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Content Licensing
From
University of Central Punjab for Paradigms
(Pakistan)



Informatics (India) Limited
Bangalore – 560 004, India

AGREEMENT FOR LICENSING OF E-JOURNAL CONTENTS
(Table of Contents and Abstract)

1. PARTIES ENTERING INTO THE AGREEMENT

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

1. **Informatics (India) Limited**, a company incorporated in **India** (registered number 3819, registered on 5th May 1980) and having registered office at #194, R. V Road, Basavanagudi, Bangalore 560004, INDIA; referred as **LICENSEE**

And

2. **University of Central Punjab** for Paradigms incorporated in Pakistan and having its Registered office at 1 - Khayaban-e-Jinnah Road, Johar Town, Lahore, Pakistan as **LICENSOR**

2. PURPOSE OF THE AGREEMENT

2.1 The LICENSEE desires to license from the LICENSOR the following e-journal content for hosting and distribution through electronic journal portal called **J-Gate**:

- (a) Table of Contents (TOC) and 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; Additional publications may be added or removed from Annexure-1 from time to time except that should the LICENSOR cease to publish any title and
- (b) Abstracts of the articles published in these e-journals here-in-after collectively referred to as 'CONTENT' for access by the Licensee's clients through Internet, Intranet or CD-ROM and to provide links to the LICENSOR'S (the "Links") website:

2.2 The LICENSOR agrees to license the CONTENT to the LICENSEE under the terms of the agreement.

3. GRANT OF LICENSEE FOR TOC AND ABSTRACTS

3.1 In consideration for the Licensee providing the Links, the Licensor grants to LICENSEE a non-exclusive non-transferable license to display the CONTENT of e-journals as listed in Annexure 1. The LICENSEE may aggregate and distribute the CONTENT through J-Gate through Internet, Intranet or CD-ROMs.

3.2 Link to Full-Text through TOC/Abstract :

In all its aggregation products and services, the LICENSEE agrees to provide the full-text links at LICENSOR'S website and such other URLS as the parties shall agree from time to time and /or to any third party website which has an appropriate license from the LICENSOR.

3.3 Use of LICENSOR'S LOGO for the Journal or the Company

The LICENSEE is permitted by the LICENSOR to use the trade-marks or logo specific to the title of the e-journal or the LICENSOR's Company, in the TOC presented by the LICENSOR at LICENSOR's website.

4. DUTIES AND OBLIGATIONS

4.1 Each party will liaise with the other as necessary to ensure that the linking technology referred to in clauses 3.1, 3.2 and Annexure-2 is effective.

4.2 LICENSEE will use its best endeavors to maintain the security and integrity of the LICENSOR'S URLS.

4.3 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.

5. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise specified, LICENSOR holds all rights, including copyright and retains such rights when providing LICENSEE with CONTENT. In acceptance of this license agreement these rights will not be touched. This license agreement does not refer and must not be extended to the redistribution or document delivery of whole journal articles.

6. WARRANTIES AND LIABILITY:

The CONTENT licensed is based on cited source documents. The accuracy of these documents can not be guaranteed. The Licensor makes no warrant either expressed OR implied, with respect to the use of any information and assume no liabilities OR loss OR damage except caused by willful intend or gross negligence.

7. TERMINATION

7.1 The term of the Agreement shall commence on the date of this Agreement and shall remain in force for an initial term of two years and will automatically be renewed for successive additional one (1) year terms, unless either party has given notice to the other that it does not wish to extend this agreement at least ninety (90) days prior to the expiration of its then current term.

7.2 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 by the party in default 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.

7.3 The LICENSOR may also terminate this Agreement forthwith in the event of any defamatory, offensive or obscene use of the CONTENT or the Links by the LICENSEE its agents, employees, sub-contractors or customers.

8. EFFECT OF TERMINATION

8.1 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.

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

9. GENERAL:

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

9.2 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.

9.3 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.

9.4 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.

9.5 This Agreement will be governed by and construed according to the laws of Pakistan

WHEREOF, the parties hereto have duly executed this Agreement by their respective duly authorized officers

For
University of Central Punjab for
Paradigms

From
Informatics India (Ltd)

By :

Name : Dr. ATHER AZIM KHAN

Designation : PROFESSOR & ASSOCIATE DEAN
(EDITOR PARADIGMS)

Date: 23rd April, 2015

By :

Name :

Designation:

Date:

Annexure – 1

1	Paradigms: A Research Journal of Commerce, Economics and Social Sciences
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Annexure- 2

Technical issues related to content licensing

The LICENSOR will make available/ deliver the content to the LICENSEE as per the specifications laid down in this Annexure.

CONTENT FORMAT:

(Tick your choice by X mark)

1. TOCs, including links to the abstracts and full text on LICENSEES journal site(s):

Format: XML ; CSV ___; SGML ___; CRAWL ___ (Others, pl. specify)

2. Abstracts:

Format: XML ; ASCII ___ SGML ___; CRAWL ___ (Others, pl. specify)

DATA TRANSFER:

1. LICENSOR will make available the content via [ftp ___] from the server set up by the LICENSOR/LICENSEE. It is the responsibility of the LICENSEE to download the content.

Server URL: www.Paradigms.ucp.edu.pk

2. Alternatively the LICENSOR will deliver the content by [e-mail] as an attachment.

COVERAGE:

1. LICENSOR will make available current data, updated [daily, ___; weekly, ___; monthly] on the server [or delivered by e-mail]
2. LICENSOR will make available archival data and the current data.

PASSWORDS AND SOFTWARE

1. LICENSOR will provide the user id and password for downloading from the server.
2. LICENSOR will provide algorithm, if any, for computing the URL locally to link to abstracts/ full-text article on LICENSOR site.