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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:

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IT IS AGREED AS FOLLOWS:

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 - 3.2.4 Distribute a copy of individual articles from the Licensed Materials in print or electronic form to other Authorized Users.
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 - 5.3.1 Make the Licensed Materials available to the Licensee from the Server or in the media, format and time schedule specified in Schedule 2. The Publisher will notify the Licensee thirty (30) days in advance of any major anticipated specification change applicable to the Licensed Materials.
 - 5.3.2 Upon receipt of the signed Licence, provide the Licensee promptly with information sufficient to enable the Licensee to access the Licensed Material.
 - 5.3.3 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.
 - 5.3.4 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.
- 5.4 The Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an item which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.
- 5.5 **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. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.**

6. LICENSEE'S UNDERTAKINGS

6.1 The Licensee shall:

- 6.1.1 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;**
- 6.1.2 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;**
- 6.1.3 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;**
- 6.1.4 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;**
- 6.1.5 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 5.3.2. 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;**
- 6.1.6 Use all reasonable endeavours to ensure that only Authorized Users are permitted access to the Licensed Materials.**

6.2 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.

6.3 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.

7. UNDERTAKINGS BY BOTH PARTIES

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

8. TERM AND TERMINATION

8.1 This Licence shall be terminated:

8.1.1 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;

8.1.2 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;

8.1.3 If either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration;

8.2 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;

8.3 On termination of this Licence for cause, as specified in clauses 8.1, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorized Users.

9. GENERAL

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.

9.8 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.

For and on behalf of the Licensee

For and on behalf of the Publisher

Signed:

Signed:

Name:

Name:

Position:

Position:

Date:

Date:

SCHEDULE 1

FEE PAYABLE BY LICENSEE

The Fee payable by the Licensee for perpetual access to the CAB eBooks Archive Database shall be as follows:

Data Fee:

Annual Maintenance/Technology Fee (where applicable):

For and on behalf of the Licensee

Signed:

Name:

Position:

Date:

For and on behalf of the Publisher

Signed:

Name:

Position:

Date:

SCHEDULE 2

ACCESS METHOD TO CAB eBOOKS ARCHIVE DATABASE

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
- Access via locally loaded data

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:

Delivery details for supply of physical data:

For and on behalf of the Licensee

For and on behalf of the Publisher

Signed:

Signed:

Name:

Name:

Position:

Position:

Date:

Date: