



**Academic Institution Licence**

**THIS LICENCE IS AGREED** the \_\_\_\_\_ day of \_\_\_\_\_ 200\_

**BETWEEN**

**CAB International** with offices at Nosworthy Way Wallingford, Oxon OX10 8DE, United Kingdom, and herewith referred to as "the Publisher"

And (please complete the following):

**Organizational Name:** .....

**Address:** .....

.....

.....

**Post/Zip Code:** .....

**Country:** .....

Herewith referred to as "the Licensee".

**WHEREAS** the Publisher holds the rights granted under this Licence.

**WHEREAS** the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the licence to use the rights for the Fee, subject to the terms and conditions of this Licence.

**IT IS AGREED AS FOLLOWS:**

**1. KEY DEFINITIONS**

1.1 In this Licence, the following terms shall have the following meanings:

**Agent** A third party appointed from time to time by the Licensee or Publisher to act on the Licensee's or the Publisher's behalf, who may undertake any or all of the obligations of the Licensee under this Licence, as agreed between the Licensee and the Agent, or between the Publisher and the Agent.

**Authorized Users** Current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee's institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Licensee with a password or other authentication, together with other persons who are permitted to use the Licensee's

library or information service and access the Secure Network but only from computer terminals within the Library Premises.

- Commercial Use** Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials.
- Course Packs** A collection or compilation of materials (e.g. book chapters, journal articles) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.
- Electronic Reserve** Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Licensee to its students.
- Fee** The Fee set out in Schedule 1 or in new Schedules to this Licence which may be agreed by the parties from time to time.
- Library Premises** The physical premises of the library or libraries operated by the Licensee, as specified in Schedule 2.
- Licensed Materials** The electronic material as set out in Schedule 1 or in new Schedules to this Licence that may be agreed by the parties from time to time.
- Secure Network** A network, whether a standalone network or a virtual network within the Internet, which is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.
- Server** The server, either the Publisher's server, it's Agent's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.
- Subscription Period** That period nominally covered by the volumes and issues of the Licensed Material listed in Schedule 1, regardless of the actual date of publication.

## **2. AGREEMENT**

- 2.1 The Publisher agrees to grant to the Licensee the non-exclusive and non-transferable right to give Authorized Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this Licence, and the Licensee agrees to pay the Fee.
- 2.2 This Licence shall commence at the beginning of the Subscription Period for each of the Licensed Materials as set out in Schedule 1 or in new Schedules to this Licence that may be added subsequently. The Licence shall automatically renew on an annual basis while the subscription remains current, unless the parties have previously agreed to terminate it.

- 2.3 Given the secondary nature of the Licensed Materials, access is provided for the Subscription Period only, and the Publisher shall not provide any continuing access for Authorized Users on termination of the Licence. During the Subscription Period, access is provided to all content delivered under the title of the Licensed Materials, including any archival data or additional material which is presented to the Authorized Users under the terms of this Licence.

### **3. USAGE RIGHTS**

- 3.1 The Licensee, subject to clause 6 below, may:
- 3.1.1 Access the Licensed Materials via the Publisher's Server;
  - 3.1.2 Allow Authorized Users to have access to the Licensed Materials from the server via secured network;
  - 3.1.3 Provide Authorized Users with integrated access and an integrated author, article title, abstracts and keyword index to the Licensed Materials and all other similar material licensed from other publishers;
  - 3.1.4 Provide single printed or electronic copies of single articles at the request of individual Authorized Users;
  - 3.1.5 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.
- 3.2 Authorized Users may, subject to clause 6 below:
- 3.2.1 Search, view, retrieve and display the Licensed Materials;
  - 3.2.2 Electronically save parts of the Licensed Materials for personal use;
  - 3.2.3 Print off single copies of parts of the Licensed Materials;
  - 3.2.4 Distribute a copy of individual articles or items of the Licensed Materials in print or electronic form to other Authorized Users.
- 3.3 Nothing in this Licence shall in any way exclude, modify or affect any of the Licensee's rights under the Copyright Designs and Patents Act 1988 or any statutory instruments made thereunder or any amending legislation.

### **4. SUPPLY OF COPIES TO OTHER LIBRARIES**

- 4.1 The Licensee may, subject to clause 6 below, supply to an Authorized User of another library, within the same country as the Licensee, single copies of an individual document being part of the Licensed Materials by post, fax or electronic transmission via the Internet or otherwise, for the purposes of research or private study and not for Commercial Use.

### **5. COURSE PACKS AND ELECTRONIC RESERVE**

- 5.1 The Licensee may, subject to clause 6 below, incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections for the use of Authorized Users in the course of instruction at the Licensee's institution, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the

source, listing title and author of the extract, title and author of the work, and the Publisher's copyright notice. Copies of such items shall be deleted by the Licensee when they are no longer used for such purpose. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensee, are visually impaired.

## **6. PROHIBITED USES**

- 6.1 Neither the Licensee nor the Authorized User may:
  - 6.1.1 Remove or alter the author's names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
  - 6.1.2 Systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose;
  - 6.1.3 Mount or distribute any part of the Licensed Materials on any electronic network, including without limitation the Internet, Intranets and the World Wide Web, other than the secure network;
- 6.2 The Publisher's explicit written permission must be obtained in order to:
  - 6.2.1 Use all or any part of the Licensed Materials for any Commercial Use;
  - 6.2.2 Systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users;
  - 6.2.3 Publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this Licence;
  - 6.2.4 Alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen, or as otherwise permitted in this Licence, to Authorized Users.

## **7. PUBLISHER'S UNDERTAKINGS**

- 7.1 The Publisher warrants to the Licensee that the Licensed Materials do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this Licence for any reason. This indemnity shall not apply if the Licensee has amended the Licensed Materials in any way not permitted by this Licence.
- 7.2 The Publisher shall:
  - 7.2.1 Make the Licensed Materials available to the Licensee from the Server in the media format and time schedule specified in Schedule 1. The Publisher will notify the Licensee thirty (30) days in advance of any major anticipated specification change applicable to the Licensed Materials.
  - 7.2.2 Upon receipt of the signed Licence, provide the Licensee promptly with information sufficient to enable the Licensee to access the Licensed Material.

- 7.2.3 Use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Licence.
- 7.2.4 Use reasonable endeavours to make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.
- 7.3 The Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.
- 7.4 Collection and analysis of data on the usage of the Licensed Materials will assist both the Publisher and the Licensee to understand the impact of this Licence. The Publisher shall facilitate the collection and provision to the Licensee of such usage data on the number of user sessions for database products on a monthly basis for the Publisher's and the Licensee's private internal use only. Such usage data shall be compiled in a manner consistent with applicable privacy and data protection laws, and in accordance with accepted industry standards, and the anonymity of individual users and the confidentiality of their searches shall be fully protected. Instructions on how access to such usage data can be enabled can be found on the Publisher's website at <http://www.cabi.org/Statistics/stIndex.asp>
- 7.5 In the case that the Publisher assigns its rights to another party under clause 11.3, the Licensee may at its discretion require the assignee either to keep such usage information confidential or to destroy it.
- 7.6 EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENCE, THE PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OF THE INFORMATION CONTAINED IN THE LICENSED MATERIALS, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE. THE LICENSED MATERIALS ARE SUPPLIED 'AS IS'.
- 7.7 UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE LICENSEE OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO AUTHORIZED USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE LICENSED MATERIALS. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, THE PUBLISHER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS LICENCE SHALL IN NO CIRCUMSTANCES EXCEED THE FEE PAID BY LICENSEE TO THE PUBLISHER UNDER THIS LICENCE IN RESPECT OF THE SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

## **8. LICENSEE'S UNDERTAKINGS**

- 8.1 The Licensee shall:
- 8.1.1 Use reasonable endeavours to ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions which the Licensee imposes for failing to do so, as specified in Schedule 3;
  - 8.1.2 Use reasonable endeavours to notify Authorised Users of the terms and conditions of this Licence and take steps to protect the Licensed Materials from unauthorised use or other breach of this Licence;
  - 8.1.3 Use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
  - 8.1.4 Where appropriate, issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
  - 8.1.5 Provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Materials in accordance with its obligation under clause 7.2.2. Should the Licensee make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect;
  - 8.1.6 Use all reasonable endeavours to ensure that only Authorized Users are permitted access to the Licensed Materials.
- 8.2 **SUBJECT TO LAW, THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD THE PUBLISHER HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, COSTS, LIABILITY AND EXPENSES, INCLUDING REASONABLE LEGAL AND PROFESSIONAL FEES, ARISING OUT OF ANY CLAIM OR LEGAL ACTION TAKEN AGAINST THE PUBLISHER RELATED TO OR IN ANY WAY CONNECTED WITH ANY USE OF THE LICENSED MATERIALS BY THE LICENSEE OR AUTHORIZED USERS OR ANY FAILURE BY THE LICENSEE TO PERFORM ITS OBLIGATIONS IN RELATION TO THIS LICENCE, PROVIDED THAT NOTHING IN THIS LICENCE SHALL MAKE THE LICENSEE LIABLE FOR BREACH OF THE TERMS OF THE LICENCE BY ANY AUTHORIZED USER PROVIDED THAT THE LICENSEE DID NOT CAUSE, KNOWINGLY ASSIST OR CONDONE THE CONTINUATION OF SUCH BREACH TO CONTINUE AFTER BECOMING AWARE OF AN ACTUAL BREACH HAVING OCCURRED.**
- 8.3 The Licensee shall, in consideration for the rights granted under this Licence, pay the Fee within thirty (30) days of receipt of invoice and, if applicable, within thirty (30) days of receipt of invoice relating to each subsequent Subscription Period.

## **9. UNDERTAKINGS BY BOTH PARTIES**

- 9.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

## **10. TERM AND TERMINATION**

- 10.1 This Licence shall be terminated:
  - 10.1.1 If the Licensee defaults in making payment of the Fee as provided in this Licence and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;
  - 10.1.2 If either party commits a material or persistent breach of any term of this Licence and fails to remedy the breach, if capable, within thirty (30) days of notification in writing by the other party;
  - 10.1.3 If either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration;
- 10.2 On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted;
- 10.3 On termination of this Licence for cause, as specified in clauses 10.1, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorized Users.
- 10.4 On termination of this Licence by the Licensee for cause, as specified in clause 10.1.2 above, the Publisher shall forthwith repay the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

## **11. GENERAL**

- 11.1 This Licence constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Licence, whether oral or written.
- 11.2 Alterations to this Licence and to the Schedules to this Licence are only valid if they are recorded in writing and signed by both parties.
- 11.3 This Licence may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, except as provided in this Licence in respect of the Agent and the management and operations they serve, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 11.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its best endeavours to ensure that the terms and conditions of this Licence are maintained.
- 11.5 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting.
- 11.6 Neither party's delay or failure to perform any provision of this Licence, as result of circumstances beyond its control including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage

to or destruction of any network facilities shall be deemed to be, or to give rise to, a breach of this Licence.

- 11.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
- 11.8 Either party's waiver, or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.
- 11.9 This Licence shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the courts of England.

**For and on behalf of Licensee**

Signed: .....

Name: .....

Position: .....

Date: .....

**For and on behalf of Publisher**

Signed: .....

Name: .....

Position: .....

Date: .....



**SCHEDULE 1**

**LICENSED MATERIALS AND SUBSCRIPTION PERIOD**

A schedule dated ..... to the Licence dated ..... between CAB International and .....

**THE LICENSED MATERIALS**

Title	Initial Subscription Period	Fee

**For and on behalf of Licensee**

Signed: .....

Name: .....

Position: .....

Date: .....

**For and on behalf of Publisher**

Signed: .....

Name: .....

Position: .....

Date: .....

**SCHEDULE 2**

**ACCESS METHOD TO SUBSCRIBED MATERIALS**

A schedule dated ..... to the Licence dated ..... between CAB International and .....

**ACCESS METHOD**

- Online access, with authentication via User ID/password
- Online access, with authentication via IP address
- Online access, via Proxy server or Firewall
- Athens authentication

**AUTHENTICATION DETAILS**

List of addresses of the Licensee's Library Premises, Domain Name(s) and IP addresses and/or ranges (please annotate proxy server or Firewall IP addresses and provide name of system used):

- [Class B Network, e.g. 125.64.\*.\*
- Class C network, e.g. i.e.: 125.64.133.\*
- Single station, e.g. 125.64.133.20; or ranges, e.g. 125.64.133.20-125.64.133.40]

Library name & address domain name(s)

Network/technical contact:

Telephone:

Fax:

E-mail address:

(If applicable) Athens Institutional Identifier:

**For and on behalf of Licensee**

**For and on behalf of Publisher**

Signed: .....

Signed: .....

Name: .....

Name: .....

Position: .....

Position: .....

Date: .....

Date: .....

**SCHEDULE 3**

**LICENSEE'S COPYRIGHT ENFORCEMENT POLICY**

A schedule dated ..... to the Licence dated ..... between CAB International and .....

*List any documents evidencing the policy, with attached copies*

**For and on behalf of Licensee**

Signed: .....

Name: .....

Position: .....

Date: .....

**For and on behalf of Publisher**

Signed: .....

Name: .....

Position: .....

Date: .....