

Periodicals Editing and Publishing and Electronic Periodicals License Agreement

Party A: Higher Education Evaluation & Accreditation Council of Taiwan (HEEACT)
and Asia-Pacific Quality Network (APQN)

Party B: Airiti Inc.

With mutual covenant and agreement, Party A and Party B have caused this instrument and agree to joint efforts in the publishing of **Higher Education Evaluation and Development** according to the following terms and conditions:

Article 1: Subject matter of agreement

The **Higher Education Evaluation and Development**, which is to be published by both parties.

Article 2: Terms

This Agreement shall begin on January 1, 2015 and end on December 31, 2015.

Article 3: Scope of cooperation

- (1) Both parties agree to jointly publish **Higher Education Evaluation and Development**; the development target is to enhance Party A's international academic influence while actively expand domestic and international professional indexing and quotation database.
- (2) Both parties agree to jointly publish **Higher Education Evaluation and Development** and during the term of this Agreement shall jointly own the copy right of the articles concerning the publishing of **Higher Education Evaluation and Development**, including the transfer of published articles authored by contributing writers (see **Attachment 1: Copyright Assignment Agreement**) and the right to edit the periodicals. After the termination of this Agreement, each party may continue to use the content published during the term of this Agreement. .
- (3) Both parties agree to jointly own during the term of this Agreement the copy right property of the **Higher Education Evaluation and Development** reproduced, disseminated, published, publicly transmitted in any language throughout the world, and develop the periodicals, services, and products in digital formats that all existing or future technology may apply, including electronic periodical database and print on demand (POD). Party B shall be responsible for loyalty payment to Party A as agreed, which loyalty shall survive the termination of this Agreement. With written consent from Party B, Party A may grant license to other electronic distributors and libraries for the above-mentioned reproduction and publishing.

Article 4: Rights and obligations of each party

4-1 Party A's rights and obligations

- (1) Party A is responsible for the editorial committee, editorial policy, article invitation,

and article review for **Higher Education Evaluation and Development**. Party A shall supply articles to Party B as soon as possible after competing article review.

- (2) Party A agrees to the article invitation rules or article agreement, in which clearly specify that the contributor writer shall execute a copy right property transfer agreement if the article is accepted as to guarantee the right of publishing. The writer shall guarantee in the copy right property transfer agreement executed that the writing does not harm the copy right of a third party.
- (3) Under the condition that **Higher Education Evaluation and Development** is published every 6 month, Party A shall pay Party B publish fee of TWD 49,000, and DOI annual service fee shall be jointly paid by both parties (HEEACT is responsible for TWD 1,750 and APQN is responsible for USD 60). Party B shall provide integrated publish service for Party A as described in **Attachment 2**.
- (4) Party A shall specify and inform Party B the quantities of each paper copy and offprint before printing. If Party A needs additional paper copies, Party A may purchase from Party B at cost.
- (5) After the periodical printing is finished, Party B is responsible to deliver 350 copies to Party B (150 copies are to be delivered to Party A's HEEACT without postage expense, while the remaining 200 copies are to be purchased by Party A's APQN at USD 19 per copy, total USD 3,800, international postage is not included.) If individual subscriber delivery is required, Party B shall provide price quotation to Party A for Party B's approval by signing and fax-back first, and Party B shall proceed to the said delivery. Party B shall issue invoice to Party A after the said delivery, and Party A shall redeem the postage for the periodical delivery.
- (6) Party A is entitled to royalty fee from the licensed products (or services) sold by Party B in accordance with this Agreement, and the royalty fee shall be 20% of all paper and electronic periodicals sales volume.

4-2 Party B's rights and obligations

- (1) Party B is responsible for editing, layout, art design, and printing of **Higher Education Evaluation and Development** published during the term of this Agreement, in additions to global sales and marketing of electronic periodicals (see **Attachment 2: Integrated Publishing Services**).
- (2) Party B is responsible for pricing of subscription and sales and marketing of paper periodicals, while Party B is responsible for pricing of electronic versions and acknowledging the said pricing to Party A.
- (3) Party B has the right to determine the specification, method of fee collection, trade conditions, distribution channel, and promotion for the licensed products (or services) (for examples: paper and electronic versions to be published concurrently, free trial offer or test marketing, free use of data of a certain date and before, discount, and membership).
- (4) With consent from Party A, Party B may publish partial content of **Higher Education Evaluation and Development** on newspapers, magazines, advertisement, and promotion material (such as books, periodicals, DM, poster, flyer, and inserts) and internet for the purpose of sales and marketing.
- (5) Party B shall bear the expenses incurred for database development, administration, and

maintenance and marketing.

