



Corporate (single or multiple site) 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 "the Publisher"

And (please complete the following):

Company Name:

Address:

.....

.....

Post/Zip Code:

Country:

Herewith referred to as "the Licensee".

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AND 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: -

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- 6.1.4 where appropriate, issue passwords or other access information only to Authorised Users and ensure that Authorised 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 Material in accordance with its obligation under clause 5.2.2. 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.
- 6.1.6 keep full and up-to-date records of all Authorised Users and their access details and provide the Publisher with details of such additions, deletions or other alterations as

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- 6.4 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 and receipt of such payment shall be a condition of this Licence coming into effect. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Licensee shall be liable for any such taxes in addition to the Fee.

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- 7.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.
- 7.2 Neither party shall disclose the terms and conditions or the subject matter of this Licence or any other information about the other party's business to any third party without the prior written consent of the other. This provision shall survive the termination of this Licence, and any information obtained or received which comes within these restrictions shall remain confidential, PROVIDED always that this obligation shall not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto.

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- 8.1 This Licence shall be terminated:
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 - 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 of remedy) 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 as specifically provided in this Licence, and except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in clause 2.3.
- 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 Authorised Users.
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- 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 management and operation of the Server, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
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- 9.5 If either party shall come under the control of any third party other than that by which it is controlled at the date of this Licence, the other shall have the right immediately to terminate or renegotiate the terms of this Licence. Control shall mean either the ownership of more than fifty per cent (50%) of the ordinary share capital carrying the right to vote at general meetings or the power to nominate a majority of the board of directors.
- 9.6 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.
- 9.7 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.

- 9.8 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
- 9.9 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.
- 9.10 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:

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Name:

Position:

Date:

For and on behalf of Publisher

Signed:

Name:

Position:

Date:

SCHEDULE 3

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

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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):

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- 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:

For and on behalf of Licensee

For and on behalf of Publisher

Signed:

Signed:

Name:

Name:

Position:

Position:

Date:

Date: