama -35242 USA

EiSI/19-20/ 926 Received with thanks from	JK Laksh	mipat University		Date	21-Jan-20
Sum of Rupees i	ive Lakh N	lineteen Thousand Five I			
By Cash/WireTrf/DD/Chequ Drawn on	e* No.	Wire Trf		Date	17-Jan-20
Towards Subscription of	'P ONLINE				
For the Period		1-Jan-20	То	31-Dec-20	

INR ____519,598.00

* Subject to realization in Bank

For EBSCO International Inc.



INFLIBNET Centre

Memorandum of Understanding (MoU) for Shodhganga

(A Repository of Theses and Dissertations submitted to the Universities in India)

This Memorandum of Understanding (MoU) is made and entered into on 29 (Day) 10 (Month) 2012 (Year) between the INFLIBNET Centre, an IUC of University Grants Commission located at Ahmedabad, hereinafter referred to as "INFLIBNET" and TK LAKSHMIPAT UNIVERSITY (University / Deemed University / Inter-University Centre), here in after referred to as the 'University'.

WHEREAS, INFLIBNET Centre, an Inter-university Centre of the University Grants Commission, as its mandate, promotes open access to scholarly content generated in universities. The Centre has computers, network, software infrastructure and technical know-how required for hosting electronic versions of theses and dissertations in open access with interface to search, retrieve and access these content.

WHEREAS JK LAKSHHIPAT UNIVERSITY (University / Deemed University / Inter University Centre) has agreed to take part in the process of digitisation of old theses and dissertations (not available in computerized machine-readable format) and building-up of digital repository and to promote, share and host its ETD in 'Shodhganga: A reservoir of Indian theses submitted to the Universities in India' and other universities in open access. 'Shodhganga' is a name coined by INFLIBNET Centre for refering to the respository of Indian Electronic Theses and Dissertations. The word "Shodh" originates from Sanskrit and stands for research and discovery. The 'Ganga' is the holiest, longest and largest river in Indian subcontinent which has held heart of its people captive and drawn millions of people to its banks since the dawn of history. The Ganga is the symbol of India's age-long culture and civilization, ever changing, ever flowing, ever loved and revered by its people. "Shodhganga", a repository of theses and dissertations submitted to Indian universities, is expected to keep growing to a formidable size as more and more researchers from India submit their research works to this ever growing reservoir.

This Memorandum of Understanding (MoU) defines responsibilities, liabilities and commitments of the institutions involved to ensure proper system implementation, to meet the objectives pertaining to submission and access to Electronic Theses and Dissertations as envisaged by the UGC vide its Notification (Minimum Standards & Procedure for Award of M.Phil/Ph.D Degree), Regulation, 2009 dated 1st June, 2009.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, INFLIBNET and the University agree to the following terms and conditions:

I. INFLIBNET Centre

 Provide access to ETD hosting server(s) at the INFLIBNET Centre 'Shodhganga' to the University with accompanied software interface enabling University / its student to create metadata and upload their theses and dissertations in ETD repositories designed for this purpose. The INFLIBNET will take the responsibility of keeping the data intact and usable, keep back-up of the data so as to avoid its loss. The INFLIBNET will deploy tools and techniques of digital preservation to ensure continuing access to scholarly content in digital formats and to protect them from media failure, physical loss and obsolescence.

- Recommend to the UGC to extend financial assistance to the Universities under Sections 12(B) and 2(f) of UGC Act for digitization of theses and dissertations not available in computerized machine-readable format and / or for procurement and installation of a suitable computer system / infrastructure for creation of ETDs.
- Provide configuration of system, specifications and technical guidance to the University for procurement of computer hardware and related systems for setting-up of ETDs.
- Provide guidelines, technical standards and specifications for digitization of Ph.D. theses submitted to the university in past and for theses not available in computerized machine-readable format.
- Impart training to at least one person from the university (from library field and / or from computer field) in creation, updation and computerized operation of digital repositories of ETDs especially on 'Shodhganga'.
- Extend access to an anti-plagiarism software or provide services to evaluate theses for possible plagiarism and submit a report to the concerned university.
- The INFLIBNET may refuse to host any material deemed by the INFLIBNET to be controversial in nature or is in violation of copyright act.
- This right of refusal will not relieve the University / Ph.D. scholar of liability, both
 to INFLIBNET and to the public, for matter contained in the theses that may be
 libelous or actionable and to both INFLIBNET and copyright owners for copyright
 infringement by the Ph.D. Scholar.
- 9. The INFLIBNET Centre will not be responsible for i) errors, omissions, inaccuracies and quality of content or misinformation or for any damages caused to the user or any third party from the use of content provided in the theses; ii) safety and archiving of loaded content in cases of "force measure" including natural calamities; and iii) printed version of theses.
- 10. INFLIBNET Centre will recommend or provide access to plagiarism software which university may use to detect plagiarism before awarding the degree.
- 11. The INFLIBNET Centre replicates the content of theses and dissertations on different server and other auxiliary storage media. However, the INFLIBNET Centre does not take the responsibility for the archiving or backing-up of loaded content. The universities, therefore, should also keep a back-up of their theses and dissertations.

II. The University

- The University would grant non-exclusive worldwide license to the INFLIBNET Centre for hosting and distributing their theses in digital format in 'Shodhganga' or any other server designated for this purpose.
- The University / its researcher scholars agree to host / upload a computerized machine-readable file in mutually agreed format of all theses on to the 'Shodhganga' server at the INFLIBNET.
- The University will not hold INFLIBNET Centre responsible for any errors and omissions contained in the original theses.
- The University commits to digitize theses and dissertations and their bibliographic records submitted to the university and provide necessary infrastructure including manpower support for operation of ETDs.
- Commits to utilize the assistance provided by the UGC on recommendation of the INFLIBNET for implementation of ETDs including their digitization.
- Deputes at least one person from the university (from library field or from computer field) for undergoing training on implementation of ETD organized by the INFLIBNET and ensure that the person trained by INFLIBNET on ETD is / are deployed for the same job.
- Arranges to provide training to research scholars or users of its library and staff
 of colleges affiliated to University in creation of electronic version of theses and
 their deposition in the ETDs.
- Ensures use of standard software and metadata schema suggested / provided by the INFLIBNET for setting-up / development / operation of its ETDs.
- Creates bibliographic records of all theses and dissertations submitted to the
 university in standard bibliographic formats prescribed by the INFLIBNET Centre
 from time-to-time and contributes these records for inclusion in the INFLIBNET's
 Union Catalogue (IndCat).
- Commits to sharing of library ETD resources / databases with the INFLIBNET Centre as well as with other universities.

- 11. The University would agree to host their ETDs in the digital repositories 'Shodhganga or other servers' set-up at the INFLIBNET Centre, and grant non-exclusive licence to the Centre to make electronic version of theses in full-text (theses that are born digital as well as those that are digitized using scanners / digital cameras) accessible through open access ETD.
- 12. The University shall not use electronic version of theses digitized using funds given by the UGC for any commercial purposes. The University shall not rent, sell or license the use of or deliver or release or otherwise part with the possession of the systems / software or the INFLIBNET ETDs databases, Shodhganga or any part thereof to any other party (individual, institution, organization, etc.)
- 13. The University will also commit their own funds or grants for fulfillment of the project, if the project on implementation of ETDs demands more resources and funds to complete it.
- 14. The University will use the plagiarism software recommended by the INFLIBNET and made accessible to test the thesis submitted by the student for plagiarism before awarding the Degree. If the university is not subscribing to such software, it will use the software from the nearest Regional Centre, if any.

III. Termination

Both, the Parties, will have rights to terminate the MoU at any time in case of breach of obligations and terms and conditions of the MoU. This MoU signed hereunder may be terminated by either party at anytime upon ninety (90) days prior written notice. Upon termination of this Agreement, the INFLIBNET / University will stop hosting their theses immediately while keeping the theses already deposited by the University in its archives for its users. The University shall stop using the INFLIBNET's ETD facilities and databases and return any software / hardware or digitized content provided by or through the INFLIBNET, back to INFLIBNET within the 3 months notice period.

IN WITNESS WHEREOFF, the parties hereto executed this MoU on this date above mentioned.

UNIVERSITY:

Vice Chancellor / Registrar or designated authority.

(Name, Signature and Seal)

Or. Upinder Dhar Vice Chancellor JK Lakshmipat University JAIPUR INFLIBNET:

Dr. Jagdish Arora,

Director

INFLIBNET Centre,

An IUC of University Grants Commission,

Gujarat University Campus,

Navrangpura, Ahmedabad.

Gujarat, India - 380009.



