ACM DIGITAL LIBRARY AND COMPUTING REVIEWS LICENCE AGREEMENT

ASSOCIATION FOR COMPUTING MACHINERY, a company having its registered office at 2 Penn Plaza, Suite 701, New York NY 10121-0701, USA ("Publisher").

OFFERS to you, the Institution, permission to access the Licensed Material and use such material only on the terms and conditions as set out in this Licence.

Acceptance of this Licence will be by receipt of the Order Confirmation Email (Publisher) (as hereafter defined) by the Publisher as part of the Jisc Collections Online Ordering Service (as hereafter defined). Acceptance shall be acceptance of all terms and conditions of this Licence and no variation or counter offer will be accepted by the Publisher. In the event that no or partial compliance is made as to the manner or form described for acceptance, no licence will be granted and this offer is deemed withdrawn.

BACKGROUND

1. ACM Digital Library is a full-text and bibliographic database that includes the complete collection of ACM’s publications, including journals, conference proceedings, magazines, newsletters, and multimedia titles, and all ACM affiliated publications including approximately 450,000 full-text articles and 2.6 million bibliographic records. Computing Reviews is an online database of computing reviews, also produced by the Publisher.

2. ACM Digital Library and Computing Reviews and all intellectual property rights therein are owned by or duly licensed to the Publisher.

3. This Licence is based on the PA/Jisc and NESLI model licence for journals.

4. Jisc Collections (as hereafter defined) has developed an online ordering service; the ‘Jisc Collections Online Ordering Service’, whereby nominated persons can place, order, and manage subscriptions online on behalf of their institution, which will be used in connection with this Licence.

5. The terms of this Licence and the offer for ACM Digital Library and Computing Reviews were negotiated and agreed between the Publisher and Jisc Collections.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

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

"Archive Collection" means the backfiles of the material in the Frontlist Collection licensed as part of this Licence but excluded from post termination access as set out in Clause 8.5 hereto.

"Authorised User"
"Commercial Use" means use for the purpose of monetary reward (whether by or for the Institution or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, neither recovery of direct cost by the Institution from Authorised Users, nor use by the Institution or Authorised Users of the Licensed Material in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.

"Educational Purposes" means use for the purpose of education, teaching, distance learning, private study and/or research.

"Frontlist Collection" means the collection of material listed in Schedule 2.

"Jisc Collections" means Jisc Services Ltd (operating as Jisc Collections) (Company Number 2881024), a company limited by guarantee incorporated in England and Wales whose registered office is at One Castlepark, Tower Hill, Bristol BS2 0JA.

"Jisc Collections Online Ordering Service" means the online subscription ordering service developed by Jisc Collections. The Jisc Collections Online Ordering Service can be found at www.jisc-collections.ac.uk.

"Licence Fee" means the fee for the Licence for access and use of the Licensed Material as set out in Schedule 1. The fee will be in line with the Offer.

"Licensed Material" means the ACM Digital Library Frontlist Collection and the Archive Collection, including the Guide to Computing Literature, and also Computing Reviews, if selected by the Institution.

"Offer" means the offer agreed between Jisc Collections and the Publisher for ACM Digital Library and Computing Reviews as set out in Annex 1.
"Order Confirmation Email (Institution)" means the email to the Institution, automatically generated by the Jisc Collections Online Ordering Service after the Institution has completed the Subscription Order and Acceptance Form, confirming that the Institution has placed the order, the start and end date of the Subscription Period and that the Institution has agreed to the terms and conditions of the Licence.

"Order Confirmation Email (Jisc Collections)" means the email to Jisc Collections, automatically generated by the Jisc Collections Online Ordering Service after the Institution has completed the Subscription Order and Acceptance Form, confirming that the Institution has placed the order, the start and end date of the Subscription Period and that the Institution has agreed to the terms and conditions of the Licence.

"Order Confirmation Email (Publisher)" means the email to the Publisher, automatically generated by the Jisc Collections Online Ordering Service after the Institution has completed the Subscription Order and Acceptance Form, confirming that the Institution has placed the order, the start and end date of the Subscription Period and that the Institution has agreed to the terms and conditions of the Licence.

"Secure Authentication" means access to the Licensed Material by UK Access Management Federation compliant technology, Internet Protocol ("IP") ranges or by a username and password provided by the Institution or by another means of authentication agreed between the Publisher and the Institution.

"Secure Network" means a network which is only accessible to Authorised Users by Secure Authentication.

"Subscription Order and Acceptance Form" means the form used by Jisc Collections as part of the Jisc Collections Online Ordering Service. A sample copy of the form is attached to this Licence in Annex 2. Once the completed form has been received by the Jisc Collections Online Ordering Service, the system automatically generates an Order Confirmation Email (Institution) to the Institution, Order Confirmation Email (Jisc Collections) to Jisc Collections and an Order Confirmation Email (Publisher) to the Publisher repeating the information on the form regarding the name of the Institution, the resource, the start and end
date of the Subscription Period and confirming the date on which the Institution accepted the terms and conditions of the Licence.

"Subscription Period" means the period from 1st January 2017 until 31st December 2019.

"Transaction Charge" means the charge payable to Jisc Collections by Institutions opting to pay the Licence Fee through Jisc Collections, to cover the cost of the bank charges for organising the payments to the Publisher as further set out in Schedule 1.

1.2 Headings in this Licence are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. LICENCE GRANT

2.1 The Publisher hereby grants to the Institution, subject to and in accordance with the terms of this Licence, a non-exclusive non-transferable licence to access and use the Licensed Material and to allow Authorised Users to access and use the Licensed Material via Secure Authentication and for Educational Purposes.

2.2 In consideration for the Publisher’s licensing of the Licensed Material pursuant to Clause 2.1, the Institution undertakes to pay to the Publisher (through Jisc Collections where applicable) the Licence Fee in accordance with the provisions of Schedule 1.

3. PERMITTED USES

3.1 This Licence permits the Institution for Educational Purposes only to:

3.1.1 provide Authorised Users with integrated access and an integrated article author, article title and keyword index to the Licensed Material and all other similar material licensed from other publishers;

3.1.2 supply to another library in the United Kingdom (whether by post, fax or secure electronic transmission provided the electronic file is deleted immediately after printing) a single paper copy of an electronic original of an individual document;

3.1.3 provide single printed or electronic copies of single articles at the request of individual Authorised Users;

3.1.4 display, download and print parts of the Licensed Material for the purpose of promoting or testing the Licensed Material or for training Authorised Users;

3.1.5 make and distribute copies of training material as may be required for the purpose of using the Licensed Material in accordance with this Licence;

3.1.6 allow Authorised Users for Educational Purposes only to:

3.1.6.1 access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;

3.1.6.2 electronically save parts of the Licensed Material;
3.1.6.3 print out single copies of parts of the Licensed Material;

3.1.6.4 incorporate hyperlinks to parts of the Licensed Material in printed and electronic course packs to be used in the course of instruction and/or in virtual learning environments hosted on a Secure Network. Authorised Users must specify the title and copyright owner of the Licensed Material used in the course packs. Course packs in other formats, such as Braille, may also be offered to Authorised Users;

3.1.6.5 incorporate parts of the Licensed Material in printed or electronic form in assignments and portfolios, theses and in dissertations ("the Academic Works"), and to make reproductions of the Academic Works for personal use and library deposit. Reproductions of the Academic Works can be provided to sponsors of those Academic Works. Authorised Users must specify the title and copyright owner of the Licensed Material used in the Academic Works;

3.1.6.6 publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event; and

3.1.6.7 save and/or deposit in perpetuity hyperlinks to parts of the Licensed Material in electronic repositories operated by the Institution and/or by an Authorised User on a Secure Network. Access to and use of such repositories shall be limited to Authorised Users;

3.2 This Licence shall be deemed to complement and extend the rights of the Institution and Authorised Users under the Copyright, Designs and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002 and nothing in this Licence shall constitute a waiver of any statutory rights held by the Institution and Authorized Users from time to time under these Acts or any amending legislation.

4. RESTRICTIONS

4.1 Except where this Licence states otherwise, the Institution and Authorised Users may not:

4.1.1 sell or resell the Licensed Material unless the Publisher has given the Institution or an Authorised User permission in writing to do so;

4.1.2 remove, obscure or alter copyright notices, acknowledgements or other means of identification or disclaimers;

4.1.3 alter or adapt the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise allowed under this Licence. For the avoidance of doubt, no alteration of the words or their order is allowed;

4.1.4 display or distribute any part of the Licensed Material on any electronic network, including the internet other than by a Secure Network;

4.1.5 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes; or

4.1.6 provide access and/or allow use of the Licensed Material by anyone other than Authorised Users.
4.1.7 use robots or other intelligent agents to systematically download parts of the Licensed Material.

4.2 This Clause will continue to apply after termination of this Licence for any reason.

5. RESPONSIBILITIES OF THE PUBLISHER

5.1 The Publisher agrees to:

5.1.1 make the Licensed Material available to the Institution and Authorised Users from the start of the Subscription Period;

5.1.2 use all reasonable efforts to make the Licensed Material available to the Institution and Authorised Users 24 hours a day (except when routine maintenance is carried out), and to restore access to the Licensed Material as soon as possible after any interruption or suspension of the service;

5.1.3 provide customer support services to Authorised Users by e-mail or over the phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Material within 24 hours;

5.1.4 use all reasonable efforts to ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Institution;

5.1.5 provide electronic product documentation to the Institution free of charge. The Publisher will allow copies of all documentation to be made and distributed by the Institution to Authorised Users provided it is either duplicated in full, or a proper ownership acknowledgement is included;

5.1.6 implement the industry standards as set out in Schedule 3;

5.1.7 allow the Journals Usage Statistics Portal (JUSP) (http://www.jusp.mimas.ac.uk/about.html) to collect usage statistics on behalf of the Institution and display them to the Institution via the Journals Usage Statistics Portal;

5.1.8 use all reasonable efforts to provide the Institution with annual statistics about the number of Open Access articles authored by Authorised Users of the Institution;

5.2 The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item:

i) for which the Publisher no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 8.7 and 8.8; or

ii) for which the Publisher has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

In the event of a withdrawal, the Publisher shall give written notice thereof to the Institution. If the withdrawn material represents more than ten per cent (10%) of the Licensed Material, the Publisher shall make a pro rata refund of the Licence Fee to the Institution. The refund will take into account the amount of material withdrawn and the length of the Subscription Period remaining.

6. RESPONSIBILITIES OF THE INSTITUTION

6.1 The Institution agrees to:
6.1.1 give passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not give their passwords or other access information to anyone else;

6.1.2 provide lists of valid IP addresses to the Publisher and update those lists regularly as agreed by the parties from time to time;

6.1.3 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;

6.1.4 use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence; and

6.1.5 use all reasonable efforts to monitor compliance with the terms of this Licence and notify the Publisher immediately and provide full particulars on becoming aware of any of the following:

i) any unauthorised access to or use of the Licensed Material or unauthorised use of any of Institution's password(s); or

ii) any breach by an Authorised User of the terms of this Licence.

As soon as the Institution is aware of any breach of the terms of this Licence, the Institution further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Institution's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence.

6.2 The Institution undertakes to the Publisher that the computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the Licensed Material, and that during the term of this Licence, the Institutions will make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

7. LICENCE FEE

7.1 The Institution will pay the Licence Fee as set out in the Subscription Order and Acceptance Form to the Publisher (through Jisc Collections, where applicable), for the rights granted to the Licensed Material in the amount and upon terms as set out in Schedule 1.

7.2 Upon receipt of the Order Confirmation Email (Publisher), the Publisher (or Jisc Collections, where applicable) will issue an invoice for the Licence Fee to the Institution.

7.3 If the Institution opts to pay the Licence Fee through Jisc Collections, the Institution will pay the Transaction Charge to Jisc Collections as set out in Schedule 1.

7.4 The terms of payments to the Publisher are set out in Schedule 1.

8. TERM AND TERMINATION

8.1 The term of this Licence will commence upon the start date as set out in the Subscription Order and Acceptance Form (and subsequently in the Order Confirmation Email (Institution) and Order Confirmation Email (Publisher)) and will remain in full force and effect until the
end of the Subscription Period as set out in such Subscription Order and Acceptance Form, unless terminated earlier as provided for in this Clause 8.

8.2 The Institution may terminate this Licence at any time without cause upon provision to the Publisher by express mail or courier of an original, signed letter from the Institution’s Vice Chancellor that certifies that the Institution’s library budget has decreased by 5% or more as compared to the prior year. Such notice may be given on the anniversary date as set out on the Subscription Order and Acceptance Form (and subsequently in the Order Confirmation Email (Institution)) by giving the Publisher and Jisc Collections sixty days’ notice to that effect.

8.3 Any party may terminate this Licence at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Licence by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.

8.4 Upon termination of this Licence by the Publisher due to a material breach or repeated other breaches by the Institution, the Publisher shall cease to authorise on-line access to the Licensed Material by the Institution and Authorised Users.

8.5 Upon termination of this Licence (except for a material breach by the Institution of its obligations under this Licence), the Publisher will provide upon written request from the Institution (at the option of the Institution) the Institution and its Authorised Users with continuing access to and use of the full text of the Licensed Material (save for the Archive Collection) which was published and paid for during the term of this Licence and preceding licences (where applicable) between the Publisher and the Institution, without charge, either by one or more of the following options:

i) supplying archival copies of the same Licensed Material (save for the Archive Collection) to the Institution in an electronic medium mutually agreed between the parties;

ii) granting access to the same Licensed Material (save for the Archive Collection) through one of the e-journals archiving solutions as listed in Schedule 3.

For the avoidance of doubt access and use of archival copies shall be subject to the terms and conditions as set out in Clauses 3 and 4 of this Licence.

8.6 The Institution is permitted to:

i) mount the archival copies of the Licensed Material supplied by the Publisher in accordance with Clause 8.5

ii) communicate, make available and provide access to such archival copies via a Secure Network to Authorised Users in accordance with the terms of this Licence; and

ii) make copies or re-format the Licensed Material contained in the archival copies in any way to ensure their future preservation and accessibility in accordance with this Licence.

8.7 In the event that ownership of a part or parts of the Licensed Material is sold by the Publisher or otherwise transferred to another publisher, the Publisher will use all reasonable efforts to retain a non-exclusive copy of the volumes published during the Subscription Period and make them available without charge to the Institution:

i) through the Publisher’s server; or

ii) by supplying such material without charge to the Institution in accordance with the procedure described in Clause 8.5.
8.8 In the event that the Publisher ceases to publish a part or parts of the Licensed Material (including Archive Collections of a title as part of the Licensed Material), the Publisher will:

i) maintain a digital archive of such Licensed Material;

ii) make the digital archive available to the Institution without charge through the Publisher's server, via a third party server (including e-journals archiving initiatives as listed in Schedule 3) or by supplying the digital archive to the Institution without charge in accordance with the procedure described in Clause 8.5.

8.9 The archival copies supplied in accordance with Clause 8.5 (i) will contain all textual content of the Licensed Material but will not contain all links and other features and functionality associated with the online version available via the Publisher's server. Access and use of such copies will be free of charge.

8.10 On termination of this Licence by the Institution due to a material breach or repeated other breaches by the Publisher, the Publisher will reimburse the Institution a pro rata proportion of the then remaining Licence Fee for the unexpired part of the Subscription Period. The Publisher shall not be obligated to return any portion of the Licence Fee for termination by the Publisher due to the Institution’s breach pursuant to Clause 8.3.

9. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

9.1 The Institution acknowledges that all intellectual property rights in the Licensed Material are the sole and exclusive property of the Publisher or duly licensed to the Publisher and that this Licence does not assign or transfer to the Institution any right, title or interest therein except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Licence.

