

869

A&I Metadata Feed License Agreement

This agreement is made by and between ASSOCIATION FOR SCIENTIFIC COMPUTING ELECTRONICS AND ENGINEERING (ASCEE) whose registered office is JL. JANTI, KARANGJAMBE 130B, BANGUNTAPAN, BANTUL, YOGYAKARTA, INDONESIA, hereinafter referred to as "Licensor", of the one part.

And

China Academic Journals (CD Edition) Electronic Publishing House Co., Ltd whose registered office is 1416#, Hua Ye Building, Tsinghua University, Beijing, China, hereinafter referred to as 'Licensee', of the other part,

This agreement is effective on the date upon complete signature by representatives of both parties and will expire on December 31, 2019 (initial period).

ARTICLE 1 DEFINITIONS

1.1 Licensed Data –The data specified in **Appendix 1**.

1.2 Licensee's Databases – The list of database products described in **Appendix 2**.

Article 2 TERMS AND CONDITIONS OF USE

2.1 License. Upon signature by both parties, Licensor grants Licensee a worldwide, non-exclusive license:

2.1.1 to store Licensed Data in original electronic form, as received, for the term of this Agreement for use as set forth herein;



2.1.2 to manipulate and create machine-readable records from the Licensed Data for the purposes of integrating Licensed Data into its internal database production system and Licensee's Databases, and to store integrated Licensed Data till the termination of this agreement;

2.1.3 to redistribute integrated Licensed Data to Licensee's customers as part of Licensee's Databases, but Licensee may not resell or distribute the Licensed Data itself.

2.2 Copyright and Limitation of Grant. Except as provided in Term 2.1 above, Licensee may not copy, distribute, transmit or otherwise reproduce the Licensed Data, or store such material in any form or medium. Unless otherwise specified, Licensor or its suppliers hold and retain all rights, including copyrights in and to the Licensed Data and nothing in this Agreement alters or modifies said rights. Licensee agrees that Licensor owns valuable intellectual property rights in the Licensed Data and agrees that it will not challenge such rights either during or after the term of this Agreement. This Agreement does not extend to the redistribution or document delivery of Licensed Data in whole or in part, which is expressly prohibited hereunder. This Agreement does not authorize the redistribution or sublicensing of Licensed Data for any purpose other than as a part of Licensee's Databases. Without limiting the generality of the foregoing, sale or sublicense of Licensed Data to third parties for the purpose of inclusion into third-party products or services is strictly prohibited.

Licensee agrees to make the Licensed Data available within the Licensee's Databases and platform within 60 (sixty) days of receipt of the Licensed Data as specified in Term 4.5 below.

2.3 Statement of Copyright. Each record must reproduce the copyright statement supplied by Licensor. The copyright statement may not be deleted or obscured in final display.

ARTICLE 3 FEES AND PAYMENT

3.1 Licensor agrees to provide Content to Licensee without charge.

ARTICLE 4 E-PUBLICATIONS COVERAGE

4.1 All journals (including all journals' backfiles, not including full text in PDF format). Licensor will maintain ultimate control over which of its publications are offered in electronic form, and for which of its publications it will offer Licensed Data. Licensor may add to or delete from its offerings with at least

thirty (30) days prior notice provided that if there is copyright change. Unless otherwise agreed, data corresponding to new publications will be licensed according to the terms of this Agreement.

4.2 Linking. Licensee shall make all reasonable efforts to provide its customers with the opportunity to access content from Licensor by providing a link at article level, directly from the Licensed Data in the Licensee's Databases to the article on Licensor online pages (or its successors).

4.3 Usage Reports. Licensee shall provide to Licensor web traffic reports and/or data analyses pertaining to the Licensed Data quarterly after the Licensor's data is released on Licensee's website.

4.4 Data formats. All Licensed Data will be provided in XML or EXCEL format as applicable.

4.5 Delivery. Licensor will make commercially reasonable efforts to deliver the first batch of Licensed Data within one month of signature. Updates to the Licensed Data will be delivered monthly. Licensor agrees to update the Licensed Data within one month after any new content are published in Journals listed in Appendix 1.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF LICENSEE

5.1 Licensee agrees to indemnify and hold harmless, within the rules of applicable law, Licensor for any loss or liability arising from negligent acts, including acts of omission, and acts of willful misconduct by Licensee.

5.2 Licensee shall not engage in any conduct which in the reasonable opinion of the Licensor is prejudicial to the Licensor's business or the commercial exploitation of the Licensor e-publications.

ARTICLE 6 REPRESENTATION AND WARRANTIES OF LICENSOR

6.1 Licensor hereby represents and warrants that to the best of its knowledge the information contained in the metadata does not infringe any copyright of third parties, but Licensor cannot undertake a guarantee to that effect.

6.2 Licensor does not warrant the academic accuracy or completeness of the information contained in the metadata, nor does it warrant the suitability of this information for any particular use or application, including but not limited to implied warranty of merchantability, fitness or suitability for a particular purpose. Consequently, Licensor cannot be held responsible for any damages arising from the use of the metadata.

6.3 No responsibility is assumed by Licensor for any injury and/or damage to persons or property as a matter of products or services liability, negligence or otherwise, or from any use or operation of any methods, products, instructions or ideas contained in the metadata information, including lost profits, loss or use or incidental, consequential, exemplary or punitive damages caused to any person as a result of the use of the metadata.

6.4 Neither party shall be liable for any loss damage injury or delay due to any reasonable cause beyond its control including (without prejudice to the generality of the foregoing expression) acts of government, strikes, lock-outs, fire, lightning, explosion, flood, storm, riot, civil commotion, acts of war or theft.

6.5 Licensor shall defend, indemnify and hold harmless Licensee, its employees and agents from and against any claims, demands, loss, damage or expense relating to a breach of any of Licensor's warranties, representations, agreements or covenants contained in this Agreement.

ARTICLE 7 DURATION

7.1 This Agreement will take effect on the date this Agreement has been signed by both parties and shall expire on December 31, 2019 and will automatically renew for successive terms of one (1) year, except if either party to this Agreement gives notice in writing to the other party 60 (sixty) days prior to the (initial) Termination Date.

7.2 This agreement shall automatically expire if Licensor does not deliver any Licensed Data to Licensee within twelve months of counter-signing the Agreement.

7.3 After termination of this agreement, Licensee agrees to delete/remove all original data, including headers and metadata from Licensee's servers within one week after the termination date.

ARTICLE 8 CANCELLATION AND TERMINATION

8.1 Either party shall be entitled to cancel this Agreement for cause by giving notice in writing by email or by registered mail to the other party, at the address first mentioned above, that the other party has failed to meet or is apparently unable or unwilling to meet one or more of the obligations of this Agreement. In such a case, the other party will have 30 (thirty) days to meet the stated obligation(s) and, if it does not do so, this Agreement will be cancelled effective from the last day of the thirty day period, at the option of the non-infringing party.

8.2 Upon termination or cancellation of this Agreement, all obligations and rights under this Agreement will end on the effective date of the termination or cancellation. After termination or cancellation of this Agreement, Licensee will abstain from using any content supplied to it. Licensee will erase all content held in electronic archives or destroy external storage devices holding content and make unsuitable for the uses licensed under this Agreement, all Articles received from Licensor. An independent third party shall witness and notarise such erasure or destruction.

8.3 Without prejudice to clause 6.5 and other changes in conditions, either party may terminate this Agreement upon 30 (thirty) days' written notice to the other party. Where notice of termination is given, Licensor shall, as from the date of receipt of such notice from Licensee or as from the date of such notice by Licensor, as appropriate, take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment. However, the two parties will continue to fulfill respective work until the last day before termination.

8.4 Either party shall be entitled to cancel this agreement giving a 30 days' written notice period considering national & business interests.

ARTICLE 9 ENTIRE AGREEMENT, AMENDMENT, NO ASSIGNMENT, WAIVER

9.1 This Agreement sets forth the entire understanding of the parties on the subject matter hereof, and supersedes all previous oral or written representations or agreements relating to the rights and duties provided for herein, and this Agreement may not be modified or amended except by written agreement of the parties.

