

Terms and Conditions of Access

Taylor & Francis Group Journals January 2009

THIS LICENCE IS AGREED on the _____ day of _____ 200__.

BETWEEN

1. Informa UK Limited (registered in England; no 1072954) (trading as Taylor & Francis) whose principal place of business is at 4 Park Square, Milton Park, Abingdon, Oxfordshire, OX14 4RN, UK (“The Publisher”) and
2. _____ (“the Licensee”).

1. KEY DEFINITIONS

1.1 In this License, 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 License, as agreed between the Licensee and the Agent.

Authorised 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 Authorised Users work or study (including but not limited to Authorised 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 Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensee from Authorised Users, nor use by the Licensee or by an Authorised User of the Licensed Materials in the course of research funded by a commercial organisation, is deemed to be Commercial Use.

| | |
|-----------------------------------|---|
| 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) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction. |
| Fee | The Fees, which may be agreed by the parties from time to time. |
| Library Premises | <p>The physical premises of the library or libraries operated by the Licensee at a single site. A single site is a single contiguous geographic region from within which the library's/Licencee's "Authorised Users" and public visitors can access the Licensed Materials over a secure network. A typical single site would have a single billing address for all subscription purchases and all physical locations accessing the licensed materials would be located on the same physical campus.</p> <p>If the library/Licensee maintains or provides service to users that are outside one single geographical contiguous location, or multiple departments that operate independently of the parent institution, then the library/Licensee may need to obtain a multi-site or consortium license.</p> |
| Publisher's Representative | A third party appointed from time to time by the Publisher to act on the Publisher's behalf, who may execute this License on behalf of the Publisher and undertake any or all of the Publisher's obligations under this License, as agreed between the Publisher and the Publisher's Representative. |
| Licensed Materials | The electronic material provided by the Publisher or Publisher's Representative. |
| Secure Network | A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised 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 License. |

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 regardless of the actual date of publication.

Core Subscription A subscription to a journal title, in print or online format, where the Full subscription rate was paid.

2. AGREEMENT

2.1 The Publisher agrees to grant to the Licensee the non-exclusive and non-transferable right, throughout the world, to give 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 License, and the Licensee agrees to pay the Fee.

2.2 This License shall commence at the beginning of the Subscription Period and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.

2.3 On termination of this License, the Publisher shall provide continuing access for Authorised Users to that part of the Licensed Materials which was published and paid for within the Subscription Period and where a Core Subscription was held, in print or online format, except where such termination is due to a breach of the License by the Licensee which the Licensee has failed to remedy as provided in 10.1.2 and 10.1.3 of this License. (Please note this clause may not apply to individual members of certain Learned Societies for whom the Publisher produces and distributes journals.)

3. USAGE RIGHTS

3.1 The Licensee, subject to clause 6 below, may:

3.1.1 make such back-up copies of the Licensed Materials as are reasonably necessary:

3.1.2 make such temporary local electronic copies of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorised Users and not to make available to Authorised Users duplicate copies of the Licensed Material;

- 3.1.3 allow Authorised Users to have access to the Licensed Materials from the Server via the Secure Network;
 - 3.1.4 display, download or print the Licensed Materials for the purpose of internal marketing or testing of for training Authorised users or groups of Authorised Users.
- 3.2 Authorised Users may, in accordance with the copyright laws of the UK and subject to clause 6 below:
- 3.2.1. search, view, retrieve and display the Licensed Materials;
 - 3.2.2. electronically save individual articles or items of the Licensed Materials for personal use;
 - 3.2.3. print off a copy of parts of the Licensed Materials.
- 3.3. Nothing in this License 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 Authorised User of another library by post or fax, or by secure transmission using Ariel software, or similar, provided the electronic file is deleted immediately after printing, for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document being part of the Licensed Materials.
- 4.2 Notwithstanding the provisions of Clauses 3.1 and 3.3, it is understood and agreed that neither the Licensee nor Authorised Users may provide, by electronic means, (excluding fax or secure transmission as specified in Clause 4.1), to a user at another library a copy of any part of the Licensed Materials for research or private study or otherwise.

5. COURSE PACKS AND ELECTRONIC RESERVE

- 5.1 For the avoidance of doubt, the Licensee may not incorporate all or any part of the Licensed Materials in Course Packs and Electronic Reserve collections without the prior written permission of the Publisher or the Publisher's Representative, which may set out further terms and conditions for such usage.
- 5.2 A link to the Licensed Material may be incorporated in Electronic Reserve collections.

6. PROHIBITED USES

- 6.1 Neither the Licensee nor Authorised users may:

- 6.1.1 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:
 - 6.1.2 systematically make print or electronic copies of multiple extracts of the Licensed Materials, including complete issues, for any purpose (other than back-up copies permitted under clause 3.1.2):
 - 6.1.3 mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet 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 o 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 Authorised 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 to Authorised users. For the avoidance of doubt, no alteration of the words or their order is permitted.

