



## University Procurement Services

Rutgers, The State University of New Jersey  
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Purchase Order		
Purchase Order Date	Purchase Order Number	Revision No.
<b>Dec 20, 2016</b>	<b>448033</b>	<b>0</b>
<b>Contact Information</b>		
Requestor Name	Michelle Stuart	
Requestor Phone	8489325515	
Requestor e-mail	michelle.stuart@rutgers.edu	

Supplier Information	Delivery Information	Billing Information
Elsevier Science Ltd PO Box 7247-7682 PO Box 7247-7682 Philadelphia, PA 19170 US Net Terms 0, Net 45 Quote number Contract <i>no value</i>	<b>Delivery Address</b> Rutgers University Attn: Michelle Stuart Bldg/Room: Room 136 Env & Natural Res Sci 14 COLLEGE FARM RD New Brunswick, NJ 08901-8551 F.O.B. Destination	<b>Email invoices to:</b> accountspayable@finance.rutgers.edu <b>Mail to:</b> Accounts Payable PO Box 2686 New Brunswick, NJ 08903 THIS P.O. # MUST APPEAR ON INVOICES, PACKING SLIPS AND ANY CORRESPONDENCE RELATED TO THIS PURCHASE

Line No.	Product Description	Catalog No.	Unit Price	Quantity	Ext. Price
1 of 1	CURRENT BIOLOGY Author colour articles Article Title : Marine dispersal scales are congruent over evolutionary and Author : Dr. Malin L. Pinsky Pii Code:S0960-9822(16)31287-8 Tax on 825.00 = 0.00 Council Directive 2006/138/EC, Article 146 (1) (a)	02216 0960-9822	825.00 USD	1 EA	825.00 USD
	<b>ADDITIONAL INFO</b> Catalog No. 02216 0960-9822				
			Subtotal	<b>825.00</b>	
			Shipping	0.00	
			Handling	0.00	
			Total	<b>825.00 USD</b>	

### Supplier Terms and Conditions


Acceptance of the purchase agreement is expressly contingent on acceptance of all the terms and conditions listed on the Rutgers Purchasing website which are hereby incorporated by reference. The general terms and conditions of purchase of services and merchandise are provided at <http://purchasing.rutgers.edu>. These are an integral part of the purchase agreement and may not be altered or modified.

Approval Signature
<b>SIGNATURE</b> 
<b>Maurice Paredes</b> Acting, Executive Director of University Procurement Services

# Summary - PO 448033

Purchase Order Number 448033

Supplier Elsevier Science Ltd

General Information		Shipping Information	Billing/Payment
Purchase Order Number	<b>448033</b>	<b>Ship To</b>	<b>Bill To</b>
Revision No.	0  Contains edits since last revision	Contact Name Michelle Stuart	Accounts Payable
Supplier Name	Elsevier Science Ltd	Room Room 136	PO Box 2686
Address	PO Box 7247-7682 PO Box 7247-7682 Philadelphia, PA 19170 US	Env & Natural Res Sci 14 COLLEGE FARM RD New Brunswick, NJ 08901-8551 United States	New Brunswick, NJ 08903 United States
Purchase Order Date	12/20/2016	ShipTo Address Code	5158
Total	825.00 USD	<b>Delivery Options</b>	<b>Billing Options</b>
Requisition Number	82650949	Requested Delivery Date	12/20/2016
Business Unit	Rutgers BU Rutgers University		Payment Terms
Business Associate Agreement Required?	<i>no value</i>	<b>Requestor Information</b>	0, Net 45
Internal Work Order Number	<i>no value</i>	Requestor Name	
Internal Project Tracking Number	<i>no value</i>	Requestor Phone	
Payment Method Override	<i>no value</i>	Requestor e-mail	
Invoice Payment Priority Override	<i>no value</i>		
<b>Contact Information</b>			
Prepared Michelle Stuart For User			

Prepared  
For User  
Phone  
Prepared michelle.stuart@rutgers.edu  
For User  
Email

**Distribution Information****Distribution Methods**

The system will distribute purchase orders using the method(s) indicated below:

Email (HTML Body) a.timmeren@elsevier.com

**Distribution Options**

Order acceptance instructions *no order acceptance instructions*

**Supplier Information****Supplier Information**

Contract *no value*

Note to Supplier *no note*

Attachments for supplier


**Accounting Codes****GL String**


Unit	Division	Organization	Location	Fund Type	Business Line	Account	Activity	RU Initiative
<i>no value</i>	<i>no value</i>	<i>no value</i>	<i>no value</i>	<i>no value</i>	<i>no value</i>	<i>no value</i>	<i>no value</i>	<i>no value</i>

**Project String**

Project ID	Task	Expenditure Type	Expenditure Organization	Location	Business Line	Activity	RU Initiative
802741	800:802741	55130	33050203537	2105	3100	0000	<i>no value</i>
SLOAN FDN.- BR2014-044- 436901	SLOAN FDN.- BR2014-044- 436901	Professional Service Editorial	33050203537	New Brunswick Regional Campus	Sponsored Organized Research	None	

**Line Item Details**

Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1  CURRENT BIOLOGY Author colour articles Article Title : Marine dispersal scales are congruent over evolutionary	02216 0960- 9822	1/EA	825.00 USD	1 EA	825.00 USD

**and Author : Dr. Malin L. Pinsky Pii**  
**Code:S0960-9822(16)31287-8 Tax on**  
**825.00 = 0.00 Council Directive**  
**2006/138/EC, Article 146 (1) (a)** 

Commodity Books/Publications/Library  
Code Services

Requisition 82650949  
Number

External Note *no note*

Attachments for supplier

Shipping, Handling, and Tax charges are calculated and charged by each supplier.  
The values shown here are for estimation purposes, budget checking, and workflow approvals.

Subtotal	<b>825.00</b>
Shipping	0.00
Handling	0.00
Total	<b>825.00 USD</b>

## Summary - Requisition 82650949

General	Shipping	Billing
<p>Status  Completed (12/20/2016 8:42 AM)</p> <p>Description</p> <p>Submitted 12/19/2016 3:32 PM</p> <p>Cart Name 2016-12-19 MRS349 01</p> <p>Prepared by Michelle Stuart</p> <p>Requestor Name Michelle Stuart</p> <p>Requestor Phone 8489325515</p> <p>Requestor e-mail michelle.stuart@rutgers.edu</p> <p>Purchase Order 448033</p> <p>PO Clauses <i>no clause</i></p> <p>Business Associate Agreement Required? <i>no value</i></p> <p>Internal Work Order Number <i>no value</i></p> <p>Internal Project Tracking Number <i>no value</i></p> <p>Payment Method Override <i>no value</i></p> <p>Invoice Payment Priority Override <i>no value</i></p>	<p><b>Ship To</b></p> <p>Contact Name Michelle Stuart</p> <p>Room Room 136</p> <p>Env &amp; Natural Res Sci</p> <p>14 COLLEGE FARM RD</p> <p>New Brunswick, NJ 08901-8551</p> <p>United States</p>	<p><b>Bill To</b></p> <p>Accounts Payable</p> <p>PO Box 2686</p> <p>New Brunswick, NJ 08903</p> <p>United States</p>

**Accounting Codes****GL String**

Unit	Division	Organization	Location	Fund Type	Business Line	Account	Activity	RU Initiative
<i>no value</i>	<i>no value</i>	<i>no value</i>	<i>no value</i>	<i>no value</i>	<i>no value</i>	<i>no value</i>	<i>no value</i>	<i>no value</i>

**Project String**

Project ID	Task	Expenditure Type	Expenditure Organization	Location	Business Line	Activity	RU Initiative
802741	800:802741	55130	33050203537	2105	3100	0000	<i>no value</i>
SLOAN FDN.- BR2014-044- 436901	SLOAN FDN.- BR2014-044- 436901	Professional Service Editorial	33050203537	New Brunswick Regional Campus	Sponsored Organized Research	None	

**Internal Notes and Attachments**

Internal Note      Publication costs associated with a paper on connectivity and diversity on coral reefs using Sloan award funds

Internal Attachments

14086CV5.pdf (87k)

**External Notes and Attachments**

Note to all Suppliers      *no note*  
Attachments for all suppliers

**Supplier / Line Item Details****Elsevier Science Ltd**



PHILADELPHI01

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❌ Supplier is no longer available

Contract      *no value*

PO Number      448033

	Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1	 <b>CURRENT BIOLOGY Author colour articles Article Title : Marine dispersal scales are congruent over evolutionary and Author : Dr. Malin L. Pinsky Pii Code:S0960-9822(16)31287-8 Tax on 825.00 = 0.00 Council Directive 2006/138/EC, Article 146 (1) (a)</b> 	02216	1/EA - Each	825.00 USD	1 EA - Each	825.00 USD

Commodity Books/Publications/Library		Internal Note <i>no note</i>	
Code	Services	Internal Attachments	
		Supplier subtotal	<b>825.00</b>
		Shipping	0.00
		Handling	0.00
		Supplier total	<b>825.00USD</b>
Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, budget checking, and workflow approvals.		Subtotal	<b>825.00</b>
		Shipping	0.00
		Handling	0.00
		Total	<b>825.00 USD</b>

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NEW BRUNSWICK NJ 08901-8551  
UNITED STATES

Delivery Account Number. **11991793**

SEND TO:

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UNITED STATES

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PAGE NO 1	SOURCE CODE Page Charge	DUE DATE 23-DEC-2016	INVOICE DATE 23-DEC-2016		INVOICE NO W1368483				
PRODUCT REF	DETAIL	PURCHASE ORDER NUMBER	QTY	PRICE	NET AMOUNT	POSTAGE	TAX	TOTAL AMOUNT	
	Credit invoice 14086CV5 161221-004228  Page charges VAT on 825.00 (GBP 660.11) @ 0.00 % = 0.00 (GBP 0.00) VAT on 825.00 (GBP 660.11) @ 0.00 % = 0.00 (GBP 0.00)Exempt from VAT on the basis of the Article no. 15(10) of the Sixth Council Directive 77/388/EEC, amended by Council Directive 92/111/EEC.	CURBIO13282		825.00	825.00		0.00	825.00	
	TOTAL VALUE OF THIS COPY CREDIT					0.00	0.00	825.00	
REMARKS						Credit amount in US Dollars		USD 825.00	
		Quantity 0  Total Weight 0.000		Method *****  Type Dutch PTT/Stan					



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Please find below the new Bank details which take effect immediately.

**Bank Name:** ING Bank N.V.


**Bank Address:** Bijlmerplein 888, 1102 MG Amsterdam, The Netherlands

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GBP	0020158173	NL70 INGB 0020 1581 73	INGBNL2A
USD	0020158157	NL17 INGB 0020 1581 57	INGBNL2A
EUR	0007151730	NL81 INGB 0007 1517 30	INGBNL2A
JPY	0020158165	NL92 INGB 0020 1581 65	INGBNL2A

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Kind regards,  
Alex van Timmeren.  
Regional Head, O2C - AR, EMEA & APAC  
Tel: +31(0)20 485 3683  
Fax: +31(0)20 485 3675  
E-mail: [a.timmeren@elsevier.com](mailto:a.timmeren@elsevier.com)

**From:** Michelle R. Stuart mrs349@rci.rutgers.edu   
**Subject:** Re: PO 448033 for Elsevier Science Ltd, is on hold.  
**Date:** December 20, 2016 at 10:43 AM  
**To:** Maria Vallejo maria.vallejo@finance.rutgers.edu  
**Cc:** Michelle Stuart michelle.stuart@rutgers.edu

MS

Hi Maria,

You can see on the invoice, their fax number is +31 (20) 485 3675.

Thanks!  
Michelle

On Dec 20, 2016, at 10:32 AM, Maria Vallejo <maria.vallejo@finance.rutgers.edu> wrote:

Good Morning

Michelle Stuart

We are updating system's information and need your support to finalize the process.

The below PO(s) are on hold until the vendor/supplier e-mail or fax number is provided to complete the process and to distribute the PO to the vendor/supplier.

PO#	Supplier Name	Supplier Number	Requestor
448033	Elsevier Science Ltd	p9985466	Michelle Stuart

Please keep in mind that if you do not complete the information, it will result in a delay payment.

If you do not need these PO(s) to be sent to the vendor, please let me know as soon as possible.

Thank you for your help,

**Maria Vallejo**  
University Procurement Services  
33 Knights Bridge Road  
East Wing - 1st Floor  
Piscataway, NJ 08854  
[maria.vallejo@finance.rutgers.edu](mailto:maria.vallejo@finance.rutgers.edu)  
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INWT ZPT

PAGE NO 1	SOURCE CODE Colour Charge	DUE DATE 12-JAN-2017	INVOICE DATE 13-DEC-2016			INVOICE NO 14086CV5			
PRODUCT REF	DETAIL	PURCHASE ORDER NUMBER	QTY	PRICE	NET AMOUNT	POSTAGE	TAX	TOTAL AMOUNT	
02216 0960-9822	CURRENT BIOLOGY Author colour articles Article Title : Marine dispersal scales are congruent over evolutionary and Author : Dr. Malin L. Pinsky Pii Code:S0960-9822(16)31287-8 Tax on 825.00 = 0.00 Council Directive 2006/138/EC, Article 146 (1) (a)			825.00	825.00		0.00	825.00	
	TOTAL VALUE OF THIS INVOICE					0.00	0.00	825.00	
REMARKS						Amount due in US Dollars		USD 825.00	
			Quantity Supplied 0		Method *****				
			Total Weight 0.000		Type UPS GROUND				



Please use the contact details above if you need to make any changes to this invoice

**REMITTANCE ADVICE - PLEASE RETURN WITH CHEQUE OR CREDIT CARD PAYMENTS**

**BACS transfers - please quote invoice and billing account numbers. Failure to do so will result in delays or lost payments**

Receipt of payment for Elsevier Inc.

Billing Account Number: 11991793

Invoice Number: 14086CV5

Delivery Account Number: 11991793

Invoice Date: 13-DEC-2016

TOTAL AMOUNT USD 825.00

Registered in England Number 1982084 Elsevier,  
Fulfillment Centre, The Boulevard, Kidlington, Oxford, OX5 1GB, UK

**PAYMENT OPTIONS:**

**Bank Transfer:** 1.Remit the amount to our account 02.01.58.157 with the ING Bank N.V  
Amsterdam, The Netherlands  
SWIFT-address: INGBNL2A NL17 INGB 0020 1581 57  
**Cheque:** 2.Draw and send a cheque to Elsevier,  
PO BOX 7247-7682,  
Philadelphia, PA 19170-7682, USA  
**Credit Card:** 3.Fill in your credit card details and fax,  
toll free to Elsevier 1-877-223-1436

☐ Amex (not JPY) ☐ Visa ☐ Euro/Mastercard ☐ JCB

Valid Expiry Date: Month Year

Signature

Name

11991793 14086CV5 00 0000000082500 0

# Elsevier Terms and Conditions of Supply

**1. Applicability:** These terms and conditions shall apply to all offers, proposals and agreements made between Elsevier and any third party or its agent ("the Client") relating to the products and/or services of Elsevier ("the Products and/or Services") and, along with the relevant Elsevier order acknowledgement, shall form the entire agreement between the parties (the "TC"). They supersede any previous supply terms and conditions. For the purposes of the TC 'Elsevier' shall mean the company within the Elsevier group that is providing the Products or Services as set out on the Elsevier order acknowledgement or invoice. Where general terms and conditions of business are proposed by the Client, these shall not apply and the TC will prevail. Any variation to the TC and any representations about the Products and Services shall have no effect unless expressly agreed in writing and signed by an authorised signatory of Elsevier. Nothing in the TC will exclude or limit Elsevier's liability for fraudulent misrepresentation.

**2. Offer and acceptance/ Description:** Each order for the Products and Services by the Client from Elsevier shall be deemed to be an offer by the Client to purchase the Products and Services subject to the TC. No order placed by the Client shall be deemed accepted until a written acknowledgement of order is issued by Elsevier or (if earlier) Elsevier delivers the Products or issues the invoice to the Client or commences performance of the Services for the Client. All product orders are accepted subject to availability of the ordered Products. Unless otherwise expressly agreed by Elsevier in writing, Client represents and warrants that it is purchasing Products or Services from Elsevier for its own account and use and not on behalf of any other person or entity. If Client is an agent, it represents and warrants that it is purchasing the Products and Services from Elsevier for the account and use of no more than one identified institutional subscriber as principal or, if the agent is permitted to order personal subscriptions in a representative capacity, for the account and use of no more than one identified eligible individual subscriber for valid personal use. Client acknowledges that violation of this representation and warranty will cause irreparable harm to Elsevier. Upon any violation of this representation and warranty, Elsevier shall be entitled to immediate injunctive relief requiring Client to disclose all recipients of Elsevier Products and Services from Client, including all actual recipients that have not been previously properly identified by Client. Elsevier shall use commercially reasonable efforts to comply with descriptions of the Products and Services agreed by both parties in the relevant order, including such things as format, printing processes, technical design, size and kind of address file, weights and the like. All drawings, descriptive matter, specifications and advertising issued by Elsevier and any descriptions or illustrations contained in Elsevier's catalogues or brochures are issued or published for the sole purpose of giving an approximate description of the Products and Services described in them. They will not form part of the TC. Publishing errors, including, but not limited to, typographical errors, having no significant effect on the editorial content or design characteristics of the Products and Services, cannot be considered a reason for rejecting delivery or, as the case may be, modifying the agreed price.

**3. Execution and modification of the order:** Any modifications to the agreed product or service description, budget or schedule, as set out in the order acknowledgement, may result in an adjustment to the final price and/or delivery schedule at Elsevier's discretion.

**4. Rates and prices:** Unless otherwise agreed by Elsevier in writing the price/rates for the Products shall be those set out in Elsevier's current price/rate list (whether print or online). All such prices/rates shall be exclusive of any handling, packing, loading, freight, transport and insurance charges unless otherwise agreed in writing, and shall also be exclusive of any taxes, import duties or other levies imposed on the sale or import of the Products by local or national authorities, which shall be charged by Elsevier as appropriate. Where applicable, Client shall provide its VAT registration number or other evidence of tax exemption to Elsevier at the time of placing its order. If, under the laws of the territory in which Client is selling the Products, the Client is required to withhold any tax on the amounts payable to Elsevier under the TC, then the amount of the payment will be automatically increased to fully offset such tax, so that the amount actually remitted to Elsevier, net of all taxes, equals the amount invoiced or otherwise due. The Client will promptly furnish Elsevier with the official receipt of payment of those taxes to the appropriate taxing authority. All financial transactions must be settled in the currency of the applicable Elsevier invoice. The Client will be solely responsible at its own cost for completing any foreign exchange-related procedures in the said territory that are necessary to make payments to Elsevier under the TC, including without limitation all bank charges and foreign exchange charges.

**5. Payment:** Unless otherwise agreed in writing, payments shall be effected within thirty (30) days of the invoice date in the currency invoiced. Time for payment shall be of the essence. Elsevier may set and vary credit limits for any Client account and shall be entitled to refuse to supply any Client who has exceeded its current credit limit. Legal and beneficial title in any tangible Products supplied by Elsevier to the Client shall remain with Elsevier until Elsevier has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to Elsevier from the Client on any account. The Client may resell the Products before ownership has passed to it provided that any sale shall be effected in the ordinary course of the Client's business at full market value and any such sale shall be a sale of Elsevier's property on the Client's own behalf and the Client shall deal as principal when making such a sale. Elsevier shall be entitled to recover payment for the copies of the Product notwithstanding that ownership of any of the copies of the Product has not passed from Elsevier. For the avoidance of doubt no intellectual property rights in any Elsevier Products shall transfer to the Client. Products shall be at the Client's risk as from delivery. The Client shall make all payments due under the TC without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by Elsevier to the Client. From the due date of the invoice to the date of payment in full, interest at the rate of 1% may be charged to the Client on a monthly basis for any sums outstanding, together with any collection fees incurred by Elsevier. If the Client wishes to dispute any invoice (or part), the Client shall, as soon as reasonably practicable, but no later than the due date of such invoice, send full details of such dispute to Elsevier in writing. The Client shall remain liable for any undisputed part of such invoice. Elsevier shall be entitled, at any time, to demand payment in advance and may suspend performance of its obligations arising from the TC until such advance payment has been received. Where the Client is indebted to Elsevier for any other Product or Service under any other order, Elsevier reserves the right to withhold supply of the Products or Services under the current order until any outstanding monies are fully paid. Elsevier shall be entitled to apply any monies received by the Client, to clear any of the Client's outstanding debts to Elsevier.

**6. Distribution:** The Client shall not engage in piracy, reproduction, or plagiarism of the Products or any other products of Elsevier or its affiliates, nor shall it directly or indirectly facilitate any other party to engage in those activities. The Client shall promptly notify Elsevier if it becomes aware of any piracy, reproduction, or plagiarism of the Products by any third party. The Client is solely responsible for collecting from its customers amounts due in respect of its sales of the Products, exercising full credit control and solely bearing all of its own losses resulting from any uncollected amounts. Delays or failures in obtaining such payments will not affect the Client's obligation to make payments to Elsevier under clause 5.

**7. Intellectual property:** Copyright and other intellectual property rights to all Elsevier proposals, publications and other Products and/or Services shall remain with Elsevier unless agreed otherwise in writing. The rights granted by Elsevier are restricted to use solely by the Client and may not be assigned, transferred or sublicensed without the prior written permission of Elsevier. The rights granted by Elsevier are non-exclusive and for the purpose expressly agreed upon. Any other use shall require the prior written permission of Elsevier. The Client shall not acquire any intellectual property rights in the Products. No part

of the Elsevier proposals, publications or Products may be stored in any automated data file and/or reproduced, whether electronically, mechanically, by photocopying, recording or in any other manner or form, without the specific prior written permission of Elsevier.

**8. Liability and claims:** TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS (i) Elsevier shall not be liable for any of the following losses which may arise by reason of any breach of this TC or any implied warranty, condition or other term, any representation or any duty of any kind imposed on Elsevier by operation of law: (a) any loss of anticipated profits or expected future business; (b) damage to reputation or goodwill; (c) any damages, costs or expenses payable by Elsevier to any third party; (d) loss of any order or contract; or (e) any loss that was not foreseeable by the Client and Elsevier at the time this TC was entered into; or (f) any loss not caused by any breach on the part of Elsevier; AND (ii) NEITHER PARTY SHALL BE RESPONSIBLE FOR DEATH OR PERSONAL INJURY EXCEPT THAT RESULTING FROM ITS OWN NEGLIGENCE OR WILFUL INTENT OR THE NEGLIGENCE OF ITS EMPLOYEES OR OTHERS FOR WHOM THE PARTY IS LEGALLY RESPONSIBLE. NOTHING IN THE TC SHALL BE CONSTRUED AS CREATING AN OBLIGATION TO INDEMNIFY THE OTHER PARTY AGAINST THE OTHER PARTY'S OWN NEGLIGENCE. ELSEVIER'S LIABILITY FOR ANY OTHER LOSS IMPUTABLE TO IT SHALL IN ANY EVENT BE LIMITED TO THE INVOICE VALUE OF THE PART OF THE TC TO WHICH THE LIABILITY ARISES. TO THE MAXIMUM EXTENT PERMITTED BY RELEVANT LAWS Elsevier EXPRESSLY EXCLUDES ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OF AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN THIS CONTRACT SHALL LIMIT THE CLIENT'S EXISTING LEGAL OR STATUTORY RIGHTS WHERE IT IS ACTING AS A CONSUMER. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this TC or the interpretation or enforcement thereof. The Client has entered into this TC in the knowledge that the liability of Elsevier is to be limited in accordance with these terms and conditions and the charges have been agreed accordingly. The Client acknowledges that a higher price would be payable for the Products or Services but for such limitations.

**9. Force majeure:** If by reason of labor dispute, strikes, inability to obtain labor or materials, fire or other action of the elements, accidents, power or telecommunications failure, customs delays, governmental restrictions or appropriation or other causes beyond the control of a party, such party is unable to perform in whole or in part its obligations set forth in this TC, then such party shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make such party liable to any other party. The party subject to an event of force majeure shall use good faith efforts to comply as closely as possible with the provisions of this TC and to avoid the effects of such event to the extent possible.

**10. Audit:** If Client is an agent, Client shall allow Elsevier's authorized representative at any reasonable time to have access to Client's premises (or to arrange for Elsevier's authorized representatives to have access to other relevant premises) for the purpose of inspecting Client's facilities, books and records to verify Client's compliance with the TC.

**11. Compliance with laws:** Client shall at all times during the term strictly comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (jointly "Applicable Laws" or "Laws") relevant to its duties, obligations and performance under the TC, including, without limitation, the Reed Elsevier Code of Conduct for Suppliers [www.reedelsevier.com/investorcentre/corporatestructure/Pages/Codeofethics.aspx](http://www.reedelsevier.com/investorcentre/corporatestructure/Pages/Codeofethics.aspx) and Applicable Laws related to bribery, including, without limitation any such Laws that are enforced internationally (such as the United States Foreign Corrupt Practice Act and the UK Bribery Act) and those enforced in the country where business is being conducted and/or the Client's place of business or residency. Client and its officers, directors, employees and agents shall engage only in legitimate business and ethical practices in commercial operations and in relation to its dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly "Government Official"). Neither Client nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the Client, Elsevier, and/or any affiliate of Elsevier for personal gain or for that of Elsevier or Elsevier's affiliates (any such act, a "Prohibited Payment").

A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of Products or Services or the execution or performance of a contract, provided that such payments are permissible under the Applicable Laws. Client further agrees that he/she will not accept any payment or other benefit in money or in kind from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of Elsevier.

**12. Cancellations & Returns:** Without prejudice to any rights the Client may have under statute as a consumer, if the Client cancels an order either fully or partially, a cancellation fee may be charged. All cancellations must be made in writing. This fee will be calculated to cover any external or internal costs which have been incurred or committed up to and including the date of cancellation. No new external costs will be incurred or committed/contracted from the date of receipt of written notice of cancellation by Elsevier. Any returns of the Products shall be subject to the relevant Elsevier company's return policy applicable to the product at the time of the return. Details of such policies will be provided to the Client upon request. Reprints cannot be returned once these have been printed.

**13. General:** The formation, existence, construction, performance, validity and all aspects of the TC shall be governed by the law of the corporate domicile of the Elsevier company which is providing the Products or Services. The parties agree to submit to the exclusive jurisdiction of the courts of that same corporate domicile. The Client shall not be entitled to assign the TC or any part of it without the prior written consent of Elsevier. Elsevier may assign the TC or any part of it to any person, firm or company. If any provision of the TC is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the TC and the remainder of such provision shall continue in full force and effect. Failure or delay by Elsevier in enforcing or partially enforcing any provision (or prosecuting any breach) of the TC will not be construed as a waiver of any of its rights under the TC.

Dear Customer,

Thank you for your payment.

Due to a number of changes within the banking industry, the 'Royal Bank of Scotland' (RBS) that you used to make your payment is no longer valid.

Please find below the new Bank details which take effect immediately.

**Bank Name:** ING Bank N.V.


**Bank Address:** Bijlmerplein 888, 1102 MG Amsterdam, The Netherlands

CURRENCY	ACCOUNT NUMBERS	IBAN CODES	BIC/Swift
GBP	0020158173	NL70 INGB 0020 1581 73	INGBNL2A
USD	0020158157	NL17 INGB 0020 1581 57	INGBNL2A
EUR	0007151730	NL81 INGB 0007 1517 30	INGBNL2A
JPY	0020158165	NL92 INGB 0020 1581 65	INGBNL2A

Could you please update your records in accordance with the above details before you submit your next payment? Any payments submitted to the 'Closed' RBS account will be rejected and this could result in your orders being delayed.

For more details on the bank change please visit [www.elsevier.com/bankchanges](http://www.elsevier.com/bankchanges) or if you have any further questions please do not hesitate to contact us.

Kind regards,  
Alex van Timmeren.  
Regional Head, O2C - AR, EMEA & APAC  
Tel: +31(0)20 485 3683  
Fax: +31(0)20 485 3675  
E-mail: [a.timmeren@elsevier.com](mailto:a.timmeren@elsevier.com)

**From:** Michelle R. Stuart mrs349@rci.rutgers.edu   
**Subject:** Re: PO 448033 for Elsevier Science Ltd, is on hold.  
**Date:** December 20, 2016 at 10:43 AM  
**To:** Maria Vallejo maria.vallejo@finance.rutgers.edu  
**Cc:** Michelle Stuart michelle.stuart@rutgers.edu

MS

Hi Maria,

You can see on the invoice, their fax number is +31 (20) 485 3675.

Thanks!  
Michelle

On Dec 20, 2016, at 10:32 AM, Maria Vallejo <maria.vallejo@finance.rutgers.edu> wrote:

Good Morning

Michelle Stuart

We are updating system's information and need your support to finalize the process.

The below PO(s) are on hold until the vendor/supplier e-mail or fax number is provided to complete the process and to distribute the PO to the vendor/supplier.

PO#	Supplier Name	Supplier Number	Requestor
448033	Elsevier Science Ltd	p9985466	Michelle Stuart

Please keep in mind that if you do not complete the information, it will result in a delay payment.

If you do not need these PO(s) to be sent to the vendor, please let me know as soon as possible.

Thank you for your help,

**Maria Vallejo**  
University Procurement Services  
33 Knights Bridge Road  
East Wing - 1st Floor  
Piscataway, NJ 08854  
[maria.vallejo@finance.rutgers.edu](mailto:maria.vallejo@finance.rutgers.edu)  
<http://procure.rutgers.edu>  
[848-932-0031](tel:848-932-0031)