10. REPRESENTATION, WARRANTIES AND INDEMNIFICATION

10.1 The Publisher warrants to the Institution that the Licensed Material and all intellectual property rights therein are owned by or licensed to the Publisher and that the Licensed Material used as contemplated in this Licence does not infringe any intellectual property rights of any natural or legal person. The Publisher agrees that the Institution shall have no liability and the Publisher will indemnify, defend and hold the Institution harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Institution in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the Institution's or Authorised Users use of the Licensed Material, provided that:

i) the use of the Licensed Material has been in full compliance with the terms and conditions of this Licence;

ii) the Institution provides the Publisher with prompt notice of any such claim or threat of claim;

iii) the Institution co-operates fully with the Publisher in the defence or settlement of such claim; and

iv) the Publisher has sole and complete control over the defence or settlement of such claim.

10.2 The Publisher reserves the right to change the content (including removal of an entire journal on ceasing to have the right to publish), presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to make the Licensed
Material available at their sole discretion. The Publisher will notify the Institution of any substantial change to the Licensed Material.

10.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the Licensed Material including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Institution or Authorised Users as a result of their reliance on the Licensed Material.

10.4 In no circumstances will the Publisher be liable to the Institution for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.

10.5 The Institution agrees to notify the Publisher immediately and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material and do all things reasonably required to assist the Publisher in such claims. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence.

10.6 Nothing in this Licence shall make the Institution liable for breach of the terms of this Licence by any Authorised User provided that the Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

10.7 Except as provided for in Clause 10.1, neither the Institution nor the Publisher will be liable to the other in contract or negligence or otherwise for:

i) any special, indirect, incidental, punitive or consequential damages;

ii) loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or

iii) for any increased costs or expenses.

10.8 No party limits its liability for:

i) death or personal injury to the extent it results from its negligence, or of its employees or agents in the course of their engagement; and

ii) its own fraud or that of its employees or agents in the course of their engagement.

11. FORCE MAJEURE

11.1 Either party's failure to perform any term or condition of this Licence as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Licence.

11.2 If either party to this Licence is prevented or delayed in the performance of any of its obligations under this Licence by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.
12. ASSIGNMENT

12.1 Except as permitted for under this Licence, neither this Licence nor any of the rights and obligations under it may be assigned by either party without obtaining the prior written consent of the other party, such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Licence and agrees to be bound to all the terms of this Licence.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 This Licence shall be governed by and construed in accordance with English law and 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 English courts.

13.2 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director of the Publisher and the current Vice Chancellor of the Institution. Where the parties agree that a dispute arising out or in connection with this Licence would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.

13.3 Any person to whom a reference is made under Clause 13.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.

13.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.

13.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

14. NOTICES

14.1 All notices required to be given under this Licence shall be given in writing in English and sent by courier, or special delivery to the relevant address see at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Licence, and all such notices shall be deemed to have been received three (3) days after the date of posting in the case of special delivery or despatch in the case of courier:

if to the Institution: [As stated in the Subscription Order and Acceptance Form]

if to the Publisher
Scott Delman
ACM Director of Publishing
Association for Computing Machinery
2 Penn Plaza, Suite 701
New York NY 10121-0701
USA
scott.delman@hq.acm.org

15. GENERAL

15.1 This Licence, its Schedules and Annexes constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and
agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.

15.2 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Licence and any reference to this Licence shall include the Schedules and Annexes.

15.3 The invalidity or unenforceability of any provision of this Licence shall not affect the continuation in force of the remainder of this Licence.

15.4 The rights of the parties arising under this Licence shall not be waived except in writing. Any waiver of any of a party’s rights under this Licence or of any breach of this Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

15.5 The parties will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery. The parties represent and affirm that no bribes or corrupt actions have or will be offered, given, received or performed in relation to the procurement or performance of this Licence. For the purposes of this clause, “bribes or corrupt actions” means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws. The Institution will not, directly or indirectly, make any such payment while this Licence is in effect.