

July 6, 2000

Prof. N Mukunda
Editor of Publications
Indian Academy of Sciences
Sadashivnagar Post Office
Bangalore 560 080

Dear Sir,

Invitation to participate in our e-journal portal J-Gate as Information Provider

Early this year, we launched our first Indian e-journal portal called J-Gate. J-Gate is our e-journal gateway set up for integrating e-content and e-commerce for journal literature. J-Gate aims to integrate the three well-known traditional business models for information access and delivery - (1) Subscription Model for Journals, (2) Database Access Model for Journal literature, and (3) Document Delivery Model that traditionally supplemented the Database Access Model for full text. J-Gate, Phase-1 is operational for access. (www.j-gate.informindia.com) We are attaching a brief note that gives you an idea about our plans for J-Gate.

Aggregated Content Server for Indian S&T Journals

Global S&T Journals have been extensively aggregated at bibliographic levels for several decades. Full-text aggregation of these journals too is happening rapidly with the growth of Internet. However, Indian S&T journals are still lagging behind in aggregation both at bibliographic and full-text levels. Lack of continuous, systematic and comprehensive aggregation, which forms the essential base for searching and access, is one of the major reasons for poor visibility and recognition of Indian S&T publishing both at home and abroad. For this reason, we are setting up a separate Content Server for the Indian S&T Journals as an integral yet distinct part of our J-Gate project.

A few special areas where we can work together closely are:

1. J-Gate infrastructure can be tailored to become your access and archival site for all your subscribers. The site can carry a customized interface for the Academy journals. We can invest on the hosting resources and can consider working with you on a sales based revenue model. This will avoid your investment cost in infrastructure building.
2. We can manage the data conversion of your electronically available content free of cost if you are willing to grant us the rights to host and archive all your e-journals on our site.
3. For the journals that are not currently available electronically and for your back-file conversion from print to electronic, we can consider offers that will cost you nothing in

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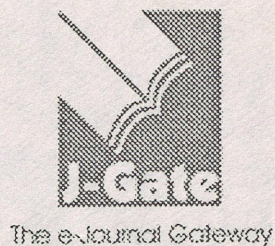
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J-Gate: The E-Journal Gateway

**Content Licensing
from Journals Publishers**

INFORMATICS

Informatics (India) Limited , Bangalore – 560 003, India

J-Gate

The e-Journal Gateway for Scholarly and Scientific Journals

J-Gate is our business model and the Internet Portal for integrating three well-known traditional business models for information access and delivery –

1. Subscription Model for Journals;
2. Database Access Model for Journal Literature; and
3. Document Delivery Model that traditionally supplemented the Database Access Model for full-text.

J-Gate aims to explore new business models in this integration process, which can help the publishers increase their revenues through a process of increased usage of journal literature resources by end-users.

J-Gate is currently under development. It is planned to be completed in 11 phases. Last month we launched J-Gate with Phase-1 module completed. Currently J-Gate offers a directory of about 2,500 e-journals from over 500 publishers. This number is expected to reach 8,000 by September and cross 10,000 by December 2000. We have also signed up with Springer, Institute of Physics and a few other publishers to aggregate and host their TOC and abstracts on our site with a link to Full-text at publisher's site.

Our aim for J-Gate is to make it a single web-enabled source for libraries and end-users in India and later for Asia and rest of the world, to access and manage a large number of e-journals for subscribers. Some of the Key J-Gate services planned include:

- Hosting TOC and Abstracts for 10,000+ e-journals and creating and maintaining a large bibliographic database
- Hosting full-text for publishers willing to license the content and acting as an archival site for their e-journals.
- **Setting up a Journal Server for India that to be extended later to cover Asian Journal Content for Scholarly and Scientific journals.**
- Maintaining e-journal archives for J-Gate subscriber customers
- Providing a common password or IP-enabled access interface for all the journals a library subscribes to
- Providing electronic document delivery service.

Draft Agreement For Licensing Of E-Journal Contents

1. PARTIES ENTERING INTO THE AGREEMENT

1.1 This LICENSE AGREEMENT is entered into between the following parties:

- (1) Informatics (India) Limited., a company registered under the Companies Act of India with its registered office located at No.337, "Karuna Complex", Sampige Road, Malleswaram, Bangalore 560003, INDIA; referred as **LICENSEE** in this agreement; and represented by N.V. Sathyanarayana, its Chairman & Managing Director.

and

- (2) [*Second Party's Publishing Company/Organization Name*], a company registered under [*the name of the Authority in the country under which the company is registered and the address of the registered office*]; referred as **LICENSOR** in this agreement; and represented by [*Name of the Senior or Chief Executive representing the Publisher*]

2. PURPOSE OF THE AGREEMENT

2.1 The LICENSEE desires to license and obtain from the LICENSOR the following e-journal content for hosting and distribution through electronic media such as the Internet, Intranet, CD-ROM, and in particular through LICENSEE's electronic journal gateway called **J-Gate**.

- (a) Table of Contents and/or bibliographic data of the e-journals, including links to full-text articles published by LICENSOR, a list of which is attached to the annexure-1 of this agreement.
- (b) Abstracts of the articles published in these e-journals
- (c) Full-content of the articles published in these journals

2.2 The LICENSOR hereby claims that he holds the copyrights and has the legal rights and titles to license the above contents and agrees to license the same to the LICENSEE under the terms described further in this agreement.

3. GRANT OF LICENSE FOR TOC AND ABSTRACTS

The LICENSOR grants to LICENSEE, free of charge, a non-exclusive right and license to TOC and Abstracts Content for all the articles published in the e-journals listed in the Annexure-1. The LICENSEE is free to aggregate and distribute the TOC and Abstracts through its J-Gate and other electronic media such as the Internet, Intranet, CD-ROMs, etc.

4. GRANT OF LICENSE FOR FULL-TEXT

The LICENSOR grants to the LICENSEE, the right to archive full-text of all the articles from the e-journals in Annexure-1 and maintain at LICENSEE's site for distribution and providing access to the customers of LICENSEE's under the business models described below.

4.1 Distribution of Current e-Journal as a separate Subscription Product

The LICENSEE is allowed to distribute or provide access to the licensed content treating each e-journal as a separate subscription product at LICENSOR'S published annual subscription prices or at a price mutually agreed between the LICENSOR and the LICENSEE. In this model the LICENSEE will be acting as the Subscription Agent of the LICENSOR.

4.2 Distribution of Back Years' e-Journals

The LICENSEE is allowed to distribute and provide access to the back volumes of e-journals at LICENSOR'S list price or at a price mutually agreed between the LICENSOR and the LICENSEE.

4.3 Distribution of Articles under Document Delivery Model

The LICENSEE is allowed to sell individual articles to its customers against request at a price mutually agreed between the LICENSOR and the LICENSEE.

4.4 Archiving and Perpetual Access Rights to the Subscribers/Buyers

The subscribers/buyers to whom the LICENSEE has sold the content under this license shall have the right to archive the content at his/her end or shall have perpetual right of access to the content maintained at LICENSEE's site. This right is applicable for both the e-journals and articles bought by the LICENSOR's customers under subscription model only. Archiving and perpetual access rights shall not be applicable to the customers serviced under document delivery model.

1.5 Revenue sharing through Commissions and Royalties

The LICENSEE will be entitled to commission on subscription products where the prices are fixed by the LICENSOR. In case of Document Delivery Model, the LICENSEE will pay the LICENSOR royalty on sales. Commission and Royalty terms are applicable as stated in Annexure-2 and are subject to change from time to time with minimum 90-days notice by the party announcing the price revision to the other party.

5. LINK THROUGH OTHER GATEWAYS

The LICENSOR agrees to the LICENSEE's plans to link J-Gate to other bibliographic database aggregators and subscription agents for their customers to use J-Gate Resources and access facility. Full-text access to the e-journals in annexure-2 by the Customers of these third-party companies shall be subject to the prior rights and permission to the access secured by these customers from the LICENSOR.

6. COMMENCEMENT

This Agreement will commence from the date on which the LICENSEE is notified by the LICENSOR that access commences and will remain in effect thereafter until terminated by either party in accordance with clause 12 and 13 of this Agreement.

7. DUTIES AND OBLIGATIONS:

7.1 LICENSEE will co-operate with LICENSOR concerning the implementation of any security and control protocols and procedures as they are developed during the term of this Agreement.

7.2 LICENSEE will notify LICENSOR of any material change in the content or structure of its Web site, which impacts technically on LICENSOR's ability to meet its obligations under this Agreement.

7.3 Both parties agree to co-operate on technical issues concerning regular transfer of content from the LICENSOR to the LICENSEE, access protocols for the content at the LICENSOR's site if the LICENSOR maintains his content electronically at his own website, rights management, etc.

7.4 LICENSEE agrees that the LICENSOR shall have right of access to the content hosting facilities and the books of accounts of the LICENSEE and shall have right to inspect with 7-days notice to verify anytime whether the LICENSEE is complying with the requirements and obligations of this Agreement.

8. UPTIME:

8.1 LICENSOR shall use reasonable commercial endeavors to make its content Server available 24 hours each day, seven days per week but if access is suspended or interrupted or a fault or defect occurs which prevents access to the Server, LICENSOR shall restore access to the LICENSEE as soon as reasonably practicable.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 LICENSEE will use its best endeavors to safeguard all intellectual property rights of LICENSOR and any third party rights existing in any jurisdiction including but without limitation all copyright, trade marks registered and unregistered and design rights registered and unregistered

9.2 LICENSEE hereby acknowledges that it will not acquire any interest or other rights in the Intellectual Property of LICENSOR or any other rights of ownership other than the rights specifically granted hereby.

10. WARRANTIES AND LIABILITY:

10.1 In the event of any third party claiming breach of its Intellectual Property in any material available, the LICENSOR may withdraw the licensing rights to the offending work and the LICENSEE will be obliged to remove such content from his server.

10.2 LICENSEE indemnifies LICENSOR against any unlawful misuse of the authentication and access rights granted herewith by the LICENSEE.

10.3 LICENSOR has taken reasonable care to ensure that the content made available to the LICENSEE under this Agreement is information error free and up to date. LICENSOR shall have no liability for inaccuracy or corruption to the information, data and other material, including, but not limited to, any defects caused by the transmission or processing of the information, data and other material.

10.4 Notwithstanding anything else contained in this Agreement LICENSOR will not be liable to LICENSEE for any indirect or consequential loss including, without limitation, any loss of profit, business interruption or loss of data.

11. CONFIDENTIAL INFORMATION:

11.1 Subject to the provisions of clause 11.3, LICENSEE will, at all times during the currency of this Agreement (and thereafter), keep all business, financial, technical, operational or other confidential information disclosed to it by LICENSOR in complete and strict confidence and not without LICENSOR's prior written consent disclose the Information in whole or in part to any person.

11.2 The Information may be disclosed

- (a) to LICENSEE'S officers or employees who are directly concerned with the Purpose and to whom the Information must be disclosed for the Purpose;
- (b) in so far as it is in the public domain at the time of disclosure;
- (c) when it becomes public knowledge through no fault of LICENSEE; or as required by law.

11.4 LICENSEE agrees to ensure that the persons described in clause 11.3 (a) will keep the Information in confidence both during and after their period of employment with or whilst they are and after they cease to be officers of the User.

11.5 LICENSEE hereby agrees to indemnify and to keep LICENSOR indemnified from and against any action, claim or proceeding brought by any third party as a result of the unauthorized disclosure by them or their Advisers, Directors, Officers or Employees of any of the information.

12. TERMINATION:

12.1 Notwithstanding anything else contained in this Agreement, this Agreement may be terminated by either party with immediate effect by notice in writing to the other if,

- (a) the other party commits any material or persistent breach of any term of this Agreement and in the case of a breach capable of being remedied fails within 30 days after the receipt of a request in writing to remedy the breach; or
- (b) the other party becomes insolvent or is wound up or otherwise ceases to operate or on the occurrence of any analogous event under the law of any relevant jurisdiction.

13. EFFECT OF TERMINATION:

13.1 Any termination of this Agreement shall be without prejudice to the accrued rights of the parties on the date of such termination, and to the continuation in force of all provisions of this Agreement expressed to survive such termination.

13.2 In the event of termination of this Agreement all licenses and rights granted hereunder shall get terminated with immediate effect.

14. GENERAL:

14.1 LICENSEE will not assign or sub-contract any obligations of this Agreement to any other person without LICENSOR's prior consent.

14.2 Any notice served by a party to this Agreement may be sent by air mail, special delivery, or by facsimile transmission to the address of the other set out above, and if so sent will be deemed to have

been served in respect of air mail or special delivery fifteen working days after the date of posting and in respect of facsimile transmission at the time of such transmission.

14.3 The failure of any party to enforce any provision on any one occasion will not affect its right to enforce another provision or the same provision on another occasion.

14.4 Nothing in this Agreement will create or be deemed to create a partnership or the relationship of principal and agent between the parties and neither party has any right or authority to bind or to make any representation or warranty on behalf of the other.

14.5 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions between them relating to that subject.

14.6 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties.

14.7 This Agreement will be governed by and construed according to the laws of India and the parties submit to the jurisdiction of the Indian Courts.

**Pricing, Commissions and Royalties for Licencing Fultext of e-Journals for
Hosting and Archiving at LICENSEE'S Site**

LICENSEE acts as Archival Site Plus e-Journal Subscription Agent

CURRENT E-JOURNALS

1. LICENSEE will host and archive the e-journals of LICENSOR with no charge to the LICENSOR.
2. LICENSOR will deliver the e-journals to the LICENSEE in electronic form. Alternatively, LICENSEE can pick up the e-journals from the LICENSOR's web site if that is made feasible by the LICENSOR.
3. For the content received from the LICENSOR in electronic form, LICENSEE will not charge any conversion fee to the LICENSOR
4. LICENEE will charge its customers LICENSOR's current list price for e-journals or any specially negotiated price for specific markets. LICENSEE will deduct 30% as its commission on all e-journal subscriptions registered through J-Gate.
5. LICENSOR's direct customers from India and other countries can use LICENSEE's archive site for accessing e-journals. For all such customers LICENSOR will pay LICENSEE 20% of the annual subscription cost

BACK FILES

6. Customers of the LICENSEE will have perpetual access to the LICENSEE's archive for back year's file limited to the years for which the customer had subscribed. For back year's files, LICENSEE is free to charge the customer a technology prescribed from time to time, for maintaining and providing 24-hour access to the archived files.
7. LICENSOR's direct customers too can use LICENSEE's archive for which LICENSOR's customer will pay the same technology fee stated above

DOCUMENT DELIVERY MODEL

8. Pricing for articles under document delivery will be mutually decided between the LICENSOR and the LICEWNSEE.
9. Customers buying articles under document delivery model will not be entitled to archiving rights.
10. LICENSEE will pay LICENSOR 30% royalty on the revenues from the document delivery