



SITE LICENSE AGREEMENT IOS PRESS E- JOURNALS

1. KEY DEFINITIONS

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

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
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) 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 as specified in the site license agreement 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 the site license agreement
Licensed Materials	The electronic material as set out in the site license agreement 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 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 Licensee.
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.

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, subject to the terms and conditions of this Licence, and
The Licensee agrees to pay the Fee of € 0,00 for the year 20.....

- 2.2 This Licence shall commence on MM/DD/YYYY and shall remain in effect until MM/DD/YYYY and shall then terminate unless the parties agree in writing to renew or extend the Licence on the same terms or as may be agreed in writing at the time
- 2.3 The Publisher guarantees electronic access to all e-journals currently or previously licensed by the library, in a format mutually agreed upon. If the contract expires, is not renewed or is terminated by the Licensee or Publisher, the Licensee is able, at its option, to acquire electronic copies of all or part of the subscribed content that is still made available through the service for the year(s) for which the Licensee paid for. If the Publisher choice is to offer access on their site to the previously purchased content, it remains the Publisher responsibility to make the content available in the same manner and format that it offers to current subscribers. If the source files are provided to the library, it becomes the library its responsibility to address access and format migration issues.

USAGE RIGHTS

- 3.1 The Licensee, subject to clause 6 below, may:
- 3.1.1 Load the Licensed Materials on the Licensee's server on the 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 of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorised User.
 - 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, abstract and keyword index to the Licensed Material 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, in accordance with the copyright laws of [redacted] 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.
 - 3.2.4 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 statutory rights under the copyright laws of the [redacted]

4. SUPPLY OF COPIES TO OTHER LIBRARIES

- 4.1 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, 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 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 Authorised 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. 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 Authorised Users who, in the reasonable opinion of the Licensee, are visually impaired.

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 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 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 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, except to the extent necessary to make them perceptible on a computer screen 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 Licence 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 at least 60 days in advance of any anticipated 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 Licence under clause 10.1.2 and 10.3.
- 7.2.2 use reasonable endeavours to make available the electronic copy of each journal issue in the Licensed Materials before or directly after the publication date of the printed version. In the event that for technical reasons this is not possible for any particular journal, as a matter of course, such journal shall be identified at the time of licensing, together with such reasons.
- 7.2.3 provide the Licensee, within 30 days of the date of this Licence, with information sufficient to enable the Licensee to access the Licensed Material.
- 7.2.4 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.

- 7.2.5 use reasonable endeavours to make the Licensed Materials available to the Licensee and to 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.
- 7.4 The Publisher uses 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.
- 7.5 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 License. The Publisher shall provide to the Licensee or facilitate the collection and provision to the Licensee and the Publisher by the Licensee of such usage data upon request.
- 7.6 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'.
- 7.7 Except as provided in clause 7.1, under no circumstances shall the Publisher 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 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 Authorised 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;
- 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 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 information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under clause 7.2.3. 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 keep full and up-to-date records of all Authorised Users and their access details and/or IP addresses 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;

8.1.7 use reasonable endeavours to ensure that only Authorised Users are permitted access to the Licensed Materials.

8.2 The Licensee shall, in consideration for the rights granted under this Licence, pay the Fee within 60 days of receipt of invoice and, if applicable, within 60 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 In addition to automatic termination (unless renewed) under clause 2.2, 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 60 days of notification in writing by the Publisher;

10.1.2 if the Publisher commits a material or persistent breach of any term of this Licence and fails to remedy the breach (if capable of remedy) within 60 days of notification in writing by the Licensee;

10.1.3 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;

10.1.4 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

10.2 On termination of this Licence for cause, as specified in clauses 10.1.1 and 10.1.3, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorised Users .

10.3 On termination of this Licence by the Licensee for cause, as specified in clause 10.1.2 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 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 organisation, nor may either party sub-contract any of its obligations, except as provided in this Licence 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 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 contract shall be construed, governed and interpreted pursuant to the laws of All disputes arising under this contract shall be brought before a proper state court in the Netherlands
- 11.10 The Licensor grants to the Licensee the right to fulfil requests from other institutions, a practice commonly called interlibrary loan, provided that the Licensee agrees to fulfil such requests in compliance withcopyright law and to provide these copies in print form, by fax or secure transmission using Ariel or its equivalent for the purpose of research or private study and not for commercial use.
- 11.11 In case of discrepancy in language, the text in paragraph 11 General governs that of other paragraphs.
- 11.12 Nothing herein shall be deemed a waiver of the sovereign immunity of

FOR THE PUBLISHER

Name (in block capitals): Mr. Popke Huizinga Date:

Position / Title: Deputy Director

FOR THE LICENSEE

Name (in block capitals): Date:

Position / Title: