

**Publications Division  
Ministry of Information & Broadcasting  
Government of India**

**APPLICATION FORM FOR E-RESOURCE AGGREGATOR/E-BOOK DISTRIBUTOR**

1. Name of the Applicant (in full)  
(With full postal address) .....
  2. Name of the Company/Firm/or  
Business with complete address,  
if different from given in Col. I .....
  3. Details of Business/Occupation .....
  - (i) Whether the business is proprietary/  
partnership/ Limited Company .....
  - (ii) Give details along with Names and  
Addresses of the partners .....
  - (iii) If the Business is a limited company .....
  - (a) The Act under which it was incorporate .....
  - (b) Registered Address .....
  - (c) Full details of business along with  
Address of the Branches, if any .....
  4. Details of experience, if any, in selling  
E-books and journals along with  
language of publications sold .....
  5. Are you interested in selling  
Publications Divisions electronic
    - (I) Books .....
    - Or
    - (II) Journals .....
    - Or
    - (III) Books & Journals both .....
  6. URL of the firm .....
- Dated: \_\_\_\_\_ Signature .....
- Name and Stamp .....

NB: Please read the detailed terms & conditions before applying. An agreement is to be signed with PD.

DETAILED TERMS & CONDITIONS FOR EMPANELMENT OF  
E-RESOURCE AGGREGATOR (ERA)

**1. OBJECTIVE:**

Publications Division (PD) is an attached office under the Ministry of Information & Broadcasting, Government of India and having its office at Sookna Bhawan, Lodhi Road, New Delhi-110003. The objective is to define a working relationship between the PD and ERA for online hosting services, licensing and sale of e-publications.

**2. GRANT OF RIGHTS:**

- 1.** PD will grant a non-exclusive license for e-publishing, hosting, aggregation and distribution of the PD's publications listed in the PUBLISHER Price List. Roles and responsibilities of ERA and PD will be set as per an agreement.
- 2.** PD owns the copyright for the Publications, with e-publishing rights assigned to ERA under the agreement. PD's copyright notification shall be distinctly displayed in every Publications Division item displayed online to the users. In addition, PD hereby licenses ERA to use its name, logo and associated trademarks of the Publications Division, limited for the purpose of marketing and distributing the Publications, during the Term.

**3. SERVICES TO BE PROVIDED BY E-RESOURCE AGGREGATOR:**

Following are the services that will be provided by ERA to PD during the validity of the Agreement:

- 1.** ERA will host and distribute the PD's e-publications on its platform.
- 2.** ERA will provide access to PD's e-publications to individual users, and send email notification to PD on each instance such access is provided.
- 3.** ERA will provide usage and revenue reports to PD.

**4. RESPONSIBILITIES OF E-RESOURCE AGGREGATOR:**

- 1.** ERA shall manage access rights to Publications Division's e-publications given to the authorized users, based on any rules, requirements, security or privileges mutually agreed upon by the Publications Division and E-Resource Aggregator.
- 2.** ERA will undertake the responsibility for marketing and sale of the e-version of the publications through its platform under a revenue sharing model.
- 3.** ERA will keep the database updated with the latest information available from Publications Division, ensuring that the database is updated within 5 days of receiving information by the PD.

4. ERA will share with PD information relating to revenue from sale of PD's e-publications on a regular basis by providing monthly reports within first 10 days of the subsequent month and through publisher relation desk.
5. ERA's business model for delivery of e-publications to individual user shall be by way of secure download of the e-publications through e-Resource Aggregator platform.
6. ERA will support and provide assistance to the users/subscribers of the publication consuming from E-Resource Aggregator portal.
7. ERA can sell the e-publications only within India. For selling in the international market, the prior permission from Publications Division shall be availed. In that case, the Digital Listed Price/Price of e-publication will be changed but there shall be no change in the revenue sharing model i.e. 7:3 (wherein Publications Division shall receive 70% revenue & ERA shall receive 30% revenue).

**5. ACCESS AND DATA SHARING WITH THE ERA PLATFORM:**

1. ERA will aggregate and market PD's content through the platform.
2. ERA shall share the following information with Publications Division:-
  - a) Information regarding the customers who purchase PD products.
  - b) Data related to the page visits, searches, clicks on PD products
3. ERA shall process the customer information as per the relevant privacy and data protection laws of India.

**6. FEES, PRICING AND REVENUE SHARING:**

1. Publications Division shall establish a suggested retail price (exclusive of GST applicable) for each e-publication (the "Digital List Price").
2. Publications Division shall be free to change the Digital List Price(s) of any e-publication at any time and will confirm the updated Digital List Price(s) for any e-publication via its metadata. In no event shall the actual retail price be more than the Digital List Price(s) for any e-publication.
3. E-Resource Aggregator shall pay to Publications Division 70% of digital list price on all copies sold.
4. E-Resource Aggregator shall, as principal, sell the e-publication copies to the customers and shall assume all risk of non-payment by the customers, and shall pay the amount for every copy of the e-publication sold by the ERA without any deduction or withholdings.
5. All sums payable by E-Resource Aggregator to Publications Division shall be paid through WIRE Transfer/Online Transfer.
6. E-Resource Aggregator has to give a Bank Guarantee of Rs.2,00,000 (Two Lakhs only) to Publications Division before signing the agreement.

## **7 ACCOUNTING:**

1. Within ten (10) days of the end of each calendar month during the Term, starting with the first month that the e-publications are available for sale on the platforms, ERA will send to PD a monthly statement in respect of that previous calendar month in a digital format accompanied by payment in full of the amount due and owing to Publications Division for the relevant month.
2. Publications Division shall have the right to audit and examine the ERA books, records, platforms by furnishing at least seven (07) days prior written notice to ERA.
3. In addition to the other rights and remedies available to Publications Division in respect of unpaid money due to it, any late payment will attract interest at the rate of 12% p.a. Nothing in this sub-clause shall be applicable unless ERA withholds the aforementioned payment due to Publications Division without any reasonable cause for a period of more than thirty (30) days to be calculated from the date the payment becomes due and payable to PD.

## **8 TERM AND TERMINATION:**

1. The term of the agreement shall be for one year from the effective date of agreement and may be renewed for successive terms of 1 year upon mutual agreement of PD and ERA. The agreement may be cancelled by either party by giving a written notice of 30 (thirty) days.
2. In case of insolvency, bankruptcy or liquidation of any Party, the other Party may terminate this agreement by giving at least 30 (thirty) days prior written notice to the other Party.
3. Publications Division has right to withdraw specific titles as per discretion, but customers who have already bought the titles prior to the withdrawal date will continue to have access rights.

## **9 EMPLOYEE SOLICITATION:**

Both parties i.e. Publications Division and E-Resource Aggregator agree not to induce/solicit, directly or indirectly, the employees of either party during the period of agreement and for one (1) year following the termination of this agreement.

## **10 INDEMNIFICATION:**

1. Each party except otherwise provided in the Agreement shall indemnify, keep indemnified and hold harmless the other Party against any claim, action demand, expense, loss or other liabilities whatsoever which may arise as consequence of its own negligence and/or omission and/or failure to fulfill its obligations under this agreement and/or under any terms of any applicable law or regulation.
2. Publications Division reserves the right to retain and encash the Bank Guarantee in case of violation of the terms and conditions of the agreement document by an ERA. Decision of PD in this regard will be final and binding upon the vendor/ERA. Failure of the vendor/ERA to meet the requirement of customer will be solely at the risk and cost of the ERA. This will be without prejudice to other punitive action being taken by PD as deemed appropriate such as forfeiture of Bank Guarantee to the extent of unpaid dues by ERA to PD, cancellation of agreement, blacklisting of ERA.

## **11 SECURITY AND DRM:**

1. E-Resource Aggregator shall use and shall ensure to protect the security of all e-publications and any other materials provided by PD pursuant all user information in their possession or control.
2. E-Resource Aggregator shall maintain effective digital rights management (DRM) protection for the platforms and each e-publication made available via the platforms in compliance with the DRM Specifications as per our DRM policy.
3. E-Resource Aggregator must immediately notify PD of any breach or suspected breach of security (including any unauthorized use, disclosure, or acquisition of or access to the e-publication or any other material provided by PD or to the user information) or digital rights management protection with respect to the e-publications and take corrective measures.
4. PD shall assess the loss in case of breach or suspected breach of security and demand compensation for the same.
5. ERA shall give access of their Dashboard to PD for monitoring sales.
6. All contents such as e-publications (e-pubs, pdfs, etc), cover images and metadata to be returned by ERA on termination or suspension of agreement.

## **12 TRADE MARKS AND INTELLECTUAL PROPERTY:**

1. PD hereby grants to ERA for the term a non-exclusive license to post the names and logos in respect of the relevant e-publications made available on the platforms solely for the purpose of indentifying the relevant publisher thereof. All goodwill from use shall ensure to the benefit of PD.
2. All rights in the e-publications and any Intellectual Property Rights of PD not specifically granted in this Agreement by PD are reserved by and to PD.
3. ERA will not use or authorize the use of the e-publications and will not distribute or make the e-publications available other than as expressly authorized in this Agreement.

## **13 RELATIONSHIP OF THE PARTIES:**

The relationship between PD and ERA is not and shall not be considered a partnership, franchise, or joint venture. Both parties are and shall remain independent organizations. Neither party shall have any authority and shall take no action, or shall refrain from taking an action indicating that it has authority, to bind the other Party to any obligation.

## **14 CONVENANTS:**

PD and ERA hereby jointly covenant that they shall employ their reasonable endeavors and cooperate with each other to discharge their respective obligations under this Agreement.

15 **FORCE MAJEURE:**

1. If any event of force majeure continues for a period in excess of forty five (45) consecutive days, resulting in the inability of a Party to perform its business activities under the terms of this Agreement, either Party shall be entitled to terminate this Agreement upon written notice to the other party. In this case there will be no liability on either Party.
2. The term force majeure used above shall mean acts of God, acts of any public enemy, wars, hartals, blockades, insurrections, riots, epidemics, landslides, lightening, earthquake, fires, storms, floods, civil disturbances, terrorism and any other cause not within the control of the affected Party, all of which by the exercise of due diligence such Party is unable to prevent.

16 **NOTICE:**

Any notice required to be given pursuant to this Agreement shall be in writing and delivered by hand, or mail or e-mail or Fax to the address of the relevant Party set out in this Agreement or such other address as either Party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by other means).

17 **GOVERNING LAWS AND DISPUTE RESOLUTION:**

1. The Agreement shall be exclusively governed by and constructed in accordance with the laws of India. In the event of any disputes, differences and questions that may arise between the Parties hereto or their respective representatives in regard to these presents or its subject matter and/or interpretation thereof or in any way whatsoever the Parties hereto shall endeavor to settle such disputes amicably through mutual discussions.
2. In case of failure by the parties to resolve the disputes in the manner set out in Clause 17 (1) above, the disputes may be referred to the courts in Delhi.