



Licensee Official Name: Chhatrapati Shahu Ji Maharaj University, Kanpur
Primary Contact: Dr. Ashish Kumar Srivastava
Email: ashish.srivastava@csjmu.ac.in
Telephone: (M) +91-8090002020
Fax: -
Physical Address:
Address (line 1): Chhatrapati Shahu Ji Maharaj University, Kanpur.
(line 2): Kalyanpur.
(line 3): _____
City: Kanpur Nagar.
State / Province: Uttar Pradesh.
Postal Code: 208004
Country: India

Billing Address (if different from above): Same as physical address.
Address (line 1): _____
(line 2): _____
(line 3): _____
City: _____
State / Province: _____
Postal Code: _____
Country: _____

This license agreement supersedes any previous online license agreement accepted during any free trial period.

This license agreement (this "Agreement") is formed under the laws of the State of New York entered into by and between William S. Hein & Co., Inc., and the Licensee specified above as of the Agreement Date.

William S. Hein & Co., Inc. is an equal opportunity employer.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AUTHORIZED USERS

(Please check whichever is applicable; please choose only one)

Campus Wide University Access --

"Authorized Users" mean persons who are authorized to use Licensee's facilities and who...

1. Are affiliated with Licensee as students, faculty or employees, or
2. Are physically present in the Library (as hereafter defined), or
3. Have been issued a password for access to Licensee's secure server(s).

Law Firm --

"Authorized Users" mean persons who are authorized to use Licensee's law facilities who...

1. Are affiliated with Licensee as partners, members or employees, or
2. Have been issued a password for access to licensee's secure server(s).

Government Agency --

"Authorized Users" mean persons who are authorized to use Licensee's facilities and who...

1. Are affiliated with Licensee as employees, or
2. Are physically present in the Library (as hereafter defined), or
3. Have been issued a password for access to Licensee's secure server(s).

Corporation / Not-For-Profit --

"Authorized Users" mean persons who are authorized to use Licensee's facilities and who...

1. Are affiliated with Licensee as partners or employees, or
2. Are physically present in the Library (as hereafter defined), or
3. Have been issued a password for access to Licensee's secure server(s).

Public Library --

"Authorized Users" mean persons who are authorized to use the Licensee's facilities and who...

1. Are physically present in the library (as hereafter defined).
2. Remote access is not permitted unless a separate remote access addendum has been executed.

Solo Practitioner / Individual --

"Authorized Users" mean only you are authorized to access the database.

I. DEFINITIONS

- A. "*Agreement Date*" means the date in Licensee's signature line.
- B. "*Database*" means the electronic archive of content provided by William S. Hein & Company according to the terms of this Agreement, as well as portions thereof or Materials (as hereinafter defined) contained therein.
- C. "*Derivative Work*" means a work based upon one or more preexisting works such as a modification, enhancement, adaptation, translation, abridgment or any other form in which such pre-existing work may be transformed or incorporated and which, if prepared without authorization of the owner of the copyright or other intellectual property right in such pre-existing work would constitute an infringement of such right.
- D. "Intellectual Property" means any trademarks, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, Derivative Works, and all other intellectual property rights relating to the Database.
- E. "*Library*" means Licensee's library and facilities as those terms are defined in the Merriam- Webster Dictionary.
- F. "*Materials*" mean any portion or portions of content in, or printed from, the Database.

II. CONTENT OF DATABASE / GRANT OF LICENSE

- A. A list of all legal materials currently available in the HeinOnline Collections is provided upon request to William S. Hein & Co., Inc.
- B. William S. Hein & Co., Inc. hereby grants to Licensee a non-exclusive license to use the Database and to provide the Database to Authorized Users as permitted herein (the "License").

III. USE OF DATABASE

- A. Licensee shall not permit anyone other than Authorized Users to use the Database, or display or otherwise make available the Database to anyone other than Authorized Users.
- B. It is understood that the purpose of HeinOnline is to provide effective preservation of journals and other legal materials, and facilitate access to such journals and other legal materials by Authorized Users. Accordingly, Licensee may not utilize the Database for commercial purposes, including but not limited to the sale of Materials, or bulk reproduction or distribution of Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Database beyond reasonable printing or administrative costs.



- C. Furthermore, under no circumstances may Licensee:
1. Remove, obscure or modify any copyright or other notices included in the Database or the Materials;
 2. Use Materials in a manner that would infringe the copyright therein; or
 3. Copy, download, or attempt to download an entire issue or issues of a journal from the Database. Licensee shall contact William S. Hein & Co., Inc., in order to obtain a printed copy of one or more entire issues of such journal.
- D. Licensee shall use its best efforts to protect the Database from any use that is not permitted under this Agreement, and shall notify William S. Hein & Co., Inc. in writing of any such use of which it learns or is notified. William S. Hein & Co., Inc. and Licensee shall from time to time consult on the establishment of further measures to inform Authorized Users of the availability of the Database.
- E. In the event of any unauthorized use of the Database by an Authorized User:
1. William S. Hein & Co., Inc. may suspend or terminate such Authorized User's access to the Database
 2. Upon notice to Licensee, William S. Hein & Co., Inc. may suspend or terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or
 3. Licensee shall suspend or terminate such Authorized User's access to the Database upon William S. Hein & Co., Inc.'s request.
- F. Interlibrary Loan - Licensee may fulfill requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

IV. DELIVERY / SUPPORT

- A. The Database will be stored at one or more locations in digital form accessible by telecommunications links between such locations and Licensee's or Authorized Users' workstations. William S. Hein & Co., Inc. shall make the Database available online in digital form to Licensee and Authorized Users within ten (10) days of the date on which the initial subscription fee is paid, provided, however, that IP addresses or passwords shall have been provided to William S. Hein & Co., Inc. pursuant to Section IV, B herein.

- B. Access to the Database shall be controlled by William S. Hein & Co., Inc., through the use of IP addresses or passwords. Licensee shall be responsible for providing lists of sets of IP addresses to William S. Hein & Co., Inc., and updating such lists on a regular basis. Licensee shall cooperate with William S. Hein & Co., Inc. in the implementation of additional security procedures as they are developed.
- C. Licensee shall inform William S. Hein & Co., Inc. if it makes use of a proxy server to provide access to the Database, or if it becomes aware of a proxy server that is providing such access.
- D. William S. Hein & Co., Inc. shall provide support to Licensee and to Authorized Users in accordance with the terms set forth on Schedule B attached hereto and incorporated herein.
- E. Licensee is responsible for establishing and maintaining hardware and Internet access to provide access to, and to transmit, the Database to Authorized Users. Licensee understands that Internet browser software is required to access the Database. Licensee understands that from time to time the Database may be added to or modified by William S. Hein & Co., Inc., and that portions of the Database may migrate to other formats.

V. FEES

- A. Licensee shall make payment to William S. Hein & Co., Inc. for the License granted herein pursuant to the payment terms set forth on Schedule A.
- B. Licensee shall be responsible for all costs associated with establishing access to the Database as set forth in Section IV, E above, including but not limited to any telecommunications or other charges imposed by carriers, proprietary network operators and Internet access providers, or licenses for browser software, if any. Licensee shall also be responsible for all costs associated with printing from the Database, and for any taxes relating to Licensee's or Authorized Users' use of the Database.

VI. TERM AND TERMINATION

- A. This Agreement shall continue in effect for as long as Licensee pays the annual subscription fee.
- B. In the event that either party believes that the other materially has breached any obligations under this Agreement, such party shall so notify the breaching party in writing.

The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

In addition, William S. Hein & Co., Inc. may terminate the Licensee's access to the Database immediately if, in William S. Hein & Co., Inc.'s reasonable opinion, there is a cumulative effect of violations of the terms of the license agreement.

- C. Upon termination of this Agreement all online access to the Database by Licensee and Authorized Users shall be terminated.

VII. PROPRIETARY RIGHTS


- A. Licensee hereby recognizes and agrees that the Database and all Intellectual Property are proprietary to William S. Hein & Co., Inc., subject to the rights of third parties therein. Licensee hereby warrants that it will not, during the term of this Agreement or any time thereafter, attach, dispute or contest, directly or indirectly, William S. Hein & Co., Inc. rights and titles in and to the Database, nor assist or aid others to do so.

VIII. REPRESENTATIONS AND WARRANTIES

- A. Each party hereby represents and warrants that it is duly organized and validly subsisting and has full authority to enter into this Agreement and to bind the party to the terms and conditions herein. Each party further represents and warrants that it has caused this Agreement to be executed by a duly authorized representative.
- B. Licensee represents and warrants that –
1. The list of IP addresses provided to William S. Hein & Co., Inc. in accordance with Section IV, B above is accurate and valid, and
 2. Licensee shall exert reasonable efforts to maintain sufficient security with respect to such IP addresses and/or passwords such that no one other than Authorized Users is or will be able to access the Database.
- C. Licensee represents and warrants that it is providing no IP addresses to William S. Hein & Co., Inc. that pertain to any campus other than those listed or indicated on page one of this Agreement, or for which access has otherwise been agreed in writing by William S. Hein & Co., Inc.
- D. The Database has been developed and is maintained with reasonable professional care. William S. Hein & Co., Inc. shall use reasonable efforts to provide continuous availability of the Database online subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of journals and other legal materials as they become available, and downtime related to equipment or services outside the control of William S. Hein & Co., Inc. including public or private telecommunications services or Internet nodes or facilities.

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Dr. Ashish Kumar Srivastava
University Librarian
University of Toronto

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- B. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration, including joint and/or consolidated arbitration where practicable, conducted in English, in Buffalo, New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
- C. The English language version of this Agreement shall be controlling over any other version.

X. NOTICES

- A. All notices given pursuant to this Agreement shall be in writing and may be delivered by hand or by overnight carrier, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent as specified above. Either party may from time to time change its Notice Address by written notice to the other party.

XI. MISCELLANEOUS

- A. 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. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of William S. Hein & Co., Inc. and Licensee.
- B. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.
- C. Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the parties.
- D. Waiver of any provision herein shall not be deemed to be 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.
- E. 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.
- F. The parties hereto agree to execute, acknowledge, and deliver all such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the intent and purposes of the Agreement.

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- E. William S. Hein & Co., Inc. shall use reasonable efforts to ensure that the journals and other materials contained in the Database are complete and faithful replications of the print versions. William S. Hein & Co., Inc. makes no representation or warranty, however, and expressly disclaims any liability with respect to the content of any Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the William S. Hein & Co., Inc. disclosure of confidential information. Notwithstanding the foregoing, Licensee agrees to notify William S. Hein & Co., Inc. in writing of any infringement, libel, or other claim pertaining to any Materials of which Licensee becomes aware. Upon such notification or if William S. Hein & Co., Inc. learns of such a claim from another source, William S. Hein & Co., Inc. may remove such Materials from the Database pending the resolution of such claim.
- F. OTHER THAN THE EXPRESS WARRANTIES STATED IN THIS SECTION, THE DATABASE IS PROVIDED ON AN "AS IS" BASIS, AND WILLIAM S. HEIN & CO., INC. DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS, IMPLIED, ORAL OR WRITTEN), RELATING TO THE DATABASE OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WILLIAM S. HEIN & CO., INC. EXPRESSLY DISCLAIMS LIABILITY FOR AND MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB OR OTHER SUCH COMPUTER PROGRAM. WILLIAM S. HEIN & CO., INC. FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO AUTHORIZED USERS, OR TO ANY THIRD PARTY.
- G. William S. Hein & Co., Inc. shall not be liable for any loss, injury, claim, liability or damage of any kind resulting from the unavailability of the Database, interruption of the services provided hereunder, or arising out of or in connection with Licensee's use of Materials. If the Database fails to operate in conformance with the terms of this Agreement, Licensee shall immediately notify William S. Hein & Co., Inc., in writing and William S. Hein & Co., Inc. sole obligation shall be to use commercially reasonable business efforts to repair the nonconformity. In no event shall William S. Hein & Co., Inc.'s liability exceed the fees paid to William S. Hein & Co., Inc. by Licensee. Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, even if advised of the possibility of a claim.

IX. GOVERNING LAW

- A. This agreement shall be interpreted and construed according to, and governed by, the laws of the State of New York or United States Federal law, as applicable, excluding any such laws that might direct the application of the laws of another jurisdiction. The parties expressly exclude, if applicable, the application of the United Nations Convention on Contracts for the International Sale of Goods.

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Dr. Anil Kumar Divyastava
University of
C. O. U. University
Kalyanpur, K. a. pur

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**SCHEDULE C
INTERNATIONAL SITES
(IF APPLICABLE)**

- I. This Schedule C is an addendum, and modifies and incorporates by reference all of the terms of the Agreement entitled HeinOnline license agreement between William S. Hein & Co., Inc. and "Licensee".

NA

Licensee has informed William S. Hein & Co., Inc. that it owns and operates the following campuses or sites, which are located outside of the United States (Please list names and locations of international campuses)

NA

The IP addresses for these campuses or sites are as follows (Please list IP addresses for the international campuses listed)

NA

William S. Hein & Co., Inc. agrees to include these campuses in the Agreement and to accord Authorized Users at these campuses access to the Database pursuant to the terms of the Agreement, subject to the following additional terms.

- II. Authorized Users will access the Database housed on William S. Hein & Co., Inc. U.S. server(s), or such other server(s) as may be determined by William S. Hein & Co., Inc.. Licensee understands that performance of the Database when accessed by Authorized Users outside of the U.S. is subject to available transmission bandwidth and other factors beyond William S. Hein & Co., Inc.'s control, and is unlikely to equal performance of the Database when accessed within the U.S.
- III. Licensee will comply with all applicable laws and regulations in its exercise of the License. Licensee represents and warrants that it will effect or obtain all non-U.S. governmental or regulatory filings, registrations, and approvals required in connection with the Agreement and will pay any costs associated therewith. Licensee will inform William S. Hein & Co., Inc. in writing of any laws or regulations of any country listed above of which Licensee becomes aware that require any change to the Agreement. William S. Hein & Co., Inc. may revoke access to any of the above campuses if warranted, in William S. Hein & Co., Inc. sole opinion, by the laws or regulations of such countries.
- IV. The Agreement will be interpreted according to, and governed by, federal or state laws of the United States, excluding any laws that might direct the application of the laws of any other jurisdiction. Any controversy or claim arising out of or relating to the Agreement will be settled or heard in the United States.

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Dr. Ashish Kumar Srivastava
University Librarian
Central Library
University of Jammu
Jammu, Jammu

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**SCHEDULE A
PAYMENT TERMS**

The total Access Fee shall be due prior to your subscription period. The Access Fees are subject to reasonable annual increases.

Payment Terms – Any payments made more than thirty (30) days after they are due and payable shall be subject to an annual interest charge.

**SCHEDULE B
SUPPORT**

William S. Hein & Co., Inc. will offer the following support to assist Licensee and Authorized Users in use of the Database. This support will be provided by William S. Hein & Co., Inc., at reasonable levels during the subscription period.

William S. Hein & Co., Inc. will serve as contact points for Licensee. Support will begin with the initial implementation of the William S. Hein & Co., Inc. system. William S. Hein & Co., Inc. will be available by email, phone or fax from 8am to 5pm EST, Monday through Friday for feedback, problem-solving, or general questions.

The contact information for HeinOnline is as follows –

HeinOnline Support
William S. Hein & Co., Inc.
2350 North Forest Rd.
Getzville, New York 14068-1296

Telephone – 800/277-6995 or 716/882-2600
Facsimile – 716/883-8100
Email – holsupport@wshein.com

Installation procedures support will include –

- Assisting with the implementation of the HeinOnline system
- Providing general information, background materials, and information for further reading

Continuing support will include –

- Troubleshooting to find solutions to individual problems
- Regular system and project updates

In addition, William S. Hein & Co., Inc. will be responsible for the maintenance of help files and user documentation available online in a variety of formats.

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TECHNICAL INFORMATION

Licensee Technical Contact

Name: DR ASHISH KUMAR SRIVASTAVA (Librarian).
Address: Central Library, CSJM University, Kanpur.

Telephone: 0090802020
Facsimile: _____
Email: ashish.srivastava@csjmu.ac.in

PLEASE NOTE – Contacts will receive regular email updates for HeinOnline. If additional members of your institution would like to receive email updates, please include their name and email address.

If you desire IP access, eliminating the need to log in using a pre-assigned username and password at the beginning of each session, please provide your IP addresses or range(s):

14.139.236.162 to 174 and 52.172.51.57.

If applicable, leave the trial password active, even after IP access has been authorized?

Yes _____ No _____

Are you currently using a proxy server to provide access to restricted resources?

Yes No

If yes, please provide the IP Information of the proxy server: _____ x _____

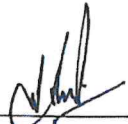
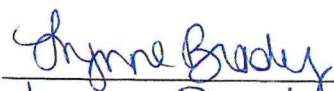
If yes, please also provide the URL of the webpage that offers information about how to use the proxy: _____ x _____

Do you have plans to do so in the future? Yes No _____

Do you provide users any other means of access to restricted resources from machines outside of your campus IP domain? Yes No _____

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The parties agree to be bound by the terms and conditions of the HeinOnline License Agreement attached hereto, in witness whereof the parties have set their hands as of the date in the Licensee's signature line below.

Licensee Signature	
Print/Type Name	Dr. ASHISH KUMAR SRIVASTAVA.
Title	University Librarian
Date	25.02.2022.
HeinOnline Signature	
Print/Type Name	Lynne Bradley
Title	HeinOnline Customer Service & Sales Support Professional
Date	03/02/2022

*Dr. Ashish Kumar Srivastava
University Librarian
G.O. J.M. University
Kalyanpur, Kanpur*

HeinOnline Contact –

For HeinOnline Customer Service or HeinOnline Technical Support –

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