**U.S. Department of Justice** 

Federal Bureau of Investigation Washington, D.C. 20535

October 16, 2020

MR. JOHN GREENEWALD JR. SUITE 1203 27305 WEST LIVE OAK ROAD CASTAIC, CA 91384-4520

> FOIPA Request No.: 1371267-000 Subject: GARFIELD, EUGENE ELI

Dear Mr. Greenewald:

The enclosed documents were reviewed under the Freedom of Information/Privacy Acts (FOIPA), Title 5, United States Code, Section 552/552a. Below you will find check boxes under the appropriate statute headings which indicate the types of exemptions asserted to protect information which is exempt from disclosure. The appropriate exemptions are noted on the enclosed pages next to redacted information. In addition, a deleted page information sheet was inserted to indicate where pages were withheld entirely and identify which exemptions were applied. The checked exemption boxes used to withhold information are further explained in the enclosed Explanation of Exemptions.

Section 552		Section 552a
🗖 (b)(1)	🔲 (b)(7)(A)	🔲 (d)(5)
(b)(2)	(b)(7)(B)	🔲 (j)(2)
🗹 (b)(3)	🔽 (b)(7)(C)	🔲 (k)(1)
Rule 6(e), Federal Rules of Criminal Procedure	<b>v</b> (b)(7)(D)	🗖 (k)(2)
	(b)(7)(E)	🔲 (k)(3)
	— (b)(7)(F)	🔲 (k)(4)
(b)(4)	(b)(8)	🔲 (k)(5)
✓ (b)(5)	<b>(b)(9)</b>	🗖 (k)(6)
🔽 (b)(6)		🗌 (k)(7)

405 pages were reviewed and 278 pages are being released.

Please see the paragraphs below for relevant information specific to your request as well as the enclosed FBI FOIPA Addendum for standard responses applicable to all requests.

Document(s) were located which originated with, or contained information concerning, other Government Agency (ies) [OGA].

This information has been referred to the OGA(s) for review and direct response to you.

We are consulting with another agency. The FBI will correspond with you regarding this information when the consultation is completed.

Please refer to the enclosed FBI FOIPA Addendum for additional standard responses applicable to your request. **"Part 1"** of the Addendum includes standard responses that apply to all requests. **"Part 2"** includes additional standard responses that apply to all requests for records about yourself or any third party individuals. **"Part 3"** includes general information about FBI records that you may find useful. Also enclosed is our Explanation of Exemptions.



For questions regarding our determinations, visit the <u>www.fbi.gov/foia</u> website under "Contact Us." The FOIPA Request Number listed above has been assigned to your request. Please use this number in all correspondence concerning your request.

If you are not satisfied with the Federal Bureau of Investigation's determination in response to this request, you may administratively appeal by writing to the Director, Office of Information Policy (OIP), United States Department of Justice, 441 G Street, NW, 6th Floor, Washington, D.C. 20530, or you may submit an appeal through OIP's FOIA STAR portal by creating an account following the instructions on OIP's website: <u>https://www.justice.gov/oip/submit-and-track-request-or-appeal</u>. Your appeal must be postmarked or electronically transmitted within ninety (90) days of the date of my response to your request. If you submit your appeal by mail, both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal." Please cite the FOIPA Request Number assigned to your request so it may be easily identified.

You may seek dispute resolution services by contacting the Office of Government Information Services (OGIS). The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769. Alternatively, you may contact the FBI's FOIA Public Liaison by emailing foipaquestions@fbi.gov. If you submit your dispute resolution correspondence by email, the subject heading should clearly state "Dispute Resolution Services." Please also cite the FOIPA Request Number assigned to your request so it may be easily identified.

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See additional information which follows.

Sincerely, M - A A - A

Michael G. Seidel Section Chief Record/Information Dissemination Section Information Management Division

Enclosure(s)

The enclosed documents represent the final release of information responsive to your Freedom of Information/Privacy Acts (FOIPA) request.

This material is being provided to you at no charge.

Duplicate copies of the same document were not processed.

## FBI FOIPA Addendum

As referenced in our letter responding to your Freedom of Information/Privacy Acts (FOIPA) request, the FBI FOIPA Addendum provides information applicable to your request. Part 1 of the Addendum includes standard responses that apply to all requests. Part 2 includes standard responses that apply to requests for records about individuals to the extent your request seeks the listed information. Part 3 includes general information about FBI records, searches, and programs.

### Part 1: The standard responses below apply to all requests:

- (i) **5 U.S.C. § 552(c).** Congress excluded three categories of law enforcement and national security records from the requirements of the FOIPA [5 U.S.C. § 552(c)]. FBI responses are limited to those records subject to the requirements of the FOIPA. Additional information about the FBI and the FOIPA can be found on the <u>www.fbi.gov/foia</u> website.
- (ii) Intelligence Records. To the extent your request seeks records of intelligence sources, methods, or activities, the FBI can neither confirm nor deny the existence of records pursuant to FOIA exemptions (b)(1), (b)(3), and as applicable to requests for records about individuals, PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(1), (b)(3), and (j)(2)]. The mere acknowledgment of the existence or nonexistence of such records is itself a classified fact protected by FOIA exemption (b)(1) and/or would reveal intelligence sources, methods, or activities protected by exemption (b)(3) [50 USC § 3024(i)(1)]. This is a standard response and should not be read to indicate that any such records do or do not exist.

### Part 2: The standard responses below apply to all requests for records on individuals:

- (i) Requests for Records about any Individual—Watch Lists. The FBI can neither confirm nor deny the existence of any individual's name on a watch list pursuant to FOIA exemption (b)(7)(E) and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(7)(E), (j)(2)]. This is a standard response and should not be read to indicate that watch list records do or do not exist.
- (ii) **Requests for Records about any Individual—Witness Security Program Records.** The FBI can neither confirm nor deny the existence of records which could identify any participant in the Witness Security Program pursuant to FOIA exemption (b)(3) and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(3), 18 U.S.C. 3521, and (j)(2)]. This is a standard response and should not be read to indicate that such records do or do not exist.
- (iii) **Requests for Records for Incarcerated Individuals.** The FBI can neither confirm nor deny the existence of records which could reasonably be expected to endanger the life or physical safety of any incarcerated individual pursuant to FOIA exemptions (b)(7)(E), (b)(7)(F), and PA exemption (j)(2) [5 U.S.C. §§ 552/552a (b)(7)(E), (b)(7)(F), and (j)(2)]. This is a standard response and should not be read to indicate that such records do or do not exist.

## Part 3: General Information:

- (i) Record Searches. The Record/Information Dissemination Section (RIDS) searches for reasonably described records by searching systems or locations where responsive records would reasonably be found. A standard search normally consists of a search for main files in the Central Records System (CRS), an extensive system of records consisting of applicant, investigative, intelligence, personnel, administrative, and general files compiled by the FBI per its law enforcement, intelligence, and administrative functions. The CRS spans the entire FBI organization, comprising records of FBI Headquarters, FBI Field Offices, and FBI Legal Attaché Offices (Legats) worldwide; Electronic Surveillance (ELSUR) records are included in the CRS. Unless specifically requested, a standard search does not include references, administrative records of previous FOIPA requests, or civil litigation files. For additional information about our record searches, visit www.fbi.gov/services/information-management/foipa/requesting-fbi-records.
- (ii) FBI Records. Founded in 1908, the FBI carries out a dual law enforcement and national security mission. As part of this dual mission, the FBI creates and maintains records on various subjects; however, the FBI does not maintain records on every person, subject, or entity.
- (iii) Requests for Criminal History Records or Rap Sheets. The Criminal Justice Information Services (CJIS) Division provides Identity History Summary Checks often referred to as a criminal history record or rap sheet. These criminal history records are not the same as material in an investigative "FBI file." An Identity History Summary Check is a listing of information taken from fingerprint cards and documents submitted to the FBI in connection with arrests, federal employment, naturalization, or military service. For a fee, individuals can request a copy of their Identity History Summary-Checks. Additionally, requests can be submitted electronically at www.edo.cjis.gov. For additional information, please contact CJIS directly at (304) 625-5590.
- (iv) National Name Check Program (NNCP). The mission of NNCP is to analyze and report information in response to name check requests received from federal agencies, for the purpose of protecting the United States from foreign and domestic threats to national security. Please be advised that this is a service provided to other federal agencies. Private Citizens cannot request a name check.

### EXPLANATION OF EXEMPTIONS

#### SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552

- (b)(1) (A) specifically authorized under criteria established by an Executive order to be kept secret in the interest of national defense or foreign policy and (B) are in fact properly classified to such Executive order;
- (b)(2) related solely to the internal personnel rules and practices of an agency;
- (b)(3) specifically exempted from disclosure by statute (other than section 552b of this title), provided that such statute (A) requires that the matters be withheld from the public in such a manner as to leave no discretion on issue, or (B) establishes particular criteria for withholding or refers to particular types of matters to be withheld;
- (b)(4) trade secrets and commercial or financial information obtained from a person and privileged or confidential;
- (b)(5) inter-agency or intra-agency memorandums or letters which would not be available by law to a party other than an agency in litigation with the agency;
- (b)(6) personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy;
- (b)(7) records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information (A) could reasonably be expected to interfere with enforcement proceedings, (B) would deprive a person of a right to a fair trial or an impartial adjudication, (C) could reasonably be expected to constitute an unwarranted invasion of personal privacy, (D) could reasonably be expected to disclose the identity of confidential source, including a State, local, or foreign agency or authority or any private institution which furnished information on a confidential basis, and, in the case of record or information compiled by a criminal law enforcement authority in the course of a criminal investigation, or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source, (E) would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law, or (F) could reasonably be expected to endanger the life or physical safety of any individual;
- (b)(8) contained in or related to examination, operating, or condition reports prepared by, on behalf of, or for the use of an agency responsible for the regulation or supervision of financial institutions; or
- (b)(9) geological and geophysical information and data, including maps, concerning wells.

### SUBSECTIONS OF TITLE 5, UNITED STATES CODE, SECTION 552a

- (d)(5) information compiled in reasonable anticipation of a civil action proceeding;
- (j)(2) material reporting investigative efforts pertaining to the enforcement of criminal law including efforts to prevent, control, or reduce crime or apprehend criminals;
- (k)(1) information which is currently and properly classified pursuant to an Executive order in the interest of the national defense or foreign policy, for example, information involving intelligence sources or methods;
- (k)(2) investigatory material compiled for law enforcement purposes, other than criminal, which did not result in loss of a right, benefit or privilege under Federal programs, or which would identify a source who furnished information pursuant to a promise that his/her identity would be held in confidence;
- (k)(3) material maintained in connection with providing protective services to the President of the United States or any other individual pursuant to the authority of Title 18, United States Code, Section 3056;
- (k)(4) required by statute to be maintained and used solely as statistical records;
- (k)(5) investigatory material compiled solely for the purpose of determining suitability, eligibility, or qualifications for Federal civilian employment or for access to classified information, the disclosure of which would reveal the identity of the person who furnished information pursuant to a promise that his/her identity would be held in confidence;
- (k)(6) testing or examination material used to determine individual qualifications for appointment or promotion in Federal Government service the release of which would compromise the testing or examination process;
- (k)(7) material used to determine potential for promotion in the armed services, the disclosure of which would reveal the identity of the person who furnished the material pursuant to a promise that his/her identity would be held in confidence.

FBI/DOJ

This document is made available through the declassification efforts and research of John Greenewald, Jr., creator of:



The Black Vault is the largest online Freedom of Information Act (FOIA) document clearinghouse in the world. The research efforts here are responsible for the declassification of hundreds of thousands of pages released by the U.S. Government & Military.

Discover the Truth at: http://www.theblackvault.com

FEDERAL BUREAU OF INVESTIGATION FOI/PA DELETED PAGE INFORMATION SHEET FOI/PA# 1371267-0 Total Deleted Page(s) = 104Page 26 ~ b3; b6; b7C; Page 28 ~ Duplicate; Page 29 ~ Duplicate; Page 30 ~ Duplicate; Page 34 ~ Duplicate; Page 35 ~ b3; b6; b7C; Page 37 ~ b3; b6; b7C; Page 38 ~ b3; b6; b7C; Page 39 ~ b3; b6; b7C; Page 41 ~ Duplicate; Page 43 ~ Duplicate; Page 45 ~ Duplicate; Page 46 ~ b3; b6; b7C; Page 48 ~ Duplicate; Page 50 ~ Duplicate; Page 51 ~ b3; b6; b7C; Page 52 ~ b3; b6; b7C; Page 54 ~ Duplicate; Page 55 ~ Duplicate; Page 56 ~ Duplicate; Page 84 ~ b6; b7C; b7D; Page 86 ~ b6; b7C; b7D; Page 117 ~ b3; b6; b7C; Page 121 ~ b3; b6; b7C; Page 125 ~ b3; b6; b7C; Page 129 ~ b3; b6; b7C; Page 141 ~ Duplicate; Page 142 ~ Duplicate; Page 143 ~ Duplicate; Page 147 ~ Duplicate; Page 149 ~ Duplicate; Page 151 ~ Duplicate; Page 153 ~ Duplicate; Page 155 ~ Duplicate; Page 158 ~ b3; b6; b7C; Page 159 ~ b3; Page 161 ~ Duplicate; Page 163 ~ Duplicate; Page 165 ~ Duplicate; Page 168 ~ Duplicate; Page 169 ~ Duplicate; Page 171 ~ Duplicate; Page 173 ~ Duplicate; Page 175 ~ Duplicate; Page 177 ~ Duplicate; Page 179 ~ Duplicate; Page 181 ~ Duplicate; Page 186 ~ Duplicate;

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DATE: 9/24/85

REPLY TO, SA SUBJECT: EUGENE GARFIELD, DBA INSPITUTE FOR SCIENTIFIC INFORMATION, 3501 MARKET STREET, PHILADELPHIA. PENNSYLVANIA; DBA RALPH GARNER ASSOCIATES, INC., 460, PARK AVENUE, NEW YORK, NEW YORK; PAGE TECH, INC., 2524 TOWNSGATE ROAD, SUITE H, WESTLAKE VILLAGE, CALIFORNIA - VICTIM; COP MAT, ITSP; OO:PH

TO: SAC, PHILADELPHIA (28E-NEW) (SQ7)

On 9/23/85, I met with Assistant U.S. Attorneys (AUSAs) and \_\_\_\_\_\_regarding captioned matter. Subject, INSTITUTE FOR SCIENTIFIC INFORMATION (ISI), purchased a piece of computer software called "Versacomp" from victim, PAGE TECH, INC., (PTI), for above \$48,000, under a licensing agreement to use it on only one particular computer. A former ISI employee, \_\_\_\_\_\_\_ came forth, to say that ISI had provided RALPH GARNER ASSOCIATES, INC., (RGA) with a copy of Versacomp and that RGA is now using Versacomp for commercial purposes. \_\_\_\_\_\_ apparently is the \_\_\_\_\_\_GARFIELD.

AUSA has expresed a desire to prosecute the case and has already begun to draft an affidavit for a search warrant of ISI and RGA. For this reason, it is my recommendation that a case be opened in this matter.

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Bulky Exhibit - Inventory of Property Acquired as FD-1\$2 (Rev. 6-9-82) Date Title and Character of Case EUGENE BARFIELD, DBA INSTITUTE FOR Scientific INformation 3501 MARKet Street, PhilaDelphia, PA; b6 b7C GARNER ASSOCIATES, INC. 460 PARK AVENUE, NEW YORK, NEW YORK; PABETECH, INC 2524 TOWNSGATE ROAD, SUITE H, WESTGATE VILLAGE, CALIFORNIA - VICTIM COPMAT: ITSP ate Property Acquired Source From Which Property Acquired Date Property Acquired 10/2/85 RALPH GARNER Associates Reason for Retention of Property and Efforts Made to Dispose of Same Location of Property or Bulky Exhibit FBI office -New JORK Evidence To Be Returned See Serial Agent Submitting Property or Exhibit Agent Assigned Case b6 Yes INO b7C 23721 Search Yes X No Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules of Criminal Procedure. **Description of Property or Exhibit** ITEMS-Seized PER SEARCH WARRANT AT 460 PARK AVENUE South 7th Floor-Ralph GARNER Assoc. SEE ATTACHED IN VENTORY Copy Destroyer april 87. WD/K For Valuable and/or Narcotics Evidence Only Signature of Two Special Agents Evidence Bag Seal # \_ Verifying and Sealing **Bag Contents** SEMIANNUAL INVENTORY CERTIFICATION TO JUSTIFY RETENTION OF PROPERTY (Initial and Date) **BLOCK STAMP** SEARCHED INDEXE S100170 SERIALIZED FILED <u>PH 28-903-1B-2</u> 00741985 3 1985 OCT Field File # \_\_\_\_\_\_\_\_\_\_ FBI-PHILADELPHIA F81 - NEW YORX 28E-903 00: Philapelphia

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PAge Tuf 3 FO. 507 (Day 2-8-82) UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION Receipt for Property Received/Returned/Released On (date)  $\sim$ tober ? 1987 item(s) listed below were: S Received From C Returned To Released To (Name) RALph GARNER ASSOCIATES. Easth PARK AUCNUL 7th Floor. (Street Address) 460 .... "New York Nou YORK" (Citv) iten ٨ **Description of** PRINTER Simulator SACOMA item(s): 05 VSE RGA ନ୍ଦ INDR RGA 10/2 101 Recentioni in the r. b6 WORKARZ Between b7C offices Returned =:/e lersa com KENAL. RGA NON J GENERA Jotes eess comp 1.2205 1.242 A Remained TROM es K ... 07 Rec-otion NOW ness Between offices b6 r NL  $\checkmark$ b7C  $\pm 6$ Raterence MANAL VERSALOMO - LANQUAGE . . Loca ns #4 AND #5 110:) PRSHCOMD - Document ±8 PRSACOMP /Ap-5abeled IN: +\_// to the b6 from office Renov b7C Rec- tionist Area REAR of #9 basicomo English DictionARV REAR RECEptionist R no. 10 Raj File (iv) de Em Samo Le Found with 49 UYR SA COMP STRS ! MANUAL AND CAYNA Cuite b6 o/ts i.~ 2 b7C -Received by: **Received** from

.... Proch +3 C 10 ..... 2-8-82) UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION Receipt for Property Received/Returned/Released ctober 2 1985 On (date) item(s) listed below were: Received From **Returned To** 0 C Released To RALON GARNER Associates (Name)\_ PARK AUCNUR 410 South .7+L FLOOR (Street Address) -York New (City) war Description of vesacomo DRIVER TAD-5 ltem(s): /case 210 0-PROGRAM PROGRAM . + .. 0 か # 14 . ... RotentiaL <u></u> in to Rt \$ ARECEMENT いぶっし 23.2.3. Praete c'ANd Rΰ Weer 5--JEIL LOP b70 Rom δ ×نېين د نور -15. . . . 1988 (APTINEE) 1916 - 1918 1917 - 1918 - 1918 6 5 • . . . . . . .... . . . . . . . . . . , . د <sub>کار</sub> به معهد میردهاند. مربع الا میرد الدار کاریکاری بیدهان الستان الستانی میرد میرد الدار کاریکاری بیدهان الستانی الستانی ا ..... در المتعجر الآري 15 1 million . ж ters in the .... . . --• • 7 b6 **⊨** <sup>b7C</sup> -----a. . . Received by: **Received** from

2 FD-537 (Rev. 2-8-82) FAge3013 UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION Receipt for Property Received/Returned/Released 12 8 On (date) \_\_\_\_0 item(s) isted below were: Received From C Returned To C Released To ARNON ASSCRIATED, INC. (Name) RALPH AVENUE Sourn - THL FLOUR PARH Jour Yony New YURK (City) **Description of** b6 ING IBM MAGNETIC TAPES SUPPLIED BY item(s): b7C VURSACOMP ENSUSA DICTIONANT (UNE TOPEN) AND CENTRININE VITISACUMA PROSAMMES (2ND TAPE: COMPUTER. PRINTENTS OF VERSACOMP PROGRAMS AND AUGATOR PAQ SA Des PROSEDM 4 con TT PRINT TIME / ROFRAM Sizie, Martine -4 المنظون : مع Sec. Barris a service and . 1 1.1.1.1 . . -4 and a second second .\* 55 •• ۴., ... . + 27 ... . .4 · ..... -----ىلىرى يەرىپەر يەرىپى مەھەتلەتلەتلىك مەندە بىلىمى<sub>ر.</sub> يەندۇر. تاھە<del>م <sup>م</sup>ال</del>ىدىمەتلەرلىقى بىلى بە ., b6 Ъ7C ..... 744 . . \_ Received- from " Received by: (ວາງກະແບເຮງ

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Date \_\_\_\_\_\_10/4/85

Title and Character of Case EUGENE GARFIELD, DBA INSTITUTE FOR SCIENTIFIC INFORMATION, 3501 MARKET STREET, PHILADELPHIA, PENNSYLVANIA; ET AL COP MAT; ITSP; CO:PH

Date Property A	Property Acquired Source From Which Property Acquired INSTITUTE FOR SCIENTIFIC INFORMATION, 3501 MARKET STREET, PHILADELPHIA, PA (Pursuant to search warrant)							
10/2/85		3501	MARKET	STREET,	PHILADELPHI	A, PA	(Pursuant to search warra	ant)
Location of Prop	perty or Bulky	Exhibi	t	Reason	for Retention of	Proper	ty and Efforts Made to Dispose of	Same
Evidence Co	ntrol Room			Eviden	œ			
To Be Returned	See Serial	Agen	t Submitti	ng Property	y or Exhibit	Age	ent Assigned Case	
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TYes XI No	Grand Jury M	<b>Aaterial</b>	<ul> <li>Dissemi</li> </ul>	inate Only F	Pursuant to Rule	6(e)	Federal Rules of Criminal Procedur	b7C

Description of Property or Exhibit

Items as described on the attached 8-page listing of items seized during search made on 10/2/85, pursuant to search warrant 85-0682-M issued by U.S. Magistrate TULLIO GENE LEOMPORRA, Eastern District of Pennsylvania on 10/1/85.

It is to be noted that all 5 1/4 floppy disks <u>described on this list were copied 10/3-4/85</u>. One set of copies is to be turned over to AUSA who will determine if these b6 should be furnished to ISI. The second set will be utilized as "work copies" and retained b7C with this bulky exhibit.

Any decisions as to return of original items seized should be made by the U.S. Attorney's Office and/or the courts.

Destroyed 2/14/87 - DDK

For Valuable and/or Narcotics Evidence Only

Evidence Bag Seal # \_\_\_\_\_

Signature of Two Special Agents Verifying and Sealing Bag Contents

SEMIANNUAL INVENTORY CERTIFICATION TO JUSTIFY RETENTION OF PROPERTY (Initial and Date)

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FD-507 (Rev, 2,8-82) UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION **Receipt for Property Received/Returned/Released** CTOBER 985 On (date) \_ item(s) listed below were: Received From Returned To C Released To R FOR SCIENTIFIC NSTITUTE NFORMATICS (Name) \_ 3501 RKET STREET (Street Address) HILADEL PHIA **~**A 19104 (City), FLOOR HIRO **Description of** HΣ FOLLOWING SEIZEN iTEMS WERE Item(s): C # 85-0682-m WARRANT 70 SEARCH PULSUANT STATES MACISTRATE 1 ULLIO ISSUES BY AN ITSA EASTERN DISTRICT 12NNSYLUANIA GENE EOMPORRA op 1985. UCTOBER ON 1- FLOPPY DISC LABLES WORD STAR b6 ESK OF Ъ7С 3.31 2- FLOPPY DISC LABLOS WORD STAR JESK UF PHOTOCOPY OF WORDSTAN commans CAN . . . . . b6 DISK or Ъ7С " SORT 11 4 - FLOPPY DISC LABLES  $J^{i}$ DESIC OF 3, 37 5-FLOPPY DISC LABUD WORD STAR b6 WORK AREA SF b7C ωs 3 TANGLT FLOPPY DISC LABULD WORK ANTA or 3.37 WORDSTAN FLOPPY DISC LABUS b6 s (JUCINIC Anca b7C FLOPPY DISC In Ficz LABLES source WORK ARTA ef. w.s 4 (TARGET FLOPPY DISC LABLUS b6 WONIC AREA ON b7C 10 - MANILA FOLDER COSTAISING WORD STAR DOCUMENTATION Pg los 8 Maria ALLA m. **b6** Ъ7C FBI SA Received b **Received** from orginature) (Signature)

FD-597 (Rev. 2-8-82) UNITED STATES DEPARTMENT OF JUSTICE è, 7 FEDERAL BUREAU OF INVESTIGATION **Receipt for Property Received/Returned/Released** CTOBU 1985 On (date) \_ item(s) listed below were: Received From Returned To Released To NSTITUTE For CISSTIFIC LN FORMATION (Name) C Conr (Street Address) \_ (City) \_ THIND FLOOR INVENTONY. UNE-STARCH Description of Item(s): MANILA FOLDER CONTAINING POTOCOPILO PAGES OF 11-WORD STAR MANUAL Ъ6 WORK\_ ARIA of Ъ7С BOOT DISC FLOPPY DISC LABERS FOR WS 12-•-Computer or 13- FLOPPY DISC LABLED CSOI, CSOT ESSSTAT CSI9 MEMO b6 どのへん er. AALA Ъ7C WONDERAN ws FLOPPY DISC LABLED NONK ANCA or ws FLOPPY DISC LABURD b6 WORK AND SF. b7C C21\_ 16 - FLOPPY DISC LABUS C63 PT C27 pr1 WORK AREA or  $\mathcal{D}$ 17 - PHOTOCOPY OF WONDSTAN TRAINING Ъ6 WORK ARIA or b7C  $\omega s$ FLOPPY DISC LABLES 18-Ho work AREA or COULTRY NOBELMOS FLOPPY LABUS DISC Ъ6 AASA s WORK Ъ7C LHO 20 -FLOPPY DISC LABUS WORK ARES OF ASCA PENN FLOPPY DISC LABUSS b6 WORK 'AREA OF b7C HOTO COPY OF WONDSTAN MANUAL 22 -WORK ANSA OF **b**6 b7C FBI Received by **Received** from Signature)

FD-597 (Rev. 2-8-82) UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION **Receipt for Property Received/Returned/Released** 1985 CTOBEL On (date) . item(s) listed below were: X Received From Returned To C Released To SCIENTIFIC INFORMATION INSTITUTE FOR (Name) \_ Const (Street Address) \_\_\_\_ (City)\_ INVERTONY OF SCANCH THING FLOOR. **Description** of Item(s): 23 - FLOPPY DISC LABUS WONDSTAL D.P. b6 Work Any b7C  $\omega_{S(2)}$ 14 - FLOPPY DISC LARLES 2200 REFSI KOWINI WORK ARES of WONDSTAR 3.31 0 ESSAY, 25 - FLOPPY DISC LABIES ANCHIUZ **b**6 WORK AREA b7C 26 - FLOPPY DISC MALTS WORD STAR 3.31p WORK MASS or-27 - FLOPPY DISC LABLES WORD STAR 3.310 b6 WORK AND OF Ъ7C لامر 28- FLOPPY DISC LABISS WOND STAL WORK AND OF WOND STAR 3.310 29 - FLOPPY DISC LABUD b6 WORK ARTA OF b7C 30-FLOPPY DISC LABLES WONDSTAR 3.310 ADD NUTATIONS WONIC MARA OR 31 - FLOPPY DISC LABLES Mimos 2 b6 WORK AND nb7C NEWSLETTER VISION PROD. MEMO 32 - FLOPPY DISC LABISO WORK Ancs OF WS-E504 33- FLOPPY DISC LABUD b6 WORK AREA OF b7C 34 - FLOPPY DISC LABLES WOND STAR 3, 31 CK ESSAYS 3048 WORK MACA or b6 REFUSIO N SIGN 0~5 b7C SA FBI ADVICE or Courses . Received **Received** from . ignature) (Signature)

FD-597 (Rev. 2-8-82) UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION **Receipt for Property Received/Returned/Released** 1985 OCTOBER 2 On (date) \_\_\_\_ item(s) listed below were: Received From C Returned To C Released To NSTITUTE FOR SCIENTIFIC INFORMATION. (Name) Cons '7 (Street Address) \_ (City) \_ or SEAncy INUTITONY THIND FLOON **Description of** Item(s): 35- FLOPPY DISC LABLES Vision b6 WORK AND of b7C Culo EMH 36 - FLOPPY DISC LABLES WORK ANDA CLASS MATE 37 - FLORPY DISC LABLES V **b**6 WORK AND b7C WONDSTAN K.E. 38- FLOPPY DISC LABUS WORK ANIA OF EDS ANCHINE ESII, E 37 PT 1, E 37 rd 39 - FLOPPY DISC LABUS **b**6 WORK MES op b7C 40- FLOPPY DISC LABLES WONDSTAR 3.310 ESSAYS FOR" FORMATTING P2 8023 22 Work Mrs of -3.31 p ES 11 OU 41- FLOPPY DISC LABLES WONDSTAN **b**6 WORK ANCA P b7C 8518 42. FLOPPY DISC LABLES 1.L. WORK ANSA Ø. 3.31 p - STA RATS LL 43 - FLOPPI DISC LABUD WONDSTAN b6 WORK ALLA N. b7C of WORDSTAN Commans Cans 44- PHOTOCOPI JONIC ANCA of. WONDSTAN PRUF, REL. 3.31 AMALINA 45- FLOPPY DISC LABLES 4 ~8 1 m S - OFFICE OF b6 Disc. b7C 46 - ORIGINAL WONDSTAN MANUAL PROVISED BT 6<sup>b7C</sup> SA-FOI 17EFUSED 70 SIGN ON ADUCE **Received** b **Received** from (Signature)

FD-597 (Rev. 2-8-82) UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION **Receipt for Property Received/Returned/Released** 1985 CTUBER On (date) . item(s) listed below were: Received From -<sup>1</sup>--<sup>1</sup>-C Returned To C Released To INFORMATION CINTIFIC NSTITUTZ Far (Name). CONT (Street Address) (City) Stanca NUCTONY or THINS Fron Description of item(s): 47- FLOPPY DISC LABUS w.s. F.A. b6 ENONE K b7C 48- FLOPPY DISC LABLES WOLDSTAN OLIC ARG of. WOLDSTAL ٤.٤ 49 - FLOPPY DISC LABLIS b6 WORK ANIA OF Ъ7С 50 - FLOPPY DISC LABUS Word Some 3.310 I.E. or WORK ANGA 51- FLOPPY DISC LABLES PRINTE W.S. 3.31 )nium Ъ6 WONK of ANCA b7C Boor 52- FLOPPY و... ISK DISC LABURD FOIL LANSC2 work ALZA Wors STAR Turon 53-FLORPY DISC I.) isie LABLIS **b**6 WORK ARGA N Ъ7С Wors Sran FLOPPY DISC MBID Turon ÷ +5 1 8 . b6 b7C SA F.B.T **Received** b **Received** from ture)

FD-597 (Rev. 2-8-82) × 4 UNITED STATES DEPARTMENT OF JUSTICE 4 FEDERAL BUREAU OF INVESTIGATION **Receipt for Property Received/Returned/Released** CTOBL L 85 On (date) . item(s) listed below were: Received From ÷., Returned To Released To SCIENTIFIC INFORMATION NSTITUTE FOR (Name) CONT (Street Address) \_ (City) Seinca ST NULITONY or-Froon Description of ltem(s): 2000 -PROGRAM WONDSTAL 55-1-LOPPY 05. l)isc LABUS AISTC. b6 WORK AASA No b7C Warpsran 2000 - \$ 5-1 -56 - FLOPPY DISC LABLES LASTALLATION צור WORK NALA 57- FLOPPY DISC LABELED - WS 2000 \$5-0.1 moutesing b6 DESK OF b7C -WS2000 58-FLUPPY DISC LABELES 05-5- Tuton Disic DESIC OF WS2000 59-FLOPPY DISC LABLES - Turoz А b6 DISK or b7C 60 - FLOPPY DISC LABLES WS 2000 95-3 herion 1.)ESK M-Warpston MS-DOS 61 - FLOPPY DISE LABLED DOCUMENT **b6** DESK M Ъ7С 62- FLOPPY DISC LABUD WONDSTAL Document DESK or-63-FLOPPY DISC JONNSTAN 3,31. ζαργ LABLIS b6 )ESK R b7C Pror. PAIC 64 - FLOPPY DISC LABUS WONDSTAN 30+5 DESK M 65 - FLOPPY DISC LABLED WORD STAR PACE PAIL 4~5 Ъ6 DESIL orb7C Pg 6 0 8 66 - FLOPPY DISC LABLES WORD STAR PACE PAK 545 )ESK Nb6 b7C SA FBI **Received** fr Received b ature)

1 4 a 4 FD-597 (Rev. 2-8-82) a · • \* UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION **Receipt for Property Received/Returned/Released** 1985 CTOBEL L On (date) item(s) listed below were: X Received From Returned To C Released To NSTUTITUTZ FOR SCIENTIFIC INFORMATION (Name). Contr (Street Address) \_ (City)\_ 1 57 Stancy NUWTONY æ 2001 **Description of** Item(s): 67- 8", DISC - MichoPho - MAILMULC 3.0-# MO 306482 b6 Desk of b7C 68- 8" SOFT DISC - CALC STAR V2a 1.45 CP/m 80 ENGLISH C3120FRO Jesk 69-8" SOFT Disc - WORD STAR 3.04, SUIAL #XZ31176K (SYSTM b6 )ZSK M b7C MANUALS 70-WORD STAR 2000 )ESIC or= 71 - FLOPPY Disc LABLOD Disc 3,24 XL1757G7 b6 WORK ARLA OF Ъ7C 72-FLOPPY DISC LABERS DISC - WORD STAR 3.31 - WORK FILLS WORK AND OF J; 73 - FLOPPY DISC LABLOS DISC WS + mm '3.31 b6 WORK MARA of b7C FLORPY DISE WOND STAN ISC LABLES A-ONIC ANDA 1-6 WOLDSTAR 2000 UNINSTALLO FLOPPY C LABLOS b6 WORK M23 orb7C 76. FLOPPY DISC LABLES WORDSFAR+MAILMERGE CLASS W.S. - Outlise Fr Milmuce OUTLINE +2FCZ 17 - 8 Oiscs - Word STAR 2000 FOR FLOPPY DRIUZ 7 00 \$ WORK AND or b6 b7C 78-6 Discs - Wondstan 2000 For HANS DISC DRIJE WORK MASA OF b6 Ъ7C SA FBI Received by/ **Received** fr anature)

\* + <sub>2</sub>-14 FD-597 (Rev. 2-8-82) · · · · UNITED STATES DEPARTMENT OF JUSTICE 1 FEDERAL BUREAU OF INVESTIGATION **Receipt for Property Received/Returned/Released** ICTOBER 2 1985 On (date) item(s) listed below were: Received From C Returned To C Released To JCIES TIFIC NSTITUTE NFORMATION (Name) CONIT (Street Address) (City). 157 SEARCH Fim NULLTONY or **Description** of item(s): 79-HANGUR FILL FOLOGE CONTAINING W.S 2000 PROTOCOPY ox. Ficz **b**6 WORK AnzAr S b7C or Worp STAR 80- HANGING FILL FOLOW CONTAINING PHOTO COPY Ficz Work ALEA ar LOGO - ONIGINAL MICROPRO 81-THREE RING BINDER b6 WORK AREA N b7C 10/2 185 - 4:30 pm ODENDUM 82- PRINT-OUT HRECTORY of HARD DISC | PACZ LOCATED نہ ہ IBM COMPUTER IN LIBRARY 1 ST From SECTION DATA Processino orb6 PRINTES IST Micno -BY b7C WORD STAR ONL DISC. SPECIALIST 70 EXHIBIT 848 b6 b7C FBI **Received** fi Received b

Bulky Exhibit - Inventory of Property Acquired as Evidence FD-192 (Rev. 6-9-82)

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·	GRAND & OS 641 LEXINGTON A NEW YORK, N.Y. 1	VENUE	
ADDRESS JURIS"			TELEPHO
	,	October 29, 1	985
Assistant Unit United States Room 3310	Esq. ed States Attorney Courthouse		i
601 Market Str Philadelphia,			
	Ralph Garner Associat	es, Inc.	
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I am also enclosing herewith a list of the documents we are withholding on the basis of attorney-client privilege.

Esquire

Sincerely yours,



For SCHNADER, HARRISON, SEGAL & LEWIS

Enclosures

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Bulky Exhibit - Inventory of Property Acquired as Evidence FD-192 (Rev. 6-9-82)

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Bulky Exhibit - Inventory of Property Acquired as Evidence FD-192 (Rev. 6-9-82)

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Date 12-10-85 Title and Character of Case EUGENE GARFIELD, ET AL; COPMAT, ITSP, MF, FBW Source From Which Property Acquired **Date Property Acquired** 12-4-85 Location of Property or Bulky Exhibit Reason for Retention of Property and Efforts Made to Dispose of Same OFFICE OF AUSA EVIDENCE To Be Returned See Serial Agent Submitting Property or Exhibit Agent Assigned Case Yes XX No NA U Yes XX No Grand Jury Material - Disseminate Only Pursuant to Rule 6(e), Federal Rules of Criminal Procedure. Description of Property or Exhibit PHOTOCOPY OF ORAL DEPOSITIONS (IN THE OFFICES OF SCHNADER, HARRISON, SEGAL & LEWIS, SUITE 2 3600, 1600 MARKET STREET, PH, PA., IN CIVIL ACTION # 85-5699 IN THE U.S.D.C. E.D.P.A. OF: | on 10-24-85 on 10-24-85 on 11-4-85 on 11-4-85 on 11-4-85 on 11-5-85 Ton 11-5-85 2/12/87 DDK, astroyed per For Valuable and/or Narcotics Evidence Only Signature of Two Evidence Bag Seal # \_\_ Special Agents Verifying and Sealing **Bag Contents** SEMIANNUAL INVENTORY CERTIFICATION TO JUSTIFY RETENTION OF PROPERTY (Initial and Date) **BLOCK STAMP** SEARCHED INDEXED SERIALIZED\_ FILED DEC 1 0 19 28-903-1B-12 Field File # FBI-PHILADEL PH 00: \_\_\_\_

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Exhibit - Inventory	of Property Acqu	lired as Evidence				
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					1-14-86	
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FD-36 (Rev. 8-26-82) FBI 273/004 TRANSMIT VIA: PRECEDENCE: **CLASSIFICATION:** □ TOP SECRET Teletype Immediate Facsimile □ / Priority SECRET Routine CONFIDENTIAL UNCLASEFTO UNCLAS Date FM SAC, PHILADELPHIA (28E-903) (SQ7) (P) TO SAC, NEW YORK (SQ C-3) ROUTINE BT UNCLAS EUGENE GARFIELD, DBA INSTITUTE FOR SCIENTIFIC (INFORMALTON, 3501 b6 MARKET STREET, PHILADELPHIA, PA; DBA RALPH GARNER b7C ASSOCIATES, INC., 460 PARK AVENUE, NEW YORK, NEW YORK; PAGE TECH, INC., 2524 TOWNSGATE ROAD, SUITE H, WESTGATE VILLAGE, CALIFORNIA -VICTIM; COPMAT, ITSP; OO: PH b6 RE TEL CON SA OF PHILADELPHIA TO SSA b7C OF NEW YORK SEPTEMBER 30, 1985. FOR THE INFORMATION OF NY, PHILADELPHIA DIVISION HAS INFORMATION THAT SUBJECT, GARFIELD, HAS PURCHASED A LICENSE FROM VICTIM, PAGE TECH, TO UTILIZE A COPYRIGHTED COMPUTER SOFTWARE PACKAGE CALLED "VERSACOMP," AND HAS PROVIDED AN UNAUTHORIZED COPY OF VERSACOMP TO SUBJECT, AUSA b6 FOR COMMERCIAL USE. IN b7C PHILADELPHIA HAS DECIDED TO PROSECUTE THE MATTER AND IS IN LIAISON Seerched [A- Philadelphia (28E-903) (SQ7) (P) Serielizer DDK:amf Indexed (1)Filed . Approved: ransmitted (Number) (Time)

TRANSMIT VIA:	PRECEDENCE: Immediate Priority Routine	CLASSIFICATION: TOP SECRET SECRET CONFIDENTIAL UNCLAS E F T O UNCLAS Date	
PAGE TWO, PH 28	BE-903, UNCLAS		
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		LTANEOUS SEARCHES OF GARFIELD'S	
		NING OF OCTOBER <b>2</b> , 1985.	
		OCTOBER 1, 1985 WITH AN	
		LADELPHIA DIVISION IS	
		RT AND MAGNETIC STORAGE MEDIA	
FOR THE SEARCH		,	
NEW YORK A	T NEW YORK: WILL MA	KE NECESSARY ARRANGEMENTS	
		GARNER ASSOCIATES, INC., 460	
		THE MORNING OF OCTOBER 2, 1985	
		PON RECEIPT OF THE WARRANT AND	
	TION FROM SA		
BT		_	
Approved:	Transmitted		phage,

Eighth Floor	
Federal Office Building	
600 Arch Street	01.00
Philadelphia, Pennsylvania 19 October 7, 1985	9106
* .*	
Honorable Edward S.G. Dennis, Jr.	Sar -
U.S. Attorney Eastern District of Pennsylvania	
Room 3310, U.S. Courthouse	
601 Market Street Philadelphia, Pennsylvania 19106	
Attention: Mrand	b6
Assistant United States Attorneys	b7C
RE: EUGENE GARFIELD, dba	
Institute for Scientific In:	
<u>3501 Market Street, Philade</u>	lphia, PA; b6
Ralph Garner Associates, Inc	
460 Park Avenue, New York, 1 TITLE 18, UNITED STATES COD	
2311, 2314 and 2315;	
INTERSTATE TRANSPORTATION OF PROPERTY, TITLE 17, UNITED	
SECTION 506 COPYRIGHT VIOLATION	
Dear Mr. Dennis:	Ъ6   Ъ7С
This letter will confirm conversations between	
Special Agent (SA) of this office and Assistant United States Attorney (AUSA)	
of your office on September 23, 1985, and September 24, 1985.	
On those occasions the following was discussed:	
The Institute for Scientific Information (ISI) acquir for \$48,000 a license from Pagetech, a California corporation,	red
to use a copy of a computer software package, called "Versacomy	ру <sup>н</sup>
on a particular computer in Philadelphia, Pennsylvania.	, - 3 <sup>+</sup> -
1-Addressee	A
TPhiladelphia (28E-903)	
DER: dvs V2	b6
	Ь7с
128F-	902-3

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Portions of the Versacomp package are copyrighted, and the language manual is copyrighted. came forth to say that ISI has allowed a b6 copy of Versacomp to be made, and had assisted in installing Ъ7C it on a computer at Ralph Garner Associates, Inc., (RGA). To do so, ISI employees had to alter the unique CPU (Central Processing Unit) identification number in the computer at RGA to allow it to access the software, RGA is now using the software package for commercial purposes. b6 was also aware that ISI has made several b7C unauthorized copies of a copyrighted software package marketed at Micro Pro International called "Wordstar" for commercial purposes. After carefully considering the foregoing, AUSA advised that b5 b6 Ъ7С Very truly yours, Wayne G. Davis Special Agent in Charge Bv: b6 b7C Supervisory Special Agent

4 SEARCHED\_\_\_\_\_ INDEXED\_ 1985 DETY FBI-PHILADELPHIA **.**-۹. **.**....

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UNITED STATES OF AMERICA Premises Known As: Institute for Scientific Information To: Any Authorized Agent of the Pederal Bureau of Investigation To: Any Authorized Agent of the Pederal Bureau of Investigation Still Action and the still and the state of the Pederal Bureau of Investigation Affidavit(s) having been made before me by the below-named affind that he/she has reason to believe that (souther Affidavit(s) having been made before me by the below-named affind that he/she has reason to believe that (souther Affidavit(s) having been made before me by the below-named affind that he/she has reason to believe that (souther Affidavit(s) having been made before me by the below-named affind that he/she has reason to believe that (souther Affidavit(s) having been made before me by the below-named affind that he/she has reason to believe that (souther Affidavit(s) having been made before me by the below-named affind that he/she has reason to believe that (souther Affidavit(s) having been made before me by the below-named affind that he/she has reason to believe that (souther Affidavit(s) having been made before me by the below-named affind that he/she has reason to believe that (souther Affidavit(s) having been made before me by the below-named affind that he/she has reason to believe that (souther for the containing the original as well as the unauthorized and infringing copies of WORDSTAR; Ploppy Discs used to store informa- ion and containing the original as well as the unauthorized and infringing copies of WORDSTAR; Ploppy and (371). THIS 15 A COP f (other acted affidavit is hereby incorporated in this Search Warrant and as lam satisfied that there is probable cause to believe that the property so described is being concealed on the person or premises above-described and the grounds for application for issuance of the search warrant exist as stated in the supporting affidavit(s). YOU AFE HENEBY COMMANDED to search on or before <u>Cotober 3, 1985</u> (not acceased 10 days) the person or pla	United S	States Mistrict Mon			
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Philadelphia, PA 19104         (See Attached Exhibit "A" for further description).         Affidavit(s) having been made before me by the befownamed affiant that he/she has reason to believe that (mother description).         (See Attached Exhibit "A" for further description).         (See Attached Exhibit "A" for further description).         (In the premises known as) Institutes for Scientific Information. Inc.         (See Attached Exhibit.         A" for further description).         (In the Eastern		Street	~		
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United States District Court	DISTRICT EASTERN DISTRICT OF PENNSYLVANIA
United States of America	DOCKET NO. MAGISTRATE'S CASE NO. 85-0682-M
The Premises Known As: Institute for Scientific Information 3501 Market Street Philadelhpia, PA 19104 (See Attached Exhibit "A" for furthe	601 Market Street Philadelphia, PA 19106
he undersigned being duly sworn deposes and says: That then	
🗆 on the person of 🛛 🖾 on the premises known as	DISTRICT EASTERN DISTRICT OF PENNSYLVANIA
Institute for Scientific Informa 3501 Market Street, Philadelphia (See Attached Exhibit "A" for fu	a,Pennsylvania
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<sup>4</sup>United States Judge or Judge of a State Court of Record. <sup>2</sup>If a search is to be authorized "at any time in the day or night" pursuant to Federal Rules of Criminal Procedure 41(c), show reasonable cause therefor.

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### Exhibit "A" to the Search Warrant

The premises known as Institute for Scientific Information, Inc., 3501 Market Street, Philadelphia, Pennsylvania is described as follows: 3501 Market Street, is a four story office building with a brown tile facade. The south side of the building is a blue, white, and black decorative tile decoration. The front has a multicolored sign, reading on the first line "Institute for Scientific Information," on the second line "3501," and on the last line "ISI Science Center." The sign is multicolored, including colors of blue, orange, and creme. The Editorial Services Department of ISI is on the third floor at 3501 Market Street. When a person steps off the elevator on the third floor at 3501 Market Street, a person turns to the right and walks 10-15 feet, and turns right again. At the end of this hallway a person will observe a low counter occupied by secretarial personnel for the Editorial Services Department. Beyond this counter a person will observe a partition of approximately six feet in height. This partition encloses the office of Editorial Services. To

the left of her office are numerous personal computers used by the personnel of the Editorial Services Department. The Data Processing Department is located on the first floor at 3501 Market Street. When a person enters the first floor at 3501 Market Street, a person observes a security desk. Past the security desk a person will observe a set of double doors. b6 b7С Through the double doors there is an open bay with partitions. To the left portion of the open bay will be the Human Resources Department. Directly before the person will be the Data Processing Department. To the right, will be the Word Processing Department.

## AFFIDAVIT

being duly sworn, deposes and says: 1. I am a Special Agent of the Federal Bureau of Investigation, United States Department of Justice, and as such take this affidavit in support of an application for a search warrant of the above-captioned premises.

2. I have reason to believe that from in or about June, 1985, up to and including the date of the filing of this affidavit, in the Eastern District of Pennsylvania, Doctor Eugene Garfield, the Institute for Scientific Information, Inc. ("I.S.I."), and its employees, have infringed a copyright willfully and for purposes of commercial advantages, in violation of Title 17, United States Code, Section 506; and in violation of Title 18, United States Code, Sections 2319 and 371.

3. I have reason to believe that there is presently concealed at the premises of I.S.I., located at 3501 Market Street, Philadelphia, Pennsylvania, the following evidence, instrumentalities, and fruits of the aforesaid crimes, including but not limited to the following:

a. An original of the copyrighted computer program known, sold, described, and existing under the name WORDSTAR (also known as "WS.COM");

b. Unauthorized and infringing copies of WORDSTAR;

b6 b7С c. Floppy discs used to store information and containing the originals as well as unauthorized and infringing copies of WORDSTAR;

d. Originals and copies of the instructions regarding the method of operation of WORDSTAR.

4. I have been a Special Agent of the Federal Bureau of Investigation for approximately two years and I am presently assigned to the Philadelphia Regional Office of the Federal Bureau of Investigation. This affidavit is made upon the basis of my general experience in the field of criminal investigation and, in particular, on the basis of conversations, communications, and documents described below. These conversations, communications, and documents constitute the facts tending to establish the grounds for the issuance of the search warrant requested herein as set forth below.

5.	Ъ6 b7C
by telephone.	b7D
6. During the course of the above conversations,	-
made the following statements to me:	•
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b.	ь7С Ь7D
and	
c. From on or	

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further stated that in the course of

a. WORDSTAR (also known as "WS.COM") is a program which was purchased by I.S.I. pursuant to a "Shrink Wrap Agreement;"

b. The purchaser agrees to use WORDSTAR on only in accordance with the agreement;

7.

h.

c. The agreement provides that WORDSTAR may not be copied without written permission of Micropro;

d. I.S.I. bought one copy of WORDSTAR;

e. I.S.I. made twenty to thirty unauthorized copies for various machines;

f. On the third floor of I.S.I., the Editorial Services Department, there are nineteen or so personal computers each with its own copy of WORDSTAR;

g. On the first floor of I.S.I., in the Data Processing Department, there are an additional four or five personal computers each with its own copy of WORDSTAR;

> b6 b7С b7D

b6 b7С b7D i. A floppy disc containing either the original or one of the unauthorized copies of WORDSTAR accompanies and is located in the immediate vicinity of each and every personal computer in I.S.I.

j. It is highly likely that either the original or a copy of WORDSTAR's operating instructions is located in the immediate vicinity of each and every personal computer in I.S.I.

8. I personally contacted MICROPRO, the company that markets WORDSTAR. MICROPRO'S legal counsel stated to me that WORDSTAR is a copyrighted program. He also confirmed that WORDSTAR had been marketed pursuant to a Shrink Wrap Agreement, although it is now marketed in a slightly different form.

9. Accompanying the F.B.I. on this search will be a person intimately familiar with the appearance of WORDSTAR'S operating instructions.

10. I have reason to believe that the activity recounted herein is part of a scheme or plan to make unauthorized copies of computer programs. Attached as Exhibit "B" is an application for a search warrant in the Southern District of New York, which the Federal Bureau of Investigation intends to execute simultaneously with the search warrant applied for herein. That affidavit recounts the activity of which the Federal Bureau of Investigation is aware, that constitutes the balance of the scheme.

11. On the basis of my conversations with I learned that I.S.I. occupies space in the building located at b6 b7С b7D 3501 Market Street, Philadelphia, Pennsylvania. The Editorial Services Department of I.S.I. occupies space on the third floor of that building and the Data Processing Department occupies space on the first floor of that building.

12. On or about October 1, 1985, I telephoned Philadelphia Director Assistance and requested the telephone number for the Institute for Scientific Information, Inc. The operator responded with the number (215) 386-0100. I dialed that number and a receptionist answered the phone saying "I.S.I." I asked her if I had reached the Institute for Scientific Information, Inc. at 3501 Market Street in Philadelphia. She responded affirmatively. She described the building as a 4 story red brick building with an orange and white brick design in the front and a sign which reads I.S.I. also on the front.

13. On or about October 1, 1985, I spoke to Special Agent \_\_\_\_\_\_\_ of the FBI, who personally observed the building as a 4 story office building with a brown tile facade. The south side of the building is a blue white and black decorative tile decoration. The front has a multi colored sign, reading on the first line "Institute for Scientific Information", on the second line "3501", and on the last line "ISI Science Center." The sign is multi-colored, including colors of blue, orange, and creme.

Department of I.S.I. as follows:

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## IN THE UNITED STATES DISTRICT COURT

## FOR THE SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA	:
۷.	: MAGISTRATE NO.
THE PREMISES KNOWN AS RALPH GARNER ASSOCIATES, INC.,	:
460 PARK AVENUE SOUTH, 7TH FLOOR, NEW YORK, NY 10016	:

and

### MOTION TO IMPOUND SEARCH WARRANT AFFIDAVIT

NOW COMES the United States of America, by its attorneys, Edward S. G. Dennis, Jr., United States Attorney in and for the Eastern District of Pennsylvania,

Attorney in and for the same District and in support of its Motion states as follows:

1. The within Search Warrant Affidavit is a document which, if made public would jeopardize the ongoing nature of the investigation presently being conducted.

WHEREFORE, the Government respectfully requests that the Government's Motion be GRANTED.

Respectfully submitted, EDWARD S. G. DENNIS, JR. United States Attorney

Assistant United Section Chief	States Attorn	
Assistant United	States Attorn	ney
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Assistant United States

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# IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA : V. : MAGISTRATE NO.

CERTAIN PREMISES

# ORDER

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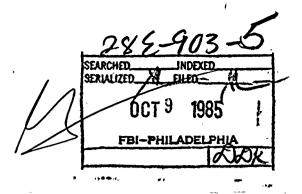
AND NOW, this day of , 1985, upon consideration of the Government's Motion to Impound Search Warrant Affidavit, it is hereby

## ORDERED

that the within Search Warrant Affidavit is Impounded until executed.

BY THE COURT:

J.



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United States District Court	SOUTHERN DISTRICT OF NEW YORK
UNITED STATES OF AMERICA	DOCKET NO. MAGISTRATE'S CASE NO.
v. The premises known as Ralph Garner	TO: Any Authorized Agent of the
Associates, Inc. 460 Park Avenue South, 7th Floor, New York, NY 10016	Federal Bureau of Investigation
South, 7th Floor, New York, NY 10016	
See attached Exhibit "A" for further lescription).	in computer science, in aid of the officer upon requirement, pursuant
	to 18 U.S.C. § 3105.
Affidavit(s) having been made before me by the below-r person of) (on the premises known as) <u>Ralph Gar</u> 460 Park Avenue South. 7th Floor. Exhibit "A" for further description	<u>New York, NY 10016 (see attached</u>
Program; Setwidth Table Utility Pro Dictionary Utility Program - all of of programs known as "VERSACOMP." VERSACOMP. A computer disc pack us for a method to change the CPU ID is on an undesignated computer. A dec control language regarding VERSACOM	in storage to allow VERSACOMP to run ck of IBM cards embodying sample job MP. VERSACOMP language manual(s) and or Ralph Garner Associates, Inc.'s e computer. Computer printouts of stitute evidence of violations of
THIS	15 A COPY -
	,
The attached Affidavit is hereby in if fully stated herein.	ncorporated in this Search Warrant as
	lieve that the property so described is being concealed on the s for application for issuance of the search warrant exist as
YOU ARE HEREBY COMMANDED to search on or be	eforeOctober 3, 1985
(not to exceed 10 days) the person or place named abort the search (in the daytime — 6:00 A.M. to 10:00 P.M.) there to seize it, leaving a copy of this warrant and rece	(at any time in the day or night)* and if the property be found eipt for the property taken, and prepare a written inventory of
the property seized and promptly return this warrant to	is required by law. U.S. Judge or Megistrate
	USL' 188
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\*\*United States Judge or Judge of a State Court of Record.

GVF:vfs FIDAVIT FOR SE	DISTRICT
<b>Hnited States District Court</b>	SOUTHERN DISTRICT OF NEW YORK
United States of America	DOCKET NO. MAGISTRATE'S CASE NO.
vs. The premises known as Ralph Garner Associates, Inc., 460 Park Avenue South, 7th Floor, New York, NY 10016 (See attached Exhibit "A" for further description).	NAME AND ADDRESS OF JUDGE <sup>1</sup> OR U.S. MAGISTRATE
ne undersigned being duly sworn deposes and says: That there is r	
I on the person of I on the premises known as	SOUTHERN DISTRICT OF NEW YORK
Ralph Garner Associates, Inc. 7th Floor, 460 Park Avenue South New York, New York (See attached Exhibit "A" for descript	ion)
he following property (or person) is concealed:	
Magnetic Computer Tapes used to store to store VERSACOMP. Instructions for to allow VERSACOMP to run on an undesi	VERSACOMP. A computer disc pack used
embodying sample job control language language manual(s) and user's manual(s ffiant alleges the following grounds for search and seizure <sup>2</sup> Associates, Inc.'s IBM 4331 Computer a printouts of VERSACOMP. All of these	gnated computer. A deck of IBM cards regarding VERSACOMP. <u>VERSACOMP</u> ). CPU-ID number for s affixed on the computer. Computer items constitute evidence of violations
embodying sample job control language language manual(s) and user's manual(s ffiant alleges the following grounds for search and seizure <sup>2</sup> , Associates, Inc.'s IBM 4331 Computer a	gnated computer. A deck of IBM cards regarding VERSACOMP. <u>VERSACOMP</u> . ). CPU-ID number for s affixed on the computer. Computer items constitute evidence of violations ons 2315 and 317.
embodying sample job control language language manual(s) and user's manual(s ffiant alleges the following grounds for search and seizure <sup>2</sup> Associates, Inc.'s IBM 4331 Computer a printouts of VERSACOMP. All of these of Title 18, United States Code, Secti XSee attached affidavit which is incorporated as part of this affidavi	gnated computer. A deck of IBM cards regarding VERSACOMP. <u>VERSACOMP</u> . ). CPU-ID number for s affixed on the computer. Computer items constitute evidence of violations ons 2315 and 317.
Embodying sample job control language language manual(s) and user's manual(s ffiant alleges the following grounds for search and seizure <sup>2</sup> and Associates, Inc.'s IBM 4331 Computer a printouts of VERSACOMP. All of these of Title 18, United States Code, Secti XSee attached affidavit which is incorporated as part of this affidavi ffiant states the following facts establishing the foregoing grounds	gnated computer. A deck of IBM cards regarding VERSACOMP. <u>VERSACOMP</u> . ). <u>CPU-ID number for</u> s affixed on the computer. Computer items constitute evidence of violations ons 2315 and 317. t for search warrant for issuance of a Search Warrant
embodying sample job control language language manual(s) and user's manual(s ffiant alleges the following grounds for search and seizure <sup>2</sup> and Associates, Inc.'s IBM 4331 Computer a printouts of VERSACOMP. All of these of Title 18, United States Code, Secti XSee attached affidavit which is incorporated as part of this affidavi ffiant states the following facts establishing the foregoing grounds	gnated computer. A deck of IBM cards regarding VERSACOMP. <u>VERSACOMP</u> ). <u>CPU-ID number for</u> s affixed on the computer. Computer items constitute evidence of violations ons 2315 and 317.
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21f a search is to be authorized "at any time in the day or night" pursuant to Federal Rules of Criminal Procedure 41(c), show reasonable cause therefor.

## Exhibit "A" to Search Warrant

The premises known as Ralph Garner Associates, Inc., 460 Park Avenue South, 7th Floór, New York, NY 10016 is described as follows: upon exiting an elevator on the seventh floor of 460 Park Avenue South, New York, NY 10016, a person observes a door labeled Ralph Garner Associates, Inc.; through Ralph Garner Associates' front door and to the right is a reception desk; adjacent to the reception area is an office occupied by \_\_\_\_\_\_\_\_ there is a large open area containing keypunch equipment and various material related to the business which does not appear to be well organized; at the other end of the floor from Mr. \_\_\_\_\_\_\_ office there is a computer room; the computer room contains a computer, Model IBM 4331, and an air conditioner.

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## AFFIDAVIT

being duly sworn, deposes and says: 1. I am a Special Agent of the Federal Bureau of Investigation, United States Department of Justice, and as such take this affidavit in support of an application for a search warrant of the above-captioned premises.

2. I have reason to believe that from in or about October 12, 1984, up to and including the date of the filing of this affidavit, in the Southern District of New York, Ralph Garner Associates, Inc. ("RGA"), and its employees, have received, concealed, and stored, goods, wares, and merchandise, of the value of \$5,000 or more, moving as, or which are a part of, or which constitute interstate commerce, knowing the same to have been stolen, unlawfully converted, or taken, in violation of Title 18, United States Code, Sections 2315 and 371.

3. I have reason to believe that there is presently concealed at the premises of Ralph Garner Associates, Inc. on the seventh floor of 460 Park Avenue South, New York, New York, the following evidence, instrumentalities, and fruits of the aforesaid crimes, including but not limited to the following:

a. Licensed computer programs known, sold, described, and existing collectively under the commercial name "<u>VERSACOMP</u>" as a series of programs and individually under the following commercial names: b6 b7С

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i. VERSACOMP Compiler Program;

ii. VERSACOMP Composer program;

- iii. Setwidth Table Utility Program;
  - iv. Kerning Table Utility Program;
  - v. Dictionary Utility Program;

b. Magnetic computer tapes used to store information and containing VERSACOMP;

c. A computer disc pack used to store information and containing VERSACOMP;

d. Instructions for a method to change the CPU ID in storage to allow VERSACOMP to run;

e. A deck of IBM cards embodying sample job control language regarding VERSACOMP; and

f. VERSACOMP language manuals(s) and user's manual(s).

4. I have been a Special Agent of the Federal Bureau of Investigation for approximately two years. I am presently assigned to the Philadelphia Regional Office of the Federal Bureau of Investigation. This affidavit is made upon the basis of my general experience in the field of crime investigation and, in particular, on the basis of conversations, communications, and documents described below. These conversations, communications, and documents constitute the facts tending to establish the grounds for the issuance of the search warrant requested herein and are set forth below.

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	set forth belo				
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8.	Among the employ	yees of ISI	who reporte	ed to	
was					
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## and states regarding VERSACOMP installation that, "All but two of

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	had reviewed	

the licensing agreement, had determined that this activity was improper, and had so stated to Dr. Garfield, but Dr. Garfield had stated that he wanted it performed in any event.

11. My investigation revealed that VERSACOMP can only be obtained and used pursuant to a licensing agreement with Pagetec, Inc., located at 2524 Townsgate Road, Suite H, Westlake Village, California. On or about September, 24, 1985, legal counsel for Pagetec verified this fact. They also informed me that on or about February 28, 1983, ISI and Pagetec entered into such a licensing agreement. A copy of this licensing agreement is attached to this affidavit as Exhibit "C". Moreover, the terms of that licensing agreement provide that. a. usage of VERSACOMP shall be limited to installation and use on a single central processing unit ("CPU") designated by model, serial number, and location; b. ISI would use VERSACOMP at 3501 Market Street, Philadelphia, Pennsylvania,

- 4 -

on a CPU designated at IBM 4341/KOl and/or IBM 370/148, and bearing CPU serial number 13032 and/or 21231; c. the rights and license granted ISI to use VERSACOMP are restricted solely and exclusively to ISI, and may not be assigned, subleased, sublicensed, or otherwise made available for use by third parties and ISI shall not copy, or permit anyone else to copy in whole or in part, VERSACOMP, including tapes, manuals, and other documentation provided by Pagetec without written consent of Pagetec; d. the ideas and expressions thereof contained in VERSACOMP are acknowledged to be proprietary information belonging to Pagetec, and ISI shall not provide, disclose, or permit to be disclosed all or any part of VERSACOMP except as necessary for the authorized use thereof; and that e. ISI acknowledges that Pagetec retained title to VERSACOMP. In consideration for the license granted by the agreement, ISI paid Pagetec the sum of \$48,000.

12. b6 b7C b7D is attached to this affidavit as Exhibit "D". This memorandum states

that, "On October 31, 1984, I went to Ralph Garner Associates to complete the VERSACOMP software installation . . . " The memorandum continues and states that, "The VERSACOMP installation is completed including building a supporting files (FONT, DICTIONARY, KERNING). Sample JCL and the WSI index program were left for their

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use. Instructions were left with them so that they could change the CPU ID in storage to allow the software to run."

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13.

order to insure compliance with the terms of the licensing agreement regarding use of VERSACOMP on only a specific, identified computer, the designated CPU ID number is incorporated into the VERSACOMP program so that the program will only operate on the designated computer. In order to make VERSACOMP operate on a different computer, this inherent defense mechanism must be overcome. The statement in Exhibit "D" that, "Instructions were left with them so that they could change the CPU ID in storage to allow the software to run," means that steps were taken to overcome this defense mechanism at RGA.

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 formation which a computer needs in order to run a particular pro 

 gram.

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1 b6 17. b7C b7D c. RGA was incorporated about 1967; d. RGA has a fluctuating work b6 ь7с b7D publisher of newsletters; and that h. the organization of written material into printable form is precisely the function for which VERSACOMP is intended and is most useful. 18. b6 b7C b7D 19. b6 Ъ7С b7D

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22.
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recorded on a disc pack should be identified by a type of index recorded on the disc pack; c. it is possible to cause the computer
d. typically it is then possible to identify a desired program
contained on the disc pack and cause the computer to print out
that program. b6 b70
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23.
, b6 b70 b71
was being run at RGA; b. the VERSACOMP program is being used on a
computer Model IBM 4341 or 4331; c.
puter to be owned by a company, the first name of which he believed b70
above the premises of RGA; and that e. had learned of this from
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24.	told me that h	ne had spoken to	
tol	d that	knew of an ur	
copy of VERSAC	OMP in use, but he decli	ined to tell	where
this unauthori	zed copy was being used.		
25.		a	gain spoke
to		that in May	
1985, a comput	er programmer who previo	ously worked for	
	Two or three	e weeks prior to	this conver-
sation between	and	c	or an employee
of	had spoken with this co	omputer programme	r on a subway
in New York.	This programmer said tha	at he liked worki	ng with
VERSACOMP.			e.
26.		I spoke with	
	told me that he	e had spoken with	
stat	ed that had	told him that the	ere is an
unauthorized c	opy of VERSACOMP being u	used.	told
that in	order to run this progra	am the CPU ID had	been changed.
27.		I spoke with	
	Pagetec.	to	old me that
on or about		received a te	lephone call
from	ISI.	inqui	red about
the cost of ob	taining a second copy of	E VERSACOMP.	
told	that when a company all	ready licensed to	run VERSACOMP

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28.	told me that on or about	
1985, he had a t	elephone conversation with	During this
conversation,		
have for a secon	d VERSACOMP license	that the
ISI comptroller	was on vacation, precluding any action	by ISI for
the time being.	stated that although he	and
have spoke	n several times since	they have
not again discus	sed a second license to ISI for VERSAC	OMP.

29. Based upon my personal familiarity with computers and disc packs, I am aware that the information stored on a disc pack is relatively fragile. For example, information stored on a disc pack can be erased or distorted merely by passing a magnet

- 12 -

close to the disc pack. Consequently, if a disc pack is removed from a disc drive and transported across the streets of New York, a risk exists that information on the disc pack could be erased or distorted. Therefore, in order to discover and memorialize information stored on a disc pack it would be desirable to cause the computer to print that information, thereby creating a hard copy, prior to moving or transporting the disc pack.

30. Counsel for Pagetec provided to me a copy of the Versacomp Language Reference Manual, consisting of approximately 200 pages. This manual will be in my possession during the execution of the requested search warrant and will be used for comparison purposes with any document appearing to be a photocopy of the manual.

31. On the basis of the foregoing, there is reason to believe that there is located on the premises of RGA stolen property having a value in excess of \$5,000, which property has been transported in interstate commerce. Additionally, there is reason to believe that located on the premises of RGA there is evidence of the unlawful transportation in interstate commerce of property having a value in excess of \$5,000. The property and evidence referred to consist of a disc pack containing the VERSACOMP program, a magnetic computer tape containing the VERSACOMP program, instructions regarding how to change the CPU ID in storage to allow the VERSACOMP program to run, a CPU ID number for a computer, Model IBM 4331, affixed to the computer, a deck of IBM cards embodying

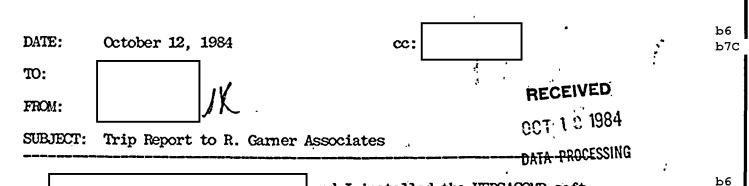
- 13 -

sample job control language regarding VERSACOMP, and VERSACOMP
language manual(s) and user's manual(s).

32. On the basis of my conversations with b6 b7c and verification by Special Agent in the FBI office in the Southern District of New York, Ralph Garner Associates, Inc. occupies space on the seventh floor of the building of 460 Park Avenue South, New York, NY.

> Special Agent Federal Bureau of Investigation

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and I installed the VERSACOMP software and the programs which produce the Hayne-Coulson Reports (JCR502 and JCR503) on the computer at R. Garner Associates. The status of these projects is as follows:

- Haynes-Coulson Report JCR502 & JCR503
  - 1) All data files have been shipped to their office which consists of 64 reels of tape.
  - 2) The programs have been cataloged into their libraries.
  - 3) JCL has been given to them to run the porgrams. They will have to modify the JCL to allocate disk work space used during the run.
  - 4) They will run a test of the program to determine any other problems they may have. One problem they may have is disk capacity for the internal sorts which are done during the run. They will also determine a price based on the resources used during the test run.

#### - VERSACOMP Installation

- 1) All but two of the VERSACOMP programs (FILE COMP to VERSACOMP conversion and the font load programs) have been installed. These two programs will be shipped by Monday October 15th.
- 2) Associated data files and work space have been generated.

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EXHIBIT B

### PROGRAM LICENSE AGREEMENT

## PERPETUAL LICENSE

EXHIBIT "C"

#### PROGRAM LICENSE AGREEMENT

This Agreement is made by and between PAGETEC, INC., a California corporation, (hereinafter called PAGETEC), 2524 Townsgate Road, Suite H, Westlake Village, California 91361, and the following licensee (hereinafter called CUSTOMER).

Licensee _	Institute for Scientific Information
Address _	3501 Market Street, University City Science Center
	Philadelphia, PA 19104

1. PROGRAM LICENSE

- (a) PAGETEC hereby grants and CUSTOMER hereby accepts a perpetual nontransferable, nonassignable, and nonexclusive right and license to use the Licensed Program together with all the related materials and documentation set forth in Schedule 'A' to this Agreement, and other related materials which PAGETEC may from time to time make available. Such programs and related materials are hereinafter collectively referred to as the Licensed Program.
- (b) The usage of the Licensed Program shall be limited to installation and use on a single central processing unit (CPU) designated by model, serial number and location, as set forth in Schedule 'B' to this Agreement. If the Licensed Program will be used on more than one CPU, an additional license will be required for each CPU. For purposes of this Agreement, a multiple CPU configuration is considered to be a single CPU if: (i) the CPU's are interconnected and operating under a single operating system, (ii) the CPU's have shared access to common storage units, and (iii) the CPU's are within 1000 feet of the others.
- (c) CUSTOMER shall have the right to transfer the location of the designated CPU or transfer to a different CPU from time to time, including temporary transfers due to malfunction of the designated CPU, provided, however, that prior written notice shall be furnished to PAGETEC for any permanent transfer and that the Licensed Program shall not be installed and used in more than one CPU at a time.

- (d) The rights and license granted CUSTOMER to use the Licensed Program are restricted solely and exclusively to CUSTOMER, and may not be assigned, subleased, sublicensed or otherwise made available for use by third parties. For purposes of this Agreement, use is defined as copying any portion of the Licensed Program's instructions or data from storage units or media into a central processing unit for processing.
- (e) CUSTOMER shall have no right to assign this Agreement without the prior written consent of PAGETEC, except that CUSTOMER shall have the right, upon prior written notice to PAGETEC to assign without such consent to any company succeeding to all or substantially all of CUSTOMER's business and assets, provided that such assignee shall sign an agreement with PAGETEC acknowledging said assignment and the acceptance of all the terms, conditions, and obligations of this Agreement as imposed on CUSTOMER herein. In the event of such assignment, CUSTOMER's rights under this Agreement shall be terminated, and CUSTOMER's obligations under this Agreement shall be discharged, except for the protection, security and non-disclosure obligations assumed by CUSTOMER on signing this Agreement.
- (f) In the event that CUSTOMER installs an ISM OS operating system. PAGETEC agrees UP
   2. <u>TERM</u> to replace the DOS/VSE version of the Licensed Program with an OS version, for a charge not to exceed \$3,000.

This Agreement is effective from the date on which it is accepted by PAGETEC and will remain in effect until terminated by PAGETEC or by CUSTOMER as set forth in this Agreement.

#### 3. CONSIDERATION

The consideration for this Agreement is forty-eight thousand dollars (\$48,000.), payable as follows:

- (a) The sum of twelve thousand dollars (\$12,000.) in lawful money of the United States on signing of this Agreement by CUSTOMER.
- (b) The sum of twenty-four thousand dollars (\$24,000.) in lawful money of the United States on installation of the Licensed Program on CUSTOMER's designated CPU.

(c) The sum of twelve thousand dollars (\$12,000.) in lawful money of the United States on completion of the acceptance test.

#### 4. DELIVERY AND INSTALLATION

The Licensed Program will be delivered and installed approximately one month after execution of this Agreement by PAGETEC. PAGETEC will install the Licensed Program on CUSTOMER's designated CPU, and perform any necessary modifications required to permit the full use thereof by CUSTOMER. CUSTOMER will provide the services of a systems programmer who is familiar with CUSTOMER's operating system software and procedures, and will provide all necessary computer time.

#### 5. ACCEPTANCE TEST

PAGETEC shall provide a set of composition procedures to be used as the acceptance test, and shall assist CUSTOMER in the conduct of the test. CUSTOMER shall, at no cost to PAGETEC, provide the necessary computer time and typesetter time for the test. Whether the Licensed Program passes the acceptance test shall be determined in the sole and exclusive discretion of CUSTOMER. CUSTOMER shall not employ the Licensed Program for any purpose until completion of the acceptance test. Any such usage shall be deemed an acceptance of the Licensed Program by CUSTOMER.

#### 6. TRAINING

PAGETEC will conduct a training class, at CUSTOMER's home office, on the operation and use of the Licensed Program. The training class will be held immediately after system installation. CUSTOMER will provide all necessary computer time and typesetter time.

#### 7. PROGRAMMING SERVICES

(a) PAGETEC shall, at no cost to CUSTOMER, correct Licensed Program errors detected by CUSTOMER during the period ending 12 months after the completion of the acceptance test, provided that the error can be recreated with the latest release of the Licensed Program. (b) If PAGETEC is called upon by CUSTOMER to correct an error, and such error is found to be caused by CUSTOMER's misuse of the Licensed Program, CUSTOMER supplied data, machine or operator failure or any other cause not inherent in the Licensed Program, PAGETEC reserves the right to charge CUSTOMER for such service on a time and material basis, at PAGETEC's standard rates then in effect.

(c) Customer will not be charged for any errors caused by PAGETEC'S Conversion

# 8. ENHANCEMENTS

PAGETEC shall, at no cost to CUSTOMER, make available to CUSTOMER any enhancements of the Licensed Program made by PAGETEC and offered to any of its other licensees, during the period ending 12 months after completion of the acceptance test.

#### 9. PERMISSION TO COPY, OR MODIFY LICENSED PROGRAM

- (a) CUSTOMER shall not copy, or permit anyone else to copy, in whole or in part, the Licensed Program, including tapes, manuals, and other documentation, provided by PAGETEC under this Agreement without the express written consent of PAGETEC.
- (b) CUSTOMER may not modify any portion of the Licensed Program, without the express written consent of PAGETEC.

#### 10. REPLACEMENT COPIES

PAGETEC shall send to CUSTOMER, within five (5) working days after notice by CUSTOMER, a replacement copy of any Licensed Program that is lost or damaged. The cost for such replacement shall be limited to the costs for the storage media, computer time, and delivery. The cost for replacement manuals shall be PAGETEC's standard rates then in effect.

#### 11. PROTECTION AND SECURITY

(a) The ideas and expressions thereof contained in the Licensed Program are

acknowledged to be proprietary information belonging to PAGETEC. The ...Licensed Program is provided by PAGETEC to CUSTOMER in confidence and solely for the private use of CUSTOMER as expressly provided herein.

- (b) CUSTOMER shall not provide, disclose, or permit to be disclosed all or any part of the Licensed Program except as necessary for the authorized use thereof.
- (c) CUSTOMER shall adopt and follow reasonable procedures to maintain the confidentiality of the Licensed Program, and agrees to take appropriate action, by agreement or otherwise, with its employees or other persons permitted access to the Licensed Program, and to satisfy its obligations under this Agreement particularly with respect to use, copying, modification, protection and security of the Licensed Program.
- (d) CUSTOMER acknowledges that PAGETEC retains title to the Licensed Program and that PAGETEC shall be free to license the Licensed Program to any other person, firm, corporation, or governmental entity at any time for any purpose whatsoever.

#### 12. WARRANTY

- (a) PAGETEC hereby warrants its ownership and marketing rights to the Licensed Program, and that the Licensed Program as delivered by PAGE-TEC, if properly installed in accordance with PAGETEC's instructions, is capable of operating in conformance with the Licensed Program's current applicable specifications as set forth in the product description and technical manuals. Any modification or attempted modification of the Licensed Program by CUSTOMER or any failure by CUSTOMER to implement any improvements or updates to the Licensed Program as supplied by PAGETEC shall void this warranty unless CUSTOMER has obtained prior written authorization from PAGETEC permitting such modification, attempted modification, or failure to implement.
- (b) EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, PAGETEC MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO ANY

MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATIONS, THE CONDITION OF THE LICENSED PROGRAM, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR USE.

#### 13. INDEMNITY

- (a) If notified promptly in writing of any judicial action brought against CUSTOMER based on an allegation that CUSTOMER's use of the Licensed Program infringes a United States patent or copyright, any rights of a third party or constitutes misuse or misappropriation of a trade secret (Infringement), PACETEC will defend such action at its expense and will pay the costs and damages awarded in any such action or the costs of settling such action, provided that PAGETEC shall have the sole control of the defense of any such action and all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against CUSTOMER's use 'of the Licensed Program by reason of Infringement, or in PAGETEC's opinion be likely to become the subject of a claim of Infringement, PAGETEC may at its option and expense either: (i) secure for CUSTOMER the right to continue to use the Licensed Program as contemplated hereunder; or (ii) replace or modify the Licensed Program to make its use hereunder non-infringing while being capable of performing the same function. If neither option is reasonably available to PAGETEC, then this Agreement may be terminated at the option of either party hereto without further obligation or liability other than as provided in Section 15 (Termination) hereof except that PAGETEC shall promptly refund to CUS-TOMER that portion of the license fee payable hereunder, obtained by multiplying said price by a fraction, the denominator of which is 36 months, and the numerator of which is 36 months less the number of full months since execution of this Agreement by PAGETEC.
- (b) Any modification or attempted modification of the Licensed Program by CUSTOMER or any failure by CUSTOMER to implement any improvements or updates to the Licensed Program as supplied by PACETEC shall void this indemnity unless CUSTOMER has obtained prior written authorization from PACETEC permitting such modification, attempted modification or failure to implement. PAGETEC shall have no liability for any claim of

Infringement based on CUSTOMER's use or combination of the Licensed Program with products or data of the type for which the Licensed Program was neither designed nor intended.

#### 14. LIMITATIONS OF LIABILITY

- (a) PAGETEC SHALL NOT BE LIABLE FOR LOSS OF PROFIT, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS WHICH MAY BE CAUSED BY, DIRECTLY OR INDIRECTLY, THE INADEQUACY OF THE LICENSED PROGRAM FOR ANY PURPOSE OR USE THEREOF OR BY ANY DEFECT OR DEFICIENCY THEREIN.
- (b) CUSTOMER agrees that, except as provided in Section 13 (Indemnity), PAGETEC's liability for damages, if any, shall not exceed the charges paid to PAGETEC by CUSTOMER for use of the Licensed Program under this Agreement. No action, regardless of form, arising out of any transaction under this Agreement may be brought by either party more than one year after the injured party has knowledge of the occurrence which gives rise to the cause of such action.

#### 15. TERMINATION

(a) <u>Basis for Termination by PAGETEC</u>. PAGETEC shall have the right without further obligation or liability to CUSTOMER:
(i) to terminate this Agreement if CUSTOMER is delinquent in making payments of any sum due under this Agreement and continues to be delinquent for a period of sixty (60) days after the last day payment is due, provided, however, a written notice is given to CUSTOMER by PAGETEC of the expiration

date of the aforementioned sixty (60) day delinquency period at least ten (10) days prior to the occurrence of said expiration date; or (ii) to terminate this Agreement if CUSTOMER commits any other material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by PAGETEC of such breach. CUSTOMER's obligation to pay all accrued charges shall survive the termination of this Agreement. PAGETEC's termination of this Agreement and repossession of the Licensed Program shall be without prejudice to any other remedies that PAGETEC may lawfully have.

- (b) Basis for Termination by CUSTOMER. CUSTOMER shall have the right, without further obligation or liability to PAGETEC, except as specified in Section 11 (Protection and Security), and 15(c) (Disposition of Licensed Program on Termination) to terminate this Agreement if PAGETEC commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by CUSTOMER of such breach, in which event, PAGETEC shall reimburse CUSTOMER in the same manner as for the removal of the Licensed Program due to infringement under Section 13 (Indemnity).
- (c) <u>Disposition of Licensed Program on Termination</u>. Upon the expiration or termination of this Agreement for any reason, the license and all other rights granted hereunder to CUSTOMER shall immediately cease, and CUSTOMER shall immediately: (i) return the Licensed Program to PAGETEC

together with all documentation, notes and other material respecting the Licensed Program; (ii) purge all copies of the Licensed Program or any portion thereof from all CPU's and from any computer storage medium or device on which CUSTOMER has placed or permitted others to place the Licensed Program; and (iii) give PAGETEC a written certification that through its best efforts and to the best of its knowledge, CUSTOMER has complied with all of its obligations under Section 15(c).

#### 16. SALES AND USE TAXES

 $\mathbf{A}$ 

There shall be added to the charges applicable under this Agreement amounts equal to any taxes, however designated, levied or based on such charges or upon this Agreement or services rendered in connection with any of the foregoing, or the use of the foregoing, or any taxes or amounts in lieu thereof paid or payable by PAGETEC in respect of the foregoing, exclusive of ordinary personal property taxes assessed against or payable by PAGETEC and taxes based upon net income.

#### 17. SUBSEQUENT MAINTENANCE

After the initial 12-month period in which maintenance and enhancements are provided to CUSTOMER without charge, PAGETEC agrees to provide continuing maintenance and enhancements for an annual fee of three thousand nine hundred dollars (\$3,900.00).

#### 8. SOURCE CODE AND DOCUMENTATION

- (a) CUSTOMER may obtain the source code and related documentation for the Licensed Program at any time after execution of this Agreement by PAGETEC upon payment of the source code license fee of thirty thousand dollars (\$30,000.00). This license fee shall not be increased during the period ending five (5) years after execution of this Agreement by PAGETEC.
- (b) PAGETEC shall deposit the latest source code and documentation for the Licensed Program in escrow with appropriate instructions with PAGETEC's attorney. In the event that PAGETEC decides to stop supporting the Licensed Program or is no longer in business, CUSTOMER may obtain said materials from PAGETEC's attorney upon payment of the license fee of one dollar (\$1.00). Said material so obtained shall remain the property of PAGETEC, and shall remain subject to all other terms of this Agreement.

#### 19. GENERAL PROVISIONS

- (a) This Agreement and all matters relating to it or obligations arising in respect to it shall be governed by the laws of the State of California.
- (b) Any waiver of PAGETEC of any particular breach hereunder by CUSTOMER shall not constitute a continuing waiver or a waiver of any other breach or default.

- (c) Any provisions in this Agreement that may be invalid or ·· illegal in any State shall fall by itself in that State, but shall in no way be held to invalidate any of the remaining provisions otherwise not invalid or illegal.
- (d) This Agreement expresses the entire understanding of the parties with reference to the subject matter hereof, and no representations or agreements modifying or supplementing the terms of the Agreement shall be valid unless in writing signed by a person authorized to sign agreements on behalf of each party.
- (e) Licensed Program enhancements shall include, at no charge, any additional drivers created for other typesetters if said drivers have been developed for general use by other users of the Licensed Program. PAGETEC reserves the right to charge for additional drivers not yet written should CUSTOMER request any such drivers.
- (f) This Agreement incorporates all the terms and conditions
   of a letter written to \_\_\_\_\_\_ dated January 7, 1983
   by \_\_\_\_\_\_

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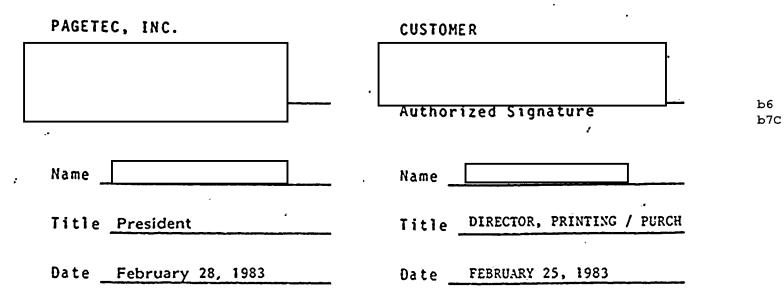
b7C

(g) The term 'this Agreement' as used herein includes any future written Agreements, modifications, amendments, or supplements made in accordance herewith.

(h) The foregoing terms and conditions shall prevail, regard-...less of any variations in the terms and conditions of any order submitted by CUSTOMER.

ACCEPTED BY:

ACCEPTED BY:



'

#### SCHEDULE A

#### LICENSED PROGRAM

The Licensed Programs and related materials to be provided by PAGETEC to CUSTOMER under this Agreement are as follows:

1. VERSACOMP Compiler Program.

2. VERSACOMP Composer Program.

3. Setwidth Table Utility Program.

4. Kerning Table Utility Program.

5. Dictionary Utility Program.

6 English Language Hyphenation Dictionary.

7. VERSACOMP Language Manual. (6)

8. VERSACOMP User's Manual. (3)

#### SCHEDULE B

#### DESIGNATED CPU FOR LICENSED PROGRAM

7

1. Name of Installation:

INSTITUTE FOR SCIENTIFIC INFORMATION

2. Location:

3501 Market Street Philadelphia, Pa. 19104

# 3. CPU Manufacturer, Type, and Model Number:

184 4341/K01

184 370/148

4. <u>CPU Serial Number</u>:

13032

21231

5. Operating System:

DOS/VSE Release 2 Put Level 8012

6. Typesetter Manufacturer and Model Number:

None on Site; We are under contract with vendors using the following: VIDEOCOMP-500 VIDEOCOMP-570 VIDEOCOMP - 800

DATE:	November 2, 1984 cc:	
то:		
FROM:		
SUBJECT:	Trip Report of Ralph Garner Associates	· `;

b6 b7С

On October 31, 1984 I went to Ralph Garner Associates to complete the VERSACOMP software installation and JCR502-JCR503 (Haynes-Coulson report).

The VERSACOMP installation is completed including building a supporting files(FONT, DICTIONARY, KERNING). Sample JCL and the WSI index program were left for their use. Instructions were left with them so that they could change the CPU ID in storage to allow the software to run. Time and machine availability did not permit testing of the WSI program.

The Hayne-Coulson program was missing one module when it was initially installed, this module has now been placed on their system. Operating instructions and JCL corrections were also left. Again, time and machine availability did not allow for testing of this program.

SR/kms

EXHIBIT "D"

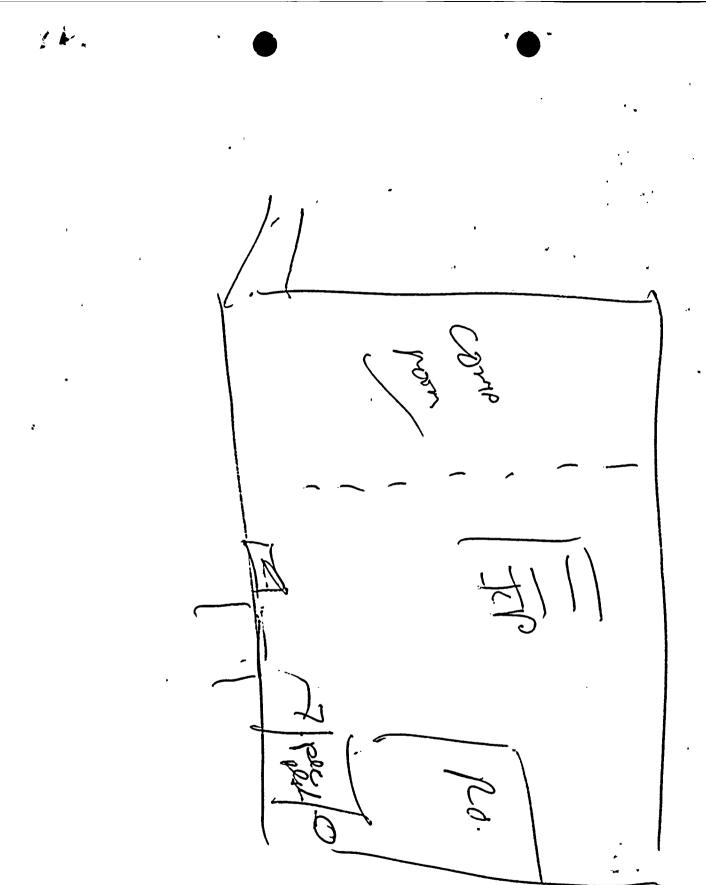


EXHIBIT "E"

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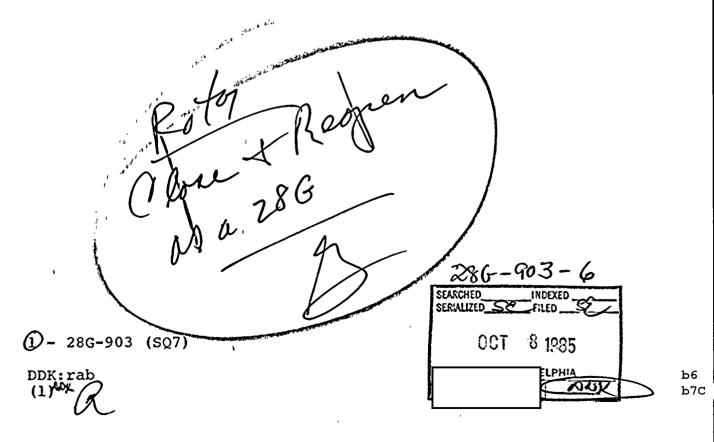
# UNITED STATES GOVERNMENT

DATE: 10/8/85

REPLY TO ATTN OF: SA

SUBJECT: EUGENE GARFIELD, ET AL COP MAT; ITSP OO:PH TO:SAC, PHILADELPHIA (28E-903)(SQ7)

> Alpha classification is being changed from 28E to 28G to reflect the potential loss. The computer software involved costs \$48,000 per copy. The developers of the software estimate a market potential of 300 users. This represents a potential loss of \$14,400,000. This estimate is based upon discussions with attorneys for the victim company.



OPTIONAL FORM NO. 10 (REV. 1-80) GSA FPMR (41 CFR) 101-11.6 5010-114

UNITED STATES GOVERNMENT

DATE: 10/15/85

ATTNOF: SSA

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SUBJECT: EUGENE GARFIELD, DBA INSTITUTE FOR SCIENTIFIC INFORMATION; DBA RALPH GARNER ASSOCIATES, INC.; PAGE TECH, INC., - VICTIM COP MAT; ITSP; OO:PH

TO: SAC, PHILADELPHIA (28G-903) (SQ7) (P)

On 10/8/85, I was advised by Special Agent (SA) Media Liaison, that he had been telephonically contacted by a of COMPUTER WORLD. b6 inquiring concerning a recent FBI investigation and search warrant at the INSTITUTE OF SCIENTIFIC INFORMATION, 3501 Market Street, Philadelphia, Pennsylvania. As this case is currently being investigated by Squad 7 (28G-903), SA indicated that I should contact and provide him whatever information I could concerning this matter.

On this same date, I telephonically contacted b6 at telephone number date, I telephonically contacted b7c is a writer for COMPUTER WORLD MAGAZINE, which is described as an industry publication with weekly circulation. He stated that he had learned from computer industry associates that the FBI executed a search warrant at RALPH GARNER ASSOCIATES in New York City and the INSTITUTE FOR SCIENTIFIC INFORMATION in Philadelphia, Pennsylvania. He requested generalized information concerning this matter as he was preparing an article for the above named magazine.

I confirmed for him the fact that search warrants were executed by Special Agents (SAs) of the FBI on Wednesday, October 2, 1985, at the above two locations. I also provided him with the violations (COP MAT and ITSP) under which this matter was being investigated. I suggested that if he wanted additional information concerning these criminal statutes that he contact Assistant U.S. b6 Attorney (AUSA) , U.S. Attorney<u>'s Office, East</u>ern b7C District of Pennsylvania, telephone number 'I also advised him that the investigation was predicated upon information provided the FBI by a former employee (name not given) that these two companies had illegally duplicated beyond the scope of a licensing agreement, a computer program known as WORDSTAR. This program (WORDSTAR) is marketed by MICROPRO INTERNATIONAL, a firm

() - <u>28G-903 (SO7)</u> 1 -	28G-903-7 SEARCHEDINDEXED SERIALIZED SE_FILED	Ь6 Ь7С
JSG:rab (2)	OCT 1 5 1983	
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b6 b7С PH 28G-903

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that is located in California. Additionally, I advised him that these two companies had illegally duplicated a computer program known as VERSACOMP, which is marketed by PAGE TECH, INC., a firm also located in California. I suggested to him also that if he wanted specific information as to what judicial activity would occur, that he contact the above AUSA for these details.

advised that his article concerning this investigation would, in all probability, appear in the October 14 or 21 issue of COMPUTER WORLD. He advised that he would forward a copy of the article to this Supervisor.

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UNITED STATES GOVERNMENT memorandum

> b6 b7С

DATE: 10/17/85

ATTN OF: SSA

SUBJECT: EUGENE GARFIELD, DBA INSTITUTE FOR SCIENTIFIC INFORMATION; DBA RALPH GARNER ASSOCIATES, INC; PAGE TECH, INC. - VICTIM COP MAT; OO:PH

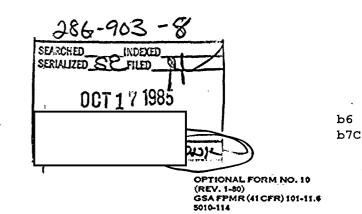
TO:

SAC, PHILADELPHIA (28G-903) (SQ7) (P)

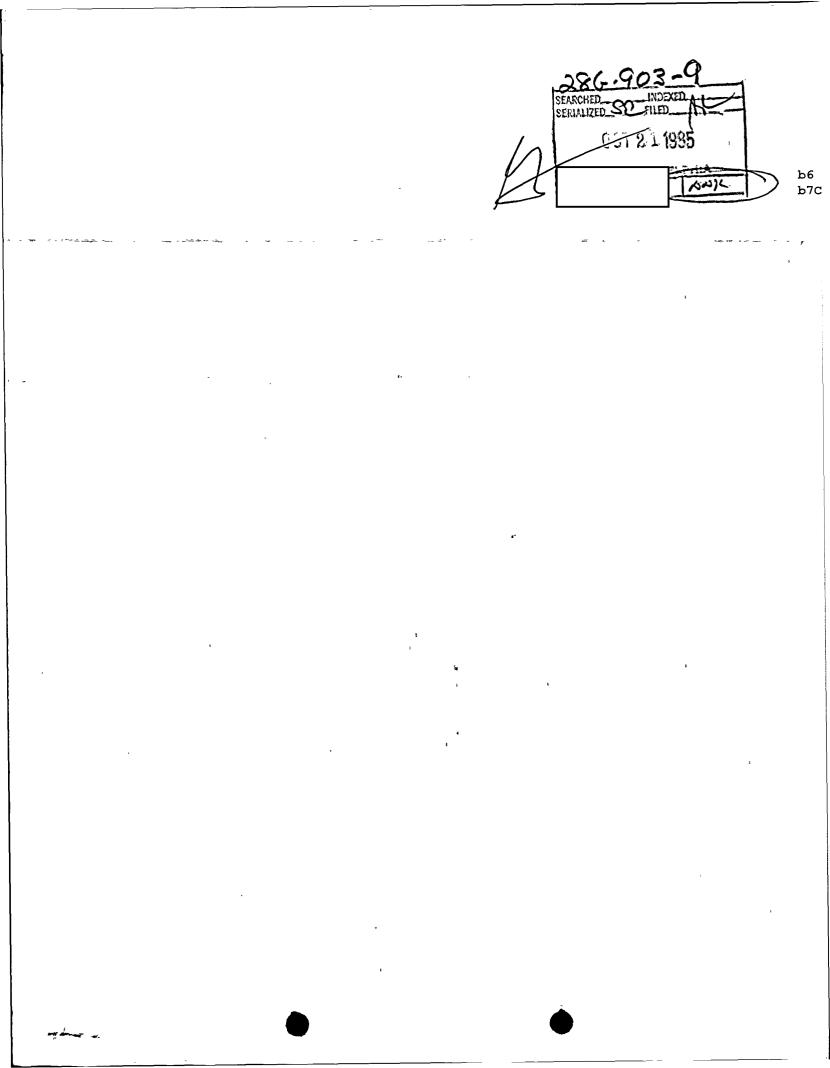
b6 On 10/10/85, I telephonically spoke with b7C Editor of On Line Magazine of Weston, Connecticut, telephone number and | Publisher, Data Base Magazine, Westport, Connecticut, telephone number Both of these individuals were aware of the two recently executed search warrants at the INSTITUTE FOR SCIENTIFIC INFORMATION (ISI), Philadelphia, Pennsylvania, and RALPH GARNER ASSOCIATES, New York City, New York. I provided them with generalized information similar to that given to of COMPUTER WORLD on 10/8/85. The details of the information provided are similar and therefore, will not be repeated in this memorandum as they are set forth in the b6 memorandum concerning the contact with I suggested b7C that if they desired additional details as to the judicial action, that they contact Assistant U.S. Attorney (AUSA) at the U.S. Attorney's Office, Eastern District of Pennsylvania Philadelphia, Pennsylvania. Further, case agent was present when I telephonically contacted the above named individuals. Both of these individuals advised that the information provided, as well as any other learned in the interim, would appear in articles in the respective magazines that they edit and publish. Both individuals will furnish copies of the articles to this Supervisor at the time of publication. The above is being furnished for the information of the file.