Article 5: Miscellaneous

- (1) The cover or the copy right page of **Higher Education Evaluation and Development** shall carry the names and trademarks of both Party A and Party B.
- (2) Party A guarantees that Party B may rightfully use the subject matter of this Agreement, and Party A shall be held responsible for the damage sustained by Party B due to loss of the said right to use.
- (3) Party B shall have in place rules for subscribers as to protect Party A's copy right property of the subject matter, and in the event that the said right is infringed by subscriber Party B shall use its best efforts to protect both parties' rights.
- (4) Both parties shall meet to negotiation the renewal of this Agreement at least 60 days prior to the expiration of this Agreement. Both parties will proceed with the said renewal only after both parties have reached agreements regarding to the details of the said renewal.
- (5) If this Agreement is unfortunate enough to be cancelled or terminated during its term, the cover and layout design designed by Party B shall owned by Party B.

Article 6: Loyalty payment

According to Paragraph 6, Article 4 of this Agreement, Party B's sales of licensed products (or services) shall be settled every half year. Party B shall summarize the loyalty payable to Party A based on the data usage on paid licensed products (or services) before January 31 and July 31 of each year, and provide Party A the loyalty summary of the respective half-year and usage statistics (exclusive of subscribers' information; the records automatically generated by the system shall prevail). Party A may also demand examination, to which Party B may not refuse, provided the examination method is acceptable to both parties. Party A shall issue invoice or receipt to Party B to demand for payment, and Party B shall honor the loyalty payment by mailing a check or remittance, with deduction of remittance handling fee or postage, to the account specified by Party A as follow, within 30 days from receiving the said invoice or receipt:

Account name: Higher Education Evaluation & Accreditation Council of Taiwan

Financial institute: Chang Hwa Branch: Taan Branch

Account No.: 5130-01-003703-00

Article 7: Court of jurisdiction

This Agreement shall be governed by the laws of the Republic of China (Taiwan). Both parties agree that any dispute arising from this Agreement shall be first settled by mutual trust among the two parties according to the common practice adopted in the same trade before subjecting the said dispute, if the said settlement fails, to Taiwan Taipei District Court, the court of first instance, for final solution.

Article 8: Transfer or rights and obligations

- (1) Party A agrees that Party B may transfer or sub-license the rights and obligations in this Agreement to its affiliate, Airiti Press Inc., and commission Airiti Press Inc. as the

publisher or otherwise to perform this Agreement.

- (2) Without prejudice to the previous paragraph, A party shall notify the opposite party in written any change of its organization and the new entity after the said change, and the said entity (the surviving company or a newly incorporated company or organization) shall generally adopt all rights and obligations of this Agreement. The opposite party may terminate this Agreement if a party fails to inform the opposite party about the change of organization within 30 days from the said change to take effect.

Article 9: Termination

A party may demand corrective action to be completed within 2 months if the opposite party breaches this Agreement, and may terminate this Agreement with a written notice if the violating party fails to meet the demand. Otherwise, no party may terminate this Agreement without consent from the opposite party.

Article 10: Execution and amendment

- (1) This Agreement is made in two counterparts, each of which shall be held by one party. This Agreement shall come into full force upon executions by both parties.
- (2) Starting from the effective date of this Agreement, Party B's services shall be governed by this Agreement and its attachments. Any amendment to this Agreement after the said effective date shall require mutual consent from both parties and signed by their respective, duly authorized representative for the said amendment to take effect.
- (3) Party A consists of an entity incorporated in our country (HEEACT) and an entity incorporated in India (APQN), and Paragraph 1, Article 10 specifies that this Agreement is made in two counterparts. The Indian entity APQN shall hold this Agreement and an English translation copy, which shall be regarded as an original counterpart of this Agreement. The Mandarin Chinese version shall prevail if any inconsistency is found between the Mandarin Chinese version and the English translation version.

Article 11: Payment

Party B shall issue an invoice to Party A within 15 days from publishing of each periodical, and Party A shall honor the payment within 30 days from the invoice date in accordance with this Agreement by mailing a check or remittance to the account designated by Party B as below, with deduction of the respective postage or bank handling charge:

Account name: Airiti Inc.

Bank: E.Sun Commercial Bank. Ltd. Yonghe Branch (bank code 808)

Account No.: 0521940000556

For overseas remittance:

Bank name: E.Sun Commercial Bank. Ltd. (Yonghe Branch)

Account name: Airiti Inc.

Swift Code: ESUNTWTP

Account No: 0107-441-863017

Party A: Higher Education Evaluation & Accreditation Council of Taiwan (HEEACT)
and Asia-Pacific Quality Network (APQN)

Duly authorized representative: _____ Signature (HEEACT)

Tax ID: 48704443

Address: 7F., No.179, Sec. 1, Heping E. Rd., Da-an District, Taipei City 106, Taiwan
(R.O.C.)

Tel: +886-2-33431200

Fax: +886-2-33431211

Email: service@heeact.edu.tw

Duly authorized representative: _____ Signature (APQN)

Tax ID: _____

Address: Shanghai Education Evaluation Institute (SEEI)
No. 202, South Shaanxi Road, Shanghai 20031, China

Tel: +86-21-5403 2285

Fax: +86-21-5467 0198

Email: fangle666@gmail.com

Party B: Airiti Inc.

Duly authorized representative: Chang Hsiao Yu _____ Signature

Tax ID: 70696235

Address: 18F, No. 80, Sec. 1, Chenggong Rd., Yonghe Dist., New Taipei City 23452

Tel: +886-2-2926 6006

Fax: +886-2-2923 5151

Date:

Attachment 1: Copyright Assignment Agreement

(For publishing author)

Copyright Assignment Agreement

The Author hereby agrees to publish the article (“the Work”) in _____, tentatively entitled:

_____.

And agrees to transfer the copyright of the Work to the publisher of _____.

The Author still reserves the right of personal use of adopting the Work into published collections and to use the Work for educational purpose, such as:

1. related trademark and patent rights to the Work;
2. the reproduction right of all or part of the Work for the educational use of the Author;
3. the use of all or part of the Work for the publishing of the Author’s book or collections;
4. the internal use in the Author’s workplace, including reproduction for distribution or promotion purposes; and
5. the publicly recited right of the Work and information pertaining to the Work.

The Author hereby warrants that the Work is original. The Author warrants the Work includes no illegal or abusing content, and free of any infringement of intellectual property rights of the third party. If the title of the Work is modified for editing reasons, the Author agrees the Work with modified title shall be the same work and such modification shall not affect the validity of this Agreement.

If each author’s signature does not appear below, the signing Author has asked for each author’s consent and has been authorized to execute this Agreement for and on behalf of all the authors.

Name of Author: _____

Phone Number: _____

Email Address: _____

Signed by :

Date of Signing:

Attachment 2: Integrated Publishing Service

I. Periodical editorial work

1. Periodical production:
 - (1) Enhance design quality
The cover is to be designed by art editor according to the features and needs of the publication; with international aspect. The senior editor is responsible for the layout and setting inside to enhance readability.
 - (2) Maintain text quality
Professional proof-read personnel are in place to maintain the text quality of the articles.
 - (3) Publication form consistency
Consistency in typeface and format, literature reference examination, and print setting.
2. Publication printing specification:
Print of each issue shall be 350 copies. Mono-color inside; 70-pound mill finish printing paper; within 100 pages; color cover on 200-pound coated post card.
3. Supportive administration:
Administrative works concerning assistance in applying for review by the Ministry of Science and Technology.

II. DOI digital object ID code registration service

1. DOI literature registration for the periodicals during the term of this Agreement.
The link will redirect to Party B's Airiti Library. Party B shall maintain the DOI redirecting link as to increase exposure and reference rate of the periodical.
2. Discount on DOI registration fee: During the term of this Agreement, Party A is entitled to a discounted DOI registration fee of TWD 3,500 per year, and Party B will bear the remainder.

III. ASPERS Online Contribution and Review System

1. System establishment and test: a dedicated website will be established and system program will be tested.
2. System education and training: Online contribution and review system education and training will be provided for the periodical's owner, which will determine the release date after familiarization.
3. System maintenance: Routine maintenance and system use consultation.

IV. International publishing of periodicals

With focus on promoting electronic periodicals, which will be digitized and added to Airiti Inc's online full-text service database: Airiti Library and e-periodical database: CEPS. International exposure of the periodicals will be increased at the same time through Airiti Inc's partners (e.g. Google Scholar, Books.com.tw, and San Min Books Co., Ltd.)

V. Sales and marketing services

1. EDM: EDM specially designed to emphasize the needs for and features of the periodicals (e.g. e-advertisement for releasing, contribution invitation, and conference), with assistance provided for the launching of the EDM to increase domestic and international exposures of the periodicals.
2. “Periodical’s Academic Competency Analysis” and “Periodical Marketing Report” are provided. “Periodical’s Academic Competency Analysis” and “Periodical Marketing Report” are provided every year for better understanding about the periodicals’ competitiveness and development planning.