

ASFA PARTNERSHIP AGREEMENT (full title: *ASFA (Aquatic Sciences and Fisheries Abstracts) Partnership Agreement Providing for Cooperation in the Preparation and Publication of the Aquatic Sciences and Fisheries Abstracts (ASFA) and for the Reconstitution of the Advisory Board*
AND

ASFA PUBLISHING AGREEMENT (full title: *Publishing Agreement between Food and Agriculture Organization of the United Nations and ProQuest LLC*)

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ASFA PARTNERSHIP AGREEMENT

This is the Agreement signed between FAO and the ASFA Partners. It, together with parts of the ASFA Publishing Agreement, describes the responsibilities and entitlements of being an ASFA Partner).

- Article I. The Objectives of ASFA Cooperation
- Article II. The ASFA Partners
- Article III. Responsibilities of Co-sponsoring ASFA Partners
- Article IV. Responsibilities of International ASFA Partners
- Article V. Responsibilities of National ASFA Partners
- Article VI. Entitlements of ASFA Partners
- Article VII. Responsibilities and Entitlements of the Publishing ASFA Partners
- Article VIII. The ASFA Advisory Board
- Article IX. The Secretariat of the Board
- Article X. Entry into Force and Termination
- **Annex-1** *Criteria and procedure to dismiss existing ASFA Partners from the ASFA Partnership for not fulfilling the agreed input responsibilities*

WHEREAS

- the publication Aquatic Sciences and Fisheries Abstracts (ASFA) was originally established in 1970 by the Food and Agriculture Organization of the United Nations (FAO), with the cooperation of a commercial publisher and several national centres in order to provide an information system facilitating access to world literature on aquatic sciences and fisheries;
- the respective rights and responsibilities of the ASFA partners were set out in an AideMemoire as amended, which Aide Memoire was based on the concept that partnership by national centres and the concomitant entitlements and benefits should be conditional on their acceptance of specific responsibilities with respect to the monitoring and indexing of literature;
- the partners recognize the need to clarify and revise the nature of their partnership and functioning of the Advisory Board, as originally set out in the Aide Memoire, which Aide Memoire should now therefore be considered as superseded;

NOW THEREFORE the Partners have agreed as follows:

Article I

The Objectives of ASFA Cooperation

1.1 The overall objective of ASFA cooperation is to develop and maintain a service for the collection and dissemination of information on the science, technology and management of marine, brackish water and fresh water environments, organisms and resources, including economic, sociological and legal aspects, in a form easily accessible to the user community, bearing in mind the special interests of developing countries and based on the pooling of literature monitoring and indexing activities by the individual partners, consistent with internationally accepted standards and practices. The service shall include a computersearchable bibliographic data base, associated printed abstract journals and the relevant tools for the control of the system and aids to its use.

1.2 The special interests of developing countries include full participation in international schemes under the aegis of the UN system for the collection, analysis and use of data and information; equitable and affordable access to relevant information services and products; and the strengthening of national capacities in information handling and communication;

Article II

The ASFA Partners

2.1 The ASFA partners shall be such co-sponsoring organizations of the UN system (the "Co-sponsoring ASFA Partners"), other international organizations (the "International ASFA Partners"), national government agencies or institutions, or their designees, (the "National ASFA Partners") as subscribe to this Agreement, and the publisher of ASFA (the "Publishing ASFA Partner"), (hereinafter collectively referred to as the "ASFA Partners").

2.2 New ASFA partners will be sought where necessary to ensure full coverage of ASFA literature and full participation by both developing and developed countries.

2.3 A Co-sponsoring ASFA Partner, in consultation with the Secretariat may invite any competent national government agency or institution from a developing country to become a new ASFA partner, on condition that the agency or institution concerned accepts the responsibilities of a National ASFA Partner as specified in this Agreement.

2.4 The ASFA Advisory Board (the "Board") may invite any other competent national government agency or institution or any competent international organization to become a new ASFA partner, on condition that the agency, institution or organization concerned likewise accepts the responsibilities of a Co-sponsoring ASFA Partner, an International ASFA Partner or National ASFA Partner, as the case may be, as specified in this Agreement.

2.5 The competence of a national government agency or institution or of an international organization for the purpose of its eligibility to become a partner of ASFA shall be determined by the Secretariat.

2.6 Where a national government agency or institution has been accepted as a National ASFA Partner, other agencies or institutions from the same country wishing to contribute to ASFA shall, wherever possible, make such contributions through the National ASFA Partner concerned.

Article III

Responsibilities of Co-sponsoring ASFA Partners

3.1 The Food and Agriculture Organization of the United Nations (FAO), the Intergovernmental Oceanographic Commission (IOC), the United Nations Environment Programme (UNEP) and the United Nations Division of Ocean Affairs and the Law of the Sea (UNDOALOS) shall be invited to become Co-sponsoring ASFA Partners.

3.2 Each Co-sponsoring ASFA Partner shall:

- a) act as co-ordinating focal point for ASFA for its particular subject area;
- b) be responsible for the monitoring of all serials, monographs and other information emanating from its own organization, programme or unit relevant to the scope of ASFA, and for preparing bibliographic citations, indexing and abstracts of this and other relevant literature for input to ASFA, subject to the same quality conditions as for National ASFA Partners;
- c) attend, wherever possible, all meetings of the Board and all editorial staff meetings at which technical aspects are to be discussed with a view to making recommendations to the Board;

d) provide such special assistance in the area of their competence to developing countries as they may deem necessary, including assistance relating to the production and distribution of ASFA products or by-products.

Article IV

Responsibilities of International ASFA Partners

4.1 The Intergovernmental and non-governmental organizations listed in Annex A to this Agreement shall be invited to become International ASFA Partners.

4.2 Each International ASFA Partner shall:

a) be responsible for the monitoring of all serials, monographs and other information emanating from its own organization relevant to the scope of ASFA, and for preparing bibliographic citations, indexing and abstracts of relevant literature for input to ASFA, subject to the same quality conditions as for National ASFA Partners;

b) attend, wherever possible, all meetings of the Board and all editorial staff meetings at which technical aspects are to be discussed with a view to making recommendations to the Board.

Article V

Responsibilities of National ASFA Partners

5.1 The national government agencies, institutions or their designees, listed in Annex B to this Agreement shall be invited to become National ASFA Partners.

5.2 National ASFA Partners shall be responsible for the monitoring of serials, monographs and other information relevant to the scope of ASFA, published in their own countries, and for preparing bibliographic citations, indexing and abstracts of relevant literature for input to ASFA.

5.3 Each National ASFA Partner agrees to do its utmost to ensure the highest quality in its monitoring of information and preparation of input to ASFA and in other aspects of the ASFA service, in accordance with such instructions and guidelines as may be promulgated from time to time in publications in the ASFIS Reference Series, and undertakes in particular to cooperate with the Secretariat, the Publishing Partner and other Partners in the development of ASFA tools and quality control.

5.4 Each National ASFA Partner agrees to be represented, to the extent practicable, at all meetings of the Board and at all editorial staff meetings at which technical aspects are to be discussed with a view to making recommendations to the Board.

5.5 Each National ASFA Partner shall allocate, on a continuing basis, the necessary resources to enable it to fulfil its responsibilities under this Article.

5.6 Where any National ASFA Partner fails to fulfil its responsibilities under this Article for a period of two consecutive years, the Board may decide to suspend that Partner's entitlements under Article VI of this Agreement.

Article VI

Entitlements of ASFA Partners

Each ASFA Partner shall be entitled to receive such copies of products of the ASFA service as may be specified in Article 5 of the Publishing Agreement between FAO and CSA in accordance with the terms and conditions set out in that Agreement.

Article VII

Responsibilities and Entitlements of the Publishing ASFA Partner

The responsibilities and entitlements of the Publishing ASFA Partner shall be as set out in this Agreement and in the Publishing Agreement between FAO and the Publishing ASFA Partner.

Article VIII

The ASFA Advisory Board

8.1 The functions of the ASFA Advisory Board (the "Board") shall be to decide upon, and oversee the implementation of, policy matters with respect to the ASFA service.

8.2 Each ASFA Partner shall be entitled to nominate one member of the Board, who should be a person invested with authority to commit the expenditure of the resources of the ASFA Partner concerned.

8.3 The Members of the Board shall elect a Chairman from among the Members of the Board.

8.4 Members of the Board shall be adequately prepared to discuss and evaluate the issues raised at each meeting of the Board.

8.5 Each Member of the Board may be accompanied by an alternate, who shall not have the right to vote except in the absence of the Member, and by advisers, who shall not have the right to vote.

8.6 Meetings of the Board shall be held at least once a year at such venue as may be determined by the Board, or by the Chairman of the Board in consultation with the Secretariat.

8.7 The quorum for meetings of the Board shall be one-third of the Members of the Board.

8.8 Decisions of the Board shall be taken wherever possible by consensus. Where all attempts to obtain a consensus fail, matters may be decided upon by a majority vote of those Members of the Board present and voting. On any issue where a quorum has not been reached at a meeting, or in case of amendments to this Agreement, the Board shall resort to a postal vote of its Members. In such case, the matter shall be decided upon by a majority of the postal votes received from the Members of the Board by the date specified by the Board. Adequate information on the matter shall be circulated together with a request for a postal vote.

Article IX

The Secretariat of the Board

9.1 FAO shall provide the Secretariat to the Board for such time as it consents to do so.

9.2 Should FAO decide to relinquish the functions of Secretariat to the Board, it shall notify the Board accordingly and the Board shall appoint a new Secretariat. A minimum period of notice in writing of six (6) months shall be given.

9.4 The functions of the Secretariat shall be as follows:

- to implement the decisions of the Board;
- to represent the Partnership in its relations with other bodies or entities;
- to negotiate and execute legal documents and carry out other legal acts on behalf of the Partnership, in accordance with the policy established by the Board, and in the case of contracts with the Publishing ASFA Partner, subject to the approval of the Board;

- to act as Trustee and legal owner of the ASFA data base, including both past and future inputs, for the benefit of the ASFA Partners;
- to administer, in accordance with its own Financial Regulations and Rules, moneys received into the ASFA Trust Fund;
- to organize Meetings of the Board and maintain communications with ASFA Partners;
- to oversee the operation of the ASFA service and the implementation by the Publishing ASFA Partner of his obligations under the Publishing Agreement;
- to establish and maintain lists of the literature to be monitored;
- to monitor and control the production and use of ASFA products and tools (ASFIS Reference Series) and encourage the development of new and existing products and tools;
- to produce and distribute ASFIS input tools and guidelines to ASFA Partners;
- to coordinate the development and provision of training tools and opportunities for new partners and ASFA users;
- to provide a system of quality control to ensure that the input to the ASFA data base is complete and meets the required standards;
- to receive inputs from national institutions where such inputs cannot be processed through a National ASFA Partner because of the lack of agreement between the contributing institution and the National Partner concerned;
- to receive ASFA input from certain contributing developing country institutions, and edit and review bibliographic descriptions to be entered into the system as agreed with the Publisher.

Article X

Entry into Force and Termination

10.1 This Agreement shall enter into force on its adoption by the Board and its signature by the Co-sponsoring ASFA Partners, at least one International ASFA Partner, the Publishing ASFA Partner and at least one-third of the potential National ASFA Partners listed in Annex B to this Agreement.

10.2 Any party to this agreement may withdraw from this agreement on 6 (six) months written notice to the Board.

10.3 This Agreement may be amended or terminated by mutual consent of the Parties hereto.

10.4 On the termination of this Agreement and/or the winding up of ASFA, the assets of ASFA, including the Trust Fund, shall be used by FAO for the continued collection and dissemination of information on aquatic sciences and fisheries or for similar purposes.

In witness whereof, the Partners hereto affix their signatures:

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Signature of FAO

.....
Signature of Institute joining ASFA

ANNEX-1 to Partnership Agreement

CRITERIA AND PROCEDURE TO DISMISS ASFA PARTNERS FROM THE ASFA PARTNERSHIP FOR NOT FULFILLING THE AGREED INPUT RESPONSIBILITIES

At the 2008 ASFA Advisory Board Meeting the following procedure for removing Partners who do not fulfil the agreed ASFA responsibilities was agreed. A vote of the whole ASFA Partnership followed by post (e-mail) and a majority of the ASFA Partners agreed thus making the new procedure part of the Partnership Agreement. In the case of an ASFA Partner who is not able to fulfill the responsibilities under Article- V of the ASFA Partnership Agreement as regards ASFA input preparation,

1. New ASFA Partners:

1.1 Immediately (within 1-4 weeks) after receiving training in the ASFA Input procedures the newly trained ASFA Partner should submit its first batch of ASFA input (at least 5-10 records) to the FAO ASFA Secretariat for checking and feedback and subsequent submission to the ASFA Publisher. If after 4 weeks the ASFA Partner does not submit input, the FAO ASFA Secretariat will contact the Partner and endeavour to identify the reasons why the ASFA Partner has not submitted any input and will attempt to provide the necessary assistance.

1.2 At the discretion of the FAO ASFA Secretariat (i.e. depending on the problem), further time (up to 3 deadlines within one 12 month period) will be allocated to the Partner for submitting the input.

1.3 Disregarding **3 consecutive deadlines**, without reasonable justification, will result in the ASFA Partner being removed from the ASFA Partnership. Removal from the Partnership would not exclude the possibility of future participation in ASFA by the same institute or organization.

(Note: Partners may also apply the above procedure to remove collaborating centres)

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2. Existing ASFA Partners who have never submitted input or who have ceased to submit input

2.1 The FAO ASFA Secretariat will contact the Partner and endeavour to identify the reasons why the ASFA Partner has not submitted or has ceased to submit input and will attempt to provide the necessary assistance.

2.2 same as item 1.2 above

2.3 same as item 1.3 above

(Note: Partners may also apply the above procedure to remove collaborating centres)

(end of Criteria document) and (end of Partnership Agreement document)

ASFA PUBLISHING AGREEMENT BETWEEN FAO AND PROQUEST

(Abridged Version, valid for period 2016-2019)

This is the Agreement signed between FAO and the ASFA Publisher (ProQuest). It describes the responsibilities of the Publisher as regards the production and distribution of the ASFA information products and it also describes the entitlements that the Publisher must grant to the ASFA Partners including the terms/conditions of usage of said entitlements.

The abridged version of Publishing Agreement presented below includes: the Introductory paragraphs A, B, C; Article-1, "Definitions"; Article-5, "Product Entitlements"; and "Exhibit-E", Additional Entitlements).

Paragraphs A

Paragraphs B

Paragraphs C

Article 1 - DEFINITIONS

Article 5 - PRODUCT ENTITLEMENT

- Article 5.1 Minimum Entitlement
- Article 5.2 Additional Entitlement
- Article 5.3 Use of the ASFA End Products
- Article 5.4 Use of ASFA Database by ProQuest
- Article 5.5 ASFA Printed Journals
- Article 5.6 ASFA CD/DVD-ROM
- Article 5.7 ASFA Database on ProQuest's Online Platform
- Article 5.8 Access by Low Income Food Deficit Countries (LIFDC) to ASFA Information Products and Services
- EXHIBIT E - ADDITIONAL ENTITLEMENTS

PUBLISHING AGREEMENT
Between
FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS
and
PROQUEST LLC

This Publishing Agreement (the "**Agreement**") is entered into effect January 1, 2016 ("Effective Date") between THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS ("**FAO**") AND PROQUEST LLC ("**PROQUEST**").

- A. Aquatic Sciences and Fisheries Abstracts ("**ASFA**") was originally established in 1970 by FAO, a commercial publisher, and a number of national institutions that wished to establish a computerized information system dealing with literature on aquatic sciences and fisheries. The overall objective of ASFA is to disseminate information to the world community of aquatic scientists, bearing in mind the special interests of developing countries in this field. The institutions agreed to pool their literature-monitoring and indexing activities, consistent with internationally accepted standards and practices. The original publisher agreed to contribute indexed abstracts as well, in addition to taking on the responsibilities of production, marketing, and distribution of the print product. Each party accepted specific responsibilities in return for certain entitlements and thereby became an ASFA Partner.
- B. FAO has been appointed by the ASFA Advisory Board to act on its behalf.
- C. FAO wishes to appoint ProQuest, and ProQuest accepts the appointment, to produce, manufacture, market and distribute ASFA Products as further specified in Article 1 below and to carry out the other obligations set forth herein.

THEREFORE, in consideration of the mutual promises set forth below, ProQuest and FAO agree as follows:

1 DEFINITIONS

1.1 "ASFA Products" shall mean those Products identified in Exhibit A attached hereto and incorporated by reference.

1.2 "ASFA Advisory Board" is defined in the ASFA Partnership Agreement (Article VIII) which is attached hereto and incorporated by reference.

1.3 "ASFA Trust Fund" as referred to in Paragraph 6 of this Agreement and the ASFA Partnership Agreement (Article IXe) which is attached hereto and incorporated by reference in all matters relating to this Agreement and the ASFA Partnership Agreement shall mean the Trust Fund established by the ASFA Advisory Board and currently held and administered by FAO in accordance with its Financial Regulations.

1.4 "Blended Products" shall mean ASFA Product(s) or a portion thereof that are combined with other non-ASFA products.

1.5 "Net Revenues" shall refer to the actual receipts from all licensing or other revenue-generating distribution of the ASFA Products, exclusive of any separately itemized taxes, interest or finance charges, service fees, charges, and insurance or transportation costs actually paid by customers, and less any credits or refunds for returns, sublicense fees,

commissions and/or royalties, and any bad debts from customers which cannot be collected following the exercise of reasonable efforts.

1.6 "Partner(s)" are those parties identified in Exhibit B attached hereto and incorporated by reference which may change from time to time and as further specified in the Partnership Agreement. The (ASFA) **Partner(s)** are those institutes/organizations/agencies etc. that have signed together with FAO, the ASFA Partnership Agreement.

1.7 "Collaborating ASFA Centre(s)" are those parties identified in Exhibit B attached hereto and incorporated by reference which may change from time to time. The Collaborating ASFA Centres are institutes/organizations that the ASFA Partners (i.e. the UN, International, and National ASFA Partner organizations) have recruited and trained to assist them in preparing ASFA input. Unlike the actual ASFA Partners, the "Collaborating" ASFA Centres do not sign an "agreement" with FAO. Their ASFA responsibilities are defined by the National ASFA Partner and not by FAO. National ASFA Partners may take the initiative, responsibility and expense, to recruit/train as many Collaborating ASFA Centres as needed to assist them in ASFA input preparation for their country. The ASFA Partner is authorized to give some or all of its ASFA information product entitlements to its Collaborating ASFA Centre(s) to be used with the same restrictions that apply to the National ASFA Partner. Collaborating ASFA Centres may qualify for receiving the ASFA Information products even if their input is limited in number, as referred to in paragraph 5.2 (g) and the footnote in Exhibit-E. The distribution of product entitlements earned through the combined efforts of the ASFA Partner and its associated Collaborating ASFA Centre(s) is at the discretion of the ASFA Partner.

1.8 "Record(s)" or "Input" means a record containing a bibliographic reference, an abstract(s), classification codes, and indexing terms. In some cases, the record may not include an abstract or indexing terms (see paragraph 3.10).

1.9 "Sales" shall include licensing where applicable.

1.10 "www-ISIS-ASFA" refers to the software application used to prepare bibliographic input (or Records) in machine readable format.

1.11 "Developing Countries" is used generically in the context of this Agreement to refer to Low Income Food Deficit Countries, Low Income Countries, and Least Developed Countries which are those countries whose special needs or conditions FAO is mandated to take into consideration when disseminating information (in this case special needs and conditions refers to: inability to access ASFA information products and services at regular market prices due to lack of purchasing power, and inability to fully participate in UN sponsored information systems for lack of capacity in the form of equipment, training, manpower etc.).

1.12 "Low Income Food Deficit Countries" (LIFDC) refers to countries identified in Exhibit-F attached hereto which may change from time to time and referred to in paragraphs 5.2e and 5.8 for the purpose of distributing free ASFA information products.

5 PRODUCT ENTITLEMENT

5.1 Minimum Entitlement. ProQuest shall supply at no cost to all of the present ASFA Partners (and future ASFA Partners from the moment that the ASFA Advisory Board accepts them as a full Partner) contributing indexed records within a commercially reasonable time period (see 4.7c), the following minimum entitlement which shall not be for resale:

- a) one (1) full subscription to each of the 3 printed ASFA journals (as listed in Exhibit A) for as long as the Partner is a member of ASFA and contributes input. See paragraph 5.5 for terms and conditions of use;
- b) one (1) copy of the standalone ASFA CD/DVD-ROM, and all updates and upgrades thereto, for as long as the Partner is a member of ASFA and contributes input. See paragraph 5.6 for terms and conditions of use;
- c) one (1) copy of the updates and upgrades to the ASFA database in magnetic tape (or equivalent machine readable format) format to those Partners set forth in Exhibit D. See paragraph 5.3 for terms and conditions of use; and
- d) one (1) ASFA online subscription (currently via the ProQuest platform; www.search.proquest.com) for multiple simultaneous access by the Partner organization/institution at a single geographic location. This internet subscription will include access to Oceanic Abstracts and Deep Indexing: Aquatic Sciences. ProQuest Deep Indexing: Aquatic Sciences supplements ASFA with access to over a million indexed charts, figures, graphs, maps, photographs, and tables from scholarly research and technical literature. Deep Indexing will continue through the end of 2015 after which point no further Deep Indexing will be added.

5.2 Additional Entitlement. ProQuest shall supply additional entitlements, which shall not be for resale, of the ASFA Products (except 3rd-party online services, but including ASFA on ProQuest's online platform) to Partners contributing records in excess of 250 per year (but see 5.2h) according to the following formula (see paragraphs 5.3, 5.5, 5.6 and 5.7 for terms and conditions of use):

- a) each Partner shall have additional entitlement, based on the average number of records that Partner submitted to the ASFA database in machine readable format during the previous three calendar years (the three-year average contribution figure will be calculated at the end of every calendar year); (see paragraph (g) regarding special arrangements for "Collaborating ASFA Centres", i.e. those institutes which assist the ASFA National Partners in preparing ASFA input).
- b) Partners will be eligible for additional entitlements in accordance with the scheme set out in Exhibit E;
- c) In accordance with (a) and (b) above the Partners may acquire additional ASFA Products (except online services, but including ASFA on ProQuest's online platform) including a magnetic tape (or equivalent machine readable format) from ProQuest;
- d) ProQuest shall make further copies of the ASFA Products (except online services) available to Partners for purchase at the following discount rate from ProQuest's and sublicensees's then current international price list: (i) thirty five percent (35%) discount for Partners from developed countries (this discount rate applies only to ProQuest's online platform) and twenty five percent (25%) discount (this discount rate applies to the other ASFA Products) and (ii) seventy five percent (75%) for Partners from developing countries (which shall be determined by ProQuest and FAO in good faith consultation). ProQuest will offer a further discount, or complimentary access, to any ASFA Partner contributing significantly to the production of either the Deep Indexing: Aquatic Sciences or WRA database.
- e) ProQuest shall make copies of the ASFA Products (except online services, but including ASFA on ProQuest's online platform) available to certain new customers located in

developing countries (which shall be determined by ProQuest and FAO in good faith consultation) at a discount of fifty percent (50%) from ProQuest's and ProQuest's sublicensees then-current international price list. Should ProQuest decide in the future to market the CD/DVD-ROM product, FAO and ProQuest agree to limit the number of CD/DVD-ROM subscriptions available under this Paragraph 5.2e to ten (10) copies per year. In addition ProQuest shall make ASFA on ProQuest's online platform available, free of charge, to Low Income Food-Deficit Countries in consultation with FAO (see paragraph 5.8).

- f) ProQuest and FAO shall together determine how the additional entitlement programme will be implemented and make decisions as required on such issues as: the rate of exchange on international price lists that quote prices in currencies other than US dollars; the designation of a particular CD/DVD-ROM distributor (if the CD/DVD ROM is marketed) or distributors as the official distributor(s) for programme purposes; any limits on distribution of ASFA Products that need to be imposed as a result of the number or kind of Products available, and the like.

- g) Collaborating ASFA Centres - a number of ASFA National Partners have recruited Collaborating Centres (see Exhibit-B) to assist them in ASFA input production. FAO welcomes and encourages this as it contributes to capacity building within the ASFA Partner's country which is of high priority among FAO mandates. However, such Collaborating ASFA Centres may not, for various reasons, be able to produce 250 records (i.e. in addition to the 250 records produced by the National ASFA Partner) in order to qualify for an additional ASFA entitlement(s) (e.g. access to ASFA database via the Internet and/or the CD/DVD-ROM).
THEREFORE, in the case of Collaborating ASFA Centres located in developing countries not being able to produce 250 records, but nonetheless inputting/processing records up to their capacity, ProQuest shall provide the Collaborating Centre with access to the ASFA database via Internet. This relationship will be managed by the main ASFA input center, typically the National center, and ProQuest, in consultation with FAO. In addition, depending on the availability of the CD/DVD ROM product in ProQuest, the Collaborating Centre could also request this format of the database.
Notwithstanding what is stated above, all provision of additional entitlements to Collaborating ASFA Centres in developing countries, with limited input production, would be determined and overseen by ProQuest and FAO in good faith consultation. As regards Collaborating ASFA Centres in developed countries, in some exceptional cases these Centres may also be eligible to receive access to the ASFA database via Internet and/or CD/DVD-ROM even though they are producing a limited number of inputs. This would need to be decided on a case-by-case basis by ProQuest and FAO.

- h) Regardless of Partner input levels, ProQuest's online access to Water Resources Abstracts and/or CSA Illustrata: Natural Sciences will be discounted by 25% for Partners from developed countries, and 75% for Partners from developing countries. The 75% discount will also be made available to certain new customers in developing countries (which shall be determined by ProQuest and FAO in good faith consultation).

5.3 Use of the ASFA End Products.

5.3.1 Use of ASFA Database by FAO and other U.N. Organizations Participating in ASFA. FAO and other U.N. organizations may use the ASFA database in their computers and on the Internet (including Intranet for access within their own organizations) for the fulfillment of their mandates and may make the ASFA database

available to their constituencies in developing countries, whether in printed or electronic form, including on the Internet. They may also use the ASFA database to provide SDI services in machine readable format or as printed products to users in developing countries. Such SDI's shall not constitute a significant portion of the ASFA database (no more than one percent (1%), except for United Nations sponsored regional bibliographies which shall be no more than five percent (5%).

5.3.1.1 Limited Use of records from ASFA Database in specialized web-based data bases. Occasionally, FAO, other U.N. Organizations participating in ASFA and/or ASFA Partners are mandated to host small, subject specific web-based databases. ProQuest shall authorize the use in these databases of up to 20% of records originated/downloaded from ASFA. In such cases the ASFA Partner: 1) may not charge users for accessing the database; 2) must keep the total number of records in the database from exceeding 25,000 3) will provide user statistics to ProQuest, if requested; 4) will acknowledge ProQuest and the other ASFA Partners for use of their records. ProQuest has the right to revisit all such arrangements if it's determined that any of such databases is responsible for the erosion of ProQuest's customer base.

5.3.2 Use of ASFA Database in Machine-Readable Form by Partners other than FAO and other UN Organizations

- a) Each such Partner can use the ASFA database in its computer systems at one geographic location determined by the Partner (see 5.7.2a) for the fulfillment of its mandate;
- b) Each such Partner set forth in Exhibit-E receiving a complimentary copy of the ASFA magnetic tape as part of its entitlement can use it to provide information services to users, only if they are currently doing so, so long as their charges conform with prevailing market rates which shall be documented by ProQuest, subject to the payment of royalties set forth in Paragraph 6.3 for those Partners currently providing information services, ProQuest must be consulted by the Partner concerning any dissemination to institutions within the Partner's country. Partners receiving the magnetic tape (or equivalent) will provide ProQuest with a list of institutes accessing the ASFA database derived from the magnetic tape;
- c) Each such Partner can use the ASFA database to reproduce and distribute to the non-profit sector within their country or, in the case of international organizations, within their jurisdictional domain, multiple copies of selected output from the ASFA database, not representing a substantial part of ASFA (*i.e.*, no more than one percent (1%) without the prior permission from ProQuest; and
- d) Each such Partner can use the ASFA database to provide SDI services in machine readable format or as printed products to users in their countries or, in the case of international organizations, to users within their jurisdictional domain, providing such SDI's are limited to the non-profit sector, the services are confined to that Partner's country only or, in the case of international organizations, within that Partner's jurisdictional domain, and such products are not produced in multiple copies. Such SDI's shall not constitute a significant portion of the ASFA database (no more than one percent (1%).

5.4 Use of ASFA database by ProQuest. ProQuest shall be entitled to use the ASFA database subject to payment of the royalties set forth in Paragraph 6.2:

- a) ProQuest shall have the exclusive right to publish and market the monthly updates to the ASFA databases in print format.
- b) ProQuest shall have the exclusive right to provide information retrieval services, either through contract or license to another organization, subject to the limitations set forth herein;
- c) ProQuest shall have the exclusive right to publish and distribute all or any part of the ASFA database in electronic formats subject to the limitations set forth herein;
- d) ProQuest shall have the exclusive right to publish and market the ASFA database on **CD/DVD -ROM**;
- e) ProQuest shall have the right to sub-license the publishing and the marketing of the ASFA **CD/DVD -ROM** product, subject to the prior written approval of FAO. FAO shall provide its approval or disapproval within thirty (30) days of receiving ProQuest's request; provided, however, if FAO does not respond in thirty (30) days such approval shall be deemed given; and
- f) ProQuest shall have the right to transfer records of input prepared by Partners for use in other ProQuest products subject to the applicable royalty specified herein; provided, however, that ProQuest will not transfer all or substantially all of the ASFA database into other ProQuest products without the prior written approval of FAO, which shall not be unreasonably withheld.
- g) Subject to Paragraph 5.4h, ProQuest shall have the exclusive right to make the ASFA database available on the Internet.
- h) Nothing in this Article shall affect the right of individual Partners to make available, to other persons, their own input to ASFA, whether in printed or electronic form, including on the Internet or the lights of FAO and other UN Organizations as set out in paragraph 5.3.1.

5.5 ASFA Printed Journals.

5.5.1 Use of ASFA Journals by FAO and other U.N. Organizations Participating in ASFA. FAO and other UN organizations participating in ASFA which receive entitlement copies of the ASFA journals shall be free to distribute them without any restrictions to developing countries.

5.5.2 Use of ASFA Journals by Partners other than FAO and other UN Organizations. Such Partners who receive entitlement copies of the ASFA journals can distribute them only within their own organization or to other organizations contributing ASFA input as part of an ASFA national network and shall provide the FAO with the names of those recipients on a yearly basis. For the purposes of this subparagraph, a Partner, whose organization is spread across two or more campuses that are geographically separated, shall not be entitled to distribute entitlement copies to such other campuses except with the approval of ProQuest and FAO, which approval will normally only be granted if the usage or access to such entitlement copies is of a limited nature and/or if the economic status of the Partner concerned is such that it cannot afford multiple subscriptions to the ASFA products.

5.6 ASFA CD/DVD-ROM.

5.6.1 Use of ASFA CD/DVD-ROM by FAO and other UN Organizations Participating in ASFA. The FAO and other UN organizations may use the ASFA CD/DVD-ROM in their computer systems and on the Intranets for access within their own organizations for the fulfillment of their mandate.

5.6.2 Use of ASFA CD/DVD-ROM by Partners other than FAO and other UN Organizations. Such Partners may use the ASFA database as follows:

a) Partners who receive either minimum entitlement or additional copies of the ASFA CD-ROM/DVD shall distribute them only within their own organization or to other organizations contributing ASFA input as part of an ASFA national network and shall provide the FAO with the names of those recipients on a yearly basis For the purposes of this subparagraph, a Partner, whose

organization is spread across two or more campuses that are geographically separated, shall not be entitled to distribute entitlement copies to such other campuses except with the approval of ProQuest and FAO, which approval will normally only be granted if the usage or access to such entitlement copies is of a limited nature and/or if the economic status of the Partner concerned is such that it cannot afford multiple subscriptions to the ASFA products; and

b) Partners may use the ASFA CD-ROM/DVD in their computer systems for the fulfillment of their mandate, and provide information services within their own country similar to those described in Paragraphs 5.3.2c and d including the limitations set forth therein.

5.7 ASFA database on ProQuest's online platform

5.7.1 Use of the ASFA database on ProQuest's online platform by FAO and other UN Organizations. The FAO and other UN organizations may use the ASFA database on ProQuest's online platform for the fulfillment of their mandates.

5.7.2 Use of the ASFA database on ProQuest's online platform by Partners other than FAO and other UN Organizations. Such Partners may use the ASFA database on ProQuest's online platform as follows:

a) Partners who receive either minimum entitlement or additional entitlements to the ASFA database on ProQuest's online platform shall provide access to it only within their own organization or to other organizations contributing ASFA input as part of an ASFA national network and shall provide the FAO with the names of those recipients on a yearly basis For the purposes of this subparagraph, a Partner, whose organization is spread across two or more campuses that are geographically separated, shall not be entitled to provide access to such other campuses except with the approval of ProQuest and FAO, which approval will normally only be granted if the usage or access to such entitlement copies is of a limited nature and/or if the economic status of the Partner concerned is such that it cannot afford multiple subscriptions to the ASFA products; and

b) Partners may access the ASFA database on ProQuest's online platform from their computer systems for the fulfillment of their mandate, and provide information services within their own country similar to those described in Paragraphs 5.3.2c and d including the limitations set forth therein.

5.8 Access by Low Income Food Deficit Countries (LIFDC) to ASFA Information Products and Services

This paragraph shall refer to the project agreed between FAO and ProQuest to distribute ASFA information products and services to Low Income Food Deficit Countries (LIFDC) (see Exhibit-F for list of all LIFDCs) for the duration of this Agreement.

a) ProQuest agrees that the project CD/DVD-ROMs and Internet Access to ASFA* via ProQuest Online platform shall be continued and include all Low Income Food Deficit Countries (LIFDC),

* This internet subscription, as regards the inclusion of records in the search results from other ProQuest databases, will not differ from complimentary subscription received by the ASFA Partners and described in paragraph 5.1 d).

The base list of recipients for this project will be the list of LIFDC countries listed in Exhibit-F, however notwithstanding this list, FAO will exercise some selection among the countries on the list, and likewise, some developing countries not on the list could be considered within the scope of the project.

ProQuest shall endeavor to issue the quarterly updates to the ASFA CD/DVD-ROM in a timely manner.

EXHIBIT E

ADDITIONAL ENTITLEMENTS

The ASFA National, International, and UN-Cosponsoring Partners (hereafter referred to as Partners) will be eligible for additional entitlements based on their annual record input, according to the scheme in the following table. For example, a Partner submitting 500 records per year may choose to receive three extra subscriptions to the ASFA database on ProQuest online platform, in addition to a set of ASFA print journals, a copy of ASFA on CD/DVD. As regards *Collaborating ASFA Centres*, see paragraph 5.2g and footnote* below.

Entitlement Level	# of Records Submitted Annually	Set of ASFA Printed Journals	Copy of ASFA CD/DVD	ASFA Online	Aqualine Online	Environment Abstracts Online
Basic Entitlement	< 250	1	1	1	0	0
Additional Entitlement - Bronze Level	250-499	1	1	2	0	0
Additional Entitlement - Silver Level	500-749	1	1	3	0	0
Additional Entitlement - Gold Level	750-999	1	1	4	1	0
Additional Entitlement - Platinum Level	> 1,000	1	1	5	1	1

* footnote

1. Least Developed Country (LDC)-status centres will be provided with additional online access upon request.
2. ASFA Online includes "Oceanic Abstracts" and "Deep Indexing: Aquatic Sciences"
3. Online subscriptions are for a single geographic location; maximum of 5 licenses.
4. ASFA magnetic tape will be distributed to those partners in Exhibit D, upon request.

Collaborating ASFA Centres are those Institutes/organizations that assist a National, International or UN ASFA Partner in preparing/submitted ASFA input to the ASFA Publisher for inclusion in the ASFA database. The Collaborating ASFA Centres are listed in Exhibit-B and at ftp://ftp.fao.org/FI/asfa/asfa_partner_list.pdf). In the past (i.e. up to the 2005 ASFA Board Meeting), Collaborating ASFA Partners did not qualify for additional ASFA entitlements unless the combined ASFA input of the National ASFA Partner and the Collaborating Centre(s) exceeded 500 records (a number not feasibly possible to reach by most Partner/Collaborating centres). This is no longer the case for Collaborating ASFA Partners in developing countries due to the important amendment to Partners entitlements that was agreed at the 2005 ASFA Board Meeting and codified in the 2008-2011 Publishing Agreement and again reiterated in the 2012-2015 Agreement and the this 2016-2019 Agreement.

That is: at the 2005 Board Meeting under Agenda item 8.7 "Entitlements", the following was agreed: *"Besides the basic entitlement to ASFA Partners, CSA (now called ProQuest) agreed to provide additional entitlements (Internet access to the ASFA database) to active Collaborating ASFA Centres in developing countries - no longer strictly limited to input numbers."*

Therefore, should a Collaborating ASFA Centre in a developing country (which is producing ASFA input up to its capacity and ability) require Internet access to the ASFA database ProQuest would supply this access. Also depending on the availability of the CD/DVD ROM product in ProQuest, the Collaborating Centre could request this format of the database also.

Notwithstanding what was stated above, all provision of entitlements to Collaborating ASFA Centres in developing countries, with limited input production, would be determined and overseen by ProQuest and FAO in good faith consultation.

In general the above provision of entitlements to developing countries would not apply to Collaborating centres in developed countries, although there could be exceptions which would be decided on a case by case basis between FAO and ProQuest in good faith consultation.