 $\bigcirc - 28G-903 (SQ7)$ 1 - 80-40





&U.S. Government Printing Office: 1980-311-153/6042



United States District Court	DISTRICT EASTERN DTS	STRICT OF PENNSYLVANIA
		SUBPOENA FOR GRAND JURY MATTER Ø Person Ø Document or Object
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The Grand Jury Witness Room (4322 501 Market Street, U.S. Courthous Philadelphia, PA 19106		DATE AND TIME
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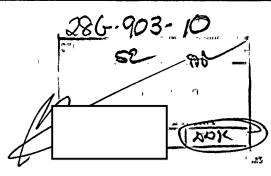
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(2) As to who may serve a subpoena and the manner of its service see Rule 17(d), Federal Rules of Criminal Procedure, or Rule 45(c), Federal Rules of Civit Procedure.
 (3) "Fees and mileage need not be tendered to the witness upon service of a subpoena issued on behalf of the United States or an officer or agency Bereof (Rule 45(c), Federal Rules of Civit Procedure, Rule 17(d), Federal Rules of Criminal Procedure) or on behalf of certain indigent parties and criminal defendants who are unable to pay such costs (28 U.S.C. 1825, Rule 17(b) Federal Rules of Criminal Procedure)."

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GRAND JURY MATTER     Z Document or Object     X Document     YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s):     YOU ARE ALSO COMMANDED to bring with you are granted leave to depart by the court or by an officer acting on behalf of the court.     X Muth X Muth		DISTRICT	N_DIST	RICT OF PENN	ISYLVANIA
date and time specified below to testify before the Grand Jury in the above entitled case.         GE         The Grand Jury Witness Room (4322)         GOI Market Street, U.S. Courthouse         Philadelphia, PA         POU ARE ALSO COMMANDED to bring with you the following document(s) or object(s): <sup>(1)</sup> PLEASE SEE ATTACHMENT TO THIS SUBPOENA.         Image: Please see additional information on reverse         This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.         Image: Please State on application of the United States of America by:         This subpoena is issued on application of the United States of America by:	· · · · · ·			-	
The Grand Jury Witness Room (4322)         601 Market Street, U.S. Courthouse         Philadelphia, PA 19106         YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s): <sup>(1)</sup> PLEASE SEE ATTACHMENT TO THIS SUBPOENA.         PLEASE SEE ATTACHMENT TO THIS SUBPOENA.         This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.         PUTY CLERK         Muber of Market Street         This subpoena is issued on application of the United States of America by:         Market Street         Market Street         Name, Access Abor Prices Prove or Assistant U.S.         Room 3310, U.S. Courthouse         Room 3310, U.S. Courthouse	date and time specified below to testify before			the above entitled	
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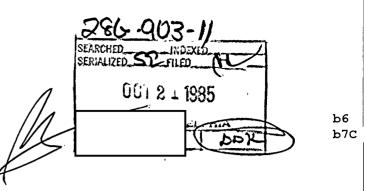
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(2) As to who may serve a subpoent and the manner of its service see Rule 17(d), Federal Rules of Criminal Procedure, or Rule 45(c), Federal Rules of Civil Procedure (3) "Fees and mileage need not be tendered to the witness upon service of a subpoent issued on behall of the United States or an officer or agency thereof (Rule 45(c), Federal Rules of Civil Procedure) Procedure, Rule 17(d), Federal Rules of Criminal Procedure) or on behall of certain indigent parties and criminal detendants who are unable to pay such costs (28 U S C, 1825). Rule 17(b) Federal Rules of Criminal Procedure)."



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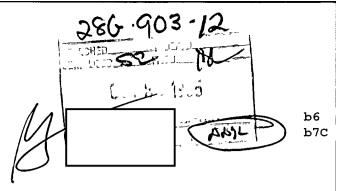
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(2) As to one may serve a subpoena and the manner of its service see Rule 17(d), Federal Rules of Criminal Procedure, or Rule 45(c), Federal Rules of Civil Procedure (3), "Fees and mileage need not be tendered to the witness upon service of a subpoena issued on behalf of the United States or an officer or agency thereof (Rule 45(c), Federal Rules of Civil Procedure, Rule 17(d), Federal Rules of Criminal Procedure) or on behalf of certain indigent parties and criminal defendants who are unable to pay such costs (28 U S C 1825, Rule 17(b) Federal Rules of Criminal Procedure),"

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(Maint Clipping In Space Below)

## **FBI** probes piracy claim

## Pagetec case represents first agency investigation

#### By James Martin

PHILADELPHIA — À scientific publishing firm here and a New York-based typesetting concern are under examination by the Federal Bureau of Investigation and face civil suits based on allegations that they illegally duplicated a software program sold by Pagetec, Inc. of Westlake Village, Calif.

A \$3 million lawsuit, filed Oct. 4 in U.S. District Court in Philadelphia by attorneys for Pagetec, alleges that the Institute of Scientific Information publisher engaged in breach of contract and trade secret misappropriation in its software licensing agreement with Pagetec. According to the suit, the institute provided Ralph Garner

Associates, a New York typesetting firm, with an unauthorized copy of the \$4,800 data base publishing program licensed by Pagetec. Named as defendants in the suit aracter: COPMAT-COMPUTERS were the institute and its president, Eugene Garfield, and Ralph Garner Asso- issification: ciates and its president, Ralph Garner,

Meanwhile, the FBI said its investigations of the institute and Ralph Garner As- exing: sociates produced "positive results." Industry sources said they believe these are the first formal federal probes of a software piracy case. FBI agents, after having searched data processing and management information systems departments at both locations, reportedly uncovered an unauthorized copy of Pagetec's Versacomp at Garner's New York office as well as an undisclosed number of allegedly pirated copies of Micropro International Corp.'s Wordstar programs.

(Indicate page, name of newspaper, city and state.) p. 1 & 11

COMPUTERWORLD Atlanta, Georgia Date: 10/14/85 Edition:

Title: EUGENE GARFIELD, ET AL

bmitting Office: PHILADELPHIA

Continued on page 11

#### From page 1

#### FBI probes software program piracy claim

The FBI received a tip "within the last 30 days" regarding the alleged Versacomp piracy from a former DP. manager at the institute, Joseph Gosseaux, supervisory special agent for the FBI, told Computerworld last week; he declined to elaborate.

The Institute of Scientific Information had apparently "provided Garner a copy of the Versacomp program, which Ralph Garner Associates had been using for commercial purposes," according to Gosseaux. He said that Micropro had "apparently authorized five copies [of Wordstar] to the institute, and we determined that far many more copies were made for commercial use outside the agreement with Micropro."

Attempts by Computerworld to contact Micropro were unsuccessful.

In its suit, Pagetec requested an injunction to stop the institute and Ralph Garner Associates from continuing to run Versacomp. A preliminary hearing was held in U.S. District Court in Philadelphia last week in which judicial action on the restraining order was postponed until a further hearing scheduled for Nov. 13, according to an attorney who asked not to be identified.

The FBI is continuing its investigatation of the institute and Ralph Garner for "violations of copyright statutes under Title 17 of the Federal Rules of Criminal Procedure" and for "interstate transportation of stolen property," Gosseaux said.

Both companies were apparently running the program in an IBM 4331 environment, according to James

286-903-13

Hutchison, president of One For One, ' Inc., an Atlanta-based marketing arm of Pagetec. Hutchison said the institute had purchased Versacomp from One For One about four years ago.

Hutchison said he knew of at least one other incident in which Versacomp had been pirated. "It was a company that had two different locations with MIS operations, and the software was copied in order to save them from buying a second program," he added. As a result, Hutchison said, legal action resulted in "the company just getting a slap on the hand." He declined to identify the company.

Attorneys for the Institute of Scientific Information told Computerworld the firm would not comment on the pending lawsuits or investigation. Spokesmen for Ralph Garner-Associates also declined to comment.

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FBI/DOJ





## **Pagetec case represents** first agency investigation

#### **By James Martin**

PHILADELPHIA — A' scientific publishing firm here and a New York-based typesetting concern are under examination by the Federal Bureau of Investigation and face civil suits based on allegations that they illegally duplicated a software program sold by Pagetec, Inc. of Westlake Village, Calif.

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Associates, a New York typesetting firm, with an unauthorized copy of the \$4,800 data base publishing program licensed by vactor: Pagetec. Named as defendants in the suit or were the institute and its president, Eu. ssification: 286-903 gene Garfield, and Ralph Garner Associates and its president, Ralph Garner.

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FRONT PAGE (Indicate page, name of newspaper, city and state.) COMPUTERWORLD (A NATIONWIDE WEEKLY TABLOID)

10/14/85 ion: (N/M)

): FBI PROBES PIRACY CLAIM

mitting Office:

#### PHILADELPHIA

#### From page 1 19.4 FBI-probes software program piracy claim

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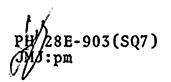
Both companies were apparently running the program in an IBM 4331 environment, according to James Hutchison, president of One For One Inc., an Atlanta-based marketing arm of Pagetec. Hutchison said the institute had purchased Versacomp from One For One about four years ago.

Hutchison said he knew of at least one other incident in which Versacomp had been pirated. "It was a company that had two different locations with MIS operations, and the software was copied in order to save them from buying a second program," he added. As a result, Hutchison said, legal action resulted in "the company just getting a slap on the hand." He declined to identify the company.

Attorneys for the Institute of Scientific Information told Computerworld the firm would not comment on the pending lawsuits or investigation-Spokesmen-for-Ralph-Garner Associates also declined to comment.

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The following investigation was conducted by Special Agent (SA)

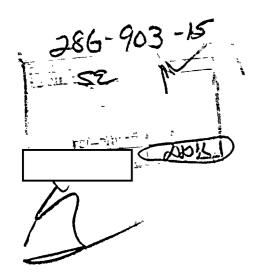
The Institute for Scientific Information (ISI) is located at 3501 Market Street, Philadelphia, Pennsylvania. It is a four story office building with a brown tile facade. There are black, blue, and white decorative tiles in the facade on he south side of the building.

There are two glass and metal double doors at the southeast corner of the building. These doors appear to be the main entrance. Next to the doors is a large blue/green sign with orange and cream designs. Printed on this sign is "Institute for Scientific Information, 3501, ISI, Science Center."

The ISI Building is bounded on the south side by Market Street, on the west side by the Gateway Building (3535 Market Street), on the north side by Filbert Street, and the east side by a parking lot which appears to be restricted to ISI employees.

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## Computerworld

1400 Lake Hearn Drive, Suite 330/Atlanta, GA 30319/(404) 394-0758

October 15, 1985

FBI 6000 Arch Street 8th Floor Philadelphia, PA 19106

Dear

As requested, here is a copy of the software piracy article from this week's Computerworld.

Thank you for your assistance in this matter.

Cordially.

JM/mc

Encl:



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### U.S. Department of Justice

United States Attorney Eastern District of Pennsylvania

BPM:ceg File #8502818 3310 United States Courthouse Independence Mall West 601 Market Street Philadelphia, Pennsylvania 19106

October 22, 1985

Federal Bureau of Investigation 8th Fl. Wm. J. Green, Jr. Federal Bldg., 600 Arch Street Philadelphia, PA 19106

Attention:

Supervisor Special Agent Special Agent んゃん

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Re: Disclosure of Grand Jury Materials Eugene Garfield

Dear Sir:

Grand Jury materials are being disclosed to you pursuant to Federal Rule of Criminal Procedure 6(e)(3)(A), which provides in pertinent part:

> Disclosure otherwise prohibited by this rule of matters occurring before the grand jury, other than its deliberations and the vote of any grand juror, may be made to --

(ii) such government personnel (including personnel of a state or subdivision of a state) as are deemed necessary by an attorney for the government to assist an attorney for the government in the performance of such attorney's duty to enforce federal criminal law.

In connection with the disclosure of this information, however, please be advised that Rule 6(e)(3)(B) provides:

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Any person to whom materials are disclosed under sub-paragraph (A)(ii) of this paragraph shall not utilize that grand jury material for any purpose other than assisting the attorney for the government in the performance of such attorney's duty to enforce federal criminal law. An attorney for the government shall promptly provide the district court, before which was impaneled the grand jury whose material has been so disclosed, with the names of the persons to whom such disclosure has been made, and shall certify that the attorney has advised such persons of their obligation of secrecy under this rule.

Pursuant to the reporting requirements of the Rule, your name is being supplied to the District Court as an individual to whom disclosure is being made. If it is necessary for you in turn to disclose any of these grand jury materials to additional agents or others in your agency for the purpose of assisting the government attorney conducting this specific grand jury investigation, the records of your agency should be made to reflect this disclosure so that a proper report can be made to the court if so required.

Please initial your name on the first page of this letter to signify that you have read and understood its contents and return it to me.

Very truly yours,

EDWARD S. G. DENNIS, JR. United States Attorney

Assistant United States Attorney

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UNITED STATES GOVERNMENT memorandum

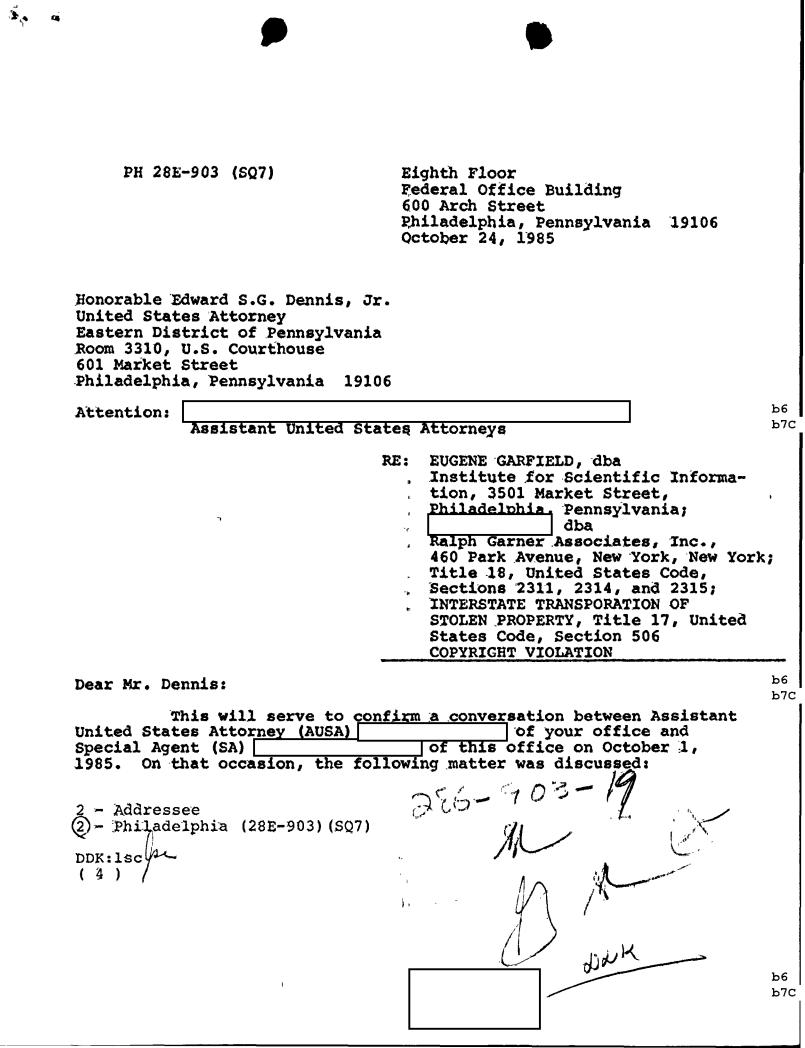
> Ъ6 Ь7С

DATE:	10/23/85
REPLY TO	SSA
SUBJECT:	EUGENE GARFIELD, ET AL
. [	COP MAT ØO:PH
l:ot	SAC, PHILADELPHIA (28G-903) (SQ7)

Both of these individuals were inquiring concerning the captioned investigation and an article that had appeared in COMPUTER WORLD MAGAZINE on October 14, 1985. They inquired as to the status of the investi- gation and if there was any additional information than what had appeared in the aforementioned article. I advised both of these individuals that the investi- gation was continuing. Also, that the Assistant U.S. Attorney (AUSA) Federal Grand Jury (FGJ). article printed concerning captioned matter, a copy would be pro- yided to this writer.
gation was continuing. Also, that the Assistant U.S. Attorney (AUSA) Federal Grand Jury (FGJ) (FGJ) article printed concerning captioned matter, a copy would be pro-
On 10/23/85, at the request of SA I ba
telephonically spoke with telephone number certain information concerning captioned matter. She indicated that she had read the article in COMPUTER WORLD MAGAZINE and asked for my comments relative to the same information that is contained in the October 14, 1985 article of that magazine. I provided essentially the same information and also suggested that she contact the U.S. Attorney's Office, Eastern District of Penn- sylvania for any additional information relative 286-903-77
(1) - 28G-903 (SQ7) $1 - USE FILE OCT 231985$ $(2) USE FILE OCT 231985$ $(2) USE FILE OCT 231985$ $(3) USE FILE OCT 231985$ $(4) USE FILE OCT 231985$ $(4) USE FILE OCT 231985$ $(5) USE FILE OCT 231$

(P),

FD-350 (Rev. 5-8-81) (Indicate page, name of PHILADELPHIA newspaper, city and state.) INQUIRER PA65 12-6 PHILADELPHIA, PENNSYLVANIA (Mount Clipping in Space Below) Date: 10/24/85 Edition: MORNING taces\_ be, an ISI FACES PROBE AND SUIT Title: ON COMPUTER PROGRAM COPYING. Character: or Classification: 286-903 Submitting Office: Indexina: (). 1 į. 3111 Oct. 3 against the company and its By Andrea Knox -president, Eugene Garfield, charging Inquirer Staff Writer The Institute for Scientific Infor-mation is being investigated by the that restricted use of the program to the FBI and is the target of an S18 mil-a specific computer at ISI. In answer to the civil suit, ISI ex-pects to file a "general denial" either lion'civil suit charging it with copying a computer program used in typetoday or tomorrow, according to lawsetting and giving the program to 286-903-18 yer Robert S. Bramson, who repreanother company. sents IS'. 1SI, a Philadelphia company that publishes indexes and abstracts of ISI is one of an increasing number of companies faced with suits chargscientific papers, gave the program ing illegal copying of software pro-grams. The companies are typically to a typesetting company in New York, according to an internal ISI memo submitted as evidence in the charged with distributing the copies to their employees or selling them to civil suit. other users at a price that undercuts b6 " Pagetec Inc., the California company that created the software and what the software publisher would b7C 222)2 charge for the same program. licensed it to ISI for \$48,000, filed suit 17.1 Robert J. Campbell, who served as Software publishers, concerned "It's inevitable with the growth of, assistant vice president of data procthe computer industry that some about the potential threat to their essing at ISI from October 1984 until thing like this would occur sooner or revenues, are more and more willing June 1985, according to a source falater, because of the amounts lof soft-" to go to court to stop copying. At least miliar with the case. ware in usel," said Joseph S. Gossix suits are under way against such seaux, who heads the white-collar alleged software "pirates," probably In an affidavit filed with the suit, crime squad in Philadelphia's FBI triple the number of two years ago, Campbell said ISI computer programoffice and is in charge of the ISI. according to David Sturtevant, vice mers spent "several days" figuring president of the Association of Data investigation. out how to break the security code Potential criminal charges in the Processing Service Organizations, that prevented Pagetec's Versacomp case concern violation of copyright Sturteyant said software publishers program from being run on another laws and the interstate transportawere victorious in the six or so cases tion of stolen property, Gosseaux computer. concluded in the last year. said. The typesetting house to which ISI 44. The Philadelphia case is one of the allegedly gave the program is Ralph first in the nation to be investigated i The FBI also is investigating a case by the FBI, an indication of the grow, . in California, Sturtevant said., by the FBI, an indication of the grow, . in California, Sturtevant said., The copying case came to the a Garner Associates Inc., with which ing importance of the issue of illegal . The copying case came to the atten-copying of software within the world in the both Pagetee and the Firm ISI has "a long-standing business re-"Jationship involving photocomposi" 110n," according to Bramson. through information given them 5 of white-collar crime. (2) F81/00



A search of the offices of Ralph Garner Associates, Inc. (RGAI), 460 Park Avenue South, New York, New York, by Federal Bureau of Investigation (FBI) Special Agents was being planned for October 2, 1985. As a part of that search, an IBM 4331 computer was to be operated and the contents of its memory examined, extracted and portions possibly deleted if found to be contraband. Inquiries within the FBI failed to produce personnel with the necessary expertise on that model of computer, so an outside expert had been arranged to be present during the search. had agreed to pay for the

fees of the outside expert.

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After reflecting upon the foregoing, AUSA advised that in his opinion, it would be inappropriate for any party other than the Government of the United States of America to pay the fees of such an outside expert while aiding in a search conducted by Federal law enforcement officers pursuant to a search warrant and that the outside expert should be paid by the FBI for such services.

Very truly yours,

Wayne G. Davis Special Agent in Charge

By:

Supervisory Special Agent

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# UNITED STATES GOVERNMENT

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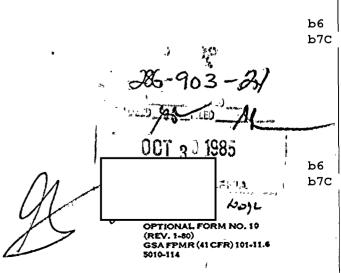
DATE: 10/30/85 REPLY TO SSA SUBJECT: EUGENE GARFIELD, ET AL COPMAT-COMPUTERS OO: PH STO: SAC; PHILIADELPHIA (28G-903) (SQ7) (P)

On 10/25/85, I was telephonically contacted by telephone number telephone number concerning the captioned investigation.

I provided him generalized information as had been previously furnished to certain computer publications and the PHILA-DELPHIA INQUIRER, all of which have been previously documented to the file. In view of this, I will not be repetitious and restate the information furnished I also suggested that he contact the U.S. Attorney's Office, Eastern District of Pennsylvania, for any information as to the judicial process ongoing in this matter.

28G-903 (SO7) **JSG:**rab (2)

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☆ GPO : 1983 0 - 381-526 (9073)

File - Serial Charge Out PERMANENT FD-5 (Rev. 6-17-70) 28-91 File . Date Last Serial Class. Case No. Pending Closed Date **Description of Serial** Charged Serial No. s now ser. NOT REMOVE PER ENT [] Employee STARCHED INDEXED RECHARGEZED Date -1026 To , initials of Clerk Date charged Employee -. . Location

FBI/DOJ

FD-302(rev.3-8-77)

#### FEDERAL BUREAU OF INVESTIGATION

Date of transcription 10/8/85

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Special Agents of the FEDERAL BUREAU OF INVESTIGATION (FBI), pursuant to a search warrant for RALPH GARNER ASSOCIATES, INCORPORATED (RGAI), Seventh Floor, 460 Park Avenue South, New York, New York, entered the above-mentioned premises at Photographs were taken before the search was conducted, 9:42 A.M. and at the conclusion of the search by FBI Photographer b6 b7C Also assisting in the search of RGAI was a Computer Expert, with the COMPUTER ADVISORY GROUP, 3401 West Sunflower Avenue, Suite 100, Santa Ana, California, telephone number Upon the conclusion of this search, copies of the search warrant and inventory seized were left with and b6

employees of RGAI.

The premises were vacated by Bureau Agents at 1:40 P.M.

Interviewed on 10/2/85 at New York, New York File # NY 28G-2243 4ad b6 Date Dictated 10/7/85 By SAS b7C /JFC/aje and

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

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#### FEDERAL BUREAU OF INVESTIGATION

Date of transcription 10/8/85

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Special Agent (SA) personally visited the Seventh Floor of 460 Park Avenue South, New York, New York. This floor was solely occupied by RALPH GARNER ASSOCIATES, INCORPORATED (RGAI).

Inter	viewed or	10/1/85	at New	v York,	New York	Fil	<u>le </u> 1 NY 28G	-2243	
By SA			∕aje			Dat	te <u>Dictated</u>	10/7/85	b6 b7С
Thie	document	contains	neither	recomm	endations	nor co	onclusions	of the FBI.	

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#### FEDERAL BUREAU OF INVESTIGATION

Date of transcription 10/8/85	
<u>1</u>	
RALPH GARNER ASSOCIATES, INCORPORATED (RGAI), residing at	Ъ6 Ъ7С
advised that he had been employed by RGAI since advised that is also employed by RGAI since	Ь6 Ь7С
advised that the VERSACOMP PROGRAM had been utilized by RGAI before he began his employment with the firm. advised that he assists in the writing of VERSAMCOMP's PROGRAMS.	Ъ6 Ъ7С
stated that informed him that he did not have the license to use the VERSACOMP PROGRAM, but he was in the process of obtaining a licensing agreement. advised that this agreement would be signed shortly.	Ь6 Ь7С
advised that had obtained the VERSACOMP PROGRAM from the INSTITUTE OF SCIENTIFIC INFORMATION (ISI).	Ъ6 Ъ7С
advised that in order to use the VERSACOMP PROGRAM, he would have to change the identification number of the Central Processing Unit on a daily basisadvised that explained this procedure to him.	Ь6 Ь7С

Interviewed on 10/2/85	at New York, New York	<u>File</u> # NY 28G-2243
By SA	/aje	Date Dictated 10/7/85

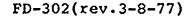
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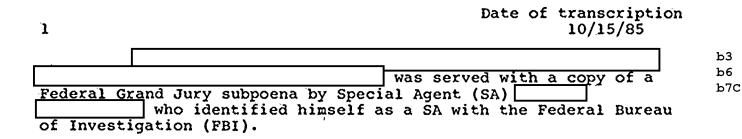
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#### FEDERAL BUREAU OF INVESTIGATION



 Investigation on 10/11/85 at New York, New York
 File # NY 28F-2243

 Av
 Av

 By SA
 Date Dictated 10/11/85

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

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JFC:aje <u>1</u> NY 28G-2243

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free.

The following full-time employee information for RALPH GARNER ASSOCIATES, INCORPORATED (RGAI) was obtained on October 2, 1985, by FEDERAL BUREAU OF INVESTIGATION (FBI) Agents during a search warrant at 460 Park Avenue South, New York, New York:

warrant. Home telephone number b 3. employed b since 4. b 5. b	I.     was not present during search warrant.       Home telephone number     work telephone number       and	Ь6 Ь70
since employed b	warrant. Home telephone number	b6 b70
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home telephone number		ьо b7
	home telephone number	107

288-903-27

TOP       SUPPORTION       Support of MATTER         Image: Construction of the second s	. United States District Court	DISTRICT EASTERN DISTRICT OF PENNSYLVANIA
Image: Constraint of Object         YOU ARE HEREBY COMMANDED to appear in the United States District Court at the location, date and time specified below to testify before the Grand Jury in the above entitled case.         Price         The Grand Jury Witness Room (4322)         601 Market Street, U.S. Courthouse         Philadelphia, PA         19106         YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s): <sup>(7)</sup> ANY AND ALL DOCUMENTS LISTED ON THE ATTACHMENT TO THIS SUBPOENA.         Image: Plazes see additional information on reverse         This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.         This subpoena is issued on application of the United States of America by:         This subpoena is issued on application of the United States of America by:	10:	SUBPOENA FOR
YOU ARE HEREBY COMMANDED to appear in the United States District Court at the location, date and time specified below to testify before the Grand Jury in the above entitled case.         PLACE       COUTIRDOW         The Grand Jury Witness Room (4322)       DATE AND TME         Filladelphia, PA       19106         YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s). <sup>(1)</sup> ANY AND ALL DOCUMENTS LISTED ON THE ATTACHMENT TO THIS SUBPOENA.         Image: Provide the state of the court on reverse         This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.         ERR         END DEPUTY CLEAR         This subpoena is issued on application of the United States of America by:         This subpoena is issued on application of the United States of America by:		🗆 Person
date and time specified below to testify before the Grand Jury in the above entitled case.         FLACE         The Grand Jury Witness Room (4322)         601 Market Street, U.S. Courthouse         Philadelphia, PA 19106         VOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s): <sup>(1)</sup> ANY AND ALL DOCUMENTS LISTED ON THE ATTACHMENT TO THIS SUBPOENA.         Image: Definition of the court         Image: Definition of the court of the court of the court of the court.         This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.         Image: Definition of the court.         Image: Definition of the court.         Image: Definition of the United States of America by:         Image: Definition of the United States of America by:         Image: Definition of the United States of America by:         Image: Definition of the United States of America by:         Image: Definition of the United States of America by:         Image: Definition of the United States of America by:         Image: Definition of the United States of America by:         Image: Definition of the United States of America by:         Image: Definition of the United States of America by:         Image: Definition of the United States of America by:         Image: Definition of the United States of America by:		, & Document or Object
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601 Market Street, U.S. Courthouse Philadelphia, PA       DATE AND TIME         YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s). <sup>(1)</sup> ANY AND ALL DOCUMENTS LISTED ON THE ATTACHMENT TO THIS SUBPOENA.         ANY AND ALL DOCUMENTS LISTED ON THE ATTACHMENT TO THIS SUBPOENA.         Image: Annother the attachment of the attachment of the subpoend and information on reverse         Image: Annother the attachment of the court.         Image: Annother the attachment of th	PLACE	COURTROOM
601 Market Street, U.S. Courthouse Philadelphia, PA       DATE AND TIME         YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s). <sup>(1)</sup> ANY AND ALL DOCUMENTS LISTED ON THE ATTACHMENT TO THIS SUBPOENA.         ANY AND ALL DOCUMENTS LISTED ON THE ATTACHMENT TO THIS SUBPOENA.         Image: Annother the attachment of the attachment of the subpoend and information on reverse         Image: Annother the attachment of the court.         Image: Annother the attachment of th	The Grand Jury Witness Room (4322)	
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ANY AND ALL DOCUMENTS LISTED ON THE ATTACHMENT TO THIS SUBPOENA.	Philadelphia, PA 19106	
ANY AND ALL DOCUMENTS LISTED ON THE ATTACHMENT TO THIS SUBPOENA.		
Please see additional information on reverse  This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.  XERK BYD DEPUTY CLERK  This subpoena is issued on application of the United States of America by:  NAME ADDRESS AND PHONE NUMBER OF ASSISTANT US ATTORNEY Assistant U.S. Atty for ED of PA Assistant U.S. Atty for ED of PA Room 3310, U.S. Courthouse G01 Market Street Philadelphia, PA 19106	YOU ARE ALSO COMMANDED to bring	with you the following document(s) or object(s): <sup>(1)</sup>
Please see additional information on reverse  This subpoend shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.  XERK  PRI DEFUTY CLERK  This subpoend is issued on application of the United States of America by:  NAME ADDRESS AND PHONE NUMBER OF ASSISTANT US ATTORNEY Assistant U.S. Atty for ED of PA Assistant U.S. Atty for ED of PA Room 3310, U.S. Courthouse G01 Market Street Philadelphia, PA 19106	ANY AND ALL DOCUMENTO LEGADD ON T	
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This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.         DATE         Atte         ID/1/85         BYD DEPUTY CLERK         DATE         ID/1/85         This subpoena is issued on application of the United States of America by:         Atty for ED of PA         Room 3310, U.S. Courthouse         601 Market Street         Philadelphia, PA		
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officer acting on behalf of the court.         DATE         DATE         ID/1/85	U Please see additional information on reverse	
officer acting on behalf of the court.		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Date       Date         Induct for the United States of America by:       NAME ADDRESS AND PHONE NUMBER OF ASSISTANT US ATTORNEY         Atty for ED of PA       Assistant U.S.         Atty for ED of PA       Room 3310, U.S. Courthouse         601 Market Street       Philadelphia, PA		I you are granted leave to depart by the court or by an
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This subpoena is issued on application of the United States of America by: Atty for ED of PA Room 3310, U.S. Courthouse 601 Market Street Philadelphia, PA 19106	BY) DEPUTY CLERK	10/1/85
This subpoena is issued on application of the United States of America by: Atty for ED of PA Room 3310, U.S. Courthouse 601 Market Street Philadelphia, PA 19106		
This subpoena is issued on application       Atty for ED of PA         of the United States of America by:       Room 3310, U.S. Courthouse         601 Market Street       Philadelphia, PA         19106       19106		
601 Market Street Philadelphia, PA 19106		Atty for ED of PA
Philadelphia, PA 19106	of the United States of America by:	
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				RETURN C	OF SERVICE <sup>(2)</sup>				
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ĭ	Ideclare	under penalty	of periury und	er the laws of	the United State		hat the forego	ing information	
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and microspectropy need not be tendered to the witness upon service of a subpoend issued on behalf of the United States or an officer or agency thereof (Rule 45(c), Federal Rules of Crist Procedure, Rule 17(d), Federal Rules of Criminal Procedure) or on behalf of certain indigent parties and criminal defendents who are unable to pay such costs (28 U S C, 1825, Rule 17(b) Federal Rules of Criminal Procedure). • • **.** 

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UNITED STATÉS DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION

#### AIRTEL

OCT 29, 1985 DATE:

TO

FROM : ADIC, NEW YORK (28G-2243)(R)

SUBJECT: EUGENE GARFIELD, dba INSTITUTE FOR SCIENTIFIC INFORMATION, 3501 MARKET STREET, PHILADELPHIA, PA. dba RALPH GARNER ASSOCIATES, INC., 460 PARK AVENUE SO. NEW YORK, NEW YORK; PAGE TECH, INC. 2524 TOWNSGATE ROAD, SUITE H, WESTGATE VILLAGE, CALIFORNIA - VICTIM COPMAT ITSP OO:PH

: SAC, PHILADELPHIA (286-909 SQ-7)

RePHtel to NY, 9/30/85.

Enclosed for Philadelphia is an

copies of FD-302s and one investigative insert. Also enclosed are photographs taken during the search of

Since New York Division has no further investigation to conduct at this time, this matter is being placed in an RUC status.

Philadelphia (encls. 1-New York

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#### FD-302 (REV. 3-10-82)

#### FEDERAL BUREAU OF INVESTIGATION

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10/2/85

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Date of transcription

AND SEIGLER, 2400 Cain Tower, Peachtree Center, 229 Peachtree Street, Northeast, Atlanta, Georgia, (telephone \_\_\_\_\_\_ advised that his firm represents PAGETEC INC. (PI), 2524 Townsgate Road, Suite H, Westlake Villiage, California.

provided a photocopy of a letter dated July 23, 1985 on the letterhead of PI addressed to \_\_\_\_\_\_ of the INSTITUTE b7C FOR SCIENTIFIC INFORMATION (ISI), 3501 Market Street, Philadelphia, Pennsylvania (PA). Attached to this is a photocopy of a document titled "Program License Agreement", an agreement between PI and ISI.

advised that this agreement is not the one mailed with the letter dated July 23, 1985, but is the agreement between PI and ISI by which ISI is presently using a computer software package called "Versacomp" developed by PI.

Investigation on 9/23/85	"Philadelphia,	Pennsylvania	Philadelphia 28G-903 (SQ7)	30
by SA	nab XXX	Date dictated9/	27/85	Ь6 Ь7С

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#### **FEDERAL BUREAU OF INVESTIGATION**

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#### 10/4/85

Date of transcription\_\_\_\_

SA	9/30/85	k k
vestigation on9/24/85at Philadelphia, Pennsylvania(telephonic)Oink	PHILADELPHIA 28G-903 (SQ7)	8/
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that he knew of a company in New Yor using an unauthorized copy of VERSACOMP, but the name of that company.	k which was declined to say	
company called	ked for a had told	
is self-employed and in his business i VERSACOMP package for customers of the seller of the p does business as		]
business at and was apprised of the offic the interviewing agent as a Special Agent (SA) of the OF INVESTIGATION (FBI) and that SA was interes knew about the unauthorized use of a computer so called VERSACOMP thereafter provided the follo information:	FEDERAL BUREAU ted in what ftware package	]
was telephonically contacted at	his place of	]

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#### FEDERAL BUREAU OF INVESTIGATION

#### 10/4/85

Date of transcription	
was telephonically contacted at his hotel room in         and apprised of the official identity of the         interviewing agent as a Special Agent (SA) of the FEDERAL BUREAU OF         INVESTIGATION (FBI) and that SA         was interested in what         knew about the unauthorized use of a computer software package called         VERSACOMP.       provided the following information:	Ъ6 Ъ70
for PAGE TECH, INC., and sells VERSACOMP license agreements.	Ъ6 Ъ70
is an employee of one of customers, About June of 1985, heard from that a company called RALPH GARNER ASSOCIATES (RGA) in New York had a copy of VERSACOMP. had not sold a license to RGA.	Ъ6 Ъ70
toldthat hehad heard this fromsaid that hehad heard fromthat the software package, VERSACOMP, was on a particularcomputer at RGA-either an IBM 4341 or 4331, the exact model unrecalledby-and that the computer was owned by a company whose name beganwith the word "FACTS."did not recall the entire name of thiscommpany, but suggested "FACTS IN LIFE" as one possibility	Ъ6 Ъ70
advised that about two weeks prior to this interview,         he       to RGA. The         employee's name was       last name unrecalled, but       thought that         it might be something like       (phonetic). While on the subway,         had told either       or one of       programmers that         he,       liked working with VERSACOMP, as       was told by	Ъ6 Ъ70
pHILADELPHIA 9/24/85 Philadelphia, Pennsylvania 28G-903 (SQ7) 3 restigation on	12
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PH 28E-903 (SQ7)						r
Continuation of FD-302 of		 , On	9/24/85	, , Page	2	b6 • b7С

was also of the belief that the computer in question was in the offices of "FACTS".

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#### FEDERAL BUREAU OF INVESTIGATION

-1-

Date of transcription 10/4/85

A telephone call was placed to the offices of MICRO PRO INTERNATIONAL (MPI) at the number for the office of MPI'S Legal Counsel. A female, first name who declined to give her last name, was apprised of the official identity of **b**6 the calling agent as a Special Agent (SA) of the FEDERAL BUREAU OF b7C INVESTIGATION (FBI) in Philadelphia, Pennsylvania (PA). was informed that the FBI was investigating an allegation of unauthorized copies of a computer program called WORDSTAR, which is marketed by MPI, by a company called INSTITUTE FOR SCIENTIFIC INFORMATION (ISI) in Philadelphia. advised that supervisor, was out of town until September 26, 1985, but provided the following information:

WORDSTAR is copyrighted, and the diskettes upon which it is carried and sold are easily recognizable because "WORDSTAR" appears on the label on them. It is distributed in a transparent plastic "shrink wrap." Within this shrink wrap, visible from the outside, is a piece of paper with a warning. The warning instructs the reader to read it before opening it, and advises the reader that by opening the package, the reader agrees to the terms of an agreement which also appears on this paper. Among other things, the agreement prohobits that copies of WORDSTAR be made without the written permission of MPI, and that to do so is a crime.

Investigation on	9/24/85	"Philadelphia,	Pennsylvania	Philadelphia 28G-903 (SQ7)	33
by SA		nab	Date dictated 9/3(	)/85	Ъ6 Ъ7С

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#### FEDERAL BUREAU OF INVESTIGATION

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Date of transcription	
MICRO PAD INTERNATIONAL, INC. (MPI), 33 San Pablo Avenue. San Raphael, California, was telephonically contacted at and apprised of the official identity of the calling agent as a Special Agent (SA) of the FEDERAL BUREAU OF INVESTIGATION (FBI), in Philadelphia, Pennsylvania (PA).	Ь6 Ь7С
Reference was made by SA to a letter recently describing the	Ь6 Ь7С
agreement which had been described to SA by one of	Ъ7D
advised that WORDSTAR had been marketed by MPI with such shink-wrap agreements until about nine months to a year ago.	Ъ6 Ъ7С
advised that the diskette containing WORDSTAR is now packaged in a sealed pouch. The pouch, and the agreement prohibiting that copies be made without written permission, are inside the shrink-wrap. The seal on the puch has a warning to the purchaser to examine the agreement before breaking the seal and instructs the purchaser to send the pouch back with the seal unbroken for a refund if the terms of this agreement are unacceptable to the purchaser.	Ь6 Ь7С
added that some customers have obtained special permission from MPI to make copies of WORDSTAR other than just' "backup" copies for specified work sites. did not say whether ISI had such permission.	Ъ6 ₋Ъ7С
Philadelphi 9/26/85 at Philadelphia, Pennsylvania 28G-903 (SC	a <b>34</b> 27)
SA nab 10/1/85	Ь6
by SA Date dictated 10/1/03	Ъ0 Ъ7С

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FD-302 (REV. 3-10-82)

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#### FEDERAL BUREAU OF INVESTIGATION

#### 10/9/85

**Date of transcription\_** 

An inquiry was made of directory assistance at 1-212-555-1212. No listing could be found for a company called "FACTS IN LIFE" at 860 Park Avenue, either north or south, in the Borough of Manhattan, New York, New York, nor for any other company with a name beginning with the word "FACTS".

A telephone call was placed at 1-212-683-2244. A female voice answered, "FACTS ON FILE". In response to inquiry, she said that FACTS ON FILE is located on the 8th Floor of 460 Park Avenue South, near the corner of 31st and Park.

A telephone call was placed at 1-212-683-2244. A female voice answered "RALPH GARNER ASSOCIATES", but refused to give the location off the business enterprise.

Investigation on	9/30/85	Philadelphia,	Pennsylvania	PHILADELPHIA 28G-903 (SQ7)	z5
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#### FEDERAL BUREAU OF INVESTIGATION

#### 10/9/85

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Date of transcription\_\_\_\_\_

MICRO PRO INTERNATIONAL (MPI), 33 San Pablo Avenue, San Raphael, California, was telephonically contacted at his place of business at 415-499-4061. Having been previously apprised of the official identity of the calling agent as a Special Agent (SA) of the FEDERAL BUREAU OF INVESTIGATION (FBI), was asked about the diskettes upon which a computer program marketed by MPI under the name "WORDSTAR" was distributed, and about the user's manual for WORDSTAR.

advised that WORDSTAR is sold mostly on 8" and 5 b6 and 1/4" diskettes and possibly some on 3 and 1/2" diskettes. The b7C diskette cover has a MPI label with WORDSTAR appearing on it as well as a serial number.

advised that the user's manuals sold for WORDSTAR since 1982 have been a black three hole loose-leaf binder in a box measuring about 8 and 1/4" x 10" x 2 and 1/4". The manual is copyrighted and has WORDSTAR in red letters on its spine. said that the user's ability to operate WORDSTAR without the manual depends upon the user's proficiency.

Investigation on,	9/30/85	Philadelphia, Pennsylvania.	PHILADELPHIA 28G-903 (SQ7)	Yo
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#### FD-302 (REV. 3-10-82)

#### FEDERAL BUREAU OF INVESTIGATION

10/11/85

Date of transcription\_\_\_\_

An inquiry was made of directory assistance in Philadelphia, Pennsylvania (PA) for the telephone number of the INSTITUTE FOR SCIENTIFIC INFORMATION (ISI). The number given was 386-0100.

A telephone call was placed at 386-0100. A female voice answered, "ISI". Upon inquiry she confirmed that the name of the institution was "INSTITUTE FOR SCIENTIFIC INFORMATION (ISI)". Upon further inquiry, she advised that the address of ISI was 3501 Market Street, which was on the left (or north) side of the street as one faces toward downtown. She said the building can be described as a four-story red brick building with an orange and white brick design and "ISI" on the front.

Investigation on	10/1/85	Philadelphia, Penns	PHILADELPHIA 28G-903 (SQ7)	3
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#### FEDERAL BUREAU OF INVESTIGATION

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Date of transcription	
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	<sup>6</sup> Ъ7С
was telephonically contacted at Having	b7D
been previously apprised of the official identity of the calling agent	
as a Special Agent (SA) of the FEDERAL BUREAU OF INVESTIGATION (FBI),	
thereafter provided the following information:	
chereatter provided the following information.	
On the first floor there is a security desk. Past the	
security desk there is a set of double doors. Through the double	
doors one enters an open bay with cubicles. In the open bay as one	
stands at the double doors; the Human Resources Department is to the	
left; to the right is the Word Processing Department; and the Data	
Processing Department is immediately ahead in the middle. Copies of	
WORDSTAR could be found in the Data Processing Department. Several	
ISI employees, including and	b6
will have copies at their desks there.	b7C
On the third floor is the Editorial Services Department	
wherein most of the copies of WORDSTAR will be found. The Editorial	
Services Department is also an open bay with cubicles and takes up	
almost the entire floor. As one exits the elevator on the third floor	
and walks to the right about ten to fifteen feet, the office of EUGENE	
GARFIELD, President of ISI, is on the left. If one turns right again,	
rather than toward GARFIELD'S office, and walks to the end of a	
hallway, there is a low counter. Past this counter is a six foot	b6
partition wall enclosing the office of wherein	ьо b7C
would be a copy of WORDSTAR. To the left from there is the Editorial Services Department. There can be found employees, their	_D/C
personal computers, and more copies of WORDSTAR.	
personal computers, and note copies of wordstar.	
advised that the above described floor plan	b6
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PHILADELPHIA 10/1/85 Philadelphia, Pennsylvania 28G-903 (SQ7)	5D
Investigation on 10/1/85 Philadelphia, Pennsylvania 28G-903 (SQ7)	
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by SA nab Date dictated 10/7/85	b7C

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#### FEDERAL BUREAU OF INVESTIGATION

11/1/85

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and Assistant United States Attorney was apprised of the official identiti		
as a Special Agent (SA) of the FEDERAL BUREAU ( FBI) and of as an AUSA.		
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OR SCIENTIFIC INFORMATION (ISI), 3501 Market Street, F	hiladelphia,	•
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	in the business	
f publishing a weekly index of articles written on var ubjects, and has data processing facilities which it u		
hat index.		
There is a firm called RALPH GARNER ASSOCIATE		
60 Park Avenue South, 7th Floor, New York, New York, 1		
60 Park Avenue South, 7th Floor, New York, New York, 1 bout 1967, with which ISI occasionally did business. eleived that the	ncorporated	
60 Park Avenue South, 7th Floor, New York, New York, 5 bout 1967, with which ISI occasionally did business. eleived that the f GARFIELD. RGA provides word processing services for	its primary	
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FD-302a (Rev. 11-15-83)

PH 28G-903 (SQ7)

Continuation of FD-302 of ....

There is a firm called PAGETEC, INC. (PI), 2524 Townsgate Road, Suite H, Westlake Village, California, with which ISI has also done business. PI sold to ISI a license to use a computer software package called VERSACOMP for \$48,000. VERSACOMP is a very powerful set of computer programs designed to arrange composition (i.e. prose) to suit the needs of a publisher when laying out an article to be The license agreement prohibits the use of printed in a publication. VERSACOMP on any other machine other than the one for which the license is obtained. In order to protect against such unauthorized use, PI encodes into the copy of VERSACOMP the unique central processing unit (CPU) identification number (ID) of the computer for The CPU ID of the computer is encoded by the which it is licensed. manufacturer of the computer into a set of programs in the computer called the operating system. If the CPU ID encoded into the copy of VERSACOMP does not match that in the computer's operating system, then VERSACOMP is designed not to run.

There is also a word-processing computer program marketed under the name of WORDSTAR designed for use with small home computers. ISI had occasion to use WORDSTAR on INTERNATIONAL BUSINESS MACHINES, INC. (IBM) Personal Computers (PCs) in its course of business. WORDSTAR is developed and marketed by MICRO PRO INTERNATIONAL (MPI) in San Raphael, California, and can be purchased on floppy diskettes for a couple of hundred dollars per copy in computer stores. WORDSTAR is copyrighted and purchasers are prohibited from making copies of it for more machines in what is called a shrink-wrap agreement.

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Page

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PH 28G-903 (SQ	7)	
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ion of FD-302 of		9/23/85 3
at ISI,		that ISI'S software was
being used else		
expense reports such trips. Fi	uperiors, after the fact, s were also submitted for rom this trip report,	were used by ISI employees to of business trips and weekly reimbursement of expenses on
	ACOMP software on RGA'S c	
	installation of	VERSACOMP on RGA'S computer.
After	r seeing	
	ARFIELD that this activit reement with PI, but that	y was not in accordance with GARFIELD wanted it done
anyway.		

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9/23/85 4 b6	
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There is a sign on the door, "RALPH GARNER AND ASSOCIATES". Inside	
and to the right is a reception desk beyond which is office. Straight ahead it is somewhat disorganized and there are about six	
employees. To the left there is an IBM 4331 computer with a copy of	
VERSACOMP in it. The VERSACOMP would be in "assembler" language, a	
type of computer language, on magnetic disks contained in disk drives. There are four such disk drives, which look like cabinets about 30	
inches in height and about 18 inches square. The CPU ID in the	
computer's operating system could be found by using a computer instruction to print it out. The CPU ID should also be on a plate on	
the machine and in a lease agreement. There would probably be a	
"back-up" copy of VERSACOMP on magnetic tape somewhere at RGA in case the information in the computer damaged. There wold also be copies of	
VERSACOMP user's manuals in the computer area. A computer operator	
who knows what he is doing could find VERSACOMP on the computer easily, and could print it out in about one hour, and erase it in	
about one half hour.	
b6	
b7	
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RGA letterhead and signature of of ISI; a	
hand drawn map of the RGA office; and a sample blank ISI weekly expense report. (Some employees have submitted expense reports for	
trips to New York to work on VERSACOMP, and these expense reports	
would be on file at ISI with the purpose of the trip at the top of the report.)	
that GARFIELD lived in the b6SOCIETY HILL TOWERS in Philadelphia, PA,also believed thatb7	
ISI had changed the CPU ID in their computer since	

### FEDERAL BUREAU OF INVESTIGATION

-1-

10/4/85 **Date of transcription b6** b7C Having b7D been previously apprised of the official identity of the calling agent as a Special Agent (SA) of the FEDERAL BUREAU OF INVESTIGATION (FBI), a result of at the INSTITUTE FOR SCIENTIFIC INFORMATION (ISI), 3501 Market Street, Philadelphia, PA, and i certain items relating to RALPH GARNER ASSOCIATES, INC. (RGA), 460 Park Avenue South, New York, New York. **b6** that when 19 new INTERNATIONAL BUSINESS b7C MACHINES, INC. (IBM) personal computers (PC) were ordered by ISI, that ISI was not in possession of enough copies of  $^{\rm b7D}$ a computer program called "WORDSTAR" to go with each new PC. For this reason, L of WORDSTAR, but was told about this, but only got elusive answers. that copies of WORDSTAR were being made at ISI. saw that the diskettes used at ISI with WORDSTAR on them were not the originals on which he knew WORDSTAR to be sold. knew that ISI did not have 19 originals of WORDSTAR, and knew that ISI did not purchase any while he was there, because all There were 19 PC's on the third floor of ISI'S building, and 5 more in Withe data processing department on the first floor. b6 said that the computer at RGA is equipped with an h7C IBM 1403 printer which used standard IBM paper. In the computer room at RGA would be punched IBM cards with JOB CONTROL LANGUAGE b7D (JCL) on them which would identify a software package called "VERSACOMP". The employees at RGA could possibly have used program names for the VERSACOMP programs other than those used by the seller, but this is not likely. It would be a good idea to obtain a list of the computer files there. Regarding the abbreviation "WSI" as it appears on an RGA b6 b7C that it mean "word subject index." When asked what was meant on that report by "Instructions were left with them so that they could b7D Philadelphia Philadelphia, Pennsylvania 9/24/85 28G-903 (SQ7) Investigation on \_ 40 ንዕК b6 9/30/85 SA nab Date dictated b7C

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FD-302a (Rev. 11-15-83)	
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Continuation of FD-302 of, On9/24/85, Page2	b6 ⊷ b7C b7D
change the CPU ID in storage to allow the software to run", advised that steps were taken at RGA to overcome the defense designed to prevent running this VERSACOMP software package on another computer.	
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that the wrong date had been stamped on it by an ISI employee,	
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FEDERAL BUREAU OF INVESTIGATION

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Date of transcription	
was telephonically	
contacted at his place of business at and was informed .	
of the official identity of the interviewing agent as a Special Agent	
(SA) of the FEDERAL BUREAU OF INVESTIGATION (FBI). was told	1
that the inquiry pertained to what he knew about the	
inauthorized use of the computer software packaged called VERSACOMP	
and marketed by his company. thereafter provided the	
following information:	
received a phone call	
rom a an employee of one of PI'S customers,	
, and a	L
ourchaser of a license to operate VERSACOMP on a computer.	
inquired about the price of a second copy of VERSACOMP.	
responded that the price would be \$24,000 for a second system as opposed to the regular price of \$48,000	
cemote site, not an ISI company	1
aight have a problem with that. said that the <u>company was RALPH</u>	2
GARNER ASSOCIATES (RGA) in New York.   told   that	4
would have to check RGA out first to see whether they were	
In the composition business, as opposed to simply doing ISI'S work	,
only on a contract basis.	
The last inquiry had made of the second VERSACOMP	
package was on July 23, 1985. As a result of that conversation,	
mailed a licensing agreement to ISI including a request for	
a check.	
On called about another	
natter. Regarding that matter, told that	
previous inquiries about the second copy of VERSACOMP.	,
previous inquiries about the second copy of VERSACOMP.	
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previous inquiries about the second copy of VERSACOMP. sidestepped the quetion by saying that the controller was on vacation. On called regarding another matter. VERSACOMP was not discussed during that conversation. PHILADELPHIA 9/24/85 Philadelphia Pennsylvania 28F-903 (S07)	•
previous inquiries about the second copy of VERSACOMP. sidestepped the quetion by saying that the controller was on vacation. On called regarding another matter. VERSACOMP was not discussed during that conversation. PHILADELPHIA 9/24/85 Philadelphia Pennsylvania 28F-903 (S07)	•
previous inquiries about the second copy of VERSACOMP. sidestepped the quetion by saying that the controller was on vacation. On called regarding another matter. VERSACOMP was not discussed during that conversation. PHILADELPHIA	•

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	b6 b7С
On called regarding the same matter as was discussed on told that had not yet looked at the contracts about which inquired. VERSACOMP was not discussed.	Ъ6 Ъ7С
That was the last contact had with ISI as of this	Ъ6 Ъ7С

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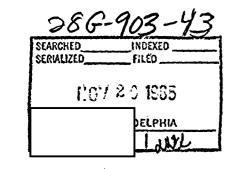
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# SCIENCE & GOVERNMENT REPORT

15th Year of Publication

The Independent Bulletin of Science Policy

Volume XV, Number 19

P.O. Box 6226A, Washington, D.C. 20015

November 15, 1985

**ISI Under Investigation** 

# FBI Raid, Software Piracy Jar Science Tabloid Plan

An \$18-million software piracy suit, a gangbustersstyle FBI raid, and a federal grand jury investigation of allegations of interstate transportation of stolen property have descended upon the Institute for Scientific Information (ISI) and its President and founder, Eugene Garfield, a pioneer and self-made millionaire in computerized retrieval and analysis of scientific literature.

The civil and criminal proceedings arise from charges that Garfield and ISI violated a software licensing agreement by copying a \$48,000 typesetting program, Versacomp, purchased by ISI from Page-

## *Q&A*, *Part 2: Keyworth Blasts SDI Critics as "Demagogues"*

The following concludes the interview that began in the last issue with White House Science Adviser George A. Keyworth II.

SGR. How do you feel about the SDI boycott by some university researchers?

Keyworth. I don't regard it as serious at all, because my understanding from a lot of academic sources is that it is not achieving wide and broadbased support. I think it began with some specific concerns about battle management and computer capabilities at the University of Illinois. It very rapidly became rather blatantly political. I know that a substantial number of people have signed it, but I don't think very many people whose own research opportunities or directions would in any way be affected by it.

SGR. Robert Sproull [former President of Rochester University] recently expressed concern to [SDI Director] General Abrahamson about some of the leading institutions being the centers of the boycott—Cornell, Illinois, MIT. He said they're the ones SDI really needs (SGR Vol. XV, No. 17).

Keyworth. There were stories some months ago that just because some researchers at MIT had taken some SDI funds, that was not to be treated as [indicating] institutional support for SDI. By the same token, some (Continued on page 4) tec, Inc., a California firm. They are accused of transferring the program to Ralph Garner Associates, a New York typesetting firm run by Garfield's halfbrother. ISI and Garner's firm have long maintained close business relations.

One of the side effects of these events is uncertainty about an altogether separate matter-advanced arrangements for an ISI partnership with the American subsidiary of the British weekly *The Economist* to publish an every-other-week tabloid for the scientific community. Titled *The Scientist*, and headquar-(*Continued on page 2*)

### In Brief

The American Association for the Advancement of Science advertised recently in the New York Times and Washington Post for a successor for Executive Officer William D. Carey, who's edging toward retirement after 10 years as the organization's top hired official. Names mentioned around AAAS corridors include Edward E. David Jr., a former AAAS President who recently stepped down as President of Exxon Research and Engineering, and Donald N. Langenberg, a AAAS Board member and Chancellor, University of Illinois, at Chicago. Carey says he's flexible about a departure date, but will probably be out by the May 1986 annual meeting.

As talk mounts of coming tough times for science budgets, pushers for the Superconducting Super Collider (SSC) are very touchy about price estimates for the proposed 60-miles-around accelerator. Last month Alvin Trivelpiece, Director of the Department of Energy's Office of Energy Research, testified on the SSC before the House Science and Technology Committee. The next day, SSC's public relations man, Wadsworthy Likely, phoned SGR to explain that Trivelpiece's mention of \$10 billion should not be misunderstood. The price tag, Likely insisted, remains at the originally stated \$4-6 billion.

White House Science Adviser George A. Keyworth II told SGR in a Q&A last issue that he spends "about 50 percent" of his time on the Strategic Defense Initiative. A staffer in his office says the correct figure is "at least 85 percent," and that SDI dominates Keyworth's agenda to the near-exclusion of anything else.



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# National Science Newspaper an Old Garfield Goal

The embryonic newspaper *The Scientist* is a product of an old yen by Eugene Garfield, founder and principal owner of the prosperous Institute for Scientific Information, and an interest in American publishing ventures on the part of the chiefs of Britain's distinguished news weekly, *The Economist*.

Garfield long ago was bitten by the rich man's bug for journalism. He's been talking about a national science newspaper for many years, and several years ago entered into a deal to explore the market in collaboration with *The Chronicle of Higher Education*. Following at least \$250,000 worth of market tests and preliminary designs, the nascent partnership dissolved. The *Chronicle* concluded that a market didn't exist; Garfield remained convinced that it did. He said he had ample money to back a venture, but he often complained that he couldn't find a manager to operate it for him.

Meanwhile, the London-based *Economist*, independently owned and published by a permanent trust run by establishment figures, was looking away from the sagging British economy for investment opportunities abroad. Nicholas Valery, a Briton fresh from 3 years as the *Economist's* Tokyo correspondent, arrived in the US in 1983 to spend a year at Harvard as a Nieman Fellow. While there, he explored the possibility of the *Economist*, through its American subsidiary, Economist Newspaper Group, Inc., purchasing the MIT alumni magazine, *Technology Review*, which was regarded as an attractive and underexploited advertising medium.

November 15, 1985

The plan was to relaunch the *Review* as a magazine that universities around the country could buy, add their own local material, and sell to their alumni, as well as outsiders. *Tech Review* staff members, unsympathetic to being acquired, inflammed alumni opposition to these predatory plans, and the deal was off.

The Economist's attention then turned to exploration of founding a new magazine, tentatively titled *Innovate*, which would aim to give business and industry early warning of important scientific and technological developments. Following assemblage of a prototype and market tests, the London-based board killed the venture as too risky.

Discussions with Garfield about his newspaper dream soon followed, and led to the Economist ac-(Continued on page 3)

# . . Seized Unauthorized Software in Raid, FBI Agent Says

### (Continued from page 1)

tered in Washington, the long-planned publication is still scheduled to issue a prototype in late January and to go to a regular publication schedule in March.

But, according to Nicholas Valery, a veteran *Econo*mist correspondent who is the architect and manager of the new paper, the Board of the *Economist* has said, "'Let's put this thing on hold until we have a clearer picture of what Garfield's problems are.' "Valery added that "if it looks like it will become an E. F. Hutton, we'll pull out"—a reference to the legal scandals currently surrounding the big Wall Street brokerage firm.

Garfield's office referred SGR's inquiries to Valery, who expressed the opinion that regardless of whether the *Economist* stuck with the newspaper venture, Garfield would go ahead with it. "Gene's been thinking about this for 25 years," Valery said.

FBI agents, bearing search warrants obtained following a tip by a former ISI employe, suddenly hit the ISI building in Philadelphia and Garner's firm in New York City on October 2. In the Philadelphia raid, they are reported to have ordered the main-entrance receptionist to remain silent while they sped to the data-processing department and rummaged for evidence.

FBI Supervisory Special Agent Joseph Gosseaux told SGR that the raiders found "a number" of unauthorized copies of Micropro's Wordstar programs on ISI premises, and an unauthorized copy of Pagetec's Versacomp in Garner's shop. At both locations, he said, the agents carried off the programs.

According to a report in the *Philadelphia Inquirer*, the raid followed a tip from Robert J. Campbell, Assistant Vice President of Data Processing at ISI from October 1984 to June 1985. The *Inquirer* reported that Campbell stated in an affidavit that ISI programmers devoted "several days" to breaking the security code designed to prevent use of Versacomp on systems not licensed by Pagetec.

The day after the raid, Pagetec filed suit against ISI, seeking damages for alleged violation of the licensing agreement. A hearing on a preliminary injunction calling for the return of the Pagetec software was scheduled in Federal District Court for November 13-14 (after press time for this issue of SGR.) Attorney Robert Branson, who is representing Garfield and ISI, told SGR that he thinks the case "can be settled in 2 to 4 weeks." But lawyers familiar with such proceedings said that such speed would be unusual.

Meanwhile, the case has been referred to a federal grand jury. FBI Agent Gosseaux told SGR that the grand jury is looking into charges of interstate transportation of stolen property, copyright violation, "and possibly mail fraud." All are felonies and can carry penalties of fines and imprisonment.—DSG

### November 15, 1985

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### SCIENCE & GOVERNMENT REPORT-3

# AAAS Magazine's Market Targeted by New Paper

### (Continued from page 2)

cepting Valery's proposal for a study of editorial formula, circulation and advertising potential. With \$78,000 from ISI and \$68,000 from the Economist. the explorations were conducted from March through August of this year. The conclusion was that a good market existed for an upscale, smartly produced every-other-week newspaper confined to news and commentary about the politics and economics of science; it would not get involved with substantive scientific matters.

Particular attention was focused on the market for classified scientific recruiting advertising. Estimated by Valery at \$20 million a year nationwide, these ads gravitate to a variety of major newspapers and professional publications, with about half the dollar volume shared by the New York Times, Boston Globe, Washington Post, Chicago Sun Times, Los Angeles Times, and the San Francisco Chronicle. Most of the balance goes to Science, Chemical & Engineering News, and Physics Today.

Valery concluded that the dispersal reflected the American market's lack of a single outstanding medium for recruiting ads, such as Britain's New Scientist, which dominates scientific recruiting ads in the UK. It was further concluded that with only a small slice of the total classified volume, a new scientific newspaper would be economically viable.

On the question of whose exisiting share would be targeted, Valery told SGR, "If there's any competition for ads and reading time, it's Science," the weekly of the American Association for the Advancement of Science. The perception of market share waiting to be taken arises from the widely held view that Science went into the doldrums during the overly long reign of its previous editor, Philip Abelson, and that it doesn't appear to be editorially improving under his successor, parttime editor Daniel Koshland Jr. In terms of competitiveness on the business front, the magazine does not display a tigerish spirit.

For startup circulation, the new newspaper would take a one-year piggyback on 27,000 "upscale" read-

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ers culled from the subscribers to the ISI series of Current Contents publications. At the end of the year, they'd be invited to become paid up subscribers. At the same time, a nationwide mail campaign would be conducted to attract additional subscribers. The aims were modest-just 46,000 readers by the end of the 4th year. But the marketing strategy called for them to be very desirable readers in terms of income and professional status. At the Economist, the venture was seen as a testing ground for possibly starting other specialized publications aimed at professional groups in the US.

On September 24, just a week before the FBI barged into Garfield's building, the ISI board formally approved plans to enter into a partnership with the Economist for publication of Garfield's longdreamed-of paper-for which the name The Scientist had finally been settled on. By coincidence, the Economist's board met in London on that same date and approved the deal.

It called for a startup fund of \$3 million to be available over 5 years, with ISI putting up 60 percent. the Economist 40 percent. Garfield would be President of the partnership, and Valery would be General Manager. The FBI struck while the collaboration was held together by a letter of intent, pending signing of a partnership contract-which remains unsigned while the Economist waits for the legal dust to settle.

In expectation of approval, office space was rented in downtown Washington, and the first staff hirings were made: Tabitha Powledge, an experienced science writer, who will be Editor-in-Chief, and Michael Baer, a specialist in classified advertising, who will be Advertising Director.

Valery says that, pending resolution of ISI's legal difficulties, he has been instructed by London to stay with the project but not to spend any more Economist money on it. ISI funds continue to be available for startup preparations, he said, and the newspaper project is proceeding with plans for a prototype issue at the end of January and biweekly publication starting in March.

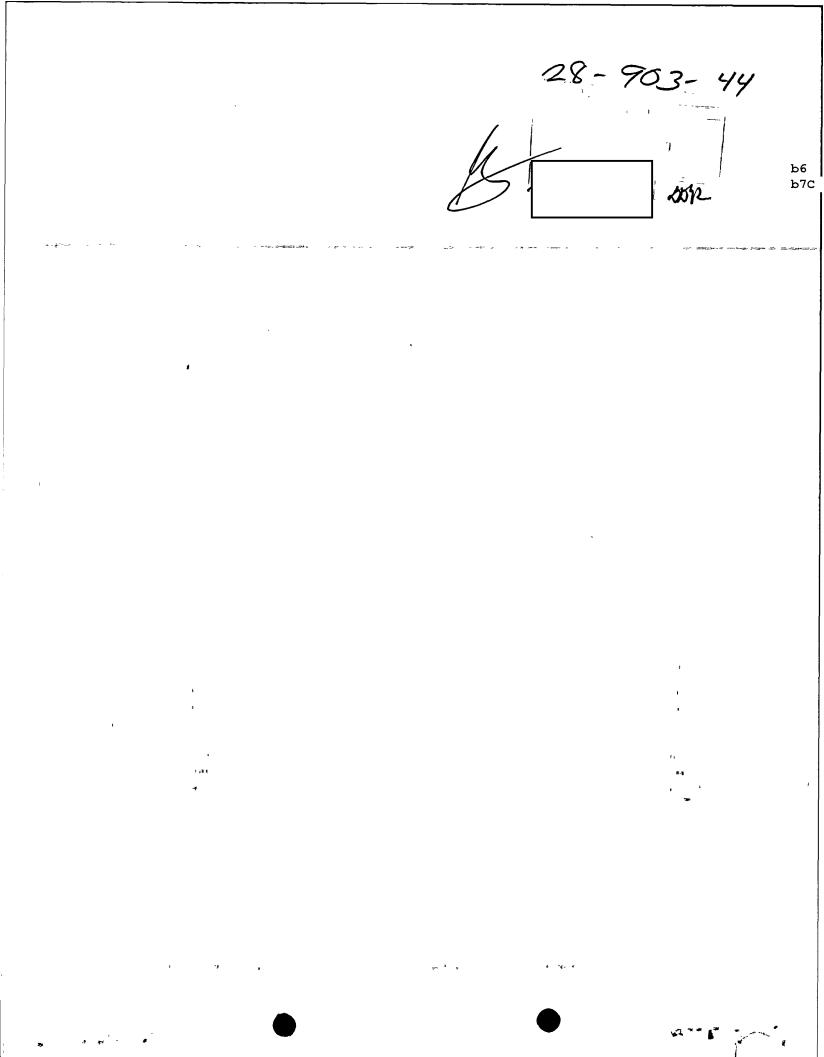
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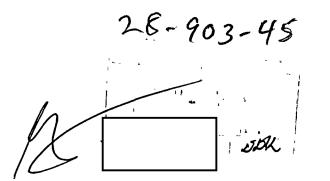
### Francois Seguier (Paris); Ros Herman (London)

Independently published by Science & Government Report. Inc., twice monthly, except once each in January, July, August, and September, Annual subscription: Institutions, \$185.00 (two years, \$325.00). Information about bulk and individual rates upon request. Editorial offices at 3736 Kanawha St. N.W., Washington, DC 20015, Tel. (202) 244-4135. Second-class postage at Washington, D.C. Please address all subscription correspondence to Box 6226A. Northwest Station, Washington, DC 20015. Reproduction without permission is prohibited. SGR is available on Xerox University Microfilms. Claims for invited both interest with the filted without charge if much a discussed of publication date. missing back issues will be filled without charge if made within six weeks of publication date.



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<b>United States District Court</b>	EASTERN D	ISTRICT OF PENNSYLVANIA	
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(2) As to who may serve a subpoena and the manner of its service see Rule 17(d), Federal Rules of Criminal Procedure, or Rule 45(c), Federal Rules of Civil Procedure (3) "Fees and mileage need not be tendered to the witness upon service of a subpoena issued on behalf of the United States or an officer or agency thereof (Rule 45(c), Federal Rules of Civil Procedure, Rule 17(d), Federal Rules of Criminal Procedure) or on behalf of certain indigent parties and criminal defendants who are unable to pay such costs (28 U S C, 1825, Rule 17(b) Federal Rules of Criminal Procedure)." 

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# UNITED STATES GOVERNMENT

DATE:11/22/85

ATTN OF SSA

SUBJECT: EUGENE GARFIELD, ET AL

28G-903 (SQ7)

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TO SAC, PHILADELPHIA (28G-903) (SQ7) (P)

### On 11/12/85. I telephonically spoke with b6 b7C was inquiring of me concerning the captioned investigation, having learned of same through other computer related publications. I provided him essentially the same general information that I have other reporters who have made inquiries concerning this case. I also suggested that he contact the U.S. Attorney's Office, Eastern District of Pennsylvania, for any additional information as to the prosecution in this case.

in the aforementioned publication and that a copy of same would be provided this Supervisor. Additionally, he requested that he be notified should an indictment be obtained and a press release made by this office in captioned matter. He provided his mailing address as

b6 b7C

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OPTIONAL FORM NO. 10 (REV. 1-80) GSA FPMR (41 CFR) 101-11.6 5010-114

(Mount Clipping in Space Below)

# **FBI Investigates ISI For Alleged Software Piracy**

# Civil law suit charges illegal duplication

The Institute for Scientific Information (ISI), the Philadelphia-based publisher and online database producer of scientific indexes and abstracts, and its president Eugene Garfield are currently under investigation by the FBI for allegedly copying and giving away an unauthorized \$48,000 photocomposition software program to Ralph Garner Associates, a New York photocomposition firm, in violation of copyright and interstate transportation of stolen property statutes. The firm also faces a civil law suit charging breach of contract by Pagetec Inc., the California software company that licensed its Versacomp program to ISI for restricted use,

FBI agents went into ISI headquarters in Philadelphia and Garner's New York office on October 2, 1985, with computer search warrants after allegedly receiving a tip from a former ISI employee that the firm was illegally duplicating both Versacomp and Micropro's WordStar programs.

According to Joseph Gosseaux,

supervisory special agent in the FBI's. Philadelphia office, "The matter is continuing to be investigated in concordance with the U.S. Attorney's office. Evidence will be presented to the Grand Jury in 30 to 90 days, and the Grand Jury will have to decide if it warrants indictment."

Robert S. Bramson, counsel for ISI and head of the computer law group at the Philadelphia firm of Schnader, Harrison, Segal, and Lewis, told *Information Today*, "The basic official position of the company is that it's only an investigation and we are cooperating in the investigation."

"As to the law suit," he added, "we are in the process of filing a general denial. The company is functioning 100 percent as usual and will continue to do so no matter what the outcome of the law suit."

When asked if the FBI was making a software piracy "test case" out of the ISI matter, Bramson stressed, "It's only an (continued on page 13)

(Indicate page, name of newspaper, city and state.) p. 1 INFORMATION TODAY LEARNED INFORMATION, INC. 143 OLD MARLITON PIKE, MARLITON, NJ Date: NOVEMBER, 1985 Edition:

THE EUGENE GARFIELD, ET AL

Character: COP MAT or Classification: Submitting Office: PHILADELPHIA

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## **ISI Investigated**

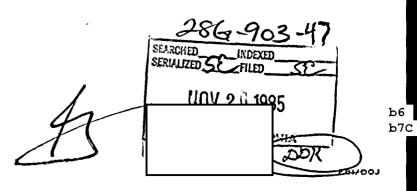
(continued from page 1)

investigation, it's hardly a case."

He did admit, however, that "to the best of my knowledge, there has been no investigation of this sort in the software area before and it's difficult to comment at this early stage if the outcome will be favorable to ISI."

As of this writing, the trial date had been set for November 13.

A news item by staff writer Andrea Knox in the October 24, 1985, edition of the *Philadelphia Inquirer* identified the former employee who turned over information to the FBI as Robert J. Campbell, who had served briefly as assistant vice president of data processing at ISI.



#### FD-302 (REV. 3-10-82)

### FEDERAL BUREAU OF INVESTIGATION

-1-

### 10/11/85

Date of transcription\_\_\_

The following observations were made of the computer room at RALPH GARNER ASSOCIATES (RGA), 460 Park Avenue South, 7th Floor, New York, New York.

As one enters the offices of RGA, a computer facility is visible through a glass wall ahead and to the left. As one walks forward and then faces left, there is visible a ramp leading up to a glass door approximately in the middle of the glass wall. The top of the ramp meets the floor of the computer room which is raised several inches above that of the rest of the office.

As one walks up the ramp and through the glass door, which opens outward, away from the computer room, a room approximately 30 feet by 40 feet is visible with several items of computer equipment. Forward and to the left is a table with two Cathude Ray Tubes (CRTs), which one can view by turning to the left, and a keyboard in front of each CRT. Further left of that table and up against the left wall are four tape drives. Immediately to the right and up against the glass wall is a card punch machine. Further ahead and to the right is a card reader. Further ahead and beyond the card reader, also to the right, is a printer. Further right of the card reader and card punch machine is a Central Processing Unit (CPU). In the far left and far right corners of the computer room and up against the far wall, are racks and boxes containing magnetic tape reels, paper forms, and other computer related supplies.

Investigation on	10/2/85	New York, New Y	ork File +	PHILADELPHIA 28G-903 (SQ7)4	8
ру	SA	nab	Date dictated	10/7/85	b6
					b7C

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### FEDERAL BUREAU OF INVESTIGATION

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10/11/85

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Date of transcription	
was telephonically apprised of the official identity of the interviewing agent as a Special Agent (SA) of the FEDERAL BUREAU OF INVESTIGATION (FBI) and that a search was being conducted of RALPH GARNER ASSOCIATES INC. (RGA), 460 Park Avenue, 7th Floor, New York, New York.	р6 у b7C
when arrived, about one hour later, without giving the interviewing agent opportunity to identify himself. announed that had told that had taken care of the legal problems with the VERSACOMP programs. produced a paper, approximately 8 and one half inches by 11 inches, with the heading, "V. RGA OPERATING PROCEDURE FOR RGA COMP CHANGE CPI ID."	
was served a Federal Grand Jury subpoena issued	b3 b6 b7C
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### FEDERAL BUREAU OF INVESTIGATION

10/14/85

Date	of	transcription

A search of the computer facility at RALPH GARNER ASSOCIATES, INC. (RGA), 460 Park Avenue South, 7th Floor, New York, New York, was conducted with the aid of b6 b7C

	9:47 a.m.	and entered the computer room. No other individuals were observed in the computer room at that time. There were four tape drives, but no tapes were mounted on them.	
	9:48 a.m.	The keys "ALT & DIAG" were entered on the keyboard in front of one of the two Cathode Ray Tubes (CRTs) in the computer room. The CRT displayed "option D-Communication Adaptor."	
a de la companya de		"D" was entered	
*		CRT display "option A-Update of Configuration Table."	
		"A" was entered	
		CRT display "Switched Network 'NO'"	
	·	At this time, noted that there was no modem equipment in the room.	Ь6 Ь7С
		"CHG DISP" was entered	-
		"I TEMD" was entered	
		CRT displayed a list of terminals, according to at this point concluded that there were no remote terminals connected to the computer.	b6 b7С

Investigation on	10/2/85	New York, New York	PHILADELPHIA 28G-903 (SQ7)	50
	SA	nab	10/9/85	Ъ6
by	54	Date dictated		b7C

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| Continuation of FD-302 of | RALPH GARNER A | 550CIATES, INC., $On 10/2/85$ , $Page 2$   |           |
|---------------------------|----------------|--|-----------|
|                           | 9:52 a.m.      | advised that would attempt to log<br>onto the computer.  | Ь6<br>Ь70 |
|                           |                | "ICCF" was entered   |           |
|                           | ,              | CRT displayed two lines of log on<br>instructions  |           |
|                           |                | "/LOGON AAAA" was entered  |           |
|                           |                | CRT displayed two lines of instructions to enter password  |           |
|                           |                | "JOANN" was entered (CRT did not display<br>this entry)  |           |
|                           | ,              | CRT displayed "*LOGON complete - date<br>10/02/85 Time 10:01 *Ready"   |           |
|                           |                | "GED CATLIST" was entered  |           |
|                           |                | CRT displayed "*File not in library *Ready"  |           |
|                           |                | "/LIB" was entered   |           |
|                           |                | CRT displayed a full screen headed<br>"Library Number 1"   |           |
| ę                         |                | The "Enter" key was depressed  |           |
| ,<br>,                    |                | CRT <u>displayed</u> a full screen which, according to was library information.  | b6        |
|                           |                | The "Enter" key was depressed  | Ъ7С       |
|                           |                | CRT displayed about one half screen of<br>library information noted that<br>four library members in particular,<br>"VRSINST", "VRSJCL", "VRSVSAM" and<br>"VSRTSTPR" resembled names of programs in<br>the VERSACOMP package. | Ъ6<br>Ъ7С |
|                           | ,              |  |           |

PH -28G-903 (SQ7)

\_, Page. RALPH GARNER ASSOCIATES INC. Continuation of FD-302 of 10:15 a.m. "GED VRSINST" was entered CRT displayed a full screen which, according b6 was job control language (JCL) to b7C used to install VERSACOMP programs. 10:18 a.m. "&N 20" was entered CRD display advanced <u>20 lines</u>. More JCL was visible according to b6 b7C "&N 20" was entered CRT display advanced 20 lines. Display was a one half screen of JCL. "Quit" was entered "Print VRSINST" was entered CRT displayed "invalid command" "@Print VRSINST" was entered CRT displayed "invalid command" "/Print" was entered CRT displayed "invalid command" 10:24 a.m. "GED VRSJCL" was entered CRT displayed a full screen which, according b6 was a job to load VERSACOMP to b7C patches. "N12" was entered CRT display advanced 12 lines and displayed a full screen "N20" was entered CRT display advanced 20 lines and displayed a full screen "N15" was entered

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PH 28G-903 (SQ7)

| Continuation of FD-302 of | RALPH | GARNER       | ASSOCIATES, INC. 10/2/85 4  |           |
|---------------------------|-------|--------------|---|-----------|
|                           | 10:30 | a.n.         | CRT display advanced 15 lines and displayed   |           |
|                           | 10:33 | 8.0.         | a full screen<br>"Quit" was entered   |           |
|                           |       |              | CRT display went blank  |           |
| ،<br>٦                    | 10:41 | a. <b>¤.</b> |   | Ъ6<br>Ъ7С |
|                           |       |              | CRT displayed a partial screen describing the status of the terminal  |           |
|                           |       |              | "/LIB" was entered  |           |
|                           |       |              | • CRT displayed a full screen consisting of<br>library members  |           |
| -                         |       |              | "2" was entered   |           |
|                           | 3     |              | "2" was again entered immediately   |           |
|                           |       |              | CRT displayed a partial screen consisting of<br>library nembersadvised that two of<br>them, "VERVSAM" and "VERSPACE" were<br>VERSACOMP programs | Ъ6<br>Ъ7С |
|                           |       |              | "SDSERV NAME" was entered   |           |
|                           |       |              | "/L\$\$ PRINT" was entered  |           |
|                           |       |              | •   |           |

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PH 28G-903 (SQ7)

| Continuation of FD-302 of | RALPH      | GARNER | ASSOCIATES, INC.  | 10/2/85 Page                     | 5                      |
|---------------------------|------------|--------|---|----------------------------------|------------------------|
|                           | 10:47      | a.m.   | "SDSERV *V" was entered   | a                                | , , ,                  |
|                           | •4 • 4 • 7 |        |   |                                  |                        |
|                           |            | ٠      | "CRELIST VERSPACE" was  | entered                          |                        |
|                           |            |        | "GO2E" was entered  |                                  |                        |
|                           | 10:49      | a.m.   | The printer began to p  | rint.                            |                        |
|                           |            |        | Time shown on computer<br>be different from time<br>conducting search.<br>computer was showing in     | on watch of agent<br>advised the | <b>to</b><br>b6<br>b7C |
|                           |            | •      | "@RELIST VERVSAM" was   | entered                          |                        |
|                           | 10:51      | a.m.   | The printer began to p  | rint again                       |                        |
|                           |            |        | "@ RELIST VRSINST" was  | entered                          |                        |
|                           |            |        | The printer began to p  | rint                             |                        |
|                           |            |        | "@ RELIST VRSJCL" was   | entered                          |                        |
| •                         |            |        | The printer began to p  | rint                             |                        |
|                           |            |        | "@ RELIST VERVSAM" was  | entered                          |                        |
|                           |            |        | The printer began to p  | rint                             |                        |
|                           |            |        | "@ RELIST VSRTSTPR" was   | s entered                        | ر خ                    |
|                           |            |        | The printer began to p  | rint                             |                        |
|                           |            |        | An unobserved entry was screen.   | s made to clear the              | 2                      |
|                           |            |        | "/LIB was entered   |                                  |                        |
|                           |            |        | CRT displayed a full so<br>the names of library mo<br>advised that one of the<br>a VERSACOMP program. | embers.                          | b6                     |
|                           |            |        | "SUBMIT DSERVRGA" was o   | entered                          | •                      |
|                           |            |        | The printer began to p  | rint                             |                        |

PH 28G-903 (SQ7)

Continuation of FD-302 of RALPH GARNER ASSOCIATES, INC. On 10/2/85 Page 6

11:00 a.m. Entries to the keyboard had stopped. The printer had stopped printing, and the printouts were pulled. Every page upon which information had been printed was retained.

- 11:29 a.m. began to create a new library member b6 which he named "FBI DUMP". The purpose of b7C the member, according to \_\_\_\_\_ was to printout other library members.
- 11:50 a.m. "FBI DUMP" was submitted. advised b6 that a relist was a printout of a program. b7C
- 12:03 p.m. began to create another member called b6 "FBI DUMP" by modifying the first one. b7C The printer was still printing.
- 12:05 p.m. The second "FBI DUMP" was submitted. The printer was still printing.
- 12:13 p.m. A relist of the second "FBI DUMP" was submitted.
- 12:17 p.m. began to create a third member called b6 "FBI DUMP" by modifying the second "FBI b7C DUMP". advised that the purpose of the third "FBI DUMP" was to transfer programs to tape.

12:24 p.m. All printouts from the printer were pulled, and every page upon which information had been printed was retained.

- 12:25 p.m. provided a reel of magnetic tape which b6 he advised was unused. removed an b7C adhesive tape seal from the reel and mounted the reel on the far left tape drive.
- 12:26 p.m. The third "FBI DUMP", to put programs on tape, was submitted. The printer began to print.

FD-302a (Rev. 11-15-83)

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PH 28G-903 (SQ7)

| Continuation of FD-302 of | RALP-H | GARNER       | ASSOCIATES,  | INC.   | On 10/2/85  | , Page7  |           |
|---------------------------|--------|--------------|--|--|---|--|-----------|
|                           | 12:39  | p. <b>n.</b> | "FBI DUM<br>DUMP". [<br>the four<br>member,<br>DICTIONA<br>that to<br>from its | P" by modifyi<br>advised<br>th "FBI DUMP'<br>the VERSACOME<br>RY, to tape.<br>export meant | to erase the mation while pu  | 'FBI<br>pose of<br>t a<br>JAGE<br>lvised<br>nember | Ъ6<br>Ъ7С |
| 1                         | 12:45  | p'n.         | The tape<br>produced<br>which he<br>adhesive<br>the reel                       | was labelled<br>a second red<br>said was und<br>tape seal fr                               | con the reel an<br>left tape drive  | tape<br>emoved an<br>nd mounted                    | Ъ6<br>Ъ7С |
|                           | 1:07 ) | p•¤•         | "@RELIST<br>began to   |  | as entered. Th  | he printer   |           |
|                           | 1:08   | p.m.         | and ever   |  | printer were p<br>which information in the second seco |  | i         |
|                           | 1:11   | p.m.         | advised<br>DUMP" wa<br>computer<br>due to s                                    | that the purps to delete p   | as submitted.<br>bose of the file<br>programs from the<br>ssion was not a<br>made   | the  | Ъ6<br>Ъ7С |
|                           | 1:12   | p.a.         |  |  | with correction   |  |           |
|                           | 1:13   | p.n.         |  |  | n "FBI DUMP" wa<br>rinter began to  |  |           |
|                           | 1:14   | p•n•         | and ever   | F  | illed from the<br>which informat:<br>ained.   | •  |           |
|                           | 1:17   | p.n.         | member c   | suggestion (<br>alled "D-COM)<br>printer began   | POSE" was subm:   | elist of a<br>itted,                               | Ъ6<br>Ъ7С |
|                           |        |              |  |  |   |  |           |

FD-302a (Rev. 11-15-83)

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PH 28G-903 (SQ7)

| Continuation of FD-302 of | RALPH GARNER A   | SSOCIATES,                | INC.   | 10/2/85                       | , Page8                |           |
|---------------------------|--|---------------------------|--|-------------------------------|------------------------|-----------|
|                           | 1:18 p.m.  | nember ca                 | suggestion of<br>lled "G-COMPI)<br>er began to p | LE" was submi                 |                        |           |
|                           | 1:21 p.m.  |                           | ged off the computer ceased                      |                               | operation              | b6<br>b7С |
| them whic                 | advised<br>in connection<br>h limited their<br>E" and "G-COMPI | with VERSAC<br>applicabil | ity to VERSACO                                   | here was noth<br>DMP. The pri | ing about<br>ntouts of | Ъ6<br>Ъ7С |
| the compu                 | During the sea   |                           | advised that                                     |                               |                        | b6<br>b7С |

the computer could not be read. This was because a floppy diskette which was required in order to do so was not inserted in the drive. FD-302 (REV. 3-10-82)

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### FEDERAL BUREAU OF INVESTIGATION

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Date of transcription 10/11/85

| Special Agent (SA) of the FEDER                             |       |
|---|-------|
| BUREAU OF INVESTIGATION (FBI) released custody of six reels | , b7С |
| of magnetic tape to SAafter                                 |       |
| labelled each tape by writing the date, initial             | S     |
| and an item number on each tape. Three of the tapes were    |       |
| labelled item number 8, and three were labelled item number |       |
| 12. these six reels of tape were among the items seized     |       |
| by during a search on October 2, 1985 of RALPH              |       |
| GARNER ASSOCIATES, INCORPORATED, 460 Park Avenue South, New | 2     |
| York, New York.   |       |

| Investigation on <u></u> |         | Philadelphia<br>orkfue = _28G-903(SQ7 | 1151 |
|--------------------------|---------|---------------------------------------|------|
| SAs                      | and     |                                       | b6   |
| by                       | DDK:jfq |                                       | ь7с  |
| ¢                        |         |                                       |      |

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#### **FEDERAL BUREAU OF INVESTIGATION**

FD-302 (REV. 3-10-82)

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Date of transcription 10/15/85

b6

b7C

b6 b7С

Pursuant to a search warrant signed October 1, 1985 by United States Magistrate TULLIO GENE LEOMPORRA, Eastern District of Pennsylvania (EDPA), Philadelphia, Pennsylvania, upon affidavit of Special Agent (SA) \_\_\_\_\_\_ authorizing a search of premises b6 known as INSTITUTE FOR SCIENTIFIC INFORMATION, INC., 3501 Market b7C Street, Philadelphia, Pennsylvania, the following actions took place:

Agents entered the premises of the INSTITUTE FOR SCIENTIFIC INFORMATION, INC. (ISI), 3501 Market Street, and made their official identities and purpose known to the security guard on duty in the lobby of the ISI building. SAs immediately proceeded to the third floor office of Dr. EUGENE GARFIELD. GARFIELD was advised of the official identities of SA and and was provided with a copy of the search warrant described above. He was advised that Agents were present in the building and would commence a search of his premises as commanded in the search warrant. It was explained to GARFIELD that the warrant called for a search for original and unauthorized copies of a copyrighted computer program known as WORDSTAR. In response to questions posed by GARFIELD as to why he had not been called in advance of such a visit, SA explained that the matter in question was a criminal investigation and that such prior notice was not given in the execution of search and proceeded to the Editorial Services area warrants. SAS of the third floor. Searches of that area and of the Data Processing area of the first floor commenced.

Agents searching the Editorial Services area were accompanied by \_\_\_\_\_\_ who directed them to work b6 areas with computers. At her direction, the ISI employees turned over b7C to the searching Agents those disks which contain the WORDSTAR program and documentation pertaining to WORDSTAR.

| Invest    | igation on10/2/85 | Mai Phili | adelphia, | Pennsylvania | PHILADELPHIA<br>28E-903 (SQ7 | 52  |
|-----------|-------------------|-----------|-----------|--------------|------------------------------|-----|
| SAS       |                   |           |           |              |                              | ь6  |
|           |                   |           |           | 9            |                              | b7C |
| <b>ру</b> |                   |           |           | tated        | 10/8/85                      |     |
|           | RIK:1sc           |           |           | V            |                              |     |

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# FD-302a (Rev. 11-15-83)

PH 28E-903

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| Continuation of FD-302 of Search of ISI Building On 10/2/85 Page 2   |           |
|--|-----------|
| At 11:00 a.m., and and arrived at ISI and identified himself and as counsel<br>for ISI further requested that no interviews of ISI employees<br>take place during the search was made aware that no<br>interviews were being conducted but that through the ISI<br>employees were turning over their WORDSTAR disks and documentation.<br>was advised that the Agents anticipated conducting no<br>interviews of ISI employees during the search later<br>requested that ISI employees be allowed to print directory copies of<br>each seized floppy disk before the Agents departed from ISI. It was<br>agreed that this would be permitted as long as all disks so handled<br>were first "write protected" and that all such activity be observed by<br>Agents from the search team. The process took approximately 90<br>minutes. Directories of floppy disks which appear on the search<br>inventory as items numbered as follows were prepared: | b6<br>b7С |
| Items 1, 2, 4 through 9<br>Items 12 through 16<br>Items 18 through 21<br>Items 23 through 33<br>Items 34 through 42<br>Item 45<br>Items 47 through 60<br>Items 61 through 66<br>Items 71 through 78  |           |
| Original printouts were retained by searching Agents.<br>Xerox copies made for ISI. A xerox copy of lists prepared by<br>and (ISI Microspecialist) who each prepared<br>disk directories on two IBM PC computers as described above was<br>obtained. In the preparation of these directories, was<br>observed by SAs and   | Ъ6<br>Ъ7С |
| A hard disk directory of a hard disk located on an IBM P.C.<br>AT computer located in the "library" of the Data Processing Center was<br>obtained. This computer bore Bar Code Number S/N 00585965170, serial<br>number FCC ID: AN095A5170. The computer was "networked" into<br>additional PC computers located in the Data Processing area through a<br>local area network. The hard disk directory was obtained at the<br>request of SA A hard<br>copy of this directory was obtained and turned over to SA by  | Ъ6<br>Ъ7С |

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PH 28E-903

| Continuation of FD-302 of | Search of ISI Building  | 10/2/85  | 3                 |           |
|---------------------------|---|--|-------------------|-----------|
| first floo<br>Agents obs  | similarly brought up a hard<br>er, model S 8000, located in the "com<br>or. No hard copy of this directory wa<br>served a directory on the monitor scre<br>on the hard disk of the WORDSTAR progr | puter room" on<br>s obtained, ho<br>en which discl | the<br>wever,     | b6<br>b7С |
| presence o                | personally provided in  | office in t  | he                | b6<br>b7С |
| American D                | 1. 5 1/4" floppy disk labeled WORDST<br>Disk 1 of 5 (designated item 45 on inv  |  | 3.31              |           |
| inventory)                | 2. An original WORDSTAR manual (desi)   | gnated item 46                                     | on                |           |
|                           | 3. Floppy disk labeled WORDSTAR.  |  |                   |           |
|                           | These items were turned over to SAs<br>WORDSTAR disk and manual" after these<br>to the search warrant.  |  | as<br>d           | Ъ6<br>Ъ7С |
|                           | A list of items seized was prov <u>ided t</u><br>for accuracy as to her area.   |  | ]who<br>the itens | Ъ6<br>Ъ7С |
|                           | All Agents departed the premises at 1   | :43 p.m.   |                   |           |
| printouts                 | At 4:30 p.m., it was discovered that<br>of the hard disk directory was still<br>had inadvertently not been logged in o<br>was then entered on an addendum.  | in the possess                                     | ion of SA         | ь6<br>ь7с |
| following                 | On October 3, 1985, a return on the a<br>as made before United States Magistrat<br>listing of items seized was furnished<br>at that time:   | e LEOMPORRA.                                       | The               |           |
|                           |   |  |                   |           |
|                           |   |  | 5 <b>x</b>        |           |
| ۹.                        |   |  |                   |           |

| *          | FEDERAL BUREAU OF INVESTIGATION   |
|------------|---|
|            | 10/11/85  |
|            | Date of transcription   |
|            |   |
|            |   |
| .m. in the | was interviewed at about 9:00<br>e office of the FEDERAL BUREAU OF INVESTIGATION (FBI). |
| .m. in the |   |
| .m. in the | e office of the FEDERAL BUREAU OF INVESTIGATION (FBI).                                  |
| Г          | e office of the FEDERAL BUREAU OF INVESTIGATION (FBI).                                  |
| Г          | e office of the FEDERAL BUREAU OF INVESTIGATION (FBI).                                  |

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FD-302 (REV. 3-10-82)

| Investigation on | 10/2/85 | New York, New Yo | PHILADE<br>prk28G-903 | (SQ7)              |
|------------------|---------|------------------|-----------------------|--------------------|
| by               | SA      | nab              | _Date dictated10/7/85 | <b>5</b> b6<br>b7C |

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UNITED STATES GOVERNMENT

Ь6 Ь7С

DATE: 12/12/85

ATTNOF: SSA

SUBJECT: ÉUGENE GARFIELD, ET AL COPYRIGHT MATTERS OO:PH

TO: SAC, PHILADELPHIA (28G-903) (SQ7) (P)

| On 12/3/85, I was telephonically contacted by a This  | Ъ6<br>Ъ7С |
|---|-----------|
| <pre>magazine, according to is a science journal<br/>published on a monthly basis. It is located at 1134 National<br/>Press Building, Washington, D.C., telephone number (202) 737-<br/>2355 was aware of the captioned investigation<br/>through other journals and newsletters that have described same.<br/> requested the same general information that has previously been<br/>provided by this writer. Additionally, I referred to the<br/>U.S. Attorney's Office, Eastern District of Pennsylvania, for<br/>further questions as to the judicial process occurring in this</pre> |           |
| On 12/5/85, I telephonically spoke with   | Ь6<br>Ь7С |

was aware of captioned investigation as both ISI and RALPH GARNER ASSOCIATES utilize IBM computers. Additionally, indicated that he had read of the FBI search warrant at the locations of these two firms. stated that in would be available to assist the FBI and/or the U.S. Attorney's Office in this matter. Additionally, would make available, other information or who could assist in this matter if so needed. This information, through case agent has been conveyed to the U.S. Attorney's Office.

1 - 28G-903 (SQ7) 1 - SA

JSG:rab

(2)

б SEARCHED INDEXED SERIALIZED FILED DEC 1 2 1985 HIA OPTIONAL FORM NO. 10 (REV. 1-80) GSA FPMR (41 CFR) 101-11.4 5010-114

### FEDERAL BUREAU OF INVESTIGATION

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FD-302 (REV. 3-10-82) 24 F

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|  | Date of transcription   | 10/10/85                   |
|--|---|----------------------------|
|  | ۹ ۲   | b6                         |
| <u>INVESTIGA</u><br>was  | viewed in the offices of the FEDERAL BUREAU O<br>TION (FBI), 26 Federal Plaza, New York, New Y<br>shown four computer printouts measuring appr<br>ches by fifteen inches as follows:  | ork.                       |
| 85 Pages   | (marked 1 through 85; pulled 11:00, October   | 2, 1985)                   |
| 406 Pages  | (marked 1 through 406; pulled 12:24, October  | 2, 1985)                   |
| 44 Pages   | (marked 1 through 44; pulled 13:08, October   | 2, 1985)                   |
| 26 Pages   | (marked 1A and 1 through 25; pulled 13:14, 0  | ctober 2, 1985)            |
| ASSOCIATES<br>New York,<br>in which [<br>2, 1985.<br>they perta<br>which is m<br>Townsgate | was told that these printouts were tak<br>printer in the computer room of RALPH GARNER<br>S, INCORPORATED (RGA), 460 Park Avenue South,<br>New York, as fruits of the search of that pl<br>provided assistance the previous day, O<br>was asked to explain the printouts as<br>ain to a computer software package called VER<br>marketed by PAGETEC, INCORPORATED (PI), 2524<br>Road, Suite H, Westlake Village, California.<br>reafter provided the following information. | ь7с<br>ace<br>ctober       |
| 11:00 A.M.   | Regarding the eighty-five page printout pull  |                            |
| with VERSA<br>of the sug<br>was preser   | Pages 1 through 9: These pages are as a resing "@ RELIST VERSPACE", and have nothing to de<br>ACOMP remembered doing this as a resugestion of an RGA employee wint during a portion of the search remembered results and the printer to get the printer to  | o<br>lt b6<br>ho b70       |
| of enterir<br>with VERSA<br>result of  |   | lt<br>6<br>570             |
| sation on10/:  |   | 1adelphia<br>-903_(SQ7.)_5 |
|  |   | 20F                        |
| SA_  | DDK: 1fg Date dictated10/10/  | 85 b6                      |

PH 28G-903

Continuation of interview of

FD-302a (3-8-83)

### On 10/3/85

Pages 18 through 24: These pages are a result of entering "@ RELIST VRSINST." This is called a relist of VRSINST. VRSINST is a Disk Operating System (DOS) Job Control Language (JCL) procedure for preparing a link edit. \_\_\_\_\_ wrote this program about one year prior to this interview. VRSINST was first implemented on release 2.4 of VERSACOMP. It is the third file on the "VERSACOMP Install Tape", a tape used for installing VERSACOMP on a computer.

Pages 25 through 35: This is a relist of VRSJCL, which is a series of jobs used to initialize and test VERSACOMP and to provide sample JCL for running VRSPILE and VRSV500, which are two programs in the VERSACOMP package.

Pages 36 through 44: This is a relist of VERGEN3, a program to define VSAM clusters, the standard files required by VERSACOMP. This is a result of entering "@ RELIST VRSVSAM." It can probably be used for applications other than VERSACOMP, but this is not likely.

Pages 45 through 51: This is a relist of VRSTSTPR, a job to set up idcams print of the VERSACOMP english language dictionary file. Idcams is an IBM utility program. These pages are a result of entering "@ RELIST VSRTSTPR."

Pages 52 through 63: This is a directory list of a library contained in the computer's memory. A library is a group of programs or files on the computer's memory. The names listed are the names of library "members". This is a result of submitting "DSERVRGA." \_\_\_\_\_ recognized names of three members; "VRSDICT", "VRSPILE" and "VRSV500"; as names of VERSACOMP programs. \_\_\_\_\_ noted that these names also appeared on page twenty-one.

Pages 64 through 66: This is a directory list of another library, and is a result of the same submission as pages fifty-two through sixty-three.

Pages 67 through 69: This is a directory list of programs which are stored in source code (that is: their high level programming language.) These pages are a result of the same submission as pages fifty-two through sixty-three. Each program name is prefixed by a single alphabetic character. \_\_\_\_\_ recalled that \_\_\_\_\_\_ had said that those prefixed by a "D" or "V" would pertain to what searching agents were looking for. b6 b7С

**b**6

b7C

b6

b7C

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Page

Ъ6 Ъ7С

PH 28G-903 Page Continuation of FD-302 of 10/3/85 b6 b7C Pages 70 through 71: This is a directory list . of the JCL library, and is a result of the same submission b6 as pages fifty-two through sixty-three. noted that two of the library members, "VCMPILE" and "VCMPOSE", suggested b7C VERSACOMP application. However, did not look at them during the search, nor did | | delete them from the computer's memory. Pages 72 through 75: This is a directory list of another library called "TESTCLB", and is a result of the same submission as pages fifty-two through sixty-three. noted that the last three members had names which **b**6 he recognized as those of VERSACOMP programs. \_\_\_\_\_\_ advised b7C that he did not look at these during the search, nor did he delete them, apparently because he did not get a good look at this library during the search. Pages 76 through 78: This is a directory list of another library, and is a result of the same submission as pages fifty-two through sixty-three." Pages 79 through 80: This is a directory list of another library, and is a result of the same submission as pages fifty-two through sixty-three. Pages 81 through 82: This is a directory list of another library, and is a result of the same submission as pages fifty-two through sixty-three. With reference to previous remark about the prefixes of "D" b6 and "V", noted that a member of this library, "ADIASIV", b7C was preceeded by a "V". Pages 83 through 85: These are "trailer" pages of the submission of "DSERVGA" which caused the printing of pages fifty-two through eighty-two. Regarding the 406-page printout pulled 12:24 p.m.: Pages 1 through 16: This is a program whose purpose is to printout three other programs: "VRSDICT", "VRSPILE", and "VRSV500"; the three VERSACOMP programs found in the computer during the search the which b6 previous day. This printout of this program is a result b7C of submitting the program, but this submission was cancelled due to errors in the program.

FD-302a (Rev. 11-15-83)

| FD-302a (Rev. 11-15-83)   |           |
|---------------------------|-----------|
|                           |           |
| PH 28G-903                |           |
|                           | · · · ·   |
| Continuation of FD-302 of | b6<br>b7c |

Pages 17 through 26: This is a listing of the same programs which appears on pages one through seventeen, but with erros corrected. This listing is the result of submitting the program.

> Pages 27 through 52: This is a dump of "VRSDICT". Pages 53 through 99: This is a dump of "VRSPILE". Pages 100 through 198: This is a dump of "VRSV500".

Regarding pages twenty-seven through one-hundred and ninety-eight, \_\_\_\_\_ noted that "VRSDICT", "VRSPILE", and b6 "VRSV500", are VERSACOMP programs, and were dumped from "USR b7C CL4", a library in the computer. On these printouts, the far left column of six digits is the address, or location of the data on that line of the printout in the computer's memory. The next eight columns of eight digits each is the EBCDIC (that is: Extended Binary-Coded Decimal Interchange Code) Hexadecimal Representation of the VERSACOMP program as found in the computer's memory. To the right on the printouts is the character representation of the program sandwiched between two columns of asterisks. Many of the characters in EBCDIC are unprintable and appear as blanks on this portion noted that from the character representation b6 of the printout. he recognized these programs as VERSACOMP programs. At the b7C top of each page of the printouts of these three programs appears CPUID (that is: Central Processing Unit Identification) number present in the computer's operating system. recognized the machine searched at RGA the previous day as an IBM 4331-2, whereas the CPUID appearing on these printouts represents an IBM 4341 and is known to \_\_\_\_\_ as the CPUID of the machine at the INSTITUTE FOR SCIENTIFIC INFORMATION (ISI), 3501 Market Street, Philadelphia, Pennsylvania.

Pages 199 through 207: This is a relist of the program used to dump "VRSDICT", "VRSPILE", and "VRS500".

Pages 208 through 398: This is a dump of all members of USR SL1 and USR SL4 with the prefix "V" or "D". \_\_\_\_\_\_ noted that all the members were from sources other than PT1. \_\_\_\_\_\_\_ also noted that pages two-hundred and eighteen through two-hundred and twenty-six were comment lines recapping problem areas encountered while installing VERSACOMP.

b6 b7C

| FD-302a (Rev. 11-15-83)   | А — — — — — — — — — — — — — — — — — — —       |
|---------------------------|---|
| PH 28G-903                |   |
|                           | ·   |
| Continuation of FD-302 of | , On <u>10/3/85</u> , Page <u>5</u> b6<br>b7c |

Pages 399 through 406: This is a relist of the program which caused the printout of pages two-hundred and eight and three-hundred and ninety-eight.

Regarding the 44 page printout pulled at 1:08 p.m.:

Pages 1 through 9: This is a program to transfer "VRSDICT", "VRSPILE, and "VRSV500" from user SL4 onto magnetic tape. This printout is a result of a submission but was cancelled due to an error in the program.

Pages 10 through 16: This is a relist of the same program on pages one through nine with errors corrected.

Pages 17 through 23: This is the same program as on pages ten through sixteen, printed out as a result of its submission.

Pages 24 through 30: This is a program to export the VERSACOMP English Language Dictionary to magnetic tape, printed out here as a result of being submitted; but it was cancelled due to errors.

Pages 31 through 44: This is a relist of "VRS.DICT", a program to print the VERSACOMP English Language Dictionary, a VERSACOMP program.

Regarding the 26 page (1A, and 1 through 25) printout pulled at 1:14 p.m.:

Pages 1A and 1 through 9: This is the result of a submission of a job to delete "VRSDICT", "VRSPILE" and "VRSV500" from the libraries, USR CL1 and USR CL4. The job was cancelled due to errors in the program.

Pages 10 through 18: This is the result of a successful submission of the same program as on pages 1A and 1 through 9 with the errors corrected.

Pages 19 through 25: This is a relist of the same program as on pages ten through eighteen.

| FD-302a (Rev. 1    | 1-15-83)  |                     | , kj ₹ 'A                |
|--------------------|---|---------------------|--------------------------|
| 4 4 V<br>4         | .PH 28G-903   |                     |                          |
|                    |   |                     |                          |
| Continuation of FI | >-302 of  | , On <u>10/3/85</u> | ,Page <u>6</u> b6<br>b7C |
| e :                | noted that the VERSACOMP pro<br>libraries on USRCL4 and TESTCLB and not on O<br>VERSACOMP programs on TESTCLB were not delet<br>search. | CL1, and that       | the                      |
|                    |   | e,                  |                          |
|                    | ·   |                     |                          |
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FD-302 (REV, 3-10-82)

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#### FEDERAL BUREAU OF INVESTIGATION

Date of transcription 10/11/85

## Three FEDERAL GRAND JURY (FGJ) Subpoenas, issued

ЬЗ Ь6 Ь7С

| 10-110-0-00 | Philadelphia   | -1        |
|-------------|--|-----------|
| Investi     | sation on10/7/85at_Philadelphia, Pennsylvania + 28G-903(SQ7) | 6         |
|             | 247  | b6        |
| <b>Б</b> У  | SAS and DDK: if g Date dktated 10/11/85                      | ьо<br>b7C |
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| United States District Court  | DISTRICT<br>EASTERN D | STRICT OF PENNS               | YLVANTA                  |
|---|-----------------------|-------------------------------|--------------------------|
|   |                       | SUBPOENA FOR<br>GRAND JURY M  |                          |
|   |                       | Ø Person                      |                          |
|   |                       | 🖾 Docume                      | ent or Object            |
| YOU ARE HEREBY COMMANDED to app<br>date and time specified below to testify bef   | -                     |                               |                          |
| E   |                       | COURTROOM                     |                          |
| on Change Internet Desar (1800  | <b>~</b> \            |                               |                          |
| ne Grand Jury Witness Room (4322<br>D1 Market Street, U.S. Courthous  | 2)<br>Se              | DATE AND TIME                 | <u></u>                  |
| niladelphia, PA 19106   |                       |                               |                          |
|   |                       |                               |                          |
| YOU ARE ALSO COMMANDED to bring   | with you the follo    | owing document(s) or o        | bject(s): <sup>(1)</sup> |
|   |                       |                               |                          |
|   |                       |                               |                          |
|   |                       |                               |                          |
| ) Please see additional information on reverse  |                       | ,<br>1                        |                          |
| ) Please see additional information on reverse  |                       | ,<br>1                        |                          |
| D Please see additional information on reverse<br>This subpoena shall remain in effect untion<br>officer acting on behalf of the court. | il you are granted    | '<br>leave to depart by the c |                          |
| This subpoena shall remain in effect unti-<br>officer acting on behalf of the court.  |                       | '<br>leave to depart by the c | DATE                     |
| This subpoena shall remain in effect unti-<br>officer acting on behalf of the court.  |                       | '<br>leave to depart by the c |                          |
| officer acting on behalf of the court.  | 3                     | leave to depart by the c      | DATE<br>10/3/85          |

|                       | •              | RETURN OF SERVICE <sup>(2)</sup>                                  |                           |  |
|-----------------------|----------------|---|---------------------------|--|
| RECEIVED<br>BY SERVER | ATE<br>10/7/85 | Philadelphia, O   | Pennyhrima                |  |
| SERVED                | ATE            |   |                           |  |
| RVED ON (NAME)        |                |   |                           |  |
| RVED BY               |                | TITLE Spice.  | n Asin.<br>n Birino of Ix |  |
| RAVEL                 | SEI            | STATEMENT OF SERVICE FEE  |                           |  |
|                       | I              | DECLARATION OF SERVER <sup>(3)</sup>                              |                           |  |
| Executed on           |                | Inder the laws of the United States<br>Statemen<br>Statemen<br>Ad |                           |  |
| DITIONAL INFORMATION  |                |   |                           |  |
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| United States District Court   | DISTRICT<br>EASTERN I            | SISTRICT OF PENNSYL  | VANIA                                  |
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|  |                                  | SUBPOENA FOR<br>GRAND JURY MAT   |  |
|  |                                  | 🕺 Person   |  |
|  |                                  | Ø Document o   | or Object                              |
| YOU ARE HEREBY COMMANDED to app<br>date and time specified below to testify before                                 |                                  |  |  |
| ξ  |                                  | COURTROOM  | ************************************** |
| he Grand Jüry Witness Room (4322   | 2 \                              |  |  |
| 01 Market Street, U.S. Courthous   | 4)<br>3e                         | DATE AND TIME  |  |
| hiladelphia, PA 19106  |                                  |  |  |
|  | Annual Part of the second second |  |  |
| YOU ARE ALSO COMMANDED to bring  | with you the follo               | wing document(s) or obje   | ct(s): <sup>(1)</sup>                  |
| LEASE SEE ATTACHMENT TO THIS SUE   | SPOENA.                          |  |  |
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| ❑ Please see additional information on reverse   |                                  |  |  |
| ⊐ Please see additional information on reverse   |                                  |  |  |
| ☐ Please see additional information on reverse<br>This subpoena shall remain in effect unti                        | il you are granted               | leave to depart by the cour  | t or by an                             |
|  | il you are granted               | leave to depart by the cour  | t or by an                             |
| This subpoena shall remain in effect unti<br>officer acting on behalf of the court.                                |                                  |  | t or by an                             |
| This subpoena shall remain in effect unti<br>officer acting on behalf of the court.<br>Michael I June              |                                  | DA   | -                                      |
| This subpoena shall remain in effect unti<br>officer acting on behalf of the court.                                |                                  | DA   | ITE                                    |
| This subpoena shall remain in effect unti<br>officer acting on behalf of the court.<br>Michael I June              | 3                                | DA<br>SS AND PHONE NUMBER OF ASSISTA   | IO/3/85                                |
| This subpoena shall remain in effect unti<br>officer acting on behalf of the court.<br>Michael I June              | NAME. ADDRF                      | SS AND PHONE NUMBER OF ASSISTA<br>Assistant                                  | IO/3/85                                |
| This subpoena shall remain in effect unti<br>officer acting on behalf of the court.<br>Muchael I Mino<br>UTY CLERK | NAME ADDR<br>Atty for            | SS AND PHONE NUMBER OF ASSISTA<br>Assistant<br>ED of PA<br>, U.S. Courthouse | IO/3/85                                |

|   |  | RETUR                      | RN OF SERVIC     | CE <sup>(2)</sup>  |   |           |   | ł       |
|---|--|----------------------------|------------------|--------------------|---|-----------|---|---------|
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| BY SERVER DATE                                      | 10/7/85  | PLACE                      | hiladelphie      | i, Venn            | ylocum                                    | •         |   |         |
| SERVED  |  | PLACE.                     | • • •            |                    | <u> </u>                                  | 26<br>4 7 | ·   |         |
| IVED ON (NAME)                                      |  | <i>-</i>                   |                  |                    |   |           |   |         |
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| VED BY  |  |                            | TITLE            | <u></u>            |   |           |   |         |
|   |  |                            |                  | m AGIN             | F. FLORMAN                                | BURG      | v or Turs   | TEMICA. |
|   |  |                            | NT OF SERVIC     | E FEES             |   |           |   |         |
| VEL   | SE   | RVICES                     |                  |                    | TOTAL                                     |           |   |         |
|   |  |                            | ATION OF SER     | VEP <sup>(3)</sup> |   |           |   |         |
| n yahan malaya na kana ya kana na kana kana kana ka |  |                            |                  |                    |   |           |   |         |
| I declare under p<br>contained in the Retu          | enalty of perjury<br><u>irn of Service a</u> n | under the lav              | vs of the United | States of A        | merica that t                             | he forego | ing informati   | ion     |
| Executed on   |  |                            |                  |                    |   |           |   |         |
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(2) As to who may serve a subpoena and the manner of its service see Rule 17 (0), receral Rules of Chimar Procedure, or Rule 45(c), receral Rules of Chimar Procedure, or Rule 45(c), receral Rules of Chimar Procedure, and mireage need not be tendered to the witness upon service of a subpoena issued on behalf of the United States or an officer or agency thereof (Rule 45(c), Federal Rules of Chimar Procedure, Rule 17(d), Federal Rules of Chimana Procedure) or on behalf of the subpoena issued on behalf of the United States or an officer or agency thereof (Rule 45(c), Federal Rules of Chimar Procedure), and mired procedure) or on behalf of the subpoena issued on behalf of the United States or an officer or agency thereof (Rule 45(c), Federal Rules of Chimar Procedure), and the result of the subpoena issued on behalf of the subpoena issued on behalf of the United States or an officer or agency thereof (Rule 45(c), Federal Rules of Chimar Procedure), and the subpoena issued on behalf of the subpoena issued on be

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|      | Inited States District Court   | DISTRICT<br>EASTERN DIS | STRICT OF PENNS              | YLVANIA                                  |
|------|--|-------------------------|------------------------------|--|
|      |  |                         | SUBPOENA FOR<br>GRAND JURY M | ATTER                                    |
|      |  |                         | 🕅 Person                     | ent or Object                            |
|      |  |                         |                              |  |
|      | YOU ARE HEREBY COMMANDED to app  |                         |                              |  |
|      | date and time specified below to testify before  | ore the Grand Jury      |                              | case.                                    |
| ACE  |  |                         | COURTROOM                    |  |
| Th   | e Grand Jury Witness Room (432   | 2)                      |                              |  |
|      | )1 Market Street, U.S. Courthou<br>iladelphia, PA 19106  | se                      | DATE AND TIME                |  |
|      |  |                         |                              |  |
|      |  |                         |                              |  |
|      | YOU ARE ALSO COMMANDED to bring  | with you the follow     | ing document(s) or c         | bject(s):"                               |
|      |  |                         |                              |  |
|      |  |                         |                              |  |
| 0    | Please see additional information on reverse   |                         | λ                            |  |
|      | Please see additional information on reverse<br>This subpoena shall remain in effect unt<br>officer acting on behalf of the court. | il you are granted le   | ave to depart by the c       |  |
|      | This subpoena shall remain in effect unt<br>officer acting on behalf of the court.   | til you are granted le  | ave to depart by the c       | court or by an                           |
| 1    | This subpoena shall remain in effect unt   | til you are granted le  | ave to depart by the c       |  |
| EPUT | This subpoena shall remain in effect unt<br>officer acting on behalf of the court.<br>Muchael & Yum                                | z<br>Z                  | ave to depart by the c       | DATE<br>10/3/85<br>DISTANT U.S. ATTORNEY |

|                       | <del>ت</del><br>بر   | ' RETURN C  | OF SERVICE <sup>(2)</sup>  |                        |  |
|-----------------------|--|---|----------------------------|------------------------|--|
| RECEIVED<br>BY SERVER | io/7/85  | PLACE   | hiladelphie.               | Pennyhana              | ۰,   |
| SERVED                | ΓE   | PLACE   |                            |                        | 1 . 1, 1, 1<br>                                    |
| VED ON (NAME)         |  |   |                            |                        |  |
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| ÆL                    | 1997 - Norman Son Statement (1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 | STATEMENT C   | T SCHVICE FEES             | TOTAL                  |  |
|                       |  |   |                            |                        |  |
| L declare und         | er pansity of pari   |   | N OF SERVER <sup>(3)</sup> | of America that the fr | vegoing information                                |
| contained in the i    | Return of Service  | ury under the law <u>s of</u><br>and Statement                      | the Onice Glates (         |                        |  |
| Executed on           | D\$!e  | Signs   |                            |                        | <b>⋳</b> ⋹∊⋵⋹⋑⋧⋐⋵ <u>∊⋽</u> ∊⋳∊⋎⋳⋳⋎⋈⋳⋎⋫⋹⋳⋳⋎⋗∊⋳∊⋺⋳⋳ |
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(2) As to who may serve a subpona and the manner of its service set Rule 17 (0), recersit Rules of Chinnal Procedure, or Rule 45(c), recersit Rules of Chin Rules (2), recersit R

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FEDERAL BUREAU OF INVESTIGATION

FD-342 (REV. 3-10-82)

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|                 |                    |  | 11/5/85            |
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|                 |                    | Date of tran   | nscription         |
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|                 |                    |  | viewed in the      |
| ffice ar        |                    | f Assistant United States Atto                               | rney (AUSA)        |
|                 | Also pres          | ent was attorney for   |                    |
| aving be        | en apprised        | of the official identities of                                |                    |
|                 |                    | A) of the FEDERAL BUREAU OF IN                               |                    |
| nd of 🗌         |                    | USA, and that the interview pe                               | rtained to the use |
| r a comț        |                    | e package called VERSACOMP at ARD ASSOCIATES, INC. (RGA), 46 | O Park Ayonuo      |
| outh. Se        |                    |  | ovided the         |
|                 | g information      |  |                    |
|                 |                    |  |                    |
| 985.            |                    |  | l                  |
| 2020            |                    |  | <b>L</b> ]         |
|                 |                    | Dissatisfied with workin                                     | g conditions at    |
|                 |                    |  |                    |
|                 |                    |  |                    |
|                 | During <u>that</u> | interview, asked   |                    |
| <u>new VERS</u> |                    | said that he had only seen                                   |                    |
|                 |                    | was a backup site for a place                                |                    |
|                 |                    | VERSACOMP in order to see if i                               |                    |
|                 |                    | was hired by RGA for an ann employed there.                  | ual salary of      |
| 24,000 a        |                    | employed there.  |                    |
|                 | Other emplo        | yecs at RGA were (ph   | onetic),           |
|                 |                    |  |                    |
|                 | ad been told       |  | ks at RGA, but     |
|                 |                    | there once. Some freelanc casionally came in to use the      |                    |
|                 |                    | used it at night. As far as                                  |                    |
|                 |                    | eally used VERSACOMP at RGA.                                 |                    |
|                 |                    |  |                    |
|                 |                    |  |                    |
|                 |                    |  |                    |
|                 |                    |  |                    |
|                 |                    |  |                    |
|                 |                    |  |                    |
|                 |                    |  | PHILADELPHIA       |
| tigation on     | 10/30/85           | <u></u>  |                    |
|                 |                    | ADX.   |                    |
|                 |                    |  |                    |
|                 | SA                 | nab Date dictated  | 10/31/85           |

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Continuation of FD-302 of \_

About a week or two later, made a futile attempt to b6 run a job. The problem was solved when a font tape was obtained from b7C a company in Princeton, New Jersey called SEDGEWICK PRINTOUT SYSTEMS (SPS). Then RGA began to run production for SPS. The software FILECOMP was becoming obsolete previously used by RGA was FILECOMP. in the industry, and had told that he wanted to make the transition from FILECOMP to VERSACOMP because SPS was making that change. It was mid-April 1985 when really started to work worked full-time on VERSACOMP from May of 1985 with VERSACOMP. until October 2, 1985 when RGA was searched by FBI Agents.

remembered some of the clients for whom he did work They are: AMERICAN PETROLEUM INSTITUTE, BEVERAGE with VERSACOMP. MEDIA, CONTRACTORS REGISTER, K & K LABS, CALDORS DEPARTMENT STORE, ](phonetic) for some t-FACTS ON FILE (two jobs), shirts, and FEDERAL MARKETING ADMINISTRATOR - a list of milk product would convert the FILECOMP programs for prices in New York. would then test them, show the these clients to VERSACOMP. and store the program on a disk. Every test results to involved sending a tape to SEDGEWICK and getting back a printout. generally would not have known if these jobs were production, except that he is sure that the CALDORS job was for a production purpose. \_\_\_\_\_ advised that in his mind, production means delivering something satisfactory to the customer. Testing is what a programmer does to see that a job runs right and is something that leads up to production.

had to change the central processing unit identification number (CPUID) in the computer every morning in order to run VERSACOMP on it. Overhearing one of the employees remark that this seemed strange, \_\_\_\_\_\_ approached \_\_\_\_\_\_ about it. This was in <u>May of 1985.</u> \_\_\_\_\_\_\_ said that RGA was in a testing phase and that he \_\_\_\_\_\_\_ was working on a contract to use VERSACOMP. \_\_\_\_\_\_\_ had instructed \_\_\_\_\_\_\_ to be quiet about it because \_\_\_\_\_\_\_ did not want the customers to become upset or nervous that RGA was switching to a new system.

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Page

10/31/85

Continuation of FD-302 of

FD-302a/Rev. 11-15-83)

The CALDORS job was set up for production in about the first week in August, 1985. In that month, asked what was up b6 Ъ7С with the contract. \_\_\_\_\_ responded that he would call "Philadelphia" and that they would call PAGETEC, the company in California that then went on vacat<u>ion the last week of</u> developed VERSACOMP. August, 1985. In early September, 1985, after | returned, told that the contract was on the attorney's desk. Toward the end of September, 1985, told that the attorneys were On the day just before the FBI sending the contract to California. agents searched RGA offices, told that legal problems had been solved.

Since the FBI search on October 2, 1985, has not b6 b7C worked on VERSACOMP, except to give to RGA'S attorneys some tapes containing a copy of three VERSACOMP programs that were found on the computer after the search. After copying them onto those tapes they were deleted from the computer, and some backup tapes were overwritten. Regarding a subpoena which was served upon during ] advised that during the search \_\_\_\_ had turned over the search, everything had for which the subpoena called. Since the FBI and have not discussed VERSACOMP except to say search, to each other that they agreed that they should not discuss it with each other.

remembered discussing VERSACOMP on the When asked whether subway, responded affirmatively. In about May or June of 1985 b6 , a friend of b7C had remarked on the subway to , that \_\_\_\_\_ liked working with VERSACOMP. By this time, thought it was alright to talk about VERSACOMP with people outside RGA instructions not to. This was because in April or even after had told someone in May of 1985, [ presence that had two or three VERSACOMP programs running.

had not seen any photocopies of VERSACOMP manuals at b6 RGA, just originals. There are four VERSACOMP manuals in print of b7C which had three at RGA; user's manual, language manual, and sample programs.

believes that

11ves in Westchester, New York.

10/31/85

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|                  |              | FEDERAL BUREAU                        | OF INVESTIGATION   | 1                                      |     |
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| جر ا             |              |                                       | Date of tran   | scription                              |     |
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| L                |              |                                       |  |  |     |
| was interv;      | lewed in the | e office of and<br>y (AUSA)           | in the presence  |  |     |
|                  |              |                                       | s attorney for   | n District of                          |     |
|                  |              | medo oredente d                       | is accorney for  |  |     |
|                  |              |                                       | cial identities of   |  |     |
| as               | a Special A  |                                       | he FEDERAL BUREAU  | J OF INVESTIGATION                     |     |
| (FBI) and o      |              | s an AUSA.                            |  |  |     |
|                  |              | Federal Gra                           | and Jury (FGJ) sub   | opoena regarding                       | ר   |
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| <b>I</b>         | 350          | 01 Market Stree                       | et, Philadelphia,  | PA, for about                          |     |
|                  |              |                                       | of annautorphant   |  |     |
| up to 1983.      | ,            |                                       |  |  |     |
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|                  |              |                                       |  | One group                              |     |
| of these         |              |                                       |  | of about one                           |     |
| dozen publi      | ications and | d a computer da                       | tabase. Another  | group is the                           |     |
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|                  |              |                                       |  |  |     |
| 3                | Included in  | the Software D                        | evelopment Group   | is a software                          |     |
| package cal      | led SCIMATI  | E. The purpose                        | e of SCIMATE is to   | o allow a user to                      |     |
|                  |              |                                       | ackage consists o  |  |     |
| 1) the Sear      | ccher, 2) th | ne Manager, and                       | 1 3) the Editor.   | The current                            |     |
|                  |              |                                       | 500 for the entir  |  |     |
| A new versi      | CIMARE AS    | st about \$399 I                      | or each of the the the store and the store the store of t | male for COIMATE                       |     |
| are convrid      | nted.        |                                       | does not kr  | now whether                            |     |
| SCIMATE its      | self is copy | vrighted, but a                       | lso advised that   | would find                             |     |
| out-later.       |              |                                       |  | ······································ |     |
| 1                |              |                                       |  | Philadelphia                           | 5   |
| Investigation on | 1/19/85      | <u>Philadelr</u>                      | bia, Pennsylvania  | a 28G-903 (SQ7)                        | ) - |
|                  |              | · · · · · · · · · · · · · · · · · · · |  |  |     |
|                  |              |                                       |  |  |     |
| by SA            |              | nab                                   |  | 11/25/85                               |     |

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| FD-302  | 2a (Rev. 11-15-83)   |            |
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|         | PH 28G-903 (SQ7)   |            |
|         |  | b6         |
| Continu | uation of FD-302 of, On, On, Page  | - b7C      |
|         | advised that ISI used to provide purchasers of<br>SCIMATE with a licensing agreement. Now SCIMATE is sold with<br>what is known as a shrink wrap agreement. Site license agreements<br>were discussed in connection with approaching large users of<br>SCIMATE. GARFIELD has been known to donate copies of SCIMATE. In<br>such situations, makes sure that the receiver of the donated<br>copy of SCIMATE receives a letter about the licensing of SCIMATE.   | b6<br>b7C  |
|         | In either late 1984 or early 1985, the exact date<br>unrecalled, another<br>ISI employee. The purpose of the meeting involved matters other<br>than VERSACOMP, but during that meeting remarked that<br>GARFIELD wanted to have VERSACOMP put in New York. To<br>"New York" meant RGA. During a subsequent conversation with<br>another ISI employee, in early September of 1985,<br>was told by that he was going to negotiate with PAGETEC,<br>the developers of VERSACOMP was aware that some kind of<br>testing had been done with VERSACOMP at a site other than ISI, but<br>does not know exactly what the outside tests were<br>believed that the tests were probably conducted at DATACOMP or<br>PORT CITY PRESS, two entities which have done business with ISI<br>in the past. | Ъ6<br>Ъ7С  |
|         |  | <b>ь</b> б |
|         | July of 1985. During that time period  | ь7С        |
|         | a lot until August of 1985. One of   |            |
|         | On<br>Management Committee. In addition to and persons   | Ъ6<br>Ъ7С  |
|         | present were GARFIELD, and others. Included  | 2.0        |
|         | in was a discussion of the problem with microcomputer <u>software and the suggestion</u> of the inventory recalled that  |            |
|         | made a comment that it was something important to know.<br>does not remember what GARFIELD said about it.  |            |
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#### FEDERAL BUREAU OF INVESTIGATION

12/2/85 Date of transcription.

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was telephonically contacted. \_\_\_\_\_ was advised of the identity of the person with whom \_\_\_\_\_ was speaking, and thereafter provided the following information:

The previous version of the computer software package known as SCIMATE is copyrighted. The new version of SCIMATE is in the process of being registered as well.

| Investigation on 11/22/85 | Philadelphia | , Pennsylvania | Philadelphia<br>28G-903 (SQ7) |           |
|---------------------------|--------------|----------------|-------------------------------|-----------|
| a. [                      | h            | 11/1           | 7/05                          | Ъ6        |
| by                        | :nab         | Date dictated  | 27/85                         | ьо<br>b7C |

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

UNITED STATES GOVERNMENT

DATE: 12/12/85 REPLY TO ATTNOF: SA (SQ7) SUBJECT: EUGENE GARFIELD; ET AL;

COPMAT; ITSP; (): 00: PH

To: SAC, (28G-903)(SQ7)(P)

On 10/30/85, AUSA requested of me that certain information be obtained from SEDGEWICK PRINTOUT SYSTEMS in Princeton, NJ in captioned matter. davised that was seeking corroboration of witnesses whom he was considering immunizing. He would be in the midst of FGJ appearances for the next three or four weeks and needed the information quickly in order to determine whom to immunize.

For the above reasons, and because the complexity of the <u>case would</u> be cumbersome in a teletype, I contacted ASSRA \_\_\_\_\_\_\_ in Trenton telephonically. \_\_\_\_\_\_ concurred that Philadelphia agents should travel to Princeton to conduct interviews in this situation.

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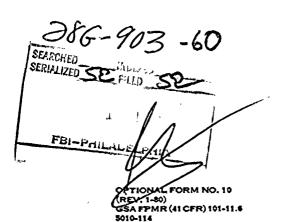
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28G-903 (SQ7)

DATE. 11.91 2 VSVITC Extra copies purged and 1\*

Extra copies purged and 1<sup>+</sup> destroyed pursuant to instructions in BuA/T 11/3/86



★ GPO : 1983 O = 381-526 (9073)

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Total Deleted Page(s) = 23
Page 7 ~ Duplicate;
Page 12 ~ Duplicate;
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Page 41 ~ Duplicate;
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Page 65 ~ Duplicate;
Page 66 ~ Duplicate;
Page 67 ~ Duplicate;
Page 68 ~ Duplicate;
Page 89 ~ Duplicate;
Page 90 ~ Duplicate;
Page 91 ~ Duplicate;
Page 93 ~ Duplicate;
Page 99 ~ b5; b6; b7C;
Page 100 ~ b5;
Page 101 ~ b5;
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U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to File No.

Philadelphia, Pennsylvania December 18, 1985

Assistant Director in Charge New York Division Federal Bureau of Investigation

I am writing to commend, through you, Special Agent (SA) \_\_\_\_\_\_ and other agents of the New York Division, whose Diligent efforts on short notice made possible the success of simultaneous searches of data processing facilities in Philadelphia and New York on October 2, 1985.

On September 23, 1985, a complaint was received in Philadelphia that the Institute for Scientific Information (ISI) in Philadelphia had conspired with Ralph Garner Associates, Incorporated (RGA) in New York to make an unauthorized copy of a \$48,000 computer software package and to transport the unauthorized copy in interstate commerce. The complainant's information was corroborated, and probable cause further developed, by Philadelphia SAs during the week of September 23, 1985. The Assistant United States Attorney (AUSA) in Philadelphia concurred with SAs in Philadelphia that the matter called for simultaneous searches of ISI in Philadelphia and RGA in New York. It was also believed that since a major portion of the information which constituted probable cause for those searches was already three months old, the searches should be conducted as soon as possible in order to hedge against the possibility of the probable cause "turning stale." It was decided that the searches should be conducted early in the week of September 30, 1985.

Due to this rapidly developing situation, a quick response was required of and received from SA \_\_\_\_\_\_ and others to conduct investigation in order to provide Philadelphia with information critical to the affidavit and to arrange personnel and equipment for the search of RGA. On the afternoon of October 1, 1985, an affidavit was sworn in the Eastern District of Pennsylvania (EDPA) and a warrant signed for the search of ISI. The case agent and AUSA in Philadelphia

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immediately traveled to New York to present an affidavit in the Southern District of New York (SDNY). It was through SA \_\_\_\_\_\_ extra efforts and coordination with AUSA in the SDNY that a magistrate could be located at a late hour that day in order that an affidavit be sworn in the SDNY and a warrant obtained for the search of RGA.

On the morning of October 2, 1985, simultaneous searches of ISI and RGA were successfully conducted by FBI SAs, producing valuable evidence of the alleged crime. Spearheaded by SA \_\_\_\_\_\_ the search of RGA by New York agents was professionally and enthusiastically conducted.

SA \_\_\_\_\_ is a credit to your division and it gives me great pleasure to highly commend him.

Very truly yours,

Wayne G. Davis Special Agent in Charge

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# 12/18/85

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TO: ADIC, NEW YORK (28G-2243) (SQC-3) (RUC) (Attention: ASSISTANT DIRECTOR IN CHARGE, JOHN L. HOGAN

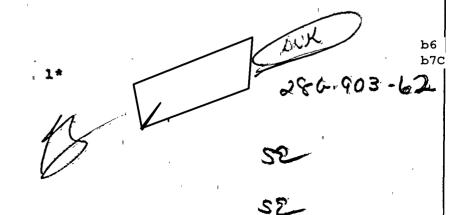
FROM: SAC, PHILADELPHIA (28G-903) (SQ7) (P)

SUBJECT: EUGENE GARFIELD, et al; COP MAT, ITSP; OO:PHILADELPHIA

Enclosed for New York is the original and one copy of a letter commending the performance of Special Agent (SA) and others in captioned matter.

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2-New York (28G-2243) (Encls. 2) /2-Philadelphia (28G-903) (SQ7) DDK:jr ///(4)



| FD-302 | (REV. | 3-10-82) |
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#### FEDERAL BUREAU OF INVESTIGATION

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|---|-----------|
| MICRO-PRO INTERNATIONAL CORPORATION,  | ь7с       |
| was<br>contacted telephonically at his office. He was advised of the<br>official identity of the contacting agent who advised him that<br>United States Attorney's (USA) Office had requested additional<br>information concerning WORD STAR and whether that program might<br>possibly have been "site licensed" to the INSTITUTE FOR SCIENTIFIC<br>INFORMATION, INC, 3501 Market Street, Philadelphia, Pennsylvania<br>(ISI).       |           |
| advised that there definitely had never been a site license for WORD STAR issued to <b>IST</b> .  | b6<br>b7С |
| He noted that under the most recent agreements shipped<br>with WORD STAR (circa nine months to a year ago) purchasers were<br>permitted five archival copies. Earlier agreements (circa September<br>1982) permit only three archival copies.   |           |
| advised that MICRO-PRO had changed policy some<br>time ago and ceased putting serial numbers of WORD STAR disks<br>within the code on the disk. He indicated that he would have one<br>of his technical people research how to locate such serial numbers<br>and contact Special Agent (SA)   | Ъ6<br>Ъ7С |
| word STAR (copyright 1979), its reference to training manuals<br>(WORD STAR (copyright 1979), its reference to training manuals<br>(WORD STAR Training Guide copyright 1982-1983, WORD STAR Reference<br>Manual copyright 1983). Also protected by copyrights is the WORD<br>STAR PROFESSIONAL PACKAGE composed of WORD STAR, SPELL STAR and<br>its reference manual), MAILMERGE (and its manual) and STAR INDEX<br>(and its manual). | Ь6<br>Ь7С |
|   |           |
|   |           |
|   | -         |
| (telephonic) Philadelphia (<br>Investigation on9/30/85  | 3         |
| by SA Date dictated 10/4/85   | b6<br>b7C |
| This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency;<br>it and its contents are not to be distributed outside your agency.  | 2.0       |

**FEDERAL BUREAU OF INVESTIGATION** ...

FD-352 REV. 3+10-82)

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| of Special Agents (SAs)  | Date of transcription_  | 11/18/85  |            |
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| was apprised of the official identities       b7         of Special Agents (SAs)       was apprised of the official identities       b7         of Special Agents (SAs)       of the       of the         FEDERAL BUREAU OF INVESTIGATION (FBI). Also present was       of the         the law firm of WURMAN AND JAFFE, 8200 Flourtown Road, Suite 2,       was         informed that the interviewing agents were interested in       was         informed that the interviewing agents were interested in       was         dealings with RALPH GANER ASSOCIATES (RGA), 460 Park Avenue, New         York, New York and THE INSTITUTE FOR SCIENTIFIC INFORMATION (ISI),         3501 Market, Philadelphia, PA.       was also informed that with the         facts available to the interviewing agents, there was at the time no         reason to believe that       or         SYSTEMS, INC. (SPS), would be subject to prosecution in the matter of         the unauthorized copying and commercial use of a computer software         package called VERSACOMP by ISI and RGA.       thereafter provided         the following information:       b6         with RGA since before 1975, probably as long as since sometime in the         1960's. SPS has been doing business with ISI for about five to sevent         years.       The end product of SPS'S service to its customers is a         "camera ready page", or "repro page", |   |   | <b>h</b> 6 |
| of Special Agents (SAS)  | was apprised of the offici  | al identities   | ью<br>b70  |
| the law firm of WURMAN AND JAFFE, 8200 Flourtown Road, Suite 2,<br>Wyndmoor, Pennsylvania (PA), telephone 215-836-5340. was<br>informed that the interviewing agents were interested in<br>dealings with RALPH GARNER ASSOCIATES (RGA), 460 Park Avenue, New<br>York, New York and THE INSTITUTE FOR SCIENTIFIC INFORMATION (ISI),<br>3501 Market, Philadelphia, PA was also informed that with the<br>facts available to the interviewing agents, there was at the time no<br>reason to believe that or SEDGWICK PRINTOUT<br>SYSTEMS, INC. (SPS), would be subject to prosecution in the matter of<br>the unauthorized copying and commercial use of a computer software<br>package called VERSACOMP by ISI and RGA thereafter provided<br>the following information:<br>   | of Special Agents (SAs)   | of the  |            |
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| York, New York and THE INSTITUTE FOR SCIENTIFIC INFORMATION (ISI),<br>3501 Market, Philadelphia, PA was also informed that with the<br>facts available to the interviewing agents, there was at the time no<br>reason to believe that or SEDGWICK PRINTOUT<br>SYSTEMS, INC. (SPS), would be subject to prosecution in the matter of<br>the unauthorized copying and commercial use of a computer software<br>package called VERSACOMP by ISI and RGA thereafter provided<br>the following information: and had bf<br>data processing experience prior to that. SPS has been doing business<br>with RGA since before 1975, probably as long as since sometime in the<br>1960's. SPS has been doing business with ISI for about five to seven<br>years The end product of SPS'S service to its customers is a<br>"camera ready page", or "repro page", ready to take to a printer and<br>is produced by a machine called a typesetter. The typesetter is<br>driven by a computer generated magnetic tape called a "driver tape",<br>containing in encoded form the composition to be printed bf<br>bccause RGA provides the same type of service as SPS does, but must<br>subcontract the typesetting work to SPS since RGA does not have the<br>necessary typesetting equipment. ISI is a publisher whom<br>considers a customer. SPS has had a contract with ISI to run driver<br>tapes on an almost daily basis since April of 1985.              |   |   |            |
| 3501 Market, Philadelphia, PA.       was also informed that with the facts available to the interviewing agents, there was at the time no reason to believe that   |   |   |            |
| facts available to the interviewing agents, there was at the time no<br>reason to believe that or SEDGWICK PRINTOUT<br>SYSTENS, INC. (SPS), would be subject to prosecution in the matter of<br>the unauthorized copying and commercial use of a computer software<br>package called VERSACOMP by ISI and RGA thereafter provided<br>the following information:<br>  |   |   |            |
| reason to believe that or SEDGWICK PRINTOUT<br>SYSTEMS, INC. (SPS), would be subject to prosecution in the matter of<br>the unauthorized copying and commercial use of a computer software<br>package called VERSACOMP by ISI and RGA thereafter provided<br>the following information:<br>and had bo<br>data processing experience prior to that. SPS has been doing business<br>with RGA since before 1975, probably as long as since sometime in the<br>1960's. SPS has been doing business with ISI for about five to seven<br>years.<br>The end product of SPS'S service to its customers is a<br>"camera ready page", or "repro page", ready to take to a printer and<br>is produced by a machine called a typesetter. The typesetter is<br>driven by a computer generated magnetic tape called a "driver tape",<br>containing in encoded form the composition to be printed be<br>considers RGA more as a friendly competitor than as a customer, b7<br>because RGA provides the same type of service as SPS does, but must<br>subcontract the typesetting equipment. ISI is a publisher whom<br>considers a customer. SPS has had a contract with ISI to run driver<br>tapes on an almost daily basis since April of 1985.<br>Westigation on   |   |   |            |
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| with RGA since before 1975, probably as long as since sometime in the<br>1960's. SPS has been doing business with ISI for about five to seven<br>years.<br>The end product of SPS'S service to its customers is a<br>"camera ready page", or "repro page", ready to take to a printer and<br>is produced by a machine called a typesetter. The typesetter is<br>driven by a computer generated magnetic tape called a "driver tape",<br>containing in encoded form the composition to be printed.<br>b6<br>considers RGA more as a friendly competitor than as a customer,<br>bccause RGA provides the same type of service as SPS does, but must<br>subcontract the typesetting work to SPS since RGA does not have the<br>necessary typesetting equipment. ISI is a publisher whom<br>considers a customer. SPS has had a contract with ISI to run driver<br>tapes on an almost daily basis since April of 1985.<br>PHILADELPHIA<br>SA   | data processing experience prior to that. SPS has been  |   |            |
| 1960's. SPS has been doing business with ISI for about five to seven years.         The end product of SPS'S service to its customers is a "camera ready page", or "repro page", ready to take to a printer and is produced by a machine called a typesetter. The typesetter is driven by a computer generated magnetic tape called a "driver tape", containing in encoded form the composition to be printed.       b6         considers RGA more as a friendly competitor than as a customer, because RGA provides the same type of service as SPS does, but must subcontract the typesetting work to SPS since RGA does not have the necessary typesetting equipment. ISI is a publisher whom considers a customer. SPS has had a contract with ISI to run driver tapes on an almost daily basis since April of 1985.         Westigation on       11/17/85         Princeton, New Jersey       PHILADELPHIA 28G-903 (SQ7)         SA       and         and       b6         b7       b7         b6       b6  |   |   |            |
| The end product of SPS'S service to its customers is a<br>"camera ready page", or "repro page", ready to take to a printer and<br>is produced by a machine called a typesetter. The typesetter is<br>driven by a computer generated magnetic tape called a "driver tape",<br>containing in encoded form the composition to be printed  |   |   |            |
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| because RGA provides the same type of service as SPS does, but must<br>subcontract the typesetting work to SPS since RGA does not have the<br>necessary typesetting equipment. ISI is a publisher whom   |   |   | ь7         |
| necessary typesetting equipment. ISI is a publisher whom   |   |   |            |
| considers a customer. SPS has had a contract with ISI to run driver<br>tapes on an almost daily basis since April of 1985.<br>PHILADELPHIA<br>PHILADELPHIA<br>PHILADELPHIA<br>PHILADELPHIA<br>SA   |   |   |            |
| tapes on an almost daily basis since April of 1985.<br>PHILADELPHIA<br>PHILADELPHIA<br>PHILADELPHIA<br>28G-903 (SQ7)<br>SA<br>and<br>SA<br>inab<br>Date dictated<br>11/12/85<br>b7   | necessary typesetting equipment. ISI is a publisher who   | m,  |            |
| PHILADELPHIA<br>PHILADELPHIA<br>PHILADELPHIA<br>28G-903 (SQ7)<br>SA and b6<br>SA 11/12/85 b7   |   | o run driver  |            |
| Divestigation on 11/7/85 Princeton, New Jersey File # 28G-903 (SQ7) 64<br>SA and b6<br>SA SA 28G-903 (SQ7) b6<br>SA 11/12/85 b7  | tapes on an almost daily basis since April of 1985.   |   |            |
| Nvestigation on <u>11/7/85</u><br>SA <u>and</u><br>SA <u>11/12/85</u><br>New Jersey File # <u>28G-903 (SQ7)</u><br>b6<br>b6<br>b7  |   | ,   |            |
| Divestigation on 11/7/85 Princeton, New Jersey File # 28G-903 (SQ7) 64<br>SA and b6<br>SA SA 28G-903 (SQ7) b6<br>SA 11/12/85 b7  | <i>"</i>  |   |            |
| Nvestigation on <u>11/7/85</u><br>SA <u>and</u><br>SA <u>11/12/85</u><br>New Jersey File # <u>28G-903 (SQ7)</u><br>b6<br>b6<br>b7  |   |   |            |
| PHILADELPHIA<br>PHILADELPHIA<br>28G-903 (SQ7)<br>SA and b6<br>SA SA inab Date dictated 11/12/85 b7   |   | **  |            |
| PHILADELPHIA<br>PHILADELPHIA<br>28G-903 (SQ7)<br>SA and b6<br>SA SA inab Date dictated 11/12/85 b7   | 1   |   |            |
| Investigation on         11/7/85         Princeton, New Jersey         File #         28G-903 (SQ7)         64           SA         and         b6         b6         b6         b6         b7         b6         b7         b6         b6         b6         b7         b6         b7         b7         b6         b7         b6         b7         b7         b7         b7         b7         b7         b7         b6         b7  | a a second s |   |            |
| SA and b6<br>SA SA b6<br>SA 11/12/85 b7  |   |   | 4          |
| SA :nab Date dictated 11/12/85 b7  | nvestigation onFile #File #   | 200-303 (301)   | ,          |
| SA :nab Date dictated 11/12/85 b7  |   |   | ъб         |
|  |   | 11/12/85  | b7         |
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This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

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,,On<u>11/7/85</u>,Page<u>2</u> b6 b7C

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Since at least 1972, RGA has been utilizing SPS'S service in connection with a computer software package called "FILECOMP". RCA CORPORATION originally developed FILECOMP to run on a particular kind of typesetting machine, called a "VIDEOCOMP" machine, which was marketed and serviced by RCA. SPS owns a VIDEOCOMP machine, and there is no other type of typesetting machine which will accept FILECOMP input.

With FILECOMP, two passes have to be made in order to produce the final product. The first pass produces what is called composition. The second pass accomplishes the typesetting function. Although composition and typesetting are two different functions, they are both performed on the same VIDEOCOMP machine. The end product of the composition phase is a driver tape with the arrangement of the print encoded on the tape. The end product of the typesetting phase is the repro page. The input to the composition phase is a magnetic tape containing in encoded form the raw article or material to be processed, and a FILECOMP program. A different FILECOMP program is required for each customer's job.

In about 1972, RCA'S FILECOMP/VIDEOCOMP division was acquired by INFORMATION INTERNATIONAL, INC. (III) in Culver, California. The VIDEOCOMP machines were thereafter serviced by III, until recently. III put out the word that there would no longer be a maintenance contract available for VIDEOCOMP machines. This meant that anyone using FILECOMP would have to find another system, because once a VIDEOCOMP machine required parts or service, it could be a very long time before it would run again, if ever, without a maintenance contract. At least one year ago, notified by telephone that FILECOMP, as is, would not be available after September of 1985. Since ISI was not using FILECOMP, there was no reason to make the same announcement to ISI.

After made the announcement to that FILECOMP was being discontinued, SPS made a FILECOMP simulator available on SPS'S mainframe computer. \_\_\_\_\_did not hear from \_\_\_\_ regarding the matter for a long time after that. \_\_\_\_\_ notified \_\_\_\_\_ lin writing what the price would be for straight typesetting. asked for a price adjustment for standard production if RGA were to produce driver tapes. \_\_\_\_\_ gave RGA a price adjustment because \_\_\_\_ felt that RGA was a good client, SPS was not going to be providing the same service to RGA and would be making adjustments, and RGA would be incurring costs to adjust its programs.

Continuation of FD-302 of .....

FD-302a (Rev. 11-15-83)

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In late August of 1985 or early September of 1985, RGA began testing a new system. This new system could not have been FILECOMP because it was not a FILECOMP program. The testing by RGA was done by running the first few pages of each job on the new system while running the entire job on the FILECOMP-VIDEOCOMP system. RGA provided a driver tape to do the testing, thus bypassing the composition phase at SPS. Such a customer-provided driver tape is also known as a "hang tape". \_\_\_\_\_\_ advised that if such a hang tape is not produced by FILECOMP, and a typesetter accepts the tape, there is no way to determine whether it was produced by VERSACOMP or by any other software package.

advised that VERSACOMP is a much more versatile software package than is FILECOMP. Whereas FILECOMP can perform the composition phase only on a VIDEOCOMP machine, VERSACOMP can do the same thing on a variety of computers. ISI is one of SPS'S customers who provide such driver tapes, or hang tapes, on which the composition phase is performed by the customer's computer before the tape is taken to SPS for typesetting. It makes no difference to the typesetting machine, other than VIDEOCOMPS, which software package performed the composition phase as long as the hang tape is properly prepared.

did not know that RGA was using VERSACOMP until b6 read about it in an article about the FBI search of ISI and RGA b7C in <u>COMPUTERWORLD</u> magazine. \_\_\_\_\_ did not know how RGA had acquired VERSACOMP, and \_\_\_\_\_ had not told \_\_\_\_\_ anything about it. During a conversation in reference to typesetting, after the article was was in the process of published, told that he trying to acquire the package. RGA stopped the tests after the 🔄 talked with 🗌 article was published, and about price and went back to the previous price structure. SPS bills its customers according to the number of pages and the activity on the pages. SPS is now providing composition and typesetting services to RGA with FILECOMP on a VIDEOCOMP machine without a service contract from III.

advised that in his opinion, a business using data processing would conduct tests any time it was making program modifications, and that VERSACOMP is a possible means of composing in RGA'S environment. To \_\_\_\_\_\_ there are two differences between ISI and RGA. One is that ISI provides driver tapes as opposed to FILECOMP programs. The other is that ISI is a publisher whereas RGA provides a service.

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concept of a backup site is a second data processing site to be used either in the event the primary computer becomes inoperative, or during peak production periods which do not justify additional equipment. The use of a backup site in such an event would involve the installation of the software on the second computer to run a job. A business could buy computer time from another, or agree to reciprocate as a backup site for the other. Establishing a backup site would involve testing the software on the second computer, but then taking it back before leaving the site. The software would have to be stored in a safe place, where a monthly fee would be charged to store the information. In SPS'S situation, the backup site would have to be someone who has a license to use the software.

The person at

SPS has a log of work sent into composition and typesetting. The customer usually provides SPS with such a log. Records at SPS regarding RGA would, in addition to these logs, consist of standard correspondence, shipping, billing, and run sheets.

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12/31/85 SA h6(SQ7) b7C EUGENE GARFIELD; ET AL: COPMAT; ITSP; OO: PH To: SAC, (28G-903) (SQ7) (P) Attached are photocopies of six requests by AUSA b6 b7C for informal immunity as follows: 10/25/85 1) 2) dated 10/25/85 3) dated 10/29/85 4) dated 10/29/85 .5) dated 11/4/85 6) dated 11/4/85 Also attached is a photocopy of notes taken by AUSA on 10/21/85 during a meeting with b6 b7C and myself. I was present for only a portion of that meeting on 10/21/85. During that meeting, advised that he was representing employees of the INSTITUTE FOR SCIENTIFIC INFORMATION (ISI). These employees included in particular, upon whom FGJ subpoenaes had been served in captioned matter. said that he believed that his clients had a Fifth Amendment privilege to assert, and that he would like to solicit a proffer on their behalf from the UNITED STATES ATTORNEY (USA). TO advised that he had already interviewed the that end. clients listed above, and then provided with what information these clients would give if they were to be given immunity., This notes, of which the attachment information was summarized in is a photocopy. 285-903-65 •903 €(SQ7) SEARCHED SERIALIZED DEC 31 1985 b6 ∘ b7C ્રાટ્

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| ·                       | and I were present     | during interviews.      |
|-------------------------|------------------------|-------------------------|
| with                    |                        |                         |
| on and with             |                        | Upon the request        |
| of and with th          | e concurrence of       | no notes were taken     |
| during those interviews | . Obviously, had I in  | sisted on taking notes, |
|                         | tructed his clients to |                         |
| until I was absent. Ta  | king into consideratio | on this fact and the    |
| fact that proffer lette |                        |                         |
| interview without notes | was better than no in  | terview at all. During  |
| those interviews,       |                        | provided                |
| the same information th | at said they           | would, as summarized    |
| in notes.               |                        | -<br>ŧ                  |
|                         | 1                      |                         |
| inform                  | ed me that he and      | interviewed             |
|                         |                        | ey also provided the    |
| same information that   | said they woul         |                         |
| Embodied in t           | he first six attachmen |                         |
|                         |                        |                         |

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description of what was said by all six interviewees based upon notes he jotted down immediately after the interviews. It is not certain as of this writing whether AUSA will submit any of the six requests for immunity.

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|------------|---|----------|---------|------------|
| MEMORANDUM | - | IMMUNITY | REQUEST | AUTHORIZED |

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| FILE NO. 8502818   | DATE: 10/25/85   |
|--|--|
| CASE OR INVESTIGATION CAPTION:                                     | U.S. V. EUGENE GARFIELD and  |
| INSTITUTE FOR SCIENTIFIC INFORM                                    | MATION, INC.   |
| PRESENT STAGE OF PROCEEDING:                                       | Investigation: Search Warrants   |
| have been executed, grand jury                                     | testimony will be presented  |
| shortly.   | ۰.<br>۱  |
| SUBJECT(S) FOR WHICH IMMUNITY                                      | REQUESTED:   |
|  | b7   |
|  | · · · · · · · · · · · · · · · · · · ·  |
| TYPE OF IMMUNITY REQUESTED: H                                      | FORMAL INFORMAL X  |
| REASONS FOR IMMUNITY REQUEST:                                      | · · · · · · · · · · · · · · · · · · ·  |
|  |  |
| SEE ATTACHED SHEET   |  |
|  | in the presence of his <sup>b6</sup><br>an off-the-record proffer. <sup>b7</sup> |
| installed VERSACOMP at RGA duri                                    | ing two trips to RGA in October,   |
| 1984. From conversations with                                      |  |
| agreement. was told to   | ation violated the licensing   |
| his proffer, appeared t  | to be truthful and fully coopera-  |
| tive<br>not managerial, function. He r                             | received no benefit or monetary  |
| reward for performing what was                                     | a regular part of his duties.  |
| Although he arguably has crimin<br>be useful to the anticipated pr | hal exposure, his testimony will rosecution and the interests of                 |
| justice do not require his pros                                    |  |
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| SUBMITTED BY   |  |
|  |  |
| APPROVAL   |  |
| (Date & Initials)  |  |
|  |  |
| Chief Criminal First As  | EDWARD S. G. DENNIS, JR.   |
| Division U.S. Att  |  |

| ME                           | Emorandum - Imm                  | UNITY REQUEST                   | AUTHORIZED                          | •         |
|------------------------------|----------------------------------|---------------------------------|-------------------------------------|-----------|
| FILE NO. 8                   | 3502818                          |                                 | DATE: 10/25/85                      |           |
| CASE OR INVE                 | ESTIGATION CAPT                  | ION: U.S. V. E                  | UGENE GARFIELD a                    | nd        |
| INSTITUTE FO                 | DR SCIENTIFIC I                  | NFORMATION, IN                  | C                                   |           |
| PRESENT STAC                 | GE OF PROCEEDIN                  | G: Investigati                  | on: Search Warra                    | nts       |
| have been ex                 | cecuted, grand                   | jury testimony                  | will be present                     | ed        |
| shortly.                     |                                  |                                 |                                     |           |
| SUBJECT(S) H                 | FOR WHICH IMMUN                  | ITY REQUESTED:                  |                                     |           |
|                              |                                  |                                 |                                     |           |
|                              |                                  |                                 |                                     |           |
| TYPE OF IMM                  | JNITY REQUESTED                  | FORMAL                          | INFORMAL_X                          | _         |
| REASONS FOR                  | IMMUNITY REQUE                   | ST:                             |                                     |           |
| CE                           | E ATTACHED SHE                   | FT                              |                                     |           |
| Ön                           |                                  |                                 | in the presence                     | of him    |
| attorney,                    |                                  | made an off-t                   | he-record proffe                    |           |
| He has known<br>received a 1 |                                  |                                 | In May, 1984,                       |           |
| neede                        | d VERSACOMP in                   | order to keep                   | a copy of VERSA<br>his equipment c  | ompatible |
| to                           |                                  | , under the co                  | ntract, ISI coul                    |           |
| violate the                  | COMPAdd                          | itionally,                      |                                     |           |
| advised Dr.                  | Garfield of the                  | ese facts. Dr                   | this transfer.<br>. Garfield instr  | ucted     |
| which violat                 | provide copies<br>es the contrac | of the VERSAC<br>t. and to solv | OMP manuals to<br>e the technical   | problems. |
| In June, 198                 | 4, wrot                          | e to Dr. Garfi                  | eld acknowledgin<br>ACOMP. After fu | g receipt |
|                              | (CONTI                           | NUED ON PAGE 2                  |                                     |           |
| SUBMITTED BY                 | ¥:                               |                                 |                                     |           |
|                              |                                  | hey                             |                                     |           |
| APPROVAL<br>(Date & Ini      | tials)                           |                                 |                                     |           |
| (where is suit               | vauer /                          |                                 | - <u>-</u> · ·                      |           |

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### REASONS FOR IMMUNITY REQUEST (CONTINUED):

regarding the terms of the contract, discussion with to arrange installation of Dr. Garfield instructed then followed those instructions. VERSACOMP at RGA. contradicts version of an alleged conversation between the regarding instructions to [ to avoid making written reference to states that he personally made these events. However, a decision to avoid making written reference to them. also contradicts version of an alleged conversation in which between recollection regarding allegedly refreshed these events. However, in no way denies that these Thus, the discrepancies between events occurred. and are not critical. told In l choose that ISI was now vulnerable should Although to expose this conduct. says he has no knowledge of it, we know that thereafter attempted to protect ISI by negotiating a second license for VERSACOMP. ] says that since this investigation became public, all ISI employees and Dr. Garfield have determined to cooperate fully. During his proffer, appeared to be truthful and fully cooperative. He directly inculpates Dr. Garfield and efforts to provides a personal commercial motive for obtain VERSACOMP. professes to have little responsibility but follows the instructions of an autocratic Dr. Garfield.

Although he has potential criminal exposure, \_\_\_\_\_ merely followed instructions and received no direct benefit from this conduct. Therefore, the interests of justice do not require his prosecution. Ь6 Ь7С

| FILE NO. 8502818  | DATE: 10/29/85   |
|---|--|
| CASE OR INVESTIGATION CAPTION                                   | U.S. V. EUGENE GARFIELD and  |
| INSTITUTE FOR SCIENTIFIC INFO                                   | MATION, INC.   |
| PRESENT STAGE OF PROCEEDING:                                    | INVESTIGATION: SEARCH WARRANTS   |
| HAVE BEEN EXECUTED, GRAND JURY                                  | TESTIMONY WILL BE PRESENTED  |
| SHORTLY.  |  |
| SUBJECT(S) FOR WHICH IMMUNITY                                   | REQUESTED:   |
|   |  |
|   |  |
| TYPE OF IMMUNITY REQUESTED:                                     | FORMAL INFORMALX   |
| REASONS FOR IMMUNITY REQUEST:                                   |  |
| SEE ATTACHED SHEET  |  |
| <u>On October 28, 1985</u><br>attorney.                         | in the presence of his<br>le an "off-the-record" proffer.                      |
| stated that he initiated the 3                                  | le an "off-the-record" proffer.  |
| to   requesting   | a copy of VERSACOMP.   told  |
| that providing a copy<br>agreement. Shortly thereafter          | would be a violation of the licensing , gave a four volume                     |
| set of VERSACOMP manuals to se                                  | and to had received  |
| approximately 10 copies of the<br>Later, purchased approx       | e manuals when ISI acquired VERSACOMP.<br>Imately 10 more sets of manuals from |
| Pagetec for about \$400. Conse<br>manuals to give to            | equently, had an extra set of  |
| -   | · · ·  |
| VERSACOMP program was running                                   | as having a problem because the too slowly on the ISI computer. In             |
| March or April, 1985, we  | ent to RGA to perform timing tests on  |
| VERSACOMP. His initial attemp<br>VERSACOMP would not run on the | ot to do this was unsuccessful because<br>RGA computer. Subsequently,          |
| returned to RGA with  | and together they were able to<br>(CONTINUED ON PAGE 2)                        |
| SUBMITTED BY:   |  |
|   |  |
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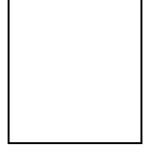
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run VERSACOMP.

After \_\_\_\_\_\_\_ contacted Pagetec to b6 discuss obtaining a second license for VERSACOMP at RGA. Although b7C \_\_\_\_\_\_\_ told Pagetec that RGA would be an off-site installation for ISI to use VERSACOMP, \_\_\_\_\_\_\_ says that ISI did not use VERSACOMP at RGA except for the timing test which he conducted. \_\_\_\_\_\_\_ understanding is that RGA wanted VERSACOMP in order to remain compatible with RGA's typesetting service. \_\_\_\_\_\_ does not know what use RGA made of VERSACOMP.

Although \_\_\_\_\_\_ is a nervous individual and his memory is not the best, he appeared to be truthful and fully cooperative during his proffer. \_\_\_\_\_\_ has a full set of relevant documents which he can provide. Although \_\_\_\_\_\_ arguably has criminal exposure, he simply followed the orders of his superiors. The interests of justice do not require his prosecution.

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|---------------------------|----------------------|---------------------------------|---------------------------|-----------------------|--------------------------|--------------------|
|                           | MEMORAN              | NDUM - IMMUNITY                 | Y REQUEST                 | AUTHORIZE             | D.                       |                    |
| FILE 1                    | NO. 8502818          | 3                               |                           | DATE: 10              | /29/85                   |                    |
| CASE (                    | OR INVESTIGA         | ATION CAPTION:                  | Ú.S. V.                   | EUGENE GA             | RFIELD an                | <u>d</u>           |
| INSTI                     | TUTE FOR SCI         | ENTIFICE INFOR                  | MATION, I                 | NC.                   |                          |                    |
| PRESE                     | NT STAGE OF          | PROCEEDING: IN                  | IVESTIGATI                | ON: SEARC             | H WARRANT                | S                  |
| HAVE J                    | BEEN EXECUTE         | D, GRAND JURY                   | TESTIMONY                 | WILL BE               | PRESENTED                |                    |
| SHORT                     |                      |                                 |                           |                       |                          |                    |
| SUBJE                     | CT(S) FOR WF         | HICH IMMUNITY H                 | REQUESTED:                |                       |                          |                    |
|                           |                      |                                 |                           |                       |                          | 7                  |
|                           |                      |                                 |                           |                       |                          |                    |
| TYPE (                    | OF IMMUNITY          | REQUESTED: FO                   | DRMAL                     | INFOF                 |                          | <del></del>        |
|                           |                      | NITY REQUEST:                   |                           |                       |                          |                    |
| 1,011001                  |                      | ACHED SHEET                     |                           |                       |                          |                    |
|                           |                      | <u>ber 28.</u> 1985,            |                           | 1 in the              | nnoconco                 | of his             |
| attorr                    | <u>vey.</u>          | made                            | e an "off_i               | <u>the-</u> recor     | d" proffe                | r.                 |
| under                     | the licensi          | ng agreement w                  | ith Paget                 | aske<br>ec. ISI c     | d him when               | ther,<br>ide a     |
| copy c                    | of VERSACOMP         | $\mathbf{r}$ to RGA.            | tole                      | d [                   | <u>that</u> th:          | is                 |
|                           | from                 | <u>In about</u><br>indicat      | ing that '                | VERSACOMP             | saw an had been          | expense            |
|                           | lled at <u>RGA</u> . |                                 | <u>calls that</u>         | t he then             | summoned                 |                    |
| was at                    | and<br>RGA. This     | contradicts                     |                           |                       | n why VERS<br>tion that  |                    |
|                           | caused               | to cal                          | .1                        | on the                | telephone                |                    |
| tell L                    | wh<br>stent as to    | at had happene<br>the substance | d. In any of the cou      | y event,<br>oversatio | they are                 | hetandina          |
|                           | advic                | e that sending                  | VERSACOM                  | P to RGA              | violated (               | the                |
| licens<br>Garfie          | sing agreeme<br>ald. | nt, this was d                  | lone at the<br>it he then | e instrúc<br>approach | tion of Di<br>ed Dr Gai  | r.<br>nfield       |
| who co                    | nfirmed tha          | t he had autho                  | rized the                 | installa              | tion of VI               | ERSACOMP           |
| at RGA                    | . Dr. Garf           | ield told                       | that                      |                       | field bel:<br>ED ON PAGE |                    |
| SUBMT                     | TTED BY:             |                                 |                           | (0000 400             | on that                  | 5 4 /              |
|                           |                      |                                 |                           |                       | ·<br>• • • • • •         |                    |
| - 3 <sup>°</sup> 5<br>- 4 | *                    |                                 |                           |                       |                          |                    |
| APPROV                    |                      |                                 |                           |                       |                          |                    |
| (Date                     | & Initials)          | )                               |                           |                       |                          |                    |
| (2000                     |                      | ·                               |                           |                       |                          | ٩                  |
|                           |                      |                                 |                           |                       |                          | ę                  |
|                           | Criminal             | First Ass<br>U.S. Atto          |                           |                       | 5. G. DENN<br>States Att | • -                |

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this installation was justified because RGA could handle excess work for ISI, timing tests could be run at RGA, and RGA would be a backup site in the event of a system breakdown at ISI. With the exception of a single timing test at RGA, none of these possible uses ever came to pass. RGA was paid for the timing test.

In a series of conversations, convinced b6 b7C Dr. Garfield that ISI should obtain a license for the installation of VERSACOMP at RGA. told Dr. Garfield that by installing VERSACOMP at RGA the management of ISI would set a bad example for the ISI employees who knew that this installation told Dr. Garfield violated the license agreement. Also, that ISI would be vulnerable to blackmail by its employees. Consequently, Dr. Garfield authorized an attempt to get a second license. directed to contact Pagetec about a second license, and to justify the request using the reasons given to [ by Dr. Garfield. Pagetec then submitted a proposed second license agreement. ISI undertook to review the terms of the license agreement and negotiate a splitting of its cost with RGA. These efforts proceeded slowly due to various vaction schedules, and were still under way when the F.B.I. executed a search warrant on October 2, 1985.

With regard to the Wordstar program. b6 says that b7C ISI purchased nine legitimate copies of Wordstar. has no knowledge of the unauthorized duplication of Wordstar programs. He is aware that suggested obtaining a site licensing agreement for Wordstar. At the time of his proffer, could not recall whether this subject had been raised directly with Dr. Garfield, . We have was-present-when the issue information indicating-that was raised with Dr. Garfield. will review his files in an attempt to refresh his recollection on this subject.

In addition to his personal subpoena, b6 received a subpoena gave this subpoena to another b7c gave this subpoena to another b7c has undertaken exhaustive efforts on behalf of ISI. According to , Dr. Garfield has recently indicated that he did not authorize the installation of VERSACOMP at RGA. acknowledges that any such assertion by Dr. Garfield is contradicted by their conversations in May, 1985.

Throughout his proffer, appeared to be b6 truthful and fully cooperative. Criminal exposure b7C appears to be marginal, and the interests of justice do not require his prosecution.

| ILE NO.           | 8502818       |                                  | DATE:       | 11/4/85                      | ,                      |
|-------------------|---------------|----------------------------------|-------------|------------------------------|------------------------|
|                   |               | N CAPTION: U.S                   |             |                              |                        |
|                   |               | FIC INFORMATIO                   |             |                              |                        |
|                   |               | CEEDING: INVEST                  |             | ARCH WARRANT                 | S HAVE                 |
|                   |               | JURY TESTIMON                    |             |                              |                        |
|                   |               |                                  |             |                              |                        |
| UBJECT(           | S) FOR WHICH  | IMMUNITY REQUE                   | STED:       |                              |                        |
|                   |               |                                  |             |                              |                        |
|                   |               |                                  | •           |                              |                        |
| YPE OF            | IMMUNITY REQU | JESTED: FORMAL                   | IN          | FORMAL X                     |                        |
| EASONS            | FOR IMMUNITY  | REQUEST:                         |             |                              |                        |
|                   | SEE ATTACHE   |                                  |             |                              | <b>C</b> 1             |
| ttorney           | ,             |                                  | "off-the-re | cord" proffe                 | er.                    |
| or                |               |                                  | uring that  | interview, I                 | Dr. Garfield           |
| omputer           | systems, kno  | of the existen<br>wn internally  | as "System  | A" and "Syst                 | tem B."                |
|                   |               | olve a central<br>s at ISI. Dur  |             |                              |                        |
|                   | ield that she | e did not want<br>n which her em | to supervis | e an                         |                        |
|                   | ers. Rather,  | she would ins                    | ist, as a c | ondition of                  | her                    |
|                   | n A and Syste | department emp<br>em B. Dr. Garf | ield agreed | . Thereafte                  | er, when               |
| I                 | began her en  | ployment, one                    | or ner 11rs | t projects v                 | las to                 |
|                   |               |                                  |             |                              | She                    |
| hen subr          | nitted her pr | oposal for app                   |             | ever, prior<br>NTINUED ON F  | to approval<br>PAGE 2) |
| UBMITTE           | D BY:         |                                  |             |                              |                        |
|                   |               | Attorn                           | ney         |                              |                        |
| 74770000          | ,             |                                  |             |                              |                        |
| PPROVAL<br>Date & | Initials)     |                                  |             |                              |                        |
|                   |               |                                  |             |                              |                        |
|                   |               | -1                               |             |                              | -                      |
| chief Cr          |               | First Assista<br>U.S. Attorney   | ant         | ND S. G. DEN<br>ed States At |                        |

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| being granted,  | b6 |
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| and he became the   | b7 |
| for her proposal was necessary.                           |    |
| proposal, apparently believing that System A and System B |    |
| represented out-dated technology. believed that           |    |
| should  |    |
|   |    |

In December, 1984, the IBM personal computers for the editorial services department were delivered. However, the computers could not be networked and functioned as individual machines.

When System A and System B were purchased, part of the package was a multi-user license for software. The multi-user license was obtained by the vendor of System A and System B. however, involved no such license. Each machine had to be supplied with an individual package of software. \_\_\_\_\_\_ and other ISI employees made copies of software, including Wordstar, to be placed at each machine. \_\_\_\_\_\_\_ also made a copy for each machine of a book, which is one of many available at bookstores, which instructs the reader on the use of Wordstar.

Perhaps following the model of the editorial services department, other departments at ISI began to receive numerous IBM personal computers. Due to the proliferation of these machines, a Micro-Computer Task Force ("MCTF") was established at ISI, with

The first task of the MCTF was to create an agenda. From her ongoing review of trade literature, was aware of the availability of multi-user licenses and site licenses for software. Was aware that such licenses would be appropriate to the expanding use of personal computers at ISI. Consequently, one of the first items on the MCTF agenda was exploration of the availability of such licenses. Literature was assembled and inquiries were made of various companies. These inquiries were made discreetly, by an employee using his home address, so as not to alert the companies of potential violations already occurring at ISI.

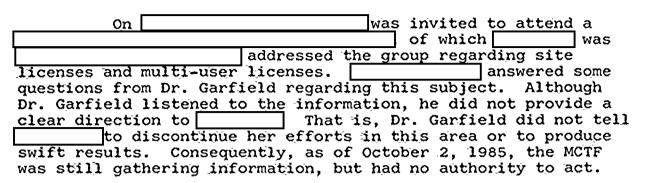
Little progress was made regarding the question of site says that top management never indicated that licenses. this subject should be dropped or pursued more vigorously. ascribes the slow progress to an institutional problem at ISI. If the director of a specific department at ISI has a problem within her department, that director can approach her immediate superior, for guidance and authorization to act. Presumably, the could take the problem to Dr. Garfield. Thus, a clearly defined chain of command exists for intra-departmental problems. However, where the problem is inter-departmental, as in the case of site licenses, the chain of command is murky. Presumably only Dr. Garfield could provide guidance or authority to act on such matters. In any event, there was no single individual whom felt comfortable approaching regarding site licenses, and there was no direction to the efforts of the MCTF.

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After October 2, 1985, ISI ceased using unauthorized copies of Wordstar. Instead, ISI went out and purchased practically every available authorized copy of Wordstar in the city of Philadelphia. In addition to Wordstar, other pieces of software were duplicated at ISI. These include dBase II, Super Calc, and possibly Ashton Date.

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b6 | b7С

| FILE NO. 85028                         | L8                               |            | DATE: 11/                  | 4/85                         |  |
|--|----------------------------------|------------|----------------------------|------------------------------|--|
| CASE OR INVESTIGA                      |                                  | U.S. V.    | EUGENE GARF                | IELD and                     |  |
| INSTITUTE FOR SCI                      | ENTIFIC INFORM                   | LATION, IN | с.                         |                              |  |
| RESENT STAGE OF                        | PROCEEDING: 1                    | NVESTIGAT  | ION: SEARCH                | WARRANTS H                   | AVE  |
| BEEN EXECUTED. GI                      | RAND JURY TEST                   | IMONY WIL  | L BE PRESEN                | TED SHORTLY                  | <u>.                                    </u> |
|  |                                  |            |                            |                              |  |
| SUBJECT(S) FOR WH                      | ICH IMMUNITY P                   | REQUESTED  |                            |                              |  |
|  | <u> </u>                         |            | <u></u>                    |                              |  |
|  |                                  | •<br>      |                            | _~~                          |  |
| TYPE OF IMMUNITY                       | REQUESTED: FO                    | DRMAL      | INFORM                     | ₩ <u>×</u>                   |  |
| REASONS FOR IMMUN                      |                                  |            |                            |                              |  |
|  | ACHED SHEET                      |            |                            |                              |  |
| <u>On Nover</u><br>attorney.           | <u>mber 1.1</u> 985,             | an "off-   | in the pres<br>the-record" | ence of his<br>proffer.      |  |
| attorney,                              | at he particip                   | ated in t  | he original                | , authorized                 | đ  |
| nstallation of VI<br>ment with VERSACO |                                  |            |                            |                              | olve-<br> was                                |
| lirected to trave                      | l to RGA to in                   | stall cer  | tain <u>softwa</u>         | ire.                         |  |
| craveled to RGA or                     | <u>n a</u> train in t            | he compan  | y of                       | W                            | hen  |
| was trave                              | were on the<br>lling to RGA t    | train, L   | told                       |                              | at<br>ade a                                  |
|  | ] about this i                   |            |                            |                              |  |
| violation of the                       |                                  |            |                            |                              | ated   |
|  | correct, and t<br>ecalls install |            |                            |                              |  |
| nstall and                             | working sep                      | aratelyt   | o install W                | ERSACOMP.                    |  |
|  | has no recolle<br>stallation of  |            |                            |                              |  |
| may have                               | called upon                      | for        | assistance                 | At the end                   | nd   |
| of the work day,                       | and 🗌                            | ret        | urned to Ph                | iladelphia                   | -  |
| ogether on the t                       | cain.                            | has had    | -                          | contact with<br>NTINUED ON 1 |  |
| UBMITTED BY:                           |                                  |            |                            |                              | AGE 2)                                       |
| ,                                      |                                  | Y          | 1                          |                              |  |
|  |                                  |            |                            |                              |  |
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VERSACOMP and has never again traveled to RGA.

S. N.

During his proffer, appeared to be truthful and cooperative. Although an argument can be made that has some criminal exposure, the interests of justice do not require his prosecution.

Contra de la contr L'Enn - High 10/21/85 a adam "n -m b6 •• *~* Represents : یست مد وی متنف یہ مو -· · · · · · We has nother to each one. Is prepared to represent their proposed testing. OLT, 84. He installed Versacomp in NY. | Knew this was in violation of the licensing agreement. Told to do it Uhr . Uhrged CPU 10 Ho. Changed 4 week accurate report at direction not went to RGA to do timing tests on Versacong. He had seen correspondence, Mar 4, 1984, nent a menes to May 14, 84, "Lan we do this" May 16, 184, nom " regulardo "Ho we can't." It was done anywa because baifield wanted it dans. Latter your 13, 89, to Carpieles chiming Versacing indtallation. knew it was Istalled, in violation tioning agreement. Sent a manual to REA, or gave it to to send, before fune 13 letter. Timing tests and April, 85t. 151 was having problems with Versachy - Pagination take

too long. So they tested in NY. They concluded Versecong was becaving "competition" from other programs on 151 (grouputer! Jone 13, 84, letter acknowledged that recept of monwals from and achnowledled meahing to a woont getting a copy of Versdemp. What additional copy could be requested from Bogeter with RGA CAU 10 Not Received letter from an May 4, 1984, ashing for Versnamp. Anone of potential moblem. Sent memo to ashing him to check tiensing agreement. May 14, 84 Memo. Require is May 16 84, raying con the doste. Adviced Confield of the problem. Confield rays send the manuals, for now. Letter comes from on your 13, 84, Acknowleding receipt or manuals. about fine 13 letter. At tills confide rending Versneams & violater morning regression. a (com of letter exists with (Confield's handwhitter) note, "show me the caltact," which did. boufield sur, do it anywhich it was doned. 20 did. bufield run, do notified ( barfield it had been more. Conoboratio . Doesn't have quite the recall, but doem of digute the member. explace report in March remembers of them set in ~ April \_ 85. \_

motion effort to obtain a supplementary beining Agreement from Pagetee. Orann a back up user site in May or fine, 85, and Confield said he wanted it up there. Batt \_\_\_\_\_\_ convinced Confield to negotiate a new licensing agriement. Went to RbA with for at time of installation, went up for a Odifferent surported not know of Versacions installation with he got a the train with how horhed in sego Worked in reparate rooms up there. Director of Editorial Services. No knowledge 1 Versacomp. () Mustiple copies of Wordstan made. Knew t was going lon, Oknew it shouldn . the dore. She and had a difference of quintion about the system - the P.C.'s in Velitorial Dept. She installed Wordprocessors. brought in IBM pero, and returneted Ste (and others milly) b6 mode multiple copies of Workston. An April, 85, & micro computer task force is formed at 151. She Is in change. She suggested a multi-site contract for aldata. Others, however, were apair this would tip Mingro off, is the idea was bagged.

K. took his stare. She agreed with uding multi- inte Alicine ... nandgement ( committee of SI. while for licensing Ogreement. on deaf eurs, i.e. (Confield is. About 30 other logies of Workston ell on ne a the meminer. ₹<u>E</u> Unitethin of Versacomp at REA - not done for back up tothe purposes. barfield was trying to help out his half brother. loes not recall telling It RGA delater the reference Visidionio to -11 wak pertia horoste. There by inviduals & offer no contradiction to my other averments in the affidavits. July 25, Meeting Other mours Bur I Super Cale

FD-302 (Rev. 3-10-82)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 1/22/861 appeared at the office of the United States Attorney, Eastern District of Pennsylvania accompanied by his Attorney, , of the law firm of PHILLIPS AND PHELAN, Suite 1600, 121 South Broad Street, Philadelphia, Pennsylvania, for the purpose of making an off-the-record proffer to Assistant United States Attorney (AUSA) [ was informed by AUSA that was being questioned with respect to the allegation that [ the INSTITUTE FOR SCIENTIFIC INFORMATION (ISI), had made an unauthorized copy of a computer indicated to software <u>package</u> called VERSACOMP. AUSA could be considered a subject of the investigation that he, at this time, but would likely become either a target of the investigation or a cooperating witness hinging on \_\_\_\_\_\_ truthfulness and candor. A proffer letter was signed and thereafter provided the following information: and is presently the there. During two trips in October, 1984, installed a copy of VERSACOMP on a computer at RALPH GARNER ASSOCIATES, INC. (RGA) in New York, New York. To do this, a copy was made on magnetic tape of ISI's copy of VERSACOMP, and the tape was carried by to RGA. The Central Processing Unit identification number had to be changed on the RGA computer to get that copy to run on RGA's computer. From conversations with two other ISI employees, lwas aware that this installation was in violation of the licensing agreement by which ISI was permitted to use VERSACOMP. was nevertheless told by to make the installation. submitted four-week period reports, one of which mentioned the installation of VERSACOMP on RGA's computer. The reference to VERSACOMP at RGA on this period report was deleted by upon the direction of to delete this reference. did not tell

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Investigation on 10/24/85 at Philadelphia, Pennsylvania File # PH 28G-903-00 ДОК By SA ivs Date dictated 12/12/85 b6 b7C

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FEDERAL BUREAU OF INVESTIGATION

Date of transcription 1/22/86

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|---|------------|
| appeared at the office of the United States Attorney, Eastern District  | b70        |
| of Pennsylvania, accompanied by his Attorney,                           |            |
| of the law firm of PHILLIPS AND PHELAN, Suite 1600, 121 South Broad     |            |
| Street, Philadelphia, Pennsylvania, for the purpose of making an off-   |            |
| the-record proffer to Assistant United States Attorney (AUSA)           | 1          |
| was informed by AUSA that was being                                     |            |
| questioned with respect to the allegation that                          |            |
| the INSTITUTE FOR SCIENTIFIC INFORMATION (ISI), had made an             |            |
| unauthorized copy of a computer software package called VERSACOMP.      |            |
| AUSA indicated to that could be   |            |
| considered a subject of the investigation at this time, but would       |            |
| likely become either a target of the investigation or a cooperating     |            |
| witness hinging on truthfulness and candor. A proffer                   |            |
| letter was signed and thereafter provided the following                 |            |
| information:  |            |
| and   | b6         |
| has known in  | b7         |
| New York, New York, for many years.                                     |            |
|   |            |
| On about received a letter from   | Ъб         |
| asking for a copy of VERSACOMP, because RGA needed it in order to       | <b>b</b> 7 |
| continue to utilize the services of one of of its vendors. On           |            |
| sent a memo to  |            |
| and generally the with ISI's Corporate                                  |            |
| Counsel, asking to check into whether it would be                       |            |
| permissible to give a copy of VERSACOMP to RGA under the terms of the   |            |
| contract by which ISI uses VERSACOMP. On told                           |            |
| that it was not permissible under the contract.                         |            |
| then told EUGENE GARFIELD, President of ISI, that                       | b6         |
| it would violate the terms of ISI's contract to give RGA a copy of      | ъс<br>b7   |
| VERSACOMP.   also told GARFIELD that there would be technical           |            |
| problems with giving them a copy. GARFIELD told to give                 |            |
| copies of VERSACOMP manuals and to solve the technical                  |            |
| problems. had the manuals sent to                                       |            |
|   |            |
| On June 13, 1984, sent GARFIELD a letter                                | b6         |
| acknowledging receipt of the manuals and asking again for a copy of     | ь7         |
| VERSACOMP. GARFIELD then told about the June 13, 1984,                  |            |
| This time on 10/24/05 at philodolphia, Poppauluonia, Pilo & DU 200-002  | 62         |
| stigation on 10/24/85 at Philadelphia, Pennsylvania File # PH 28G-903 - | 67         |
| A Date dictated 12/12/85  |            |
|   |            |
| dogument contains notther recommendations ner conclusions of the PBT    |            |

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PH 28G-903

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| Continuation of | E FD-302 | of       | • • • • • • • • • • • • • | on 10/24/85  | , Page | 2 | b6  |
|-----------------|----------|----------|---------------------------|--|--------|---|-----|
|                 |          | <u>,</u> |                           | <del>الله المان الذين أسلسين في يُزين ليسمعه</del> |        |   | b7C |

| <pre>letter told GARFIELD that to send the copy of VERSACOMP<br/>would violate the terms of the contract. GARFIELD routed the<br/>June 13, 1984, letter to with "Show me the contract" written<br/>on it in GARFIELD's handwriting showed GARFIELD the<br/>contract, and GARFIELD instructed to do it anyway<br/>then had a copy of VERSACOMP installed on RGA's computer and advised<br/>GARFIELD that it had been done.</pre> |           |
|---|-----------|
| ISI employees submitted four-week period reports to their<br>immediate superiors, incorporating the substance of such reports from<br>their subordinates, if any. Although decided that he would<br>make no reference in his report to the installation of VERSACOMP at<br>RGA, he maintains that he did not instruct anyone else to refrain from<br>such reference.  | b6<br>b7С |
| When asked why one of<br>subordinates at ISI, left ISI, responded that was  | Ь6<br>Ь7С |
| noted that afterhad been at ISI for a while,started to go overhead and to report directly toGARFIELD in some matters.   |           |
| In June or July, 1985, told another<br>one of that ISI is now vulnerable if<br>should decide to speak to someone about the matter of<br>VERSACOMP being at RGA. did not know, however, that<br>then attempted to renegotiate a new contract regarding the use of<br>VERSACOMP.  | b6<br>b7С |

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FD-302 (Rev. 3-10-82)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 1/22/861 b6 b7C appeared at the office of the United States Attorney, Eastern District of Pennsylvania, accompanied by his Attorney, , of the law firm of PHILLIPS AND PHELAN, Suite 1600, 121 South Broad Street, Philadelphia, Pennsylvania, for the purpose of making an off-the-record proffer to Assistant United <u>States</u> Attorney (AUSA) was informed by AUSA that was being questioned with respect to the allegation that , the INSTITUTE FOR SCIENTIFIC INFORMATION (ISI), had made an unauthorized copy of a computer software package called VERSACOMP. AUSA indicated to that he, could be considered a subject of the investigation at this time, but would likely become either a target of the investigation or a co-operating witness hinging on truthfulness and condor. A proffer letter was signed and thereafter provided the following information: b6 b7C from PAGETEC, INC., California. At that time | received approximately 10 copies of the VERSACOMP manuals from PAGETEC. \_\_\_\_\_ later acquired approximately 10 more sets of manuals for about \$400.00. Some of the sets were extras. b6 In May, 1984, saw a letter from Ъ7C in New York, New York, to The letter asked for a copy of VERSACOMP. told <u>that to provide</u> such a copy would be in violation of the licensing agreement. gave a set of extra VERSACOMP manuals consisting of four volumes to give to \_\_\_\_\_\_ ISI was having problems with pagination taking too long with VERSACOMP. It was suspected that VERSACOMP was receiving competition from other programs on ISI's computer. In March or April, of 1985, another ISI employee, to conduct timing tests of VERSACOMP on RGA's computer. At that time VERSACOMP was installed on RGA's computer. advised that ISI did not use VERSACOMP at RGA except b6 b7C for those timing tests. | is not aware of what RGA did with that copy of VERSACOMP. Investigation on 10/28/85 at Philadelphia, Pennsylvania File # PH 28G-903-68 NOK By SA jvs Date dictated 12/16/85 This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its

contents are not to be distributed outside your agency.

| FD-302a (11-15-83)                | -  |
|-----------------------------------|--|
| PH 28G-903                        |  |
| Continuation of FD-302 of         | on 10/28/85, Page 2 b6 b7C   |
| PAGETEC for a copy of VERSACOMP a | one of left<br>e another licensing agreement with<br>at RGA told the people at<br>installation for ISI to use VERSACOMP. |

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**FD-302** (Rev. 3-10-82)

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 11/19/85

1 b3 b6 was interviewed in the office of, and in the presence b7C of, the Assistant United States Attorney (AUSA) Eastern District of Pennsylvania (EDPA). Also present as attorney for 121 South Broad Street, Suite 1600, Philadelphia, Pennsylvania. was apprised of the official identity of as a Special Agent (SA) of the Federal Bureau of Investigation (FBI) and of as an AUSA. was told that her appearance was in compliance with a Federal Grand Jury (FGJ) subpoena b6 b7C 3501 Market Street, Philadelphia, Pennsylvania, in At ISI, she is now in charge of One of the services is called "The Genuine Article" (TGA), in which a customer is provided a copy of an article as it appears in the journal in which it is published. The customer must request it from citations in one of the "Current Contents" series. The other service is Automatic Subject Citation Alert (ASCA). In this service, the customer requests that he be notified whenever an article is published about a particular subject. Investigation on 11/19/85 at Philadelphia, Pennsylvania File # PH 28G-903 ank  $b_6$ By SA lebt Date dictated 12/16/85 b7C

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• PH 28G-903

Continuation of FD-302 of

"Current Contents on Line" (CCOL), which is not yet available to the customer. This will be "Current Contents" sold on magnetic tape.

The journal from which the Table of Contents is removed is sent to the NEW JERSEY BRANCH OF ISI. Selected information from each article is entered into a computer database including ISI assigned accession numbers. early as 1983, that \_\_\_\_\_\_\_ advised that it had been discussed as could draw from this database in order to put out her product instead of manually removing pages and cutting and pasting. ISI employees in Philadelphia could access this database on microcomputers and perform "on-line edit", similar to word processing. The logos of the journals could also be stored electronically and automatically placed on computer generated pages. has not yet taken advantage of the availability of this database, except in connection with CCA+H.

RGA, has been attempting to persuade ISI to contract RGA to provide this database that the New Jersey Branch of ISI is presently capable of providing. advised that she is against the idea of using RGA in such a capacity for several reasons. One reason is that feels that the fee proposed by for this service is too high. Another reason is that to use RGA would involve an extra step of shipping hard copies between Philadelphia and New York. A third reason is that in proposal, the on-line edit capability at ISI, on microcomputers, would be limited to one line of print at a time. ISI employees would be able to perform on-line edit on an entire screen on minicomputers if the New Jersey Branch of ISI performed the service.

advised that whereas RGA is in the photocomposition business and writes computer programs for people, interest in "Current Contents" is not in performing photocomposition.

Operations Staff. \_\_\_\_\_\_ advised that the initials OPS at ISI meant weekly meetings for a few years. Then there was a time period when Ь6 Ь7С

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on 12/16/85 , Page 2

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on 12/16/85 , Page 3

sent representatives from their departments in lieu of personal appearance. This was put to a stop by EUGENE GARFIELD, President of ISI. \_\_\_\_\_ now attends the meetings personally.

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| With regard to what called "CCOL Typesetting System",              | b6  |
|--|-----|
| in the letter on Page 2 rejected the entire package. It            | b7C |
| meant nothing to when said in the letter that he                   |     |
| would use Versacomp. All of the CC programs have been converted to |     |
| <u>Versacomp at ISI; and</u> does not remember discussing that     |     |
| would install Versacomp at RGA as mentioned in the                 |     |
| letter. does not know the limitations of Versacomp to              |     |
| which makes reference on Page 3 of the letter under the heading    |     |
| "CC Journal Index" advised that the agreement to which             |     |
| makes reference on Page 5 was never signed.                        |     |

was then shown photocopies of the following six documents: (1) A letter dated February 11, 1985, addressed to \_\_\_\_\_\_\_at RGA, upon the letterhead of ISI from (2) A memorandum dated April 22, 1985, to DR. E. GARFIELD from (3) A letter dated June 10, 1985, to \_\_\_\_\_\_\_at ISI, upon the letterhead of RGA and upon the signature of \_\_\_\_\_\_\_at (4) An ISI purchase order number P3405 dated July 23, 1985, in the amount of \$5,000.00; (5) An ISI material/service request number 002027 dated July 22, 1985, in the amount of \$5,000.00; and (6)An ISI pre-numbered personnel requisition. \_\_\_\_\_\_\_advised that the subject of these six documents was a test package to be developed by RGA. The test package was to be a prototype software package to b6 b7С

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Continuation of FD-302 of \_\_\_\_\_\_ on 12/16/85, Page 4 b6 b7c

perform on-line edit of CCA+H. RGA has neither done this work, nor has been paid for it. ISI is still looking for a system to automate CC. \_\_\_\_\_\_ are two ISI employees who are involved in looking for this system.

said that there was a vote at a meeting to switch from Datacomp to Sedgewick Printout Systems (SPS) for photocomposition services. Although SPS was cheaper than Datacomp; SPS was in Princeton, New Jersey and Datacomp was closer. Datacomp, however, had also moved to New Jersey, so the switch was made by ISI.

 Regarding specific ISI employees,
 said that
 b6

 does special projects at ISI, although
 is not sure
 b7C

 what
 job is.

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| € <b>`</b> _*<br>• • |  | * • |           |
|----------------------|--|-----|-----------|
| •                    | ALPH GARNER ASSOCIATES, INC.<br>460 PARK AVENUE SOUTH, NEW YORK, N.Y. 10016 TEL. (212) 686-0311  |     |           |
|                      | October 10, 1984   |     |           |
|                      | Institute for Scientific Information<br>3501 Market Street<br>Philadelphia, PA 19104   |     | Ъ6<br>Ъ7С |
|                      | Dear   |     |           |
|                      | This proposal is for the development of an on-line<br>editing and typesetting system for the weekly production<br>of Current Contents. The system will be called <u>Current</u><br><u>Contents On-Line (CCOL</u> ).  | r   |           |
| -                    | These specifications are based on my understanding<br>of the production cycle and my meeting with you and<br>on September 19, 1984.  |     | b6<br>b7С |
| +<br>:-              | This system will perform the following basic<br>functions: (1) convert ISI data entry tapes into CCOL<br>system; (2) permit on-line editing and updating of<br>journal specifications; (3) permit on-line editing of<br>article information within each contents page; (4) type-<br>set <u>Current Contents</u> pages.   | :   |           |
|                      | CONVERSION OF ISI TAPES  |     |           |
|                      | The conversion system will process the ISI data<br>entry tapes and convert them into a layout and format<br>usable by CCOL. These files will become immediately<br>available for on-line editing.  | ·   |           |
|                      | LOGO SYSTEM  |     |           |
|                      | The Logo System will be a separate on-line file of<br>journal data containing the following information for both<br>decision making and typesetting. The system, at the outset,<br>will be restricted to the following data elements.  | ν,  |           |
|                      | <ol> <li>Journal Identification No.</li> <li>Subject Category in CC.</li> <li>Journal Title for typesetting</li> <li>Journal Title (short form for index, etc.)</li> <li>Journal subtitle (for typesetting)</li> <li>Language</li> <li>Publisher's name (if needed)</li> <li>Format information (for typesetting, e.g., size of logo, etc.</li> <li>Article category on contents page</li> </ol> |     |           |
|                      | DATA PROCESSING SERVICES • SYSTEMS AND SOFTWARE DEVELOPMENT  |     |           |

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| October | 10, | 1984 |
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| Page 2  | •   |      |

The system will restrict each of the above data eiements to a fixed length for tight control in a production environment.

CCOL EDITING SYSTEM

A single, fixed formatted screen program will be developed to display all information relating to a single article within a contents page. Each article will contain the following element:

- 1. Article title
- 2. Article Category (within contents page)
- 3. Page number
- 4. Authors (limited number)
- 5. OATS number
- 6. Volume and number
- 7. Date
- 8. Related information from logo file

Each of the above will be restricted to a fixed length and a fixed format. Data displayed will be in upper and lower case as a result of the Conversion program (which will use rules of logic, and acronym tables.) The number of authors will be restricted at the outset. Pertinent information relating to the journal, volume number, and date of journal will also be displayed.

Editing of an article title will be possible, including correction of punctuation and spelling, etc. as needed. This system will be restricted to those graphic characters available on a standard IBM 3278 display screen with upper and lower case feature with typewriter keyboard. Facility will be provided to rearrange articles by article category, and permit local printing of resequenced contents page in typesetting sequence. The system will not support diacritical marks or foreign language material not otherwise expressible in the roman alphabet.

## CCOL TYPESETTING SYSTEM

Pagination programs will be written to compose pages based on "best estimate" algorithms for copy fitting. Typesetting will be done via VERSACOMP. It is assumed that will install VERSACOMP software on RGA's IBM 4300 including all necessary typeface fonts for this project.

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October 10, 1984 Page 3

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The typeset pages will be restricted to one type face with the choice of a one-column layout or a two-column layout. Major widow control problems will be programmed in order to typeset the entire weekly issue in one pass.

Each table of contents masthead logo will be typeset within the limitations of the Videocomp fonts, however, the appropriate amount of verticle space will be left to permit paste-up of true journal logo artwork.

#### CC JOURNAL INDEX

A one-page layout for the journal index appearing in the front of CC, with page numbers, will be prepared within the limitations of VERSACOMP.

## PREVIEW OF TABLE OF CONTENTS

The system will include facility to preview the table of contents for proper sequencing, with the limitation of the communication environment and available equipment.

#### SEQUENCE OF MATERIAL

ISI staff will control the "release" of the journal for a given issue of CC. The sequence of the issue will be alphabetically by journal within each CC section. Contents pages, per se, will be in sequence by article headings, and then page numbers. Authors will be arranged in the sequence they were keyed.

## SELECTION OF DATA FOR WEEKLY RUN

ISI staff will control which journals to be "released" from the data base for each weekly issue. Data selected for a weekly issue will be purged from the file to allow disk space for next week's run.

## COMPLETION OF PROJECT

The goal of this project is to use this on-line system for the preparation of Current Contents typeset pages. This project will be considered completed when the system has produced usable typeset pages. It is anticipated that many minor refinements may be required at a latter time to go beyond most of the restrictions in this proposal. The programming and system design will proceed with these potential enhancements in mind. ŧ.

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| October | 10, | 1984 |  |
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| Page 4  | -   |      |  |

#### SCHEDULE

All programming and development work will be done by RGA staff. However, the installation of all equipment at ISI will be done by ISI. It will take us approximately 4 - 6 months to develop the system. It is estimated, however, that after the communication line and terminals are installed at ISI, portions of the system will be available for analysis prior to the completion of the entire system.

#### RGA ON-LINE SERVICES

ISI will have service during normal working days (Monday through Friday from 10 AM to 4 PM each normal working day.) In addition, RGA will accept the responsibility for correctly converting ISI daily tapes to CCOL system, and maintain all record keeping.

## SUMMARY OF EXPENSES

## PRICE STRUCTURE ONE-TIME DEVELOPMENT CHARGES

| LOGO On-Line System | \$ 6,000 |
|---------------------|----------|
|---------------------|----------|

CCOL Editing System \$15,000

Conversion, Batch Processing and Typesetting System \$15,000

RECURRING CHARGES

RGA On-Line Services \$ 5,000./month

Batch Processing

## RELATED ISI EXPENSES

ISI will absorb all expenses relating to the installation of telephone lines and related terminal and equipment in their offices. ISI will pay for deliveries of data files. b6 b7С

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180./hour

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October 10, 1984 Page 5

## ONSET OF ON-LINE EXPENSES

ISI will be charged for on-line services starting from the time the telephone line is installed in their office. The monthly service will include the use of up to two screens and one remote printer. Disk storage will include the storage of one week's worth of data. Additional screens or additional storage space will be priced separately. The monthly charge includes taking of backup tapes for security and system backup:

## PAYMENT

We can begin work on this project immediately. We will require a deposit of \$2,000 to begin this project. In addition we will require monthly progress payments of \$3,000 per month during the development of this system. Total amount will be due when this prototype system is on-line and operational. Monthly payment for on-line service will begin when the terminal at ISI is installed and the system is usable for either development or production. Terms of payment are net on receipt.

#### CANCELLATION

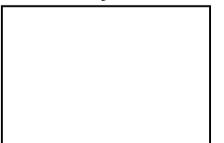
If ISI decides to cancel the on-line service, RGA will require three months notification. If ISI decides to cancel the development phase of this project prior to completion, RGA will receive payment for that portion of the system that has been completed.

Please sign the enclosed copy of this agreement and return it to us.

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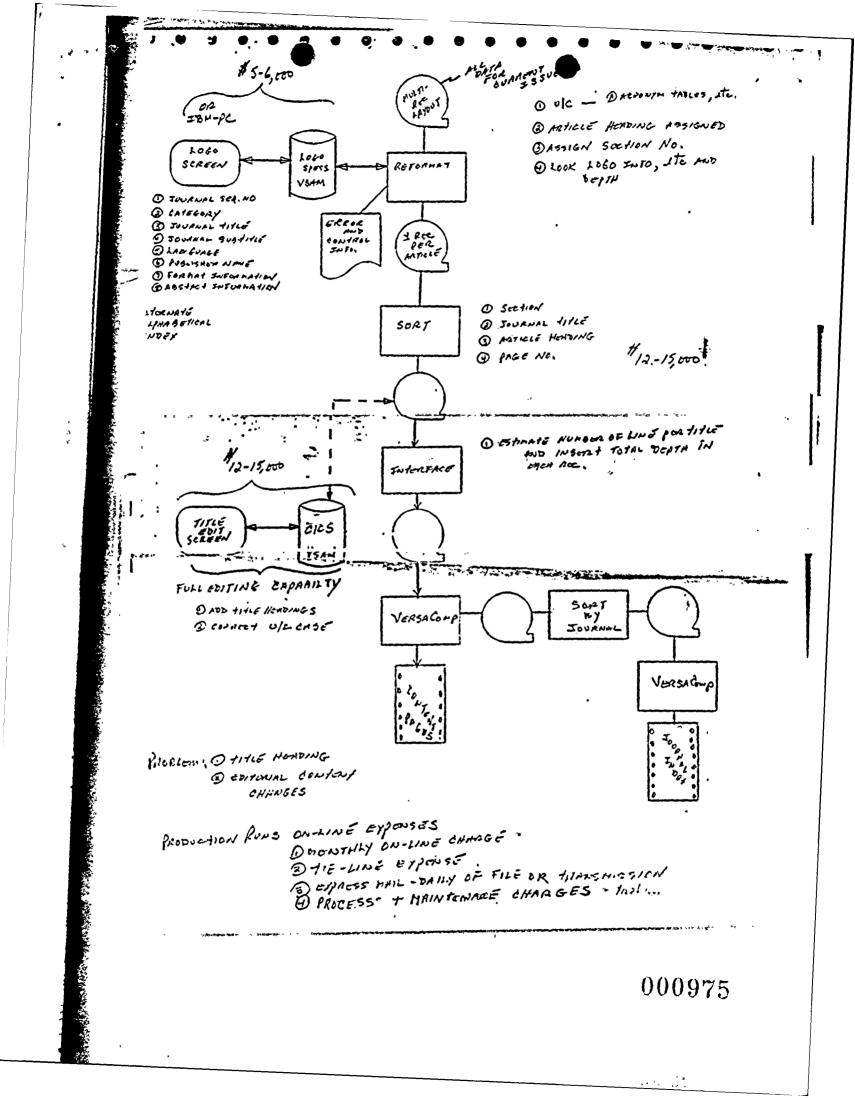
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AGREED TO BY ISI:

Name, title, date



b6 TO: b7C FROM: E. Garfield DATE : October 22, 1984 RE: proposal, your memo of October 17, 1984, attached. I now have a better idea of what is going on and must get an explanation of the high monthly costs. I think that \$5,000 per month would cover a lot more than just C/A&H. I will review all this with you as soon as it is convenient. I ÷ do not understand at all your last point about Human Resources. What impact are you referring to? I thought you had so much turnover in paste-up this was no problem! Attachment b6 Ъ7С butten what you will do, time frame and cost. 000976

Institute for Scientific Information 3501 Market Street University City Science Center Philadelphia; PA. 19104 USA. Tel. (215)386-0100 Cable: SCINFO TELEX: 84-5305 February 11, 1985 b6 b7C Ralph Garner Associates, Inc. 460 Park Avenue South New York, New York 10016 Dear Sorry I missed you when you were here January 18. filled me in on your meeting with I understand that you discussed the article by article editing. I share **b**6 concerns about editing contents pages article by article. On an b7C average we publish 17,000 articles per week in the seven weekly editions. While the article by article edit could be feasible for CC/A&H where we publish only 113,000 articles per year, I feel such an approach is to slow

publish only 113,000 articles per year, i feel such an approach is to size to handle all seven editions, especially since every article would have to be called to the screen just to insert the headings. Even if it takes only 5 seconds an article to include the heading information, and if the average TP response time is 3 seconds, we are talking about 5 hours per week of editing just to insert only the heading information and nothing else on the contents pages for <u>A&H</u>.

I would like you to rethink this article-by-article approach. I share your concern about accuracy; yet speed is also an important consideration. Can you devise an editing system with a multiarticle display and where the heading information wouldn't have to be added to each article record?

Based on a multiarticle display, can you provide me with an outline of the functions such a system can and cannot provide? I also need the costs and a time schedule for at least the design portion but preferably the entire project. Can you have this information to me by March 15?

Sincerely,

BB:rsb

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|  |  | cc:   |   |
| TO:<br>FROM:   | Dr. E. Garfield  |   |   |
| DATE:  | April 22, 1985   |   |   |
| SUBJECT  | Status of the Current (  | Contents Data Processing System   |   |
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| conclusion<br>prototype<br>assume to<br>frame, me<br>PC for effor the<br>and cost<br>At Print<br>systems   | w the status of the subj<br>ions:<br>as the specifications and<br>be PC program to edit Curr<br>that the data had been key<br>assaged by several progra<br>editing provided<br>program promised<br>is in a proposal to be sub<br>c '85, the graphics show<br>that might prove useful | ect system. We came to the following<br>will prepare a proposal to write a<br>rent Contents data. This program will<br>yed in Pennsauken, loaded into the main-<br>ams and ultimately downloaded to the<br>d with the specifications necessary<br>to prepare an estimate of the effort<br>bmitted by May 1. |   |

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# RALPH GARNER ASSOCIATES, INC.

460 PARK AVENUE SOUTH, NEW YORK, N.Y. 10016 TEL. (212) 686-0311

June 10, 1985

Institute for Scientific Information 3501 Market Street Philadelphia, PA 19104

Dear

This letter will confirm our conversation in regard to developing an editing system for Current Contents.

We propose to write a program for the IBM PC which will allow editing of the "raw" contents page as it would appear if it had been down-loaded from the computer tape which delivered to me. This program will incorporate all the contents page elements enumerated in my letter of October 10, 1984.

The purpose of this prototype PC program is to assist in the decision of whether the IBM PC will afford your department with sufficient editing capability to be used effectively in a day-to-day production environment.

If this approach proves to be viable, we will proceed with a concrete system design for a complete on-line system, with the IBM PC as the primary tool for interacting with your mainframe computer system.

While the prototype may not have all the features that you may want in the future, it will indeed have the primary features, including (a) ability to create and/or move the elements of the contents page into their proper position and (b) editing of text as needed.

The price for this program is \$5,000. We will require progress payments of \$1,000 per month during the development phase. It will take us approximately 8 to 00 weeks to complete this initial phase.

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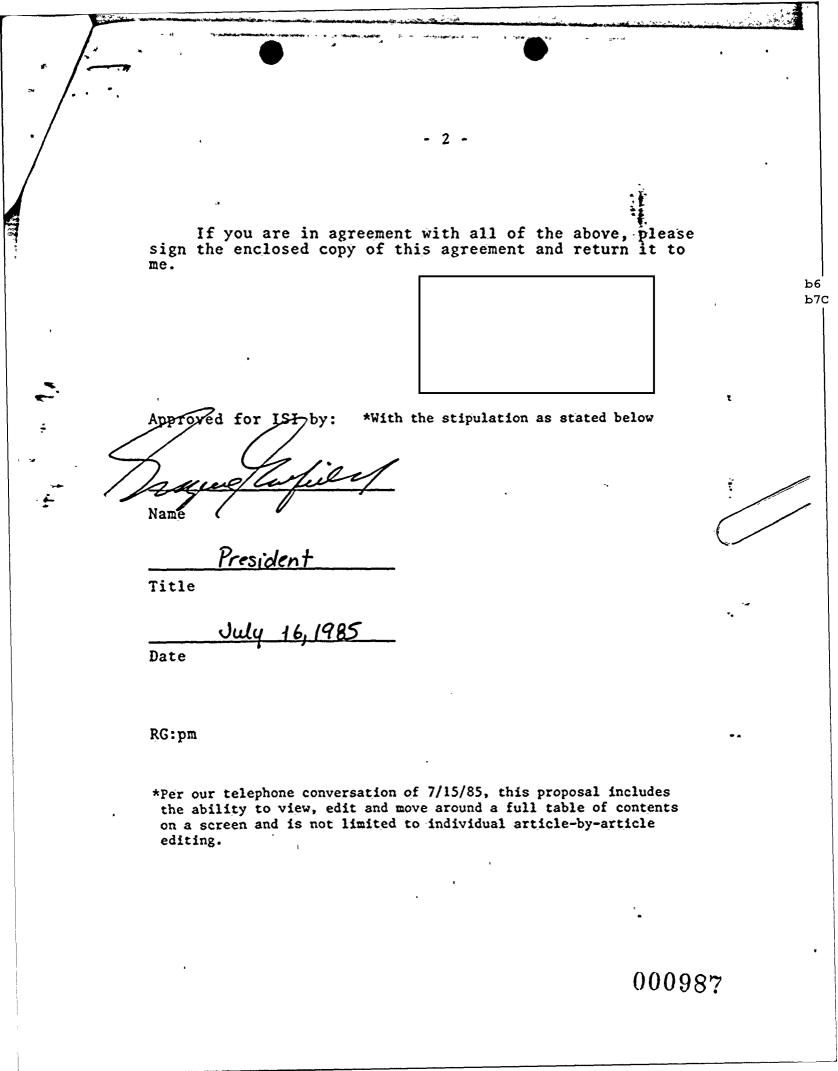
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| 3501 Mark<br>Telephone |             | or Scientific Information <sup>®</sup><br>City Science Center, Philadelphia, PA 1<br>Cable: SCINFO, Telex: 84-5305 | 9104 U.S.A. | THIS ORDER NUMBER MUST APP<br>ON ALL PACKAGES, INVOICES<br>SHIPPING PAPERS<br>ORDER P 3405 | AND   |
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GENERAL ONDITIONS OF BURCHASE

- 1. ACCEPTANCE. This order is expressly conditioned upon acceptance of all of the terms and conditions stated herein, notwithstanding the fact that Seller's proposal or acceptance contains additional or inconsistent terms and conditions, and in the event of any conflict, the terms and conditions of this order shall prevail.
- 2. SHIPMENT. All goods must be shipped in accordance with Buyer's instructions. No shipping charges of any kind, including charges for boxing, packing or carrage, will be allowed unless specifically agreed to in writing by Buyer.
- 3. SHIPPING INFORMATION. Where applicable, the Seller shall show on all packages and invoices the name, purchase order number, vendor name, quantity of goods shipped. Purchaser reserves the right to cancel this order or any portion of same if delivery is not made when and as specified. All deliveries of large quantities shipped to warehouse must be packed and banded on skids.
- 4. PRICE. If price is omitted on this order, except where the order is given in acceptance of quoted prices. Seller's price shall be the lowest prevailing market price. In no event is this order to be filled at higher prices than last previously quoted or charged, without Buyer's written consent.
- 5. INVOICES. All invoices must state purchase order number and item and shall be accompanied by a copy of the bill of lading if on collect freight shipment and by a prepaid freight bill if all or any part of the freight is included on the face of the invoice.
- 6. PAYMENT. The cash discount period will date from the receipt of the goods or from the date of the invoice, whichever is later. C.O.D. shipments will not be accepted, Drafts will not be honored.
- 7. INSPECTION AND ACCEPTANCE. All goods shall be received subject to Buyer's right of inspection and rejection. Defective goods or goods not in accordance with Buyer's specifications will be held for Seller's instruction at Seller's risk and, if Seller so directs, will be returned at Seller's expense. If inspection discloses that part of the goods received are not in accordance with Buyer's specifications, Buyer shall have the right to cancel any unshipped portion of the order. Payment for goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Buyer may have against Seller,
- 8. QUANTITIES. The specific quantity ordered must be delivered in full and may not be changed without Buyer's written consent. Buyer may return any excess goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.
- 9. PROGRESS REPORTS. Seller shall, upon the written request of Buyer, deliver to Buyer written progress reports on the goods being furnished pursuant to this order. If, in the opinion of Buyer, Seller will be unable to meet either the specifications or the delivery date, or if in fact Seller fails to meet the specifications or the delivery date. Buyer may treat Seller as having breached this contract, cancel the contract, and chatge the Seller for all fossed expenses and other damages sustained by Buyer as a result, theread. Seller shall be entitled to an extension of time physics the system that Buyer is so entitled under its contract, with its custor of and is actually granted sum extension.

- 10. CANCELLATION. This order may be terminated by Buyer for its convenience, in which event it will pay reasonable costs incurred by Seller for the performance of the order up to the cancellation date. Buyer reserves the right to cancel all or any part of the undelivered portion of this order if Seller does not make deliveries as specified, time being of the essence in this contract, or if Seller breaches any of the terms hereof including, without limitation, the warranties of Seller.
- 11. WARRANTY SPECIFICATIONS. Seller expressly warrants that all goods covered by this order will be in exact accordance with the specifications of this order, free from defects in material and workmanship, merchantable, and where the goods are not ordered to Buyer's specifications, fit for the particular purpose for which they were intended. Such warranty shall survive delivery, and shall not be deemed waived either by reason of Buyer's acceptance of said goods or by payment for them. Any deviations from the specifications of this order or any other exceptions or alterations must be approved in writing by Buyer to be valid.
- 12. INDEMNITY. If any goods sold hereunder shall be defective in any respect whatsoever, Seller shall indemnify Buyer and save it harmless from all claims and causes of action arising out of or in connection with such defect.
- 13. PATENTS. If any goods sold hereunder shall be covered by any patent or copyright, Seller shall indemnify and save harmless Buyer and its customers from all claims and causes of action, on account of the use or sale of such goods.
- 14. LEGAL COMPLIANCE. Seller represents and warrants that no Federal, State or Municipal statute, regulation or ordinance has been or will be violated in the manufacture, sale or delivery of any goods hereunder, and if such violation occurs Seller will indemnify Buyer and its customers and save them harmless from all claims and causes of action from such violation. Any clause required to be included in a contract of this type by any applicable Federal, State or Municipal statute, regulation or ordinance having the effect of law shall be deemed to be incorporated herein.
- 15. EQUAL EMPLOYMENT OPPORTUNITY. Seller will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.
- 16. OSHA. Seller shall comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, and warrants that all goods furnished under this order will conform to those standards and regulations; Seller shall indemnify Buyer and hold it harmless from all claims and causes of action-relating to the failure of Seller or the goods to comply therewith.
- FAIR LABOR SFANDARDS ACT. Seller represents that the goods furnished bereunder will be produced or rendered in accordance with the applicable provisions of the Fair Labor Standards Act of 1938, as amended
- SIRICT COMPLIANCE. Buyer insists upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of Testing to the contrary.
- 19. ANNIGNMENT. This order may not be assigned or subject without Buyer's written permission.
- GOVERNING LAW. This contract and the rights of the parties nereto spall be governed by the laws of the 5 c entorwealth of Penessbania.

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MicroPro International Corporation 33 San Pablo Avenue, San Rafael, CA 94903 • (415) 499-1200 • Telex 278947 MPSRUR

February 25, 1986

F.B.I. 600 Arch Street 8th Floor Philadelphia, PA. 19106

Dear

Finally, in response to your request, I am enclosing the list of generic WordStar releases. This list was compiled from information in the Product Development Release Files by our Archives people, and I am advised that the files do not go back any further than the release of 3.00 and 3.02 and that these early releases have no listing of files.

If you have any questions, please do not hesitate to call.

Sincerely,

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| WordStar  | Releases |
|-----------|----------|
| (Generic) | Listing  |

|     | WordStar           | Release #       | Operating System   | Release Date<br>(from PD to M&D) |
|-----|--------------------|-----------------|--|----------------------------------|
| 1)  | WordStar           | 3.00            | CP/M-80  | 09/08/82                         |
| 2)  | WordStar-80        | 5 3.02          | PC-DOS 1.0   | 04/26/82                         |
| 3)  | WordStar-8         | 6 3.20          | PC-DOS 1.0   | 07/07/82                         |
| 4)  | Files:             |                 | CP/M-86<br>.OVR, MSMSGS.OVR, P<br>XAMPLE.TXT               |                                  |
| 5)  |                    |                 | CP/M-86<br>.OVR, WSOVLY1.OVR, D                            |                                  |
| 6)  | Files: N           |                 | PC-DOS 1.1<br>.OVR, WSMSGS.OVR, E                          |                                  |
| 7)  |                    |                 | MS-DOS 1.25<br>1.0VR, WSMSGS.OVR, 1                        |                                  |
| 8)  | Files: 1           | WS.CMD, WSOVLY1 | CP/M-86<br>.OVR, WSMSGS.OVR, I<br>.INS, PRINT.TST          | 11/09/82<br>NSTALL.CMD,          |
| 9)  | Files:             |                 | PC-DOS 1.1<br>RINT.TST, WS.COM, WS                         |                                  |
| 10) |                    | WSU.COM, WSMSG  | MS-DOS 1.25<br>S.OVR, WSOVLY1.OVR,<br>S.INS, PRINT.TST     |                                  |
| 11) |                    |                 | CP/M-80 (8")<br>SY1.OVR, WSMSGS.OVR,<br>TST                |                                  |
| 12) | WordStar<br>Files: |                 | CP/M-86 (8")<br>Y1.OVR, WSMSGS.OVR,                        |                                  |
| 13) | WordStar<br>Files: |                 | CP/M-86 (5 1/4<br>SY1.OVR, WSMSGS.OVR,<br>LL.CMD           |                                  |
| 14) | WordStar<br>Files: |                 | PC-DOS 1.1<br>Y1.OVR, WSMSGS.OVR,<br>PINSTALL<br>Page 1 of | PRINT.TST,                       |

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|     | WordStar            | Release #                                     | Operating Sy                                    |                                      | Release Date<br>com PD to M&D) |
|-----|---------------------|---|---|--------------------------------------|--------------------------------|
| 15) | WordStar<br>Files:  | 3.30<br>WSU.COM, WSOVLY<br>WINSTALL.OVR, W    |   | OVR, WIN                             | 05/02/83<br>ISTALL.COM,        |
| 16) | WordStar<br>Files:  | .3.30<br>WSU.CMD, WSOVLY                      | MS-DOS<br>Y1.OVR, WSMSGS                        |                                      |                                |
| 17) | WordStar<br>Files:  | 3.35<br>WSU.CMD, WSMSG<br>WS.INS, PRINT.      |   |                                      |                                |
| 18) | WordStar<br>Files:  | 3.31<br>WSU.COM, WSMSG<br>WINSTALL.EXE,       |   | .OVR, WS.                            | 07/13/84<br>INS,               |
| 19) | WS FOR PC<br>Files: | jr 1.00<br>WSU.EXE, WS.PIC<br>MATRIX1.TST, MA | , WINSTALL.EXI                                  | LO<br>2, WS.INS,                     | 08/20/84<br>, DAISY.TST,       |
| 20) | WordStar<br>Files:  | 3.31<br>WSU.COM, WINST<br>WSMSGS.OVR, MA      |   | NS, WSOVLY                           |                                |
| 21) | WordStar<br>Files:  | 3.31<br>(same as numbe                        | PC-DOS<br>r [18)                                | M                                    | 05/24/85                       |
| 22) | WordStar<br>Files:  |   | S330.TXT, ECS<br>WSOVR331.HPL,<br>WINSTALL.EXE, | r, HP331.1<br>331.BAT, 3<br>WSOVR330 | ECS331.TXT,<br>.ECS,           |
| 23) | WordStar<br>Files:  | 3.31q<br>WSU.COM, WSOVL<br>WS.INS, MATRIX     |   |                                      | 11/15/85<br>NSTALL.EXE,        |

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Page 2 of 2

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## <u>On October 3, 1985</u>

telephone number telephonically contacted Special Agent He furnished the following information:

advised that until a change in policy circa November 2, 1983 that the serial number of WORD STAR disks was embedded in the code of the disks when they were produced for sale. This serial number can be determined by typing in the following instructions:

(Type)

Executable (Type) (Space) WS. COM (Return)

He stated that if the serial number is present it will appear on the screen as an eight character code. If the S.N. is not present (i.e. after the policy change) the eight characters will all be nine's.

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U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to File No. 28G-903

Eighth Floor Federal Office Building 600 Arch Street Philadelphia, Pennsylvania 19106 February 14, 1986

Honorable Edward S.G. Dennis, Jr. U.S. Attorney Eastern District of Pennsylvania Room 3310, U.S. Courthouse 601 Market Street Philadelphia, Pennsylvania 19106

Attention:

Assistant United States Attorneys

RE: EUGENE GARFIELD, doing business as Institution for Scientific Information, 3501 Market Street, Philadelphia, Pennsylvania; b6 b7C doing business as Ralph Garner Associates, Inc., 460 Park Avenue, New York, New York; TITLE 18, UNITED STATES CODE, SECTIONS 2311, 2314, 2315; INTERSTATE TRANSPORTATION OF STOLEN PROPERTY, TITLE 17, UNITED STATES CODE, SECTION 506 COPYRIGHT VIOLATION

Dear Mr. Dennis:

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This letter will confirm a conversation between Special Agent (SA) \_\_\_\_\_\_ of this office and Assistant United States Attorney (AUSA) \_\_\_\_\_\_ of your office on January 14, 1986. On that occasion the following was discussed.

1-Addressee (1)Philadelphia (28E-903) DDK:jfg (2) Hg

28E-903-72

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advised that he would not at this point rule b6 AUSA | out the possibility of prosecuting EUGENE GARFIELD and/or Institute b7C for Scientific Information (ISI) for copyright violations (i.e., Title 17, United States Code, Section 506) in the absence of prosecuting them for other violations, even though the copyright violation in this matter would only be a misdemeanor. added that the violation would nevertheless have to be fairly egregious to merit requested that further investigation be conprosecution. ducted in this matter to obtain copies of all versions of "shrinkwrap" agreements with which the microcomputer software package called Wordstar has been sold. called Wordstar has been sold. \_\_\_\_\_ also requested that it be determined how many copies of Wordstar are contained on the floppy diskettes obtained from ISI, and that it be determined how many legitimate purchases of Wordstar were made by ISI.

Very truly yours,

WAYNE G. DAVIS Special Agent in Charge

By: Supervisory Special Agent

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MicroPro International Corporation 33 San Pablo Avenue, San Rafael, CA 94903 • (415) 499-1200 • Telex 278947 MPSR UR

March 12, 1986

F.B.I. 600 Arch Street, 8th Floor Philadelphia, PA. 19106

Dear

I'm sorry you had to request the additional information on our licensing agreements. I overlooked sending it with the WordStar file information - my apologies!

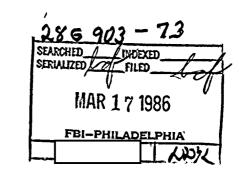
Attached please find:

- 1) End-User Agreement (undated) first used by MPI (a copy of agreement completed for a
- 2) End User Agreement (undated). We don't know exactly when this was used, but this one has a label-sticker dated November 1981.
- 3) End User Program License Agreement (with a print date of September 1982) together with End User Agreement Acknowledgement Card. Note you have a xerox copy and an original for your information.
- 4) Limited Use Software License Agreement (no print date) together with Customer Registration Card.

If I can be of any assistance, please do not hesitate to call.



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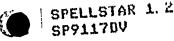
|                    | Micropro  | )   | n (de francis)<br>1 - Andre Station<br>2 - Andre Station<br>2 - Andre Station                         | , · · · · ·  |  |
|--------------------|---|---|---|--|--|
| ▶∉⊴t  <br>  1      | INTERNATIONAL CORPORATION   | END-USER A  | GREEMENT  | , <b>t</b>   |  |
| 0 Î                |   |   | •   | 1  | , 1 3<br>1 1 3<br>1 1                        |
| ,                  | WHEREAS, MicroPro International C<br>develops proprietary computer programs and   | corporation of 1299 Fourth  | Street, San Rafael, Cal   | ifornia, hereinafter refer   | red to as Company,<br>h or apart from ac-    |
|                    | companying copyrighted media material and   | ocumentation and;   | icit proprietary compute  | i programs togethor wit  |  |
| • 4                | WHEREAS,  | OF  |   | 1  | b7C  |
|                    | City ofCALIF Cou  | ntry of/SA  | -   | herei  | nafter referred to as                        |
| • •                | End User, desires to obtain the benefits and, I   | n return for which, Is willin   | ng to abide by the obliga   |  |  |
| •                  | licenses in Company's proprietry computer pro<br>NOW THEN, for the good and valual  |   | a but not limited to lice   | nse orant by company t   | o End User and End                           |
|                    | User's covenant regarding Company's propr   | ietary rights, Company a  | grees to sell End User  | useable materials repre  | esenting Company's                           |
|                    | product or products subject to the following te   | rms and conditions:<br>WITNES   | SETH  |  |  |
|                    | ARTICLE I. EXCLUSIVE SOURCE. Er   | d User shall obtain all Co  | mpany product materia   | is through Company or C  | Company Authorized                           |
| ٩                  | Dealer and no other source. Company product<br>company's proprietary computer programs and  | e recorded. Except for an   | e not limited to, manuals<br>chival cooles, as defined  | , license agreements an<br>I In ARTICLE III of this A  | d media upon which<br>Igreement, End User    |
| 1                  | shall make no copies, of any kind, of any of th an officer of Company.  | e materials furnished by (  | Company, unless specific  | cally authorized to do so  | In writing signed by                         |
| •                  | ARTICLE II. LIQUIDATED DAMAGE   | S. End user recognizes th   | hat Company has gone  | through considerable the   | ime and expense to                           |
|                    | develop Company's products and company<br>product materials. In the event End-User bre  | aches this Agreement by   | unauthorized copying (  | or reproducing or distric  | oution of Company s                          |
| \$                 | materials, End User agrees to pay Company a distributing of Company product materials, Immediately upon demand by Company.  | s liquidated damages, for   | each occurance of the U   | nauthorized act of copyr   | ng or reproducing or                         |
| ٠.                 | Furthermore, Company agrees to pa   | y to any person, compan   | y, or other lawfully cons   | tituted entity that provide  | des Information that                         |
| -1<br>-1           | leads to a successful prosecution and recove<br>decision to evaluate such information as well<br>will only be paid once, and, in the event of mul   | as the decision to prosecu  | ite remains at the sole of  | otion of Company, furthe   | rmore, any sum paid                          |
| 6.9i               | ARTICLE III. ARCHIVAL COPIES. End<br>machine readable media, provided such copi   | t User may make archival  | copies of those portions  | of Company's product(s)  | that are provided on                         |
|                    | <ul> <li>time unless End User has paid for multiple cop</li> </ul>  | by use as described in AR1  | ICLE IV of this Agreeme   | nt.  | at after                                     |
| 1<br>1             | ARTICLE IV. MULTIPLE COPY USE.<br>User intends to use Company Product or any<br>be paid.  | Company use licenses any part thereof on more the   | e applicable to a single<br>an one microcomputer,   | microcomputer installati<br>the required fee for súc   | ion. In the event End<br>h multiple use must |
| 1                  | ARTICLE V. REWARD FOR INFORM  | ATION LEADING TO SUC  | CESSFUL PROSECUTIO  | N. In the event any party  | Including End User,                          |
| 1<br>2<br>1        | should provide information to company that<br>production of Company product materials, Co<br>provider of such information. The decision to  | ompany will pay the sum o   | of \$1000 or fifty percent a  | of such recovery, which  | ever is greater, to the                      |
|                    | , the Company.  |   |   |  |  |
| ۲<br>۱<br>۱-۰۰٫۴   | ARTICLE VI. LIMITED WARRANTY F<br>manufacture of Company product and will re<br>is found within ten days of purchase by Enc<br>performance of Inaccuracy of data of any kin<br>of any kind nor for any consequential dama | place any such company<br>I User. However, Compan<br>Id nor for any consequent<br>ces resulting therefrom w | furnished material foun<br>y makes NO express or<br>lal damages resulting th<br>hether through compan | d to be thus defective,<br>implied warranty of any<br>erefrom whether throug<br>y negligence or not. Cor | h Inaccuracy of data                         |
|                    | any warranty where Company Product has be<br>ARTICLE VII. UPDATE POLICY. Com  | pany may, from time to th   | me, revise the performan  | ice of its products and, I   | n so doing, incur NO , 🔄 🕴 👘                 |
| ۰ <sup>۰</sup> ، ۱ | obligation to furnish such revisions to any C<br>Also, at Company's option, Company may pro   | ompany customer. At Co<br>wide its Dealers and End U  | mpany's option, Compai<br>Isers with a revision new   | ny may provide such rev<br>sletter from time to time.  | isions to its Dealers                        |
| ·',                | ARTICLE VIII. GOVERNING LAW. Th<br>event any part of this Agreement is invalidate   | is Agreement shall be into  | erpreted in accordance v<br>tion, the remainder of th   | with the laws of the Stat<br>is Agreement shall remain   | e of California. In the                      |
|                    | ARTICLE IX. LEGAL FEES. In the  | event of legal action brough  | ght by either party, the p  | revailing party shall be e   | entitled to reimburse-                       |
|                    | <ul> <li>ment of legal fees as set by court action.</li> <li>ARTICLE X. ENTIRE AGR</li> </ul>   | Constit   | utes the entire agreeme   | ent between the parties  | and supersedes any b6                        |
| : .i               | r prior agreements. This Agreement n  |   | OMPO DEV INT'L  | r<br>9 1   | b7C  |
|                    | 1. DV MAY 30  | \ 4   | 750 VON KARMAN  |  |  |
| 4<br>4<br>1        | Date  | LEWY<br>VIZZ  | ORT BEACH. CA 926600  | ny Product Name:<br>nd User Serial Nos.  | AMOV   |
|                    | 28 MAY 80   |   |   | ny Product Name: H   | 2CACOP                                       |
| 1 1                | Date for End U  |   | Valid E   | No.: PINK COPY FOR DEAL  |  |
| ۱<br>بر ا          | RETURN WHITE COPY TO  |   |   |  |  |
| 6 41<br>1          |   |   |   |  |  |
| . '                | Telex: 340-388 1  | 298 Fourth Street, S  | San Rafael, CA 949  | 901 . • · · · (4   | 415) 457-8990                                |

1299 Fourth Street, San Rafael, CA 94901

(415) 457-8990 ,







NOVEMBER 1981

### END USER AGREEMENT

Whereas, MicroPro International Corporation of 1299 Fourth Street, San Rafael, California, hereinalter referred to as MicroPro, develops proprietary computer programs and sells use licenses for such proprietary computer programs together with or apart from accompanying copyrighted media material and documentation and,

whereas a party to this agreement wishes to register and hereinalter be referred to as a MicroPre computer product End User, and,

whereas, End User desires to obtain the benefits thereof and, in return for which, is willing to abide by the obligations and fee agreements applicable to MicroPre's use licenses in MicroPre's proprietary computer programs;

NOW THEN, for good and valuable consideration, including but not limited to license grant in accordance with this Agreement by MicroPre to End User and End. User's covenant regarding MicrePre's proprietary rights, MicrePre agrees to sell End User materials representing MicrePre's product or products subject to the following terms and conditions:

#### WITNESSETH

ARTICLE I. EXCLUSIVE SOURCE. End User shall obtain all Microfre authorized product materials through Microfre or Microfre authorized Dealer and no other source, Micrefre authorized product materials include, but are not limited to, manuals, license agreements and media upon which company's proprietary computer pro-grams are recorded. Except for archival copies, as defined in ARTICLE IV. ARCHIVAL COPIES of this Agreement, End User shall make no copies, of any kind, of any of the materials furnished by MicroPre or MicroPre authorized Dealer, unless specifically authorized to do so in writing signed by an officer of MicroPre

ARTICLE II. PROPRIETARY RIGHTS OF MICROPRO. End User agrees that MicroPre retains exclusive ownership of the trademarks represented by its company name and logo and product names including but not limited to WordStar TM, MailMerge TM, DataStar TM, SuperSort TM, and WordMaster TM, and all of the documentation and computer recorded data related thereto. End User also agrees that all techniques, algorithms, and processes contained in MicroPre's computer program products or any modification or extraction thereof constitute TRADE SECRETS OF MICROPRO and will be safeguarded by End User, but in no event shall End User exercise less than due difigence and care in accordance with the laws of the country of purchase and international Law, whichever operates to best protect the interests of Microfre End User shall not copy, reproduce, re-manufacture or in any way duplicate all or any part of MicrePre products WHETHER MODIFIED OR TRANSLATED INTO ANOTHER LANGUAGE OR NOT, or any documentation, or any other material provided by MicrePre in association with MicrePre's computer program products except as specified in this Agreement and in accordance with the terms and conditions of this Agreement which remain in force. End User agrees that unauthorized distributing, copying, duplicating, or otherwise reproducing ALL OR ANY PART OR TRANSLATED PART of the computer program products provided by MicroPre or the failure to protect such computer programs will actually and materially damage MicroPro. End User agrees that in the event End User breaches this agreement, End User will be hable for damages as may be determined by a court of competent junsdiction.

ARTICLE III. ARCHIVAL COPIES. End User may make archival copies of those portions of MicroPre's product(s) that are provided on machine readable media. provided such copies are for the End User's personal use on one microcomputer and that no more than one such copy is in use at any time unless End User has paid for multiple copy use as described in ARTICLE IV, MULTIPLE COPY USE of this Agreement.

ARTICLE IV. MULTIPLE COPY USE. MicroPro use licenses are applicable to a single microcomputer installation. In the event End User intends to use a MicroPro product or any part thereof on more than one microcomputer, the license fee for each such multiple use must be purchased. Quantity discounts in accordance with MicroPre policy will apply, in the event of simultaneous use, a license must be obtained for each instance of possible simultaneous execution by a separate microprocessor,

ARTICLE Y. MULTI-PROCESSOR USE AND MULTI-USER LICENSE FEES. In the event that End User's computer is of multi-processor design, whereby multiple users may access common disk memory and, therefore, software programming, the following user fees shall apply:

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|-------------------------|--|
| luser                   | 1 license required   |
| 2-5 users               | 2 licenses required  |
| 6-24 users              | 3 licenses required  |
| 25 or more users        | 1 additional license required for each 20 users or fraction part thereof |

End User shall have the enclosed form, "Multi-Processor Design System Configuration," Exhibit C, completed upon initial purchase of MicroPre Software. Additional "Mutti-processor Design System Configuration" forms shall be provided by End User to the MicroPre Dealer or Distributor from whom the original license was purchased, or, at that is not possible, to MicroPro itself, when the number of users on a multi-processor design system previously reported shall change.

End User shall comply with the above fee schedule and multiple use reporting system for Design System Configuration supporting Multiple Users on a Single Processor.

ARTICLE VI. COPYRIGHTS, TRADEMARK NOTICES, LEGENDS AND LOGOS. Microfro logo, product names, software, manuals, documentation and other support materials are either patented, copyrighted, trademarked, trade secrets, or otherwise proprietary to MicroPro. Buyer agrees not to remove any such notices and product identification.

ARTICLE VII. TRANSFER OF END USER LICENSE. In the event End User wishes to transfer the rights granted by this Agreement, retaining none thereby, a letter requesting such transfer accompanied by the original diskette or label therefrom, must be sent to MicroPre, MicroPre will then select the most appropriate method for distribution of the transferred rights and advise the intended recipient of any nominal fees.

ARTICLE VIII, LIMITED WARRANTY POLICY, MicroPro warrants that all materials furnished by MicroPro constitutes an accurate manufacture of MicroPro products and with replace any such MicroPro furnished material to be thus delective, provided such delect is found within ten days of purchase by End User However, MicroPro makes NO express or implied warranty of any kind with regard to performance or accuracy of data of any kind nor for any consequential damages resulting therefrom whether through loss or innacuracy of data of any kind nor for any consequential damages resulting therefrom whether through MicroPro negligence or not, MicroPro will not honor any warranty where a MicroPro product has been subjected to physical abuse or used in defective or non-compatible equipment. MicroPro will not honor any warranty for which there is no signed End User Agreement Acknowledgment on hie at MicroPre offices. The products provided by MicroPre are intended for commercial use only.

ARTICLE IX. UPDATE POLICY. MicroPro may, from time to time, revise the performance of its products and, in so doing, incur NO obligation to furnish such revisions to any MicroPro customer. At MicroPro's option, MicroPro and provide such revisions to its Dealers. Also, at MicroPro's option, MicroPro may provide its Dealers and End Users with a revision newsletter from time to time. (No update or customer service or newsletter distribution will be provided unless a property signed End User Agreement Acknowledgment is on file at MicroPre offices.)

ARTICLE X. CUSTOMER SERVICE. It is MicroPro's customary practice to provide reasonable assistance and support in the use of its products to its customers through its dealer network. End Users therefore are expected to obtain customer service from their Dealer.

ARTICLE XI. TERMINATION OF END USER LICENSE. If any one or more of the provisions of this Agreement is breached, the license granted by this Agreement is hereby terminated. Nevertheless, in the event of such termination, all the provisions of this Agreement which operate to protect the rights of MicroPre shall continue in force.

ARTICLE XII. INJUNCTIVE RELIEF. It is understood and agreed that, not withstanding any other provisions of this Agreement, MicroPre has the unequivocal right to obtain timely injunction relief to protect the proprietary rights of MicroPre.

ARTICLE XIII. GOVERNING LAW. When signed in the United States, this Agreement shall be interpreted in accordance with the laws of the State of California When signed in any other country, this agreement will be interpreted in accordance with International Law, in the event any part of this Agreement is invalidated by court or legislative action of competent jurisdiction, the remainder of this Agreement shall remain in binding effect.

ARTICLE XIV. LEGAL FEES. In the event of legal action brought by either party, the prevailing party shall be entitled to reimbursement of legal fees as set by court action.

ARTICLE XV. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements. This Agreement may only be changed by mutual written consent.

ARTICLE XVI. END USER AGREEMENT ACKNOWLEDGMENT. By signing and returning the MicroPro End User Agreement Acknowledgment, the End User hereby accepts all the terms and conditions of this Agreement without exception, deletion or alteration. End User recognizes that any use of MicroPro products without the return of said End User Agreement Acknowledgment will be considered a breach of contract, subject to liquidated damages, and otherwise unlawful and unauthorized use of MicroPro's trade secrets and proprietary products.

#### Form MS 01

MicroPro International Corporation, Inc., 1299 Fourth Street, San Rafael, CA 94901, (415) 457-8990, Telex: 340-388

|        | Г. |   |  |  |   |                              |  |  |
|--------|----|---|--|--|---|------------------------------|--|--|
| а.<br> |    | hereby incorporated in<br>The undersigned here<br>Agreement and agrees              | ITN this card. Keep<br>I User of MicroPro produ-<br>erms of the End User Ag<br>this card and acknowled<br>eby agrees that by signi<br>to be bound by all terms | the End User Agent of the End User Agent (Form MS01) ged by this reference.<br>Ing this document he of the second of | greement in your<br>cknowledges that he c<br>i), the terms and cond | r she has re<br>itions of wh | ich are I  |  |
|        |    | End User's Signature<br>Product Name:<br>Please Print Legibly<br>End User's Company | Version  | Media  | D<br>Serial N<br>SPELLSTAR<br>SP9117DV                              | ate /<br>).:<br>1. 2         |  |  |
|        |    | End User's Name:<br>Address:<br>City:<br>Country:                                   |  |  | Di  | ate /                        |  |  |
|        |    | (Company Name)  | Tear off   | and return this portion.   |   |                              | <u> </u>   |  |
|        |    | $\leq$  | Sign<br>the<br>Acknor<br>Car<br>(Do no   | JRRY!<br>and return<br>End User<br>wledgemer<br>rd today.<br>of return th  | nt <sup>#</sup>   |                              |  |  |
|        |    |   | This will enal<br>1. product up<br>2. customer<br>3. free produ  | r Agreeme<br>ble you to obta<br>odates.<br>service.<br>ct reference gu<br>newsletters.   | in:   |                              | ,, ser<br>, |  |
|        |    |   |  |  |   |                              |  |  |
|        |    |   |  |  |   |                              |  |  |
|        |    |   |  |  |   |                              |  |  |



MicroPro International Corporation **End User Program License Agreement** September 1982  $\mathbb{C} \circ T'$ 

### Before you open this package.

÷.,

carefully read the following legal agreement regarding your use of the enclosed MicroPro product. Opening this package indicates that you accept this agreement and will abide by it. If you don't agree with what it says, promptly return the package unopened and your money will be refunded. You are required to return the End User Acknowledgement Card to receive any information on product updates.

MicroPro International Corporation (MicroPro) ) develops computer programs and related materials (its Products) A The Ft HERE IN ALE AT THE

End User (the consumer) desires to obtain the benefits of MicroPro's Products and by opening this package agrees to abide by the terms of this License; Therefore, subject to the following terms and conditions, MicroPro grants to End User a non-transferable license to use its Products only as indicated below.

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Form MS-01

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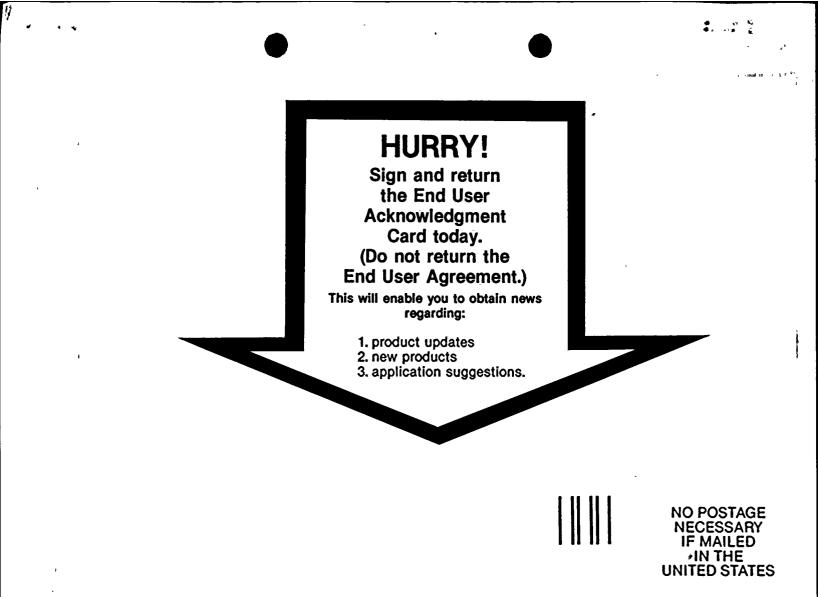
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### FEDERAL BUREAU OF INVESTIGATION

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Date of transcription .3/4/86 ,

PAGETEC, INCORPORATED(INC.) (PI), Village, California, was telephonically contacted atHaving been previously apprised of the officialidentity of the caller as a Special Agent of the FEDERAL BUREAU OFINVESTIGATION,was told that the calling Agent hadadditional questions regarding the unauthorized transfer of thecomputer software package called "VERSACOMP" by the INSTITUTE FORSCIENTIFIC INFORMATION, INC. (ISI) in Philadelphia, Pennsylvania toRALPH GARNER ASSOCIATES, INC. (RGA) in New York, New York.

Reference was made to a discussion between \_\_\_\_\_\_ and an ISI employee, \_\_\_\_\_\_ regarding a licensing agreement for a second copy of the VERSACOMP at RGA, during which \_\_\_\_\_\_ said that he would have to check RGA out. \_\_\_\_\_\_ advised that he \_\_\_\_\_\_ did nothing to check RGA out. \_\_\_\_\_\_ usually waits until the signed licensing agreement comes back to him before doing this, because some requests do not materialize. \_\_\_\_\_\_\_ indicated that he would check RGA out before signing a licensing agreement, but he never received the signed agreement from ISI.

advised that during that conversation told that RGA was a service bureau which ISI wanted to use for overflow work. The conversation was not very long, and did not use the expression "backup site."

advised the interviewing Agent that in his mind, a b6 backup site is a site to which a company can go when its computer is b7C down or inoperable. does not consider RGA a viable backup site for ISI. is aware that ISI's computer is capable of 5 MIPS (Million Instructions Per Second); whereas, RGA's is capable of only 0.5 MIPS. The capabilities of the two computers differ by a factor of ten, and there are many other sites which are better as a backup site for ISI.

advised that PI does not have arrangements for a backup site. One reason for this is that PI's computer is an INTERNATIONAL BUSINESS MACHINES (IBM), and with IBM's response time,

| Interviewed on | 2/6/86 <u>at</u> | Philadelphia,<br>Pennsylvania<br>(Telephonically) | <u>File</u> # | Philadelphia<br>28G-903 -74 |
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| By SA          | DOK<br>/1kh      |   | Date Di       | <b>ctated</b> 2/11/86       |

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the computer is down for only about a half day. Computers today are very reliable compared to the past anyway, and backup sites are not that important anymore. In PI's situation, even a severe computer failure would not hurt very badly, because PI does not use data very much. PI backs up (that is, makes copies of files) every two weeks, and could recreate whatever is lost in a computer failure. Employees of PI could do other work while waiting for the computer to be brought back up again. A computer facility cannot copy information from its computer when it is down. In order to use a backup site in the event of a failure then, they would either have to have copies of their files on magnetic tapes, or would have to take the disk packs off the computer.

advised that no customers of PI have ever asked for an off site backup. Some customers have a second computer on site with the first computer, and usually do not have to pay, PI for permission to use VERSACOMP on both computers. \_\_\_\_\_ provides them two copies of VERSACOMP--one for each computer. The Central Processing Unit Identification Number (CPUID) of one computer is embedded in one copy, and the CPUID of the second computer in the other copy. \_\_\_\_\_ usually requires a letter from such a customer indicating which computer is the primary computer.

advised that about two years ago, ISI had two machines, both of which had a copy of VERSACOMP. did not charge ISI the extra fee for the second copy, because the two machines shared the same disk drives, so considered them a single computer for the purposes of licensing VERSACOMP.

There is usually very little discussion with prospective customers about backup sites when negotiating a licensing agreement to use VERSACOMP. There is a paragraph in the licensing agreement requiring a holder of the license to notify PI when a computer goes down so that PI can provide the customer with another copy of VERSACOMP with another CPUID in it.

advised that the term "disaster recovery site" is a relative newcomer to the industry. Such a site would be a remote site. PI is presently negotiating with a firm in Texas to serve as such a site for PI, although these negotiations are not yet completed. said that a site which would qualify, in his mind, as a disaster recovery site for one of PI's customers, would have to be a large company with a large computer with a large storage capacity. Such a site would probably not be a company comparable to the customer unless it also had a license to use VERSACOMP. Such a site could b6 | b7C

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| FD-302a (rev. 11-15-83)      | •                |               |           |
|------------------------------|------------------|---------------|-----------|
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| Continuation of<br>FD-302 of | <b>On</b> 2/6/86 | Page <u>3</u> | ь6<br>ь7с |

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possibly be a service bureau if it is large enough. In \_\_\_\_\_\_ opinion, a small service bureau, like RGA, lacks the checks and balances such as password protection and controlled access to records required to minimize the possibility of an unauthorized duplication of VERSACOMP.

### FD-302 (Rev. 3-10-82)

FEDERAL BUREAU OF INVESTIGATION

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Date of transcription 1/22/86

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appeared at the office of the United States Attorney, Eastern District of Pennsylvania, accompanied by his Attorney, of the law firm of PHILLIPS AND PHELAN, Suite 1600, 121 South Broad Street, Philadelphia, Pennsylvania, for the purpose of making an off-the-record proffer to Assistant United States Attorney (AUSA) \_ that was being questioned with was informed by AUSA employer, the INSTITUTE FOR respect to the allegation that SCIENTIFIC INFORMATION (ISI), had made an unauthorized copy of a computer software package called VERSACOMP, and several unauthorized copies of another computer software package called WORDSTAR. AUSA \_\_\_\_\_ could be considered indicated to \_\_\_\_\_ that he, \_\_\_\_ a subject of the investigation at this time, but would likely become either a target of the investigation, or a cooperating witness hinging truthfulness and candor. A proffer letter was signed on [ thereafter provided the following information: and

In about April, 1985, saw an expense report of an ISI employee. The expense report referred to the installation of VERSACOMP at RALPH GARNER ASSOCIATES, INC. (RGA) in New York, New York. \_\_\_\_\_\_\_talked to two other ISI Employees, ] and [ about the expense report in office. It was discussed at that meeting that VERSACOMP had been installed at RGA upon the direction of EUGENE GARFIELD, the President of ISI, even though it was in violation of a licensing agreement to do so. \_\_\_\_\_ then asked GARFIELD about that matter. GARFIELD confirmed to \_\_\_\_\_ that GARFIELD had ordered the installation of VERSACOMP at RGA, saying that GARFIELD justified RGA as a backup site. then persuaded GARFIELD that a new licensing agreement should be negotiated with PAGETEC, INC. in California, to include RGA as a backup site. Tthen told \_\_\_\_\_\_to negotiate a new licensing agreement with PAGETEC to include RGA as a backup site. These negotiations were in progress and almost completed when FBI Agents conducted a search of RGA and ISI on October 2, 1985.

Prior to that search, had not been aware that b6 WORDSTAR had been duplicated without authorization at ISI. However, b7C since the search, has had his people look for records of purchases of WORDSTAR by ISI. So far about nine such purchases have been found to occur over the years. 28G-903-75

| Investigation | on 10/28/85 at | Philadelphia, | Pennsylvania | File # PHS 28G-9        | 23-75 |
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This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

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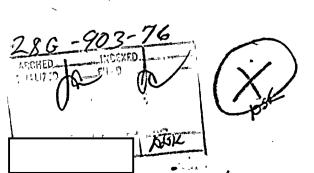
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**MAKING IT** 

BY BRUCE E. BEANS

# THE GRANDDADDY OF DATA

Eugene Garfield and his little-known Philadelphia firm are making millions selling scientific data all over the world.

hrough the course of the day, as his long gray hair becomes unruly and starts to fan out, Eugene Garfield starts looking like Albert Einstein. It's a comparison Garfield probably won't mind. In fact, among the half-million dollars or so worth of artwork inside the headquarters of Garfield's Institute for Scientific Information is a huge terra cotta tile mural called "The Cathedral of Man." It depicts many of the giants of science and culture: Aristotle, Newton, Gutenberg, da Vinci, Franklin, Picasso, Einstein and-Eugene Garfield.

Well, there are all kinds of genius.

Today, when we're inundated with so many bytes of information that we throw money at anyone who can help us cut through the glut, Garfield has become a respected information scientist. The failed chemist's genius lies in the fact that, at the dawn of the Information Age, he understood the kind of information that scientists needed and figured out how to deliver it. Now ISI, the firm he founded 30 years ago, is the nation's (and perhaps the world's) largest commercial provider of scientific information, with \$30 million in sales last year split evenly between customers here and abroad.

As is the case with many great ventures, it began with an idea so simple that you have to wonder why someone didn't think of it before.

"The problem of being aware of and keeping up with the literature has been a problem ever since the invention of printing," says Garfield, a slight 60-year-old with an infant son and a chic wife in her early 30s. "Back as early as the days of Isaac Newton and the Royal Society, people complained about the need for keeping up with everything that was published. It's just that we *think* it's a new problem."

In 1955, drawing on experience he gained working on a medical information project at Johns Hopkins University, Garfield cooked up a new publication he



INFORMATION, PLEASE: ISI founder Eugene Garfield keeps the world's scientists abreast of what their colleagues are up to.

PHOTOGRAPH BY NEEL BENSON

### **MAKING IT**

called-talk about unwieldy-Management's DocuMation Preview. It was, simply, a collection of the tables of contents from various management and social science journals. Inside a damp, converted log chicken coop in Thorofare, New Jersey, he printed the first issues with a Xerox platemaking machine and a small offset press.

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A year later, with the help of a \$500 loan from Household Finance Corporation, he was able to expand and move the business to a tenement building on Spring Garden Street. The weekly publication was rechristened Current Contents by a public relations pro who briefly served as Garfield's partner (Garfield admits his ideas often outpace his marketing skills). Since then it has mushroomed into seven different editions for different subject areas, tracking the contents of more than 6,000 professional journals in fields ranging from biology, medicine and chemistry to social sciences and the arts and humanities. The combined paid circulation of Current Contents is 36,000 (it costs \$257 a year), with an estimated readership of more than 300,000 scientists and scholars. Printed in a 5-by-8-inch newsprint format, it's about as flashy as oatmeal. But it accounts for about 40 percent of ISI sales.

Its utility is obvious. In addition to scanning article titles, subscribers can also consult an index that lists all the significant words that appear in the articles listed.

"It presents an X-ray view of what's going on in science, which otherwise would be a big mass," says Gerald Holder, a Harvard professor of physics and the history of science who wrote the forward to Garfield's latest collected volume of his wide-ranging essays (one appears in each issue of *Current Contents*). "It enables researchers to zero in on what they are interested in at that moment. It's been hoped for ever since Francis Bacon, but it took Garfield to do it."

HE'S BEEN DOING it for most of his life. "It's a form of collecting," he says. "Some people collect things: I collect bibliographic references." So while other kids gathered rocks, young Eugene Garfield grew up in the West Bronx collecting book titles. By the time he graduated from high school, he had scanned the titles on the spine of every book in the High Brodge branch of the New York Public Library. Why? "Because I never had the time to read them all." Back in New York during World War II (he had worked as a shipyard welder in Sausalito, California, studied engineering in Colorado and served stateside as a member of the U.S. Army's mountain troops), Garfield enrolled in Columbia University's chemistry program. Moonlighting as a cabbie, he killed time

by reading textbooks. His colleagues dubbed him "The Professor."

He graduated to a lab job at Columbia, but twice he caused explosions while mixing acid derivatives. And so Garfield leaped at a chance to join a pioneering automated medical indexing project at Johns Hopkins. It meant he could be involved with science without blowing himself up.

He became an expert in machine methods (that's what computers were originally called) of scientific documentation, took a master's in library science at Cohumbia and began work on his doctorate in structural linguistics at Penn. That's when Garfield—described by his boss at Columbia as a hard "but not very original" worker—invented Current Contents.

In addition to *Current Contents*, ISI's other big seller is the Scientific Citation Index, which tracks more than 3,000 journals, and indexes nearly 9 million citations, or footnotes, in 600,000 items a year. The SCI, which enables scientists and historians to chart how scientific research influences subsequent studies, nearly bankrupted Garfield in the early '60s when it was launched. Now it accounts for another 40 percent of sales. Roughly 1,200 customers, mostly libraries, buy the \$5,800 annual editions. Last year's 14-volume edition was nearly a yard thick.

ISI also updates chemists on about 16,000 new organic compounds *each month*, furnishes original tearsheets of articles; alerts customers, either on a onetime or continuing basis, of items of particular interest to them; and provides onfine databases and a software program, Sci-Mate, which can provide entree to a number of databases and conduct complex text searches. The Secret Service is using the latter in major criminal investigations.

And ISI has a small book publishing division, ISI Press. Its 21 titles include: a series on writing and editing; Sex Signals: The Biology of Love; a transliterated dictionary of the Russian language, edited by Garfield; and seven volumes of his Current Contents essays, which he produces with considerable help from his staff of writers, editors and researchers. His interests, if not his memory, are encyclopedic—the essay topics range from aging, allergies and animal research to Nobel laureates, parenting, science books for children (and ISI products).

Garfield met his third wife, Catheryne, while she was working in ISI's marketing department. She had a master's degree in information science from Drexel University, and now is consulting there part time. "He never had a woman before who understood business, someone he could talk with about the business, and that's what he likes best," says a longtime ISI board member. The couple, who've been married three years, live in the Society Hill Towers with their infant son, Alexander Merton. At home, Garfield limits himself to a small reference library, but he scans an estimated 50 science-oriented magazines and journals, ripping out articles for his personal files or to send to others. He also scans The New York Times daily, or, failing that, catches up with the Times' weekly review. "All of us who read make such compromises," he says. "It's our built-in survival system against information overload."

Both Garfield's apartment and his office are chock-full of the wildly colorful, peyote-induced yarn paintings of Mexico's Huichol Indians (he may be the world's largest collector of the folk art). Garfield generally travels by subway or cab to ISI's \$6.5 million headquarters at 3501 Market Street, in the heart of the University City Science Center. Designed by Venturi, Rauch & Scott Brown, the exterior of the four-story, 6-year-old building looks to some like a computer punchcard. Instead of permanent walls, movable, free-standing partitions separate small office cubides-the better to deal with frequent reorganizations brought on by new product changes. Thanks to elaborate sounddeadening systems, including some kind of low-decible electronic hum, the place has an almost unnerving quiet about it, although some 450 of ISI's 625 employees work there.

The operation has a progressive bent. ISI sponsors one of the first on-site daycare centers in the country. There's also flex time, liberal vacation and no dress code. So while you find plenty of buttondown shirts and penny loafers, you also find one of Garfield's most valuable assistants, Dr. Calvin Lee, a Chinese-American from San Francisco, with flowing black hair, wearing an abbreviated mesh T-shirt that exposes his navel, black shorts alive with fluorescent-pink banana leaves, a small teddy bear hanging from a belt loop, sandals, and an aluminum diamond glued to his forehead. No religious purpose, just likes how it looks, explains Lee, who says he helped sign David Bowie to his first major recording contract in London in 1970.

Nonetheless, there's considerable employee turnover. Ex-employees complain about low salaries and the eye-glazing nature of the fine print that makes up much of ISI's products. Then there's Garfield himself, whom most employees deferentially address as "Doctor."

"Part of it is him and his very hands-on style," says business consultant Peter K. Aborn, the son of one of Garfield's exwives and an ISI senior vice-president who

### **MAKING IT**

left the firm last March after nearly 20 years because he desired more autonomy. "Some people bridle at it." Garfield must be getting the message: In February he hired a former McGraw-Hill executive, Martin Kennedy, to serve as ISI's chief operating officer and executive vice-president, in charge of the day-to-day running of the firm.

JUST BACK from a scientific meeting in Britain, soon to embark on a trip to Moscow, Leningrad, Helsinki and Heidelberg to lecture and chat up his firm's products, Garfield sits in his office with an uncomprehending look of a missionary who failed to convert a potential zealot.

He's talking about how, several years ago, The Chronicle of Higher Education pulled out of plans to produce jointly a science newspaper with ISI. Garfield has been dreaming about a sort of Wall Street Journal for scientists for two decades now. Doctors, lawyers, butchers, bakers and candlestick makers all have their own newspapers. But aside from the hundreds of professional journals that track scientific breakthroughs, the country's 4 million scientists and engineers have almost nowhere to turn for comprehensive information about the business of science trends, policies, politics, funding.

"In a country that is so dependent on science and technology, it's absurd that there isn't a more active and logical place where you can seek the voice of the scientist in public affairs," Garfield says, waving his reading glasses through the air for emphasis.

"It's a needed enterprise," agrees Corbin Gwaltney, editor of *The Chronicle*. "It was then and it is now." But after ISI and Gwaltney each spent \$100,000 for development, *The Chronicle* withdrew because it felt a test mailing did not indicate sufficient interest for what was then planned as a weekly newspaper.

Garfield persisted. Then last year he convinced *The Economist*, the Londonbased bible of global financial news, to take a 40 percent interest in a jointly produced, bimonthly tabloid, *The Scientist*. But *The Economist* pulled out of the venture earfier this year. That occurred in the wake of an FBI probe and a private civil lawsuit filed against ISI concerning allegations the firm had copied, without authorization, a \$48,000 computer software package designed for commercial typesetting.

Pagetec Inc. of Westlake Village, California, claimed ISI made an unauthorized copy of the Versacomp software it owned for the Ralph Garner Associates typesetting house of New York. Garner, a halfbrother of Garfield, has done photocomposition for ISI for years. The suit was settled out of court in January. Under the terms of the agreement, ISI is continuing to use the software, while Garner is not.

But the FBI probe, which also uncovered evidence that ISI had made additional unauthorized copies of the popular WordStar word-processing program, was continuing when *The Economist* backed out before a scheduled mail solicitation for *The Scientist* in January.

"The suit didn't bother us so much, but the FBI thing bothered everybody," says Nicholas Valery, a former New York and Tokyo bureau chief for *The Economist* who was to be publisher of the new periodical. "There was concern that ISI could've become the standard case for software copy violations, just like E.F. Hutton for checkkiting. So we couldn't finalize the details while the cloud was hanging over ISI."

While the door has been left open for The Economist's return to the project,

Despite the fact that his partner pulled out during the FBI probe, Garfield is forging ahead on his own with the newspaper for scientists. Getting ISI's approval was easy: Garfield owns 80 percent of the firm.

Garfield thinks the magazine's withdrawal could also have been a result of recent management changes. Regardless, he says he's confident the federal investigation will also be dropped. "People have contract suits all the time; does that mean they're criminals?" asks Garfield, who declines to discuss the case but asserts no crime was committed.

Meanwhile, he's forging ahead with the delayed newspaper and hopes to launch it this July. "I've been delayed before," he says with a laugh. "It's not a major tragedy." With editorial offices in Washington, and business offices in New York and ISI headquarters, *The Scientist* will be a 24to 32- page tabloid (cover price, \$1.95; annual subscription, \$29 to \$39) strictly earmarked for engineers, laboratory scientists, white-coated PhDs-not general consumers who read Scientific American.

Getting the approval of ISI's board of directors to bankroll the entire venture was easy. Garfield owns 80 percent of the company, controls about another 10 percent and is the board chairman and CEO. He already pours most of his profits back into research and development of new product ideas and databases; in fact, ISI lost money in 1983, mostly due to the cost of developing on-line products. It turned a profit in 1984 and eked out a small one last year, Garfield says. -

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The main functions of the chief's fellow board members are to advise Garfield and throw cold water on his wilder ideas. That hasn't happened with the newspaper. "This newspaper idea could be one of his better ones," says longtime board member Charles Tyroler II, a Washington consultant.

As The Economist's own marketing survey indicated, ISI subscribers have a strong loyalty to the firm—and the kind of demographics that could make scientific equipment advertisers pant. They have a median personal income of \$59,000 and median household income of \$59,000 and median household income of \$71,000. That's significant not so much for their disposable income but for their job stature and control of lab purchases.

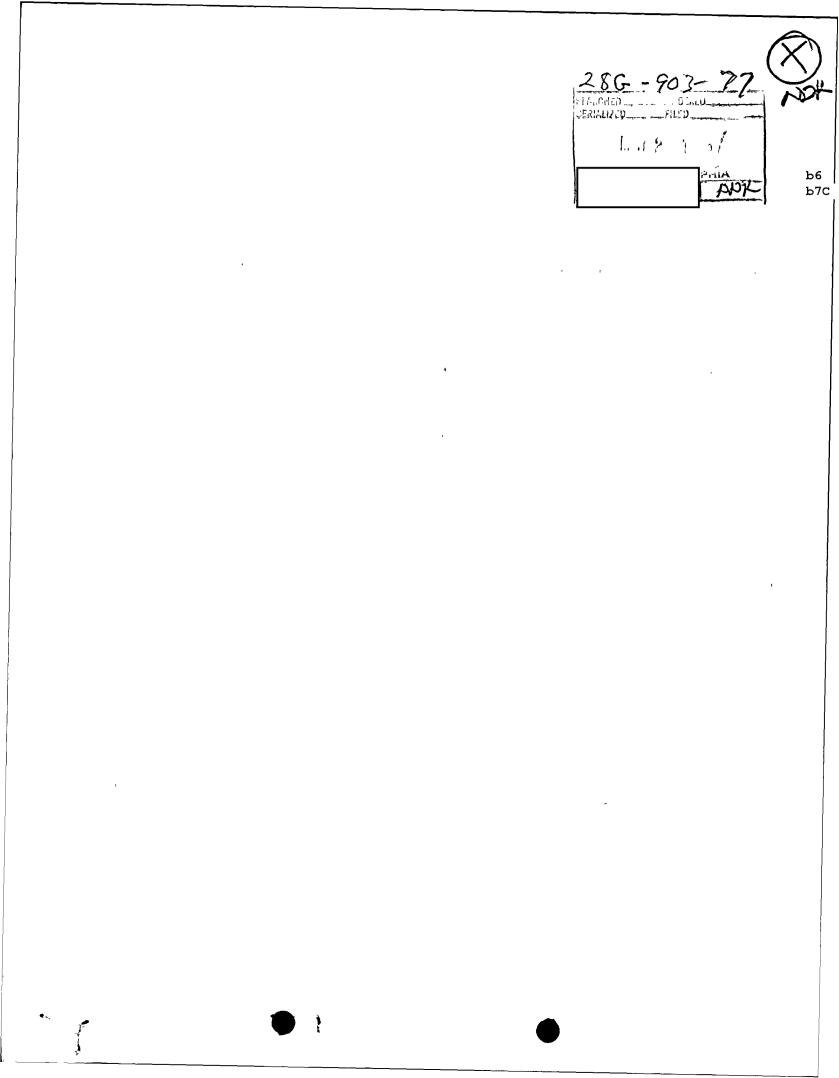
"They're in charge of some pretty fat procurement budgets," says The Economist's Valery, who still believes the concept has merit. "Clearly ISI has its fingers on the shakers and movers in science."

Garfield doesn't expect The Scientist to be an instant winner. In Britain, with onefifth of the scientists the United States has, a 30-year-old newspaper, the New Scientist, has a weekly circulation of 77,000. "Our aims are very limited," says Garfield. "We're looking for a circulation of 20,000 to 40,000 and, over five to ten years, to build it up to a quarter million."

Those limited expectations don't come cheaply. The ISI business plan calls for losses of \$3 million to \$4 million before it begins to yield a return. Thinking back to his experience with the Science Citation Index, Garfield says: "If you really want to sell a new product in this business, unless you've got something absolutely phenomenal, you better count on many years before it's accepted."

And if it isn't accepted, well, Garfield has plenty more ideas where the newspaper came from. His staff is also working on an Atlas Encyclopedia of Science, which he likens to a graduate-level Encyclopedia Britannica. He also wants to see his indexes on compact disks; convert some of the citation updates into special-interest newsletters, on topics such as AIDS, for use by both researchers and general consumers; and develop copying machines (for which he has patents) that would be able to copy selected parts of an 8½-by-11-inch page, instead of the whole sheet.

"Most entrepreneurial businesses," he says, *"always* have more ideas than they can implement."



### U.S. Department of Justice



### Federal Bureau of Investigation

In Reply, Please Refer to File No.

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Philadelphia, Pennsylvania July 14, 1986

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EUGENE GARFIELD, dba INSTITUTE FOR SCIENTIFIC INFORMATION, 3501 MARKET STREET, PHILADELPHIA, PENNSYLVANIA, dba RALPH GARNER ASSOCIATES, INCORPORATED, 460 PARK AVENUE, NEW YORK CITY, NEW YORK; PAGE TECH, INCORPORATED, 2524 TOWNSGATE ROAD, SUITE H, WESTLAKE VILLAGE, CALIFORNIA - VICTIM, COP MAT, ITSP;

Reference is made to the Bureau's airtel to all SACs dated January 4, 1984, in captioned "computer related crimes."

Captioned matter was opened on September 24, 1985, predicated upon a complaint submitted to the United States Attorney (USA), Eastern District of Pennsylvania (EDPA), and to the Federal Bureau of Investigation (FBI) by a former employee of subject, Institute for Scientific Information (ISI). The complainant submitted two separate allegations.

The first allegation was that subject, Garfield, had directed the employees of ISI to make an unauthorized copy of a computer software package called Versacomp, and to transport that unauthorized copy of Versacomp to be installed for commercial purposes at the computer facility owned by subject, Ralph Garner Associates, Incorporated (RGA). Versacomp is owned by captioned victim, Page Tech, Incorporated (PTI). Versacomp was in the possession of ISI subject to the terms of a licensed agreement which prohibited that copies of Versacomp be made. The directly identifiable loss is the price of one copy of Versacomp, \$48,000.

> This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

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### EUGENE GARFIELD, doing business as

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The second allegation was that ISI employees made numerous unauthorized copies of a software package called "Wordstar" for commerical use on international business machines (IBM) micro-computers. Wordstar is copyrighted by Micro Pro International (MPI), 33 San Pablo Avenue, San Raphael, California. The directly identifiable loss in this allegation is approximately \$3000. In both of these allegations the subjects had authorized access to the computers involved, but not all of them had authorized access to the software programs involved. The USA, EDPA, as of this writing is still taking this matter into consideration in order to express an opinion as to its prosecutive merit.

memorandum

DATE: 10/2/86

SA

REPLY TO ATTN OF:

SUBJECT: EUGENE GARFIELD, dba INSTITUTE FOR SCIENTIFIC INFORMATION, 3501 MARKET STREET, PHILADELPHIA, PENNSYLVANIA: dba RALPH GARTER ASSOCIATES, INCORPORATED, 460 PARK AVENUE NEW YORK, NEW YORK; PAGE TECH INCORPORATED 2524 TOWNSGATE ROAD, SUITE H, WESTLAKE VILLAGE, CALIFORNIA - VICTIM; COPMAT ITSP

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TO: SAC, PHILADELPHIA (28G-903)(SQ7)(P)

(Philadelphia (28G-903)(SQ7)

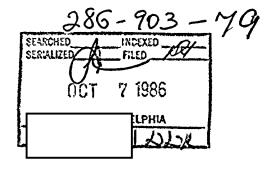
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This memorandum will serve as a file note for a meeting which took place on September 26, 1986, with Special Agents (SAs) \_\_\_\_\_\_ and Assistant b6 United States Attorneys (AUSAs) \_\_\_\_\_\_ b7c attending.

During that meeting, AUSAs \_\_\_\_\_\_\_ advised SAs \_\_\_\_\_\_\_ that they seriously questioned the desirability of prosecuting this matter given the relevant factual circumstances and viable defendants, since the case would set a precedent. AUSAS \_\_\_\_\_\_\_ advised however, that before deciding whether to decline prosecution in this matter, they would seek advisement from the DEPARTMENT OF JUSTICE(DOJ) regarding the desirability of its prosecution.

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OPTIONAL FORM NO. 10 (REV. 1-80) GSA FPMR (41 CFR) 101+11.5 5010-114

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F2-350 (Rev. 5-8-81)

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(Indicate page, name of newspaper, city and state.)

Date: 9/29/86 Edition.Vol 315 No. 91

Tite: Philadelphia Inquirer

Character:

or Classification: 28G-903 Submitting Office: Philadelphia

Indexina:

# Phila. region is caught up in an 'exploding' economy

6 - 1

#### By Arthur Rowe

An once-sleepy Burlington County har lets, townhouses and condomini-ums are sprouting by the thousands. Along the Schuylkult once-sile ware-houses and factories are busting with dozens of small, start-up compa-nies. And across the Center City sky-line, half-completed high-rise office buildings are in a maltouthon-dollar race to the sky.

race to the sky. The signs abound. After decades of Jethargic growth — and even eco-nomic contraction in some years —

the Philadelphia region is undergoing an extraordinary economic ex-pansion. Not since the mid-1960s has the

Not since the mid-1960s has the eight-county metropolitan area expe-renced an economic revitalization of such magnitude. The number of jobs is at an alt-time high. Unemploy-ment is at a 12-year low. Commercial and residential real estate develop-ment is at record levels. Retail sales growth is the highest in the nation. growth is the highest in the haton. And the bloodletting among manu-facturers has slowed dramatically. Moreover, the Philadelphia re-

gion's economy is outpecing the ne-bonal average in a variety of eco-nomic measures, even outdustancing such fast-growth meccas as Boston, Washington and San Francisco. "The statistics alone are anprec-dented," said Mickey Levy, chief economist at Fidehty Bank. "We are leading the country," said John G. Bedt, manager of economic research at the Federal Reserve Bank of Philadelphia. The economic expansion started here earlier than elsewhere and is stronger here than elsewhere."

The complexion of the current surge in the region is a nique. For the first ume in the Philadelphia area, growth is being fueled by a range of high-tech and low-tech businesses, many in the early stages of develop-ment'

ment. Once dominated by heavy industry and textiles, Philadelphia over the last two decades has undergone a. Darwinian transformation, losing hundreds of manufacturing companess that were unable to compete with foreign labor pools and new technology. Today, only the strong-

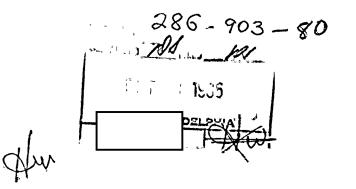
est of these manufacturers remain. and they share economic leadership with a vibrant array of companies in the bealth-care, information-process-

the beath care, information-process-ing, pharmaceutical, education, beaking, insurance, real estate and legal-service industries. "The important thing is that we have shed the market losers," said Anita Summers, director of the Wharton Philadelphia Economic Monitoring Project at the University of Pennsylvania, "The last two years have been the strongest economical-ly in probably 20 years. And the re-

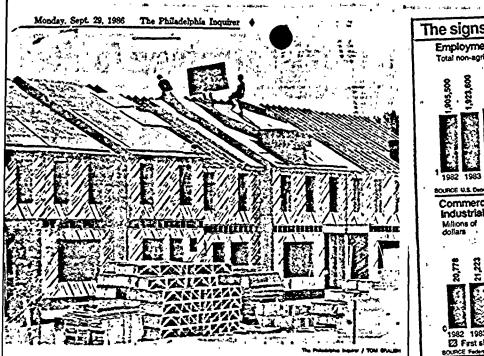
gion has strong underpinnings. You can always get an economi: bit but this is much more than that The region economic activit contrasts sharply with some othe fering slumps in energy, mining steel and agriculture. The econom steel and agriculture. The econom of Pittsburgh, for instance, is no being measured in negative term with a 3.2 percent loss of jobs durit the first half of 1986, according to Penasylvania State University stud By comparison, over the 12-mon' (See BOOM on 4A)

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Larchmont, a 6,000-unit development of condos, townhouses and houses, rises in Mount Laurel.

## Phila. region caught up in an 'exploding' economy

BOOM, from 3-A period preceding July, job growth in the Philadelphia region was 3.5 per-cent — third-highest in the country behind Arlanta and Washington, ac-cording to the Federal Reserve Bank of Philadelphia. In the last 24 years, employment in the eight-county Philadelphia region has swelled by about 170,000 jobs, Labor Department statistics show. The inner city remains an excep-tion, There, unemployment and un-

tion. There, usemployment and un-deremployment remain high, espe-cially among young minorities, a situation reflected in the chy's over-all employment figures. In June, unemployment within the city limits was 6.7 percent, compared with an average of 5.1 percent for the sur-rounding Pennsylvania and New Jerrounding reinsyvania and new Jer-sey counters. Last year, unemploy-ment in Philadelphia reached as high as 12.8 percent. Otherwise, the surge has embraced all of southeastern Pennsylvania as

well as the contiguous southern New

all of southeastern Pennsylvania as well as the contiguous southera New Jersey counties. "Things aren't booming, they're exploding here," said Al Green, re-gional economist for the New Jersey Department of Labor. Between July 1980 and July 1986, the number of jobs in the three neighboring New Jersey countes -Burington, Camden and Gloucester - Increased by 219 percent, to 599,000, compared with growth of 191 percent statewide during the same period, according to the De-partment of Labor. Overall, the 83,000 private and pub-hc companies of the eight-county re-gion have created 34,900 jobs in the 12 months preceding July - for a total of 2,033,000 jobs, an all-time high.

created in service industries. One of the firms responsible is TSO Financial Corp., a Horsham-based company that does directmail lend-ing and financial services. In the last eight months, SLL has myse than doubled its work force, from 170 to 415 employees. It has tripled its office space to 100,000 square feet. And if has ballooned its bottom has from \$4.3 million last year to a projected \$9

54.3 miltion last year to a projected S9 million this year. "Things are booming here — not only for our company, but I can look at my window here and see four buildings hke this being built for new, growing companies," said Den-

"The tables have turned. Today, the Northeast is outshining the Sun Belt."

- Willard G. Rouse 3d

nis Aher, TSO president. "Twe never seen anything hie ft." At the same time that jobs are being created in the service indus-tries, the city's historic manufactur-ing base has itemmed its erosion. Between 1979 and 1985, the region bort 55 500 manufacturing hole in the between 19/9 and 1983, the region lost 55,500 manufacturing jobs in the 12 months ending in Juze, it lost only 3,200. "In the 1970s, we really did not do well. We had a massive shakeout of the weaker industries,"

and into do the weaker industries, said Theodore Crone, economist for the Federal Reserve. But economists behave that the surviving manufacturing companies are competitive and that most of their jobs are secure Moreover, they behave that the increasing number of white-collar jobs in the region abould make the area more resubent in fatare economic downturns. "We are creasing a new economic base with emerging firms," said Fi-dehty's Levy. The vast majority of new jobs have been created in smaller firms, with fewer employees. That's very good in terms of stabil-

That's very good in terms of stabil-

That's very good in terms of should for." Thomas Bolger, chairman and chief executive officer of Bell Atlan-be Corp., agreed, "Philadelphia how is the right city, at the right time, with the right place and the right kind of busness mix. We've got a great mix of manufacturing and in-formation-processing businesses that formation-processing businesses that bend to feed on each other."

The region's sconomic growth i not always visible. "The growth is very subde in na-rure. If there were six new, visible factories in the region, it would be easy to explain. But what is going on here is very complex. It is a broad-based sharing," said Edward J. Mun-ray, regional economist for Pennsyl-vania's Office of Employment Security.

Security. Economists say that the region has Economists say that the region has experienced a surprising growth in high-technology firms. According to Wharton researchers, in 1985 there were 153,000 employees working in high-tech jobs, including pharma-centucal research, a number that is comparable to more celebrated tech-nology centers such as Boston of Dates Dallas

"The region is more of a high-tech employment center than people think," said Thomas Luce, associate director of the Wharton Philadel-

phia Economic Monitoring Project. "Actually, Philadelphia is, in terms of people employed in high technol-ogy, one of the top five or six metro-pohtan areas in the country."

Those who deal with business in-formation processing and business services have also scored big gains.

"There has been substantial incre-There has been substantial incre-mental growth in companies that deal in information," said John P. Claypool, executive director of the Greater Philadelphia Economic Co-aktion, a public-private partnership to promote economic growth.

Consider the institute for Scien-tric information (ISI), a publisher and processor of scientific informa-tion in West Philadelphia. This year, the firm expected a 20 percent in-crease in revenues over last year and a doubling of its software and book-publishing sales. And next month, Si is launching a new bimonthly trade journal for scientists, to be called Scientist "At a time when most scientific

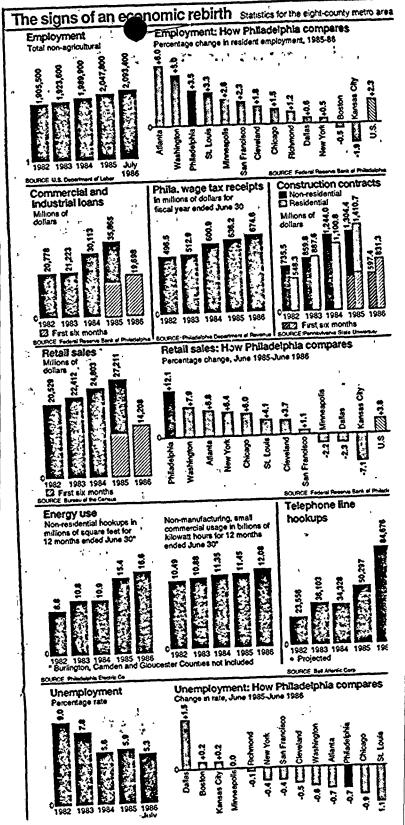
At a time when most scientific publications are closing down, we are launching a new information newspaper," said Martin Kenney, ex-ceutive vice president and chief op-, erating officer of SL

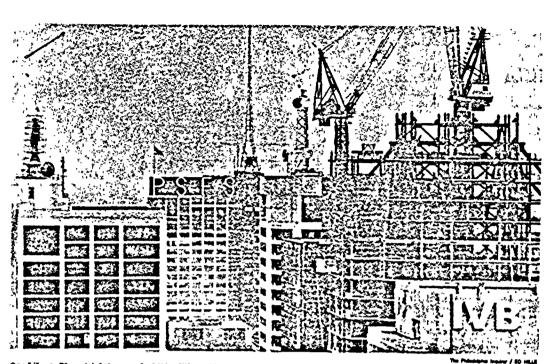
erating officer of NL For several years now, the Phils-delphia area has been in the midst of an anprecedented building boom. Since 1980, about five mähon square feet of office space have been added to the city's skyline, according to Jackson-Cross Co. An additional 2.9 mällion square feet is under con-struction - and there are no signs of the boom abating. "There are now nine more major projects being proposed that would add a total of 7.1 million additional aquare feet," said Charles F. Sey-our, chairman of Jackson-Cross,

mour, chairman of Jackson-Cross, who has been involved in Philadel-phia real estate since the early 1940s. Basically, I've never seen anything hke it."

hke ft." The building boom is being fueled by a steady influx of national and international investors, Major Wall Street investment houses have ac-

Interinational motions, major wan Street investment houses have ac-quired pieces of real estate, and in-surance giants such as Actua and Metropolitan Life have all under-written projects. Canadian, Middle Eastern and Japanese investors have also bought pieces of Center Ciry. "The tables have turned," said de-veloper Willard G. Rouse 3d. "Today, the Northeast is outshining the Sun Selt, Fulladelphia, hit Boston and New York and Baltimore, has made the jump from an industrial to a service economy. That's why we're in the midst of the biggest building boom in the city's history."





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One Liberty Place (right), part of a \$600 million office, retail and hotel complex, is one of several Center City projects in the works.

## Rouse & Associates is building the 60-story One Liberry Place, the first office tower to exceed the height of City Hall. The building, designed by Chicago's Helmut Jahn, is part of a 5600 million office, retail and hotel complex complex.

complex. Other projects under construction or planned include a 34-story office and hotel complex at 18th Street and Benjamin Frankhn Parkway; a 56-story tower on the Market Street site of the Greybound Bus Terminal, a 50-story office towers along the Vine Street Expressway, and another at the corner of 18th and Arch. Additionally, plans are moving abead for a \$250 million health-care

and medical-research complex in West Philadelphia — a project that will create 614 permanent new jobs and 735 construction jobs and mark Philadelphia as a world leader in health care. Another group of developers is proposing a \$200 million cultural arts complex near 30th Street Station to rival Washington's Kennedy Cen-ter.

No rivel washington a remove content ter. The building boom has spread well beyond Philadelphia into the sur-rounding Pennsylvania counties and southern New Jersey. It has helped push housing prices 20 percent to 30 percent higher over the past year and transformed the corridor along Route 202 into a sprawling high-technology zone. Even once-deteriorating manufac-turing centers such as Consho hocken and Bridgeport have been transformed and are attracting mil-hons of dollars of new investment for office space, manufacturing and for office space, manufacturing and

for office space, manufacturing and housing. "This has been a fantastic year," reported Charles Bushar, an indus-trial real estate broker who in 1980 began converting abandoned war-houses and factories along the Schuyllak into office and business marks.

Space. So far, he has renovated more than So far, he has renovated more than one million square feet of four for-mer industrial sites to provide quar-ters for 80 small to midsize busi-nesses, ranging from wine distributors to architects, importers to high-tech manufacturers. "What we have in the Philadelphia area today is a kot of small users. The people that make the news are EM Honeywell, GE — the big companies — but the vast preponderance of American industry is made up of small businesses," Bushar said. One of the most conspiceous indi-cations of the region's economic

cations of the region's economic strength is a consumer buying spree

strength is a consumer buying spree now under way. Retail sales in the reston during the first half of 1986 were \$14.2 bil-tion, up 157 percent from the first half of 1985, in the city of Philadel-phia itself, sales exploded by 18.1 percent by comparison, nationwide retail sales posted an increase of 4.3 percent during the first six months, according to the Commerce Depart-ment. ment

"Our sales have never been bet-ter," said Richard Hayne, founder

and president of Urban Outlitters. "We are doing so well, it is hard to think that there are problems with the connomy elsewhere in the coun-uy," said David Feld, president of Today's Man, a 'Moorestown-based furm that operater seven men's cloth-ing stores in the region.

Other barome ers of growth are, also topping rejords.

Philadelphia, for instance, led the nation over the last 12 months with a 13 percent growth in commercial and industrial loan growth, com-pared with a 1.3 percent average growth across the country, the Federal Reserve reported,

eral Reserve reported, Moreover, the rate of electric-wire installation in nonresidential facili-ties, a good Indicator of industrial production, has doubled since 1982, according to Philadelphia Electric Co. The number of residential elec-tric connections has doubled, too, the commany said.

the company said. "R books very much like what we saw in the late 1950s when the hous-ing boom hat," said Bill Moriok, vice president for commercial operations at Philadelphia Electric. Litkewise, the number of new tele-phone hookups has been breaking records. Bell of Pennsylvania prop-ects 44.676 hookups this year in the eight-county region, up 68 percent from last year and almost quadrupie the rate in 1982. The number of basi-ness Centrex telephone systems will almost double to 22,189 this year, the telephone company projects.

Less Centrex telephone systems will almost double to 22139 this year, the telephone company projects. Most businessmen and sconomistu trace the beginning of the economic rebound to the fail of 1952. "I had statustics the October 1982 that showed that a turnaround in Philadelphia was beginning, but ev-eryone thought there was something wrong with the statistics, because they thonght Philadelphia doesn't normally lead the nation in expan-sions," said Beil of the Federal Re-serve. "But we've been ahead of the country in a number of areas." At Beil Atlantic over the last three years, strategic planners have had to continually revise their projections upward because they underestimas-ed the strength of the local economy. "We trace it back to 1951 it wasn't a gigantic furnaround or suddan

we use a nuck to real at ways to gigantic rurnaround or sudden burst flust sort of happened," said Bell Atlantic's Bolger. "Now we are moving along nicely."



U.S. Department of Justice

PHONE: (215) 597-1087

BPM:rms

United States Attorney Eastern District of Pennsylvania

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3310 United States Courthouse Independence Mall West 601 Market Street Philadelphia, Pennsylvania 19106

December 3, 1986

Wayne G. Davis Special Agent in Charge Federal Bureau of Investigation 8th Floor, Federal Building 600 Arch Street Philadelphia, Pennsylvania 19106

Attention: S/A

Re: United States v. Eugene Garfield and Institute for Scientific Information, Inc. Your File No. PH 28E-903-(S07)

Dear

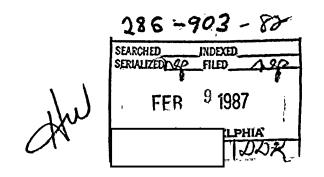
This office is declining to prosecute the abovecaptioned matter, and we are closing our file.

Based upon review of the available admissible evidence, the applicable law, the probability of a successful trial and the prosecution standards of the office, it is our opinion that the matter should not be the subject of a federal prosecution.

In the event you feel that continued investigation is warranted for any reasons which have not been presented to date, please contact me immediately.

Very truly yours,

Edward S. G. Dennis, Jr. **b**6 b7C United States Attorney United States Attorney 86-903 -81 1TC ٦:**b6** b7C  $\omega$ 



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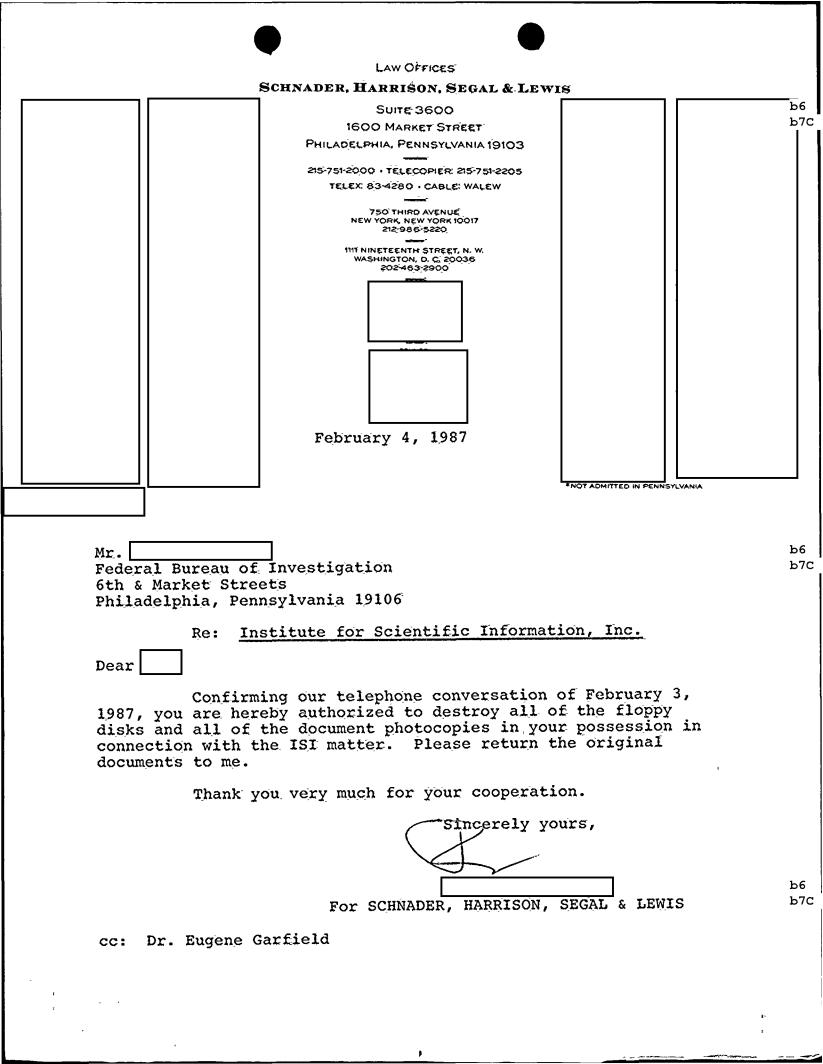
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MITED STATES GOVERNMENT

DATE: 2/3/87

ATTN OF: SA

SUBJECT: EUGENE GARFIELD, et al; COP MAT, ITSP, (OO:PHILADELPHIA)

TO: SAC (28G-903) (SQ7)

On January 5, 1987, \_\_\_\_\_\_ of MICRO-PRO INTERNATIONAL, 33 San Pueblo Avenue, San Rafael, California, was telephonically contacted at telephone number (415) 499-1200, \_\_\_\_\_\_ With regards to the allegations of the illegal duplicating of the Soft Ware Package, "WORDSTAR", at the INSTITUTE FOR SCIENTIFIC INFORMATION in Philadelphia, was informed that prosecution of this matter was declined in the Eastern District of Pennsylvania.

In regards to the materials that \_\_\_\_\_ had b6 provided the Philadelphia FBI, as evidence in this investigation, b7C \_\_\_\_\_\_ advised that he did not desire that anything be sent back to him, and that it could be destroyed.

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UNITED STATES DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION

### MEMORANDUM

January 12, 1987

28-903-84

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b7C

TO : SAC, PHILADELPHIA (28G-903) (P)

FROM : SA

SUBJECT: EUGENE GARFIELD, dba INSTITUTE FOR SCIENTIFIC INFORMATION, 3501 MARKET STREET, PHILADELPHIA, PENNSYLVANIA; dba RALPH GARNER ASSOCIATES, INC., 460 PARK AVENUE, NEW YORK, NEW YORK; PAGETECH, INCORPORATED, 2524 TOWNSGATE ROAD, SUITE 8, WESTLAKE VILLAGE, CALIFORNIA -VICTIM; COPMAT; ITSP (OO:PH)

On 12/11/86, INCORPORATED, was telephonically contacted at On that same date \_\_\_\_\_\_ the witness whose information predicated the opening of this case, was telephonically contacted at \_\_\_\_\_\_ On December 12, 1986, \_\_\_\_\_ Attorney for RALPH GARNER ASSOCIATES, INC., was telephonically contacted at

During those telephonic contacts, the above individuals were informed that this matter was not going to be prosecuted in the Eastern District of Pennsylvania. During those telephonic contacts the above three individuals also advised SA

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2 - Philadelphia DDK:ad (2)DDK PH 28G-903

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that any materials provided by them, or their client, now in the possession of the FBI or the Department of Justice as a result of this investigation could be destroyed rather than returned to the contributors.

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FD-491 (Rev. 1-17-77)

UNITED STATES GOVERNMENT Memorandum Philadelphia ? 28-903 ? Pac, dic, New YorX 28-2243? SUBJECT: Eugene Carfield, DBA Mostitute for Scienc tific Information, 3501 Market ST.

Philadelphia.

10~21~88 DATE:

b6 b7C

C RUC

File Destruction Program

Enclosed are \_\_\_\_\_ items.  $M \in \mathcal{M}$ These items are forwarded your office since:

All logical investigation completed in this Division

You were OO at the time our case was RUC'd.

Enclosures are described as follows:

1-1A Exhibit

28-903-85 SEARCHED\_ SERIALIZED AA NOTE: DO NOT BLOCK STAMP ORIGINAL ENCLOSURE OCT 2 6 1988 /SVITO FBI-PHILADELPHIA

Enc.

DATE Extra copies pirged and destroyed pursuant to instructions in BuA/T 11/3/86