7. PUBLISHER'S UNDERTAKINGS

- 7.1 The publisher warrants to the Licensee that the Licensed Materials used as contemplated by this License 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 fess) 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 License for any reason. This indemnity shall not apply if the Licensee has amended the Licensed Materials in any way not permitted by this License.
- 7.2 The Publisher Shall:
- 7.2.1 make the Licensed Materials available to the Licensee from the Server. The Publisher will notify the Licensee as least sixty (60) days in advanced of any anticipate specification change applicable to the Licensed Materials. If the changes render the Licensed Materials less useful in a material respect to the Licensee, the Licensee may within thirty days of such notice treat such changes as a breach of this License under clause 10.1.2 and 10.4;

- 7.2.2 use reasonable endeavours to make the Licensed Materials available to the Licensee and the Authorised Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Licensee in advance wherever possible), 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. The Publisher shall give written notice to the Licensee of such withdrawal. If the withdrawal results in the Licensed Materials being no longer useful to the Licensee, the Licensee may, within thirty days of such notice, treat such changes as a breach of this License under clause 10.1.1 and 10.4.
- 7.4 The Publisher undertakes to use reasonable endeavours to provide or to make arrangements for a third party to provide an archive of the Licensed Materials for the purposes of long term preservation of the Licensed Materials, and to permit Authorised Users to access such archive after termination of this License.
- 7.5 Except as expressly provided in this License, 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'.
- 7.6 Except as provided in clause 7.1, under no circumstances shall the Publisher (or the Publisher's Representative) be liable to the Licensee 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 License shall in no circumstances exceed the Fee paid by Licensee to the Publisher under this License in respect of the Subscription Period during which such claim, loss of damage occurred. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. Regardless of the cause or form of action, the Licensee may bring no action arising from this License more than six (6) months after the cause of action arises.
- 7.7 The Publisher shall provide a website at <http://www.informaworld.com/controlpanel~mode=reports> for Licensee to run usage reports on a periodic basis.

8. LICENSEE'S UNDERTAKINGS

- 8.1 The Licensee shall:

- 8.1.1 appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials;
 - 8.1.2 use reasonable endeavours to notify Authorised Users of the terms and conditions of this License and take steps to protect the Licensed Materials from unauthorised use or other breach of this License;
 - 8.1.3 use 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;
 - 8.1.4 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;
 - 8.1.5 provide the Publisher, within 30 days of the date of this Agreement, with the information sufficient to enable the Publisher to provide access to the Licensed Material 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 10 (10) days before the change takes effect;
 - 8.1.6 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 to such records as are necessary to enable the Publisher to provide Authorised Users with access to the Licensed materials as contemplated by this License;
 - 8.1.7 use reasonable endeavours to ensure that only Authorised Users are permitted access to the Licensed Materials.
 - 8.1.8 provide complete information on its Print Holdings and demographic information required by the Licensor for pricing purposes (only if applicable) at the time of signing this Agreement, and promptly provide any updates to such information.
- 8.2 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.

9. UNDERTAKINGS BY BOTH PARTIES

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

- 9.1.2 Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by the Licensee and its Authorised Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third parties.

10. TERM AND TERMINATION

- 10.1 In addition to automatic termination (unless renewed) under clause 2.2, this License shall be terminated:
- 10.1.1 if the Publisher commits a material or persistent breach of any term of this License and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Licensee;
- 10.1.2 if the Licensee commits a wilful material and persistent breach of the Publisher's copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights or of clause 6 in respect of prohibited uses;
- 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 as provided in clause 2.3.
- 10.3 On termination of this License for cause, as specified in clauses 10.1.2 and 10.1.3, the Licensee 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 except as provided in clause 2.3.
- 10.4 On termination of this License by the Licensee for cause, as specified in clause 10.1.1 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

11. GENERAL

- 11.1 This License constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this License, whether oral or written.
- 11.2 Alterations to this License are only valid if they are notified to Licensee in advance of any change being implemented.
- 11.3 This License 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 License in respect of the Agent and the management and operation of the Server, without the prior written consent of the other party, whose 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 License 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 License 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 part's delay or failure to perform any provision of this License, 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 License.
- 11.7 The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.
- 11.8 Either party's waiver, or failure to require performance by the other, of any provision of this License 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 License shall be governed by and construed in accordance with UK law; the parties irrevocably agree that any dispute arising out of, or in connection with, this License will be subject to, and within, the jurisdiction of the courts of the UK.

END OF LICENSE

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

TAYLOR & FRANCIS GROUP:

BY: _____ DATE: _____

Authorised Signatory
Informa UK Limited
(trading as Taylor & Francis)

Print Name: Ashleigh Bell
Title: Journals Sales Director
Address: Taylor & Francis, 4 Park Square, Milton Park, Abingdon, OX14 4RN, UK
Telephone No.: +44 207 017 6350

Facsimile: +44 207 017 6725
E-mail: Ashleigh.Bell@tandf.co.uk

UNIVERSITY OF:

BY: _____ DATE: _____
Signature of Authorised Signatory of Licensee

Print Name:
Title:
Address:
Telephone No.:
Facsimile:
E-mail: