

#### Academic Consortium Licence:

THIS	LICENCE IS	AGREED the	day of	200
BETV	WEEN			
		vith offices at Noswor th referred to as the "tl	• •	Oxon OX10 8DE, United
And (	please complete	the following):		
	Consortium Nai Address:			
	Post/Zip Code: Country:			
Herew	ith referred to as	"the Licensee".		
WHE	REAS the Publ	isher holds the rights {	granted under this Licen	ce;
rights	and the Publish			e Consortium to use the ce to use the rights for the
IT IS	AGREED AS	FOLLOWS:		
1.	KEY DEFIN	ITIONS		
1.1	In this Licence	e, the following terms	shall have the following	; meanings:
Agent A third party appointed from time to time by the Licensee to act on the Licensee'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.				

Current members of the faculty and other staff of Members (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at a Member's institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorised Users work or study (including but not limited to Authorised Users' offices and homes, halls of

**Authorised Users** 

residence and student dormitories) and who have been issued by a Member with a password or other authentication, together with other persons who are permitted to use a Member's library or information service and permitted to access the Secure Network but only from computer terminals within the Member's Library Premises.

Commercial Use

Use for the purposes of monetary reward (whether by or for the Consortium or a Member or an Authorised 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 the staff of a Member or 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 Consortium or by a Member for use by students in connection with specific courses of instruction offered by a Member to its students.

Fee

The Fee set out in Schedule 2 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 Members [or by the Consortium], as specified in Schedule 3.

**Licensed Materials** the electronic material as set out in Schedule 2 or in new Schedules to this Licence that may be agreed by the parties from time to time.

Member

A university, other educational institution or research organisation that is in membership of the Consortium and listed in Schedule 1, and which has agreed by virtue of its membership to be bound by the terms and conditions of this Licence as a party to it jointly with the Consortium.

Secure Network

A network, whether a standalone network or a virtual network within the Internet, which is only accessible to Authorised Users approved by a Member 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 Member.

Server

The server, either the Publisher'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 as listed in Schedule 2, regardless of the actual date of publication.

#### **Text and data Mining**

Means to perform extensive automated searches of Publisher's Content, the sorting, parsing, addition or removal of linguistic structures, and the selection and inclusion of content into an index or database for purposes of classification or recognition of relations and associations.

### Text and data Mining Output

Means the result of any Text and Data Mining activity or operation, capable of fixation, reproduction communication in any form, such as the creation of an index, reference, abstract, relative or absolute description or representation of the Licensed Materials, an algorithm, formula, metrics, method, standard or taxonomy describing or based on the Licensed Materials, a relational expression or measurement, whether scalable or not, of the Licensed Materials, extraction, alternative representation or translation, expression or discussion of any extracts from mined Licensed Materials, whether in the form of a direct extraction or a representation in any form which is based on the Licensed Materials.

#### 2. AGREEMENT

- 2.1 The Publisher agrees to grant to the Consortium the non-exclusive and non-transferable right to give Members and Authorised 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 Consortium 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; and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew 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 Authorised 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 Authorised Users under the terms of this Licence.

#### 3. USAGE RIGHTS

- 3.1 The Consortium, subject to clause 7 below, may:
- 3.1.1 Access the Licensed Materials via the Publisher's Server [Load the Licensed Materials on the Licensee's server on a Secure Network];

- 3.1.2 Make such back-up copies of the Licensed Materials as are reasonably necessary.
- 3.1.3 Make such local electronic copies by means of cacheing {or mirrored storage} of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Members and by Authorised Users and not to make available to Authorised Users duplicate copies of the Licensed Material.
- 3.1.4 Allow Authorised Users to have access to the Licensed Materials from the Server via the Secure Network;
- 3.1.5 Provide Authorised 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;
- 3.1.6 Provide single printed or electronic copies of single articles at the request of individual Authorised Users;
- 3.1.7 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorised Users or groups of Authorised Users.
- 3.2 Authorised Users may, subject to clause 7 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 a copy 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 Authorised 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. TEXT AND DATA MINING

- 4.1 The Licensee may access and use all of the Licensed Materials for Text and Data Mining for the purpose of non-commercial research in accordance with the provisions and during the term of this Licence for as long as the Licensee maintains a subscription to the Licensed Materials. For Text and Data Mining (TDM), the Licensee and its Authorised Users may carry out the following activities:
- 4.1.2 Download, extract and index the Licensed Materials for TDM. Where required, mount, load and interrogate the results on a server used for the Licensee's text-mining system and evaluate and interpret the TDM Output for access and use by Authorised Users
- 4.1.3 Store electronic copies of the Licensed Materials on their computer or server
- 4.1.4 Mount, load, integrate and analyse the Outputs of TDM on their computer or server

- 4.1.5 Use TDM Outputs as part of non-commercial research
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- 4.3.2 The Licensee complies with the Publisher's policies, including Content security and technical access requirements;
- 4.3.3 Where the Licensee is in breach of any conditions of this licence, the Publisher has the right to deny access to any of the Licensed Materials
- 4.3.4 Any of the above conditions can be waived with the permission of the Publisher
- 4.3.5 The rights and limitations set out in the full Licence still apply without exception.

#### 5. SUPPLY OF COPIES TO OTHER LIBRARIES

5.1 Members may, subject to clause 7 below, supply to an Authorised User of another library, within the same country as the Consortium, 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.

#### 6. COURSE PACKS AND ELECTRONIC RESERVE

6.1 Members may, subject to clause 7 below, incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections for the use of Authorised Users in the course of instruction at a Member'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 Member 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 Authorised Users who, in the reasonable opinion of the Member, are visually impaired.

#### 7. PROHIBITED USES

- 7.1 Neither the Consortium nor any Member nor Authorised Users may:
- 7.1.1 Remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
- 7.1.2 Systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies permitted under clause 3.1.2;
- 7.1.3 Mount or distribute any part of the Licensed Materials on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;
- 7.2 The Publisher's explicit written permission must be obtained in order to:
- 7.2.1 Use all or any part of the Licensed Materials for any Commercial Use;
- 7.2.2 Systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorised Users;
- 7.2.3 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;
- 7.2.4 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 Authorised Users.

#### 8. PUBLISHER'S UNDERTAKINGS

8.1 The Publisher warrants to the Consortium 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 Consortium and its Members harmless

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amended the Licensed Materials in any way not permitted by this Licence.

- 8.2 The Publisher shall:
- 8.2.1 Make the Licensed Materials available to the Consortium from the Server in the media, format and time schedule specified in Schedule 1. The Publisher will notify the Consortium thirty (30) days in advance of any anticipated specification change applicable to the Licensed Materials;
- 8.2.2 Provide the Consortium, within 30 days of the date of this Licence, with information sufficient to enable the Consortium to access the Licensed Material;
- 8.2.3 Use all reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support the usage of the Consortium 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;
- 8.2.4 Use all reasonable endeavours to make the Licensed Materials available to the Consortium and to Authorised 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.
  - 8.3 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.
- 8.4 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 <a href="http://www.cabi.org/Statistics/stindex.asp">http://www.cabi.org/Statistics/stindex.asp</a>. In the case that the Publisher assigns its rights to another party under clause 12.3, the Licensee may at its discretion require the assignee either to keep such usage information confidential or to destroy it.
- 8.5 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'.

8.6 UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE CONSORTIUM OR ANY OF ITS MEMBERS OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO AUTHORISED 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 CONSORTIUM 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.

#### 9. CONSORTIUM'S UNDERTAKINGS

- 9.1 The Consortium and each Member shall:
- 9.1.1 Use all reasonable endeavours to ensure that all Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions which each Member imposes for failing to do so as specified in Schedule 4;
- 9.1.2 Use all 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;
- 9.1.3 Use all reasonable endeavours to monitor compliance and immediately upon becoming aware of any unAuthorised 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;
- 9.1.4 Where appropriate, issue passwords or other access information only to Authorised Users and use all reasonable endeavours to ensure that Authorised Users do not divulge their passwords or other access information to any third party;
- 9.1.5 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 Material in accordance with its obligation under clause 8.2.2. Should the Consortium make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect;
- 9.1.6 keep full and up-to-date records of all Authorised Users and their access details or IP addresses where access is controlled by IP address, and provide the Publisher with details of such additions, deletions or other alterations to such records as are necessary to enable the Publisher to provide Authorised Users with access to the Licensed Materials as contemplated by this Licence;
- 9.1.7 Use all reasonable endeavours to ensure that only Authorised Users are permitted access to the Licensed Materials.

- 9.2 SUBJECT TO APPLICABLE LAW, THE CONSORTIUM 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 CONSORTIUM, MEMBERS OR AUTHORISED USERS OR ANY FAILURE BY THE CONSORTIUM TO PERFORM ITS OBLIGATIONS IN RELATION TO THIS LICENCE, PROVIDED THAT NOTHING IN THIS LICENCE SHALL MAKE THE CONSORTIUM OR ANY MEMBER LIABLE FOR BREACH OF THE TERMS OF THE LICENCE BY ANY AUTHORISED USER PROVIDED THAT THE CONSORTIUM AND THE MEMBER DID NOT CAUSE, KNOWINGLY ASSIST OR CONDONE THE CONTINUATION OF SUCH BREACH TO CONTINUE AFTER BECOMING AWARE OF AN ACTUAL BREACH HAVING OCCURRED.
- 9.3 The Consortium 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.

