



MGM INSTITUTE OF HEALTH SCIENCES

(DEEMED UNIVERSITY u/s 3 of UGC Act, 1956)

Grade 'A' Accredited by NAAC

Post Box no 06, 3rd Floor MGM Educational Campus, Plot No. 1 & 2, Sector -1, Kamothe, Navi Mumbai - 410 209.

Tel: 022-27432471 / 27432994, Fax: 022-27431094

Website: <http://www.mgmuhhs.com> & <http://www.mgmlibrary.com>; Email: universitylibrarian@mgmuhs.com

Our Ref: MGMIHS/LIB/URKUND/19/42

08 July 2019

University LIB / Director Research / Registrar / Hon. VC / University LIB

Subject: Subscription to URKUND Anti-Plagiarism Software

The URKUND Anti-Plagiarism Software was subscribed during 2018-19 for 12 months (07 March 2018 to 06 March 2019) and its subscription has expired on 06 March 2019. A copy of Invoice no. 2019/EG/1010 dated 24 April 2019 for Rs. 90,270.00 claiming the annual subscription charges towards URKUND Anti-Plagiarism software for 2019-20 (07 March 2019 to 06 March 2020) has been received (Flag "A"). Plagiarism of 300 documents was checked during 2018-19. Last year, Rs. 79,629.00 was paid towards a subscription to URKUND Anti-Plagiarism Licence whereas they have submitted a copy of Invoice for 2019-20 for Rs. 90,270.00 claiming annual subscription for URKUND, therefore, we have enquired about the regions of increase. The reply received from them is reproduced below:

"The price of the URKUND services was increased by INFLIBNET due to which the cost was increased for the universities who have signed MoU with INFLIBNET, and since your Institute has signed MoU with INFLIBNET, you have to pay Rs. 90,270.00 (inclusive of 18% GST)." (Flag "B")

We have explored the possibilities for having accessibility to URKUND Software at both campuses (Aurangabad and Navi Mumbai) out of one subscription (PI refer email of 30 May 2019 at (Flag "C"). The response received from them reveals that as per their norms, the module that has been adopted by both the institutes does not allow the license sharing mechanism (PI refer email of 26 June 2019 at Flag "D"). However, if both institutes are treated as one entity then we have to provide them total number of students of our university for obtaining the fresh quotations. The proposed module intended to be installed for the use of both campuses is known as Students Based Module.

To find out the probability for sharing the URKUND Software installed at Aurangabad operational till 05 December 2019 has been discussed. They have shown their inability to share the software at this stage on the pretext that they have continued to provide us access to the software till date without break. However, they have suggested us that they will not renew the subscription for Aurangabad on its expiry (05 December 2019). Later on, access to URKUND software at Aurangabad campus will be discontinued till March 2020 with a view to match the subscription period of both campuses. Further, they have assured us to work out total subscription required to be remitted based on Students Based Module. A copy of invoice claiming the Students Based Module Subscription to URKUND Anti Plagiarism Software for the year 2020 -21 (07 March 2020 to 06 March 2021) on new quoted rates will be submitted in due course. However, action has to be initiated 2-3 months earlier in order to switch over to new module smoothly without any interruption.


If agreed to above, expenditure sanction for Rs. 90,270.00 inclusive GST may kindly be accorded.

It is proposed that the copy of attached invoice duly checked and found in order may please be passed on to Accounts Department with the advice for making the advance payment towards subscription to URKUND Software to eGalactic through RTGS for one year effective 07 March 2019.

Submitted for your approval and guidance, please.


Dr RP Dixit 8/07/19

Encl: As Stated.


9/7/19



A

**eGalactic****Invoice**INVOICE NO: 2019/EG/1010
DATE: 26-Apr-19**Customer Information**
MGM Institute of Health Sciences
Sector - 1, Kamothe,
Navi Mumbai - 410209
Maharashtra

Client GST No.: NA

S.No.	Particulars	Tax rate	Amount
1	URKUND Anti Plagiarism Licenses for a maximum of 1000 documents with URSA Minor Access		76500
2	SGST @ 9%	9%	6885
3	CGST @ 9%	9%	6885
TOTAL			90270

Amount in words :Rupees ninety thousand two hundred seventy only.

E & OE

FOR eGalactic

Authorised Signatory



1. Payment within 10 days from invoice date
2. Cheque to be issued in favor of "eGalactic"
3. HDFC Bank, Account No: 50200032330418
4. IFS Code: HDFC0000223
5. PAN No. AVRPS3430L
6. GST No: 27AVRPS3430L3ZW
7. HSN Code: 998399

CENTRAL LIBRARY

INWARD NO. 227

DATE 30/04/2019

REF.

Rushikosh Salhe @egalactic.in

Address: B - 302, Supreme Palms, Balewadi, Pune - 411045 | Cell.: 91-9689889311

E-mail: nishasarda@egalactic.in | Visit Us: www.egalactic.in



URKUND LICENCE AGREEMENT

Customer Information

Customer (Company/educational organisation/school)	MGM Institute of Health Science
Billing Address	Dr Ram Prakash Dixit University Librarian MGM Institute of Health Sciences (Deemed to be University) Grade "A" Accredited by NAAC Sector - 1, Kamothe, Navi Mumbai - 410209 Maharashtra
Contact Person Name	Dr. Ram Prakash Dixit
Contact Person Email	drprpdixit47@gmail.com , universitylibrarian@mgmuh.com
Contact Person Phone / Mobile	022 - 27436407 /+91 - 9821968971
Contact Person Address	Same as above


Specification

Particulars	Total In INR
Licence URKUND Academic, 12 months for a maximum of 1000 Documents* including URSA Minor Access	76,500/-
Total Amount in INR	76,500/-

Additional GST @ 18% would be applied on the above

Licence Period (Renewal): 7th March, 2019

Signature

Signature For Institute:	 7/03/2019	Signature For eGalactic: Nisha Sarda
Institute Details:		eGalactic B - 302, Supreme Palms, Balewadi, Pune - 411045
Date:		Date: 22 nd February 2019
City / Town:		City / Town: Pune
		Contact Details : komalhurkat@egalactic.in



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URKUND - License Agreement Terms & Conditions

1. Introduction

These terms & conditions regulate the relationship between Prio Infocenter AB (the owner of the service URKUND, hereafter referred to as PI/URKUND; the service is referred to as "the URKUND services") and the subscribing licence holder (hereafter referred to as *The Customer*). The terms & conditions apply to the agreement that *The Customer* concludes with PI/URKUND for the use of the anti-plagiarism services called "the URKUND services". It is the obligation of *The Customer* to relay these terms of use to the individual users within *The Customer's* organisation. Unless specifically stated otherwise in the customer agreement, these terms & conditions supersede any other conflicting terms & conditions including terms & conditions between any reseller of URKUND and *The Customer*.

2. Definition and use of the URKUND services

The URKUND services are all the services related to URKUND such as the services "automatic control", "manual control", "web service" and "admin interface" etc. as defined at <http://www.URKUND.com>. PI/URKUND can modify the content of the URKUND services, change or modify the search system, add new services and close services without prior notification to *The Customer*. PI/URKUND declines all liability arising from such measures. The rights to use the URKUND services accrue to *The Customer* as defined in these terms & conditions and in the customer agreement. If *The Customer* is a school, the right is accrued to the staff at that school; if *The Customer* is a department of a school, the right is accrued to the staff of that department. If *The Customer* is a business corporation or a government department, the right accrues to those that upon agreement with PI/URKUND have been granted access to the URKUND services. PI/URKUND has the right to restrict *The Customer's* use of the URKUND services immediately for use outside those intended. PI/URKUND also has the right to deny the creation of, or disable already created, user accounts if PI/URKUND suspects that they are used or will be used by someone outside of the organisation, e.g. if the email addresses which the user account is based on differ from the organisation's standard email format. If a limit of the number of submitted documents is set, the number of documents allowed to be sent by *The Customer* during the licence period is regulated in the customer agreement. If a limit of the number of submitted documents is set, it is the responsibility of PI/URKUND to notify *The Customer* when the document limit is reached. *The Customer* will need to renew the agreement upon reaching the document limit if they wish to have continued access to the service. It is *The Customer's* responsibility to report documents that they do not agree to count into the document limit (e.g. missing reports, corrupt documents etc.) before the contract is due for renewal. "Unlimited use" of PI/URKUND's system means that *The Customer* can use the service however often they desire, unless breaking the clauses outlined in these terms of service and without relinquishing responsibility that the system is not abused. Should PI/URKUND discover that the relation between the number of submitters stated in the contract and the number of documents submitted is abnormally high, *The Customer* is obligated to help PI/URKUND find the reason or source and help remedy the situation. If *The Customer* neglects to do so or if the situation is deemed by PI/URKUND to be urgent, PI/URKUND reserves the right to restrict the access to the system with immediate effect. The number of documents sent under an unlimited licence must correspond to "fair use", i.e. to be reasonable in that the number of submitted documents is to be in line with what one can reasonably expect to be produced by the number of students for which the university is licensing URKUND. This is calculated to be up to fifteen documents per student per year.

3. Limitation of liability

The URKUND services will be provided to *The Customer* "as is" and "as available". This means that PI/URKUND does not guarantee *The Customer* that data or the URKUND services will correspond to the needs or expectations of *The Customer*, that usage of the URKUND services will be without interruption or without error and that these, in that case, will or could be corrected. PI/URKUND's liability is limited to direct damages and only if caused through PI/URKUND's negligence. PI/URKUND's responsibility is limited to direct losses and cannot be extended to consequential or indirect damages such as anticipated loss of revenue, cost of capital, loss of time or cost of substitute services. Furthermore, PI/URKUND's liability can never exceed the amount invoiced *The Customer* during the last invoicing period. Nor does PI/URKUND accept any liability for the consequences of use or misuse of its reports or published recommendations and advice. PI/URKUND shall be considered as exempt of compensation claims and other consequences if PI/URKUND has not been able to fulfil their obligations due to circumstances outside PI/URKUND's control or circumstances that could not be anticipated ('force majeure' or 'an act of god'). Exonerating circumstances like these are mainly, but not limited to, industrial actions, war, fire, lightning, earthquake, government legislation or other public rules and regulations.

4. Implementation and support thereof

a) URKUND does not monitor *The Customer's* progress of implementing the use of the service. Upon signing a contract, URKUND shall send *The Customer* instructions on how to start using the service. If *The Customer* needs additional explanations, it is *The Customer's* obligation to contact URKUND to request such support.

b) *The Customer* must be aware that the support URKUND can give to *The Customer* is limited to what can be configured on the systems which URKUND controls, such as URKUND-settings or plug-ins / integrations that have been created or commissioned by URKUND. URKUND does not commit to developing additional functionality or changing or adjusting the current system to accommodate the needs or requests of a specific customer.

c) Any configuration of installed plugins in *The Customer's* own IT environment must be done by *The Customer* itself or by *The Customer's* IT providers. If support is needed from URKUND to configure *The Customer's* own IT environment, URKUND shall charge *The Customer* an hourly rate of 110 EUR for this; however, URKUND may choose to decline such support if it is not commercially able to provide it or if it is not viable to provide this support. In case on-site support from URKUND is required, *The Customer* will be liable for travel expenses as well as the hourly rate.

d) If URKUND deems a support issue to be related to problems in the settings, configurations of *The Customer's* own IT environment, or due to faults therein, URKUND shall inform *The Customer* of this but shall not be bound to support *The Customer* with these issues.

e) If *The Customer* requests support that URKUND deems be related to *The Customer's* incorrect use of the service, URKUND shall only be bound to supporting *The Customer* to understand the correct methods of using the system. URKUND is not bound to support customers that wish to use the system in ways that are not recommended by URKUND. Usage of the system that is against URKUND's terms and conditions will be treated as per the terms and conditions.

4. Customer's obligations

The Customer agrees to act so that the URKUND services are not used in contravention of the terms & conditions of this agreement or applicable law. *The Customer* agrees not to reveal usernames and passwords to unauthorised persons and not to store documents containing information with usernames and passwords in such a way that unauthorised persons can access them. *The Customer* agrees to contact PI/URKUND if it is suspected that unauthorised persons have gained knowledge of *The Customer's* username and password. *The Customer* is responsible for updates of new users and furthermore to make sure that only authorised users have access to the URKUND services. For this purpose, it is possible to use the administration tool provided by PI/URKUND, or through contact with PI/URKUND. PI/URKUND can supply a complete list of users up to twice a year and add/delete teachers' accounts according to *The Customer's* request. *The Customer* is responsible in their own name and on their own behalf for the material which is sent to the URKUND services and, that the content of the said material is not in contravention with international law or other applicable regulations. *The Customer* is only allowed to check documents that are



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produced within the licensed department within the licensed period. Furthermore, *The Customer* may not deliberately send files that are not suitable for text plagiarism detection such as (but not limited to) files infected with a virus, corrupted files, unsupported file formats, documents containing no text or very small portions of text or other types of fragments of documents. For any additional use, *The Customer* must contact PI/URKUND to agree on this use. *The Customer* shall indemnify PI/URKUND from claims originating from third parties due to the content in, or the use of, the URKUND services.

5. The individual user's responsibility

a) The terms of use for individual users and administrators are comprised of these general terms of the agreement and are accepted by *The Customer* through connecting to the service. It is the responsibility of each user to adhere to these terms.

b) Individual users who register for a user account must be aware that this is personal in the sense that an individual user is not entitled to give people outside the organisation that constitutes *The Customer* (including students within or outside the licensing organisation), access to the user account in any way, for example, by lending it or giving it to someone, through negligence, by disclosing or otherwise disseminating username and password. Individual users must not use the URKUND services in a way that conflicts with the use of the URKUND services of PI/URKUND's other customers, e.g. by "pre-checking" documents on behalf of a student before they submit it at another university. Students may only be given a plagiarism report if the receiving teacher/user decides to share it.

c) Individual users own only the right to partake of the sources through the URKUND services for the explicit purpose of controlling if matches found by the URKUND services also appear in the submitted student documents. Use of sources other than for the described purpose is not permitted.

d) In the unlikely event that the user or administrator, through malfunction, unforeseen loopholes or through any other circumstances would receive or find access to information or settings not belonging to their personal user account or institution, the user is obligated to notify PI/URKUND immediately. The user must be aware that the information in this case may be confidential and that any unauthorised use, dissemination of the information or changing of settings is strictly prohibited.

e) Individual users are entitled to make printouts of documents submitted as part of the normal process where any plagiarism is revealed. No other use of prints from the URKUND services is allowed.

f) Individual users are, through their use of the URKUND services, obligated to treat any personal information that can emerge in such a way that they in no way lead to injury or discomfort to the person in question and also to treat this data in a way that is according to local, EU and international law.

g) Individual users should be aware that the URKUND services, through the analysis, never determine what constitutes plagiarism. The assessment related to whether the controlled text is supposed to be considered to be plagiarised or not is done entirely by the individual user in accordance with the rules and recommendations given by *The Customer's* own organisation.

6. Management of systems, maintenance and control

PI/URKUND will normally schedule planned maintenance in the technical environment between 6:00 pm (18:00) on Fridays and 06:00 am on Mondays (UTC/GMT + 1h). PI/URKUND continuously monitors the technical environment and will initiate work to resolve problems within eight hours after they are brought to PI/URKUND's attention by the automatic monitoring system or reported by *The Customer*. PI/URKUND reserves the right to be continuously developing and improving the technical environment. In those instances where this affects *The Customer's* use of the anti-plagiarism services, PI/URKUND shall be exempt of any claims of damages. Interruptions of the URKUND services extending beyond 14 days permits *The Customer* to: (1) within seven days, during the period of service interruption or after the URKUND services has been restored to cancel this agreement with immediate effect, or (2) within seven days, during the period of service interruption or after the URKUND services has been restored to prolong the subscription period defined in this agreement by a period equal to the length of the service interruption.

7. Copyright

Copyright shall be respected in accordance with applicable law. *The Customer* shall only use the URKUND services in the manner prescribed by PI/URKUND and for the express purpose of preventing and controlling plagiarism. *The Customer* grants PI/URKUND the right to archive the material that has been made available to the URKUND services, to use the said material as part of the URKUND services in accordance with the settings that *The Customer* has chosen. Any other use of the material must not be in breach of applicable copyright law or this agreement. The copyright holder has the right, and must be given the possibility to withhold their material from being used as material of comparison in the URKUND services. Execution of this right will result in the material being analysed and archived but it will not be searchable through the URKUND services. PI/URKUND does not at any time claim ownership over documents, statistics or data generated by *The Customer's* use of the service. PI/URKUND makes all reasonable efforts to keep such information secret through logging all activity in the system as well as other security measures such as (but not limited to) firewalls, system hierarchy and actual physical protection. All data generated by *The Customer* by using the system is entirely owned by *The Customer* both during the licence period and after the licence period has ended, regardless of whether the service has been terminated by *The Customer* or by PI/URKUND. Searches in URKUND's repository/archive only take place when a plagiarism report is generated. There is no possibility for *The Customer*, another client or even URKUND's staff to find documents by searching for content, browsing or sorting information in the repository/archive.

8. Stored material

Material that has been sent to the URKUND services will be stored within the system. Under no circumstances will PI/URKUND have the right to resell or in any way redistribute the material. Moreover, the material can never be provided to a third party without a written consent from *The Customer*. All use of the stored documents must be in accordance with the settings that *The Customer* has chosen. Upon request from *The Customer*, PI/URKUND will delete any document sent to *The Customer* unit. When requesting deletion of documents, the request must come from an authorised contact and document ID-numbers for each document must be provided to PI/URKUND.

9. Protection of customer integrity

PI/URKUND does not have the right, for their own purposes, nor for the purpose of another customer, to maintain any statistics or in any other way gather information about the number of detected occurrences of similarities against the sources of the URKUND services in the material submitted by a specific customer. Analysis reports are deleted after 25 months or when requested by *The Customer*.

10. Sources



To preserve the preventive effect that is generated from the sources that the URKUND services search, it is important that not all sources are made known to the public. Therefore PI/URKUND does not undertake to compile a complete list of accessible sources, neither to *The Customer*, nor to any other interested parties. Sources can be presented if PI/URKUND regards it not to have a negative impact on the preventive effect.

11. Termination of the service

This agreement shall remain in force throughout the period that *The Customer* subscribes to the URKUND services and until *The Customer's* access to the service is closed. The subscription period for the URKUND services is normally 12 months or, if a limit of the number of submitted documents is set and regulated in the customer agreement, until document limit is reached, unless the agreement states otherwise. Unless agreed otherwise, the licence will renew automatically each period until cancelled by *The Customer* or by PI/URKUND no later than three (3) months before the end of the active subscription period; if not, the cancellation will come in to effect at the end of the following subscription period. PI/URKUND reserves the right to cancel a subscription as of the renewal date of an ongoing subscription. Furthermore, PI/URKUND has the right to terminate *The Customer's* use of and access to URKUND's services immediately (and, if practicable, upon giving *The Customer* notice) in the event that *The Customer* breach any material term in this agreement or act in conflict with it. Not following payment obligations or misuse of username and password would constitute examples of such a breach. PI/URKUND has the right to monitor abuse of the service. If PI/URKUND detects that *The Customer's* use of URKUND services is jeopardising the stability of the system or any system related to URKUND services, PI/URKUND has the right to restrict with immediate effect *The Customer's* access to the services. PI/URKUND also has the right to restrict the access of *The Customer* if the number of documents sent to URKUND services is substantially higher than what could be expected in relation to the number of students/users for which *The Customer* had stated in the current contract.

12. Prices and price modifications

Prices are calculated according to size of *The Customer's* educational establishment; the size of the university is defined by the number of students. Licences are available to allow *The Customer* to use URKUND for the whole university or for a self-contained unit of the university, e.g. a faculty, department etc. PI/URKUND retains the right to modify prices once per annum. Prices are adjusted in accordance with Labour Cost Index (LCI). For customers within Sweden, prices are adjusted in accordance with AKI (SNI J+K). The new price will be effective upon renewal of the licence. PI/URKUND reserves the right to modify the prices with immediate effect if these modifications are the direct consequence of circumstances outside PI/URKUND's control, such as fluctuations in currency exchange rates. Price modifications caused by such circumstances shall be communicated to *The Customer* as soon as possible. Possible taxes or other imposed tariffs shall be paid by *The Customer*.

13. Jurisdiction

Disputes concerning the interpretation or application of this agreement and legal relationships related thereto shall be determined by arbitration pursuant to Swedish law. The dispute shall be settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.

Prio Infocenter AB/URKUND, July 2017



Dr.R.P. Dixit <drrpdixit47@gmail.com>

Details regarding last year usage of Software

Rushikesh Sathe <rushikeshsathe@egalactic.in>
To: drrpdixit47@gmail.com

Thu, May 30, 2019 at 3:13 PM

Dear Sir,

Kindly find answers to your question in blue colour.

I have received a copy of Invoice no. 2019/EG/1010 dated 26 April 2019 for Rs. 90270.00 including SGST and CGST as admissible, claiming the annual subscription charges towards URKUND Anti plagiarism licence for a maximum of 1000 documents with URSA Mirror Access. Our Accounts Department may like to have clarification on the following before making the payment:

(i) Duration of subscription paid for URKUND Anti plagiarism licence for the last year i.e. 2018-19. 7th March 2018 to 6th March 2019

(ii) Elaborate the subscription period claimed for 2019-18. The subscription period is from 7th March 2019 to 6th March, 2020

(iii) No. of documents have been processed for plagiarism checking using URKUND during 2018-19 (last year). 300 documents

(iv) Rs. 79,629.00 has been paid towards URKUND Anti plagiarism licence for the last year i.e. 2018-19 whereas you have claimed Rs. 90,270.00 for 2019-20. Please elaborate the reason for claiming extra amount for 2019-20. Due to retendering in November, 2018; the price of the Urkund services was increased by INFLIBNET due to which the cost was increased for the universities who has signed MoU with INFLIBNET; and since your institute has signed MoU with INFLIBNET; so it had to pay Rs. 90,270/- (inclusive of 18% GST).

I shall be grateful if you could kindly respond to our request by return email in order to pass the Invoice under reference for making the payment.

Thanks and Regards

Rushikesh R Sathe



Dr.R.P. Dixit <drripdixit47@gmail.com>

Details regarding last year usage of Software

Dr.R.P. Dixit <drripdixit47@gmail.com>

Thu, May 30, 2019 at 4:10 PM

To: Rushikesh Sathe <rushikeshsathe@egalactic.in>, nishasarda@egalactic.in, eGalactic Support <support@egalactic.in>

Cc: "Dr. Rajesh B. Goel" <rbg1971@gmail.com>

Dear Mr. Rushikesh,

Thank you very for responding to my queries.

I wish to draw your kind attention that we have subscribed two URKUND software one for MGM Medical College, Aurangabad; and another for MGM Medical College, Navi Mumbai. Both colleges are affiliated to MGM Institute of Medical Sciences (Deemed to be University) located at Navi Mumbai. It is submitted that URKUND software is accessible across the country. Keeping this fact in mind, I am sure URKUND software installed at MGM Medical College, Aurangabad may be made accessible to the users of MGM Medical College, Navi Mumbai on the provision of UserName and Password at both destinations.

In light of the above, kindly provide Username and Password to MGM Medical College, Navi Mumbai in order to make accessible URKUND software installed at MGM Medical College, Aurangabad.

I look forward to hearing from you soon.

With best wishes,

Dr. RP Dixit,

[Quoted text hidden]



Dr.R.P. Dixit <drripdixit47@gmail.com>

Details regarding last year usage of Software

nishasarda@egalactic.in <nishasarda@egalactic.in>
To: "Dr.R.P. Dixit" <drripdixit47@gmail.com>

Wed, Jun 26, 2019 at 4:06 PM

Dear Sir,

Greetings from eGalactic..

Trust All is Well at your end.

Regret the delay in reverting.

Kindly be noted that as per the norms the module that has been adopted by both the institutes does not allow the license sharing mechanism. However, if the institutes would like to be treated as one entity then kindly let us know the total number of students in the entire university and we will share the quotation accordingly which has to be signed and eventually we will be able to treat both the institutes as one entity.

Thanks & Regards,

Nisha Sarda

eGalactic

+91 – 96898 89311

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[Quoted text hidden]