9.2 If the majority of shares or if a major portion of the assets of Licensee is transferred, sold, assigned or pledged to another individual or company, or there is a change in the control or management of Licensee, Licensee will notify Licensor in writing within 5 (five) days, and Licensor, within 30 (thirty) days of the notification, will have the option of terminating this Agreement within 7(seven) days written notification to the new owner of the shares or the assets of Licensee, or the new controller or management of Licensee.

9.3 The failure of either party to enforce or exercise, at any time or for any period of time, any term of this Agreement does not constitute, and shall not be construed as, a waiver of such term and shall in no way affect that party's later right to enforce it.

9.4 All notices and other communications provided for in this Agreement shall be put in writing to and sent or delivered at the addresses set forth above or such other addresses as may be designated by either party in a written notice to the other party complying with the terms of this Article. All notices and communications will be effective, in the case of written notices, when delivered to the addressee.

ARTICLE 10 CONFIDENTIALITY AND NO AGENCY

10.1 Confidentiality: Both Licensor and Licensee agree not to disclose this Agreement or copies thereof, nor the terms and conditions of this Agreement, to third parties, except to their respective accountants, attorneys or to others as required by law.

10.2 In its commercial communication, Licensee will not make use of any trade name or trademark belonging to Licensor. Any reference to Licensor's trade names/rights will be subject to prior approval of Licensor. Licensor will not unreasonably withhold its approval.

10.3 Both parties can use & display Licensor and/ or Licensee's Logos wherever necessary only to announce the agreement.

AGREED AND ACCEPTED

Name: Steven Ke

Signature:

Title: General Manager,

Global Academic Resources Integrated

Service Branch Company

Date: 2019.10.14

China Academic Journals (CD Edition)

Electronic Publishing House Co., Ltd

Name: Assoc. Prof. Sutarman, Ph.D.

Signature:

Title: President

Association for Scientific Computing Electronics
and Engineering (ASCEE)

Date: September 29, 2019

Association for Scientific Computing Electronics
and Engineering (ASCEE)

Appendix 1 Licensed Data

Data Field and Format

Data Field	Format
Title, Publisher, Author, Publishing Date, DOI, Key Words, Journal Title, ISSN, Volume, Issue, Abstract and Reference	(standard formats including .xml, odf etc., are acceptable)

Publication Information

See attached spreadsheet.

Article Amount and Data Update

This agreement refers to 80 articles from the publications listed above which date back to 2017 (Year).

The Publisher will update the e-feed with 25 articles once a **Binually** (week/month/others).

*date back to **** (Year) refers to the publishing year of the first issue indexed in CNKI Scholar which should be consistent with the year of the Oldest Volume in the table.

*Data update frequency options include monthly, bimonthly, quarterly, biannually, annually or once new content is published online.

Appendix 2 Licensee's Products Using Materials

Database/Product Name
China Academic Journals Full-text Database
China Century Journals Full-text Database (Archive)
China Doctor Dissertations Full-text Database
China Master Dissertations Full-text Database
China Proceedings of Conference Database
China Core Newspapers Full-text Database
China Yearbooks Full-text Database
China Statistic Yearbooks Full-text Database
China Reference Works Online
China National / Industrial Standards Full-text Database
China/Foreign Standards Database
China/World Patents Database
China National Scientific Reports Database
China Books Full-text Database
China Citations Database
Platform Name
CNKI Integrated Platform , an open service platform to integrate self-constructed databases and licensed ones including Springer, Taylor&Francis, Wiley, ProQuest, Encyclopedia Britannica, Frontier in China Journals, Harvard Business Review, etc., as well as many theme databases such like China Law / Hospital / Agriculture / Economic Information Database.

Appendix 3. Contacts

Association for Scientific Computing Electronics and Engineering (ASCEE)

Andri Pranolo

Phone: +62 8139 255 4050

Email: info@ascee.org, andri@ascee.org

CNKI

Josie Wang

Phone: 86 10 82896619

Email: cnki.scholar@cnki.net whq9163@cnki.net whq0019@126.com