#### 10. UNDERTAKINGS BY BOTH PARTIES

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

#### 11. TERM AND TERMINATION

- 11.1 In addition to automatic termination (unless renewed) under clause 2.2, this Licence shall be terminated:
- 11.1.1 If the Consortium 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;
- 11.1.2 If either party commits a material or persistent breach of any term of this Licence and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the other party;
- 11.1.3 If either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 11.2 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.
- 11.3 On termination of this Licence for cause, as specified in clauses 11.1, the Consortium shall immediately cease to distribute or make available the Licensed Materials to Authorised Users and shall return to the Publisher or destroy all Licensed Materials locally mounted pursuant to clause 3.1.1 and 3.1.2.

11.4 On termination of this Licence by the Consortium for cause, as specified in clause 11.1.2 above, the Publisher shall forthwith repay the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

#### 12. GENERAL

- 12.1 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.
- 12.2 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.
- 12.3 This Licence may not be assigned by either party to any other person or organisation, 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 operation of the Server] [and the Publisher's Representative], without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
- 12.8 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.
- 12.9 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.

# AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: [FULL NAME]		
Name (in block capitals):	Date:	
Position / Title:		
FOR THE CONSORTIUM: [FULL NAME]		
Name (in block capitals):	Date:	
Position / Title:		
FOR MEMBER: [FULL NAME]		
Name (in block capitals):	Date:	
Position / Title:		
FOR MEMBER: [FULL NAME]		
Name (in block capitals):	Date:	
Position / Title:		
FOR MEMBER: [FULL NAME]		
Name (in block capitals):	Date:	
Position / Title:		
FOR MEMBER: [FULL NAME]		
Name (in block capitals):	Date:	
Position / Title:		

## SCHEDULE 1

### MEMBERS OF THE CONSORTIUM

schedule dated [date] to the Licence date	[date] between [Pi	Publisher] and [Consortium]
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Institution	Address	Domain name/ IP Address	Contact name/ tel/ fax/ e-mail
List of Members and their add	dresses and Internet de	etails, and a contact na	me at each
AS WITNESS the hands of t	the parties the day and	year below first writter	1
FOR THE PUBLISHER: [I	FULL NAME]		
Name (in block capitals:		Date:	
Position / Title:			
FOR THE [MEMBER] [CO	ONSORTIUM]: [FUL	L NAME]	
Name (in block capitals:		Date:	
Position / Title:			

### SCHEDULE 2

## LICENSED MATERIALS, [SUBSCRIPTION PERIOD] AND ACCESS METHOD

A schedule dated [date] to the Licence dated [date] between [Publisher] and [Consortium]

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THE LICENSED MATERIALS				
Title	[Subscription Period]	Format	Delivery Schedule	Fee
List of Licensed Material, for each item delivery schedules (if applicable) and Fe	· <del>-</del>	-	· <del>-</del>	
ACCESS METHOD				
Online access, with authentication via U Online access, with authentication via IF Online access, via Proxy server or Firew Athens authentication	address		0 0 0	
AS WITNESS the hands of the parties the	he day and year belo	w first writt	en	
FOR THE PUBLISHER: [FULL NAM	ME]			
Name (in block capitals:		Date:		
Position / Title:				
FOR THE CONSORTIUM: [FULL N	[AME]			
Name (in block capitals:		Date:		
Position / Title:				

#### SCHEDULE 3

### LIBRARY PREMISES OF EACH OF THE MEMBERS

A schedule dated [date] to the Licence dated [date] between [Publisher] and [Consortium]

List of addresses of all Members' Library Premises, Domain Name(s), IP addresses and/or ranges and, if applicable, Athens Institutional Identifier:

Class B Network: first two network numbers plus asterisks for host addresses, i.e.: 125.64.\*.\* Class C network: first three network numbers plus an asterisk for host address, i.e.: 125.64.133.\* Single station: all four numbers, i.e. 125.64.133.20; or ranges, i.e. 125.64.133.20-125.64.133.40

ongre station, an roar numbers	, n.e. 123.0 1.133.20, or ranges	, 1.6. 123.0 1133.20 123.0	
Library name & address	Domain name(s)	IP addresses/ranges	Athens ID
Network contact: Name:			
	Fax:	E-mail address:	
AS WITNESS the hands of the	he parties the day and year b	elow first written	
FOR THE PUBLISHER: [F	FULL NAME]		
Name (in block capitals:		Date:	
Position / Title:			
FOR THE [MEMBER] [CC	ONSORTIUM]: [FULL NA	AME]	
Name (in block capitals:		Date:	<u> </u>
Position / Title:			

# [Optional schedule]

## SCHEDULE 4

# CONSORTIUM COPYRIGHT ENFORCEMENT POLICY

A schedule dated [date] to the Licence dated [date] between	n [Publisher] and [Consortium]
List any documents evidencing the policy of each of the Me	mbers, with attached copies
AS WITNESS the hands of the parties the day and year bel	ow first written
FOR THE PUBLISHER: [FULL NAME]	ow first written
Name (in block capitals:	Date:
Position / Title:	
FOR THE CONSORTIUM: [FULL NAME]	
Name (in block capitals:	Date:

Position / Title: