HISTORY PRIMARY SOURCES COLLECTION PART 2 LICENCE AGREEMENT

PROQUEST LLC, a company with an office at The Quorum, Barnwell Road, Cambridge CB5 8SW ("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is made as to the manner or form described for acceptance, no licence will be granted and this offer is deemed withdrawn.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. History Primary Sources Collection Part 2 consists of the resources listed in Schedule 1.
2. History Primary Sources Collection Part 2 and all intellectual property rights therein are owned by or duly licensed to the Publisher.

3. 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.

4. The terms of this Licence and the offer for History Primary Sources Collection Part 2 were negotiated and agreed between the Publisher and Jisc Collections as part of the licensing initiative for UK higher and further education institutions and their users.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

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

"Licence Fee" means the fee for the perpetual licence for use of the Licensed Material. The fee will be in line with the Offer.

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

"Institution" means the institution that has completed the Subscription Order and Acceptance Form and has accepted the terms and conditions of the Licence for as long as such agreement remains in effect.

"Jisc Collections" means Jisc Services Limited (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.

"Licensed Material" means the collection(s) selected by the Institution from the Material listed in Schedule 2 including any associated Metadata supplied by the Publisher.

"Material" means the collections on offer from the Publisher and listed in the Offer.

"Metadata" means the textual information that describes the creation, content, or context of a part of the Licensed Material (e.g. date of creation, subject matter, location of digital file, ownership).

"Offer" means the offer agreed between Jisc Collections and the Publisher for the Material as attached hereto 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.

"Perpetual Access Period" means the indefinite period during which the Institution is permitted access to the Licensed Material and to provide access to such Licensed Material to Authorised Users subject to the terms and conditions of this 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 Collection) 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.

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 and upon payment of the Licence Fee, a perpetual non-exclusive irrevocable licence to:
a) access and use the Licensed Material and to allow Authorised Users to access and use the Licensed Material via the Publisher’s platform or a third party platform on its behalf for Educational Purposes in accordance with the terms and conditions of this Licence.

b) in the event conditions of Clause 5.1 are necessary, mount the Licensed Material supplied by the Publisher, to communicate the Licensed Material via a Secure Network, to make the Licensed Material available to Authorised Users, to use and to allow Authorised Users to access and use the Licensed Material all in accordance with the terms and conditions of this Licence; and

c) consistent with Clause 2.1 above and Clause 5.1 below, make available the Licensed Material to Authorised Users through any un-networked electronic means for use in accordance with the terms and conditions of this Licence.

2.3 The Publisher hereby grants to the Institution during the Perpetual Access Period the right to appoint third parties to act on behalf of the Institution to mount the Licensed Materials, to communicate the Licensed Materials via a Secure Network, to make the Licensed Materials available and to provide access to the Licensed Materials in accordance with this Licence so as to enable the Institution to exercise its rights under Clause 2.2. This arrangement shall be subject to an agreement between the Institution and the third party which is consistent with the terms of this Licence where relevant.

2.4 In consideration for receipt of the Licensed Materials and Publisher's licensing of the Licensed Material pursuant to Clauses 2.1 and 2.2, the Institution undertakes to pay to the Publisher, the Licence Fee in accordance with the provisions of Schedule 1 and Schedule 4.

2.5 The Institution hereby undertakes to the Publisher not to exercise the right to locally mount the Licensed Material supplied by the Publisher under Clauses 2.2 and Clause 5.1 provided that the Publisher or any of its assignees makes the Licensed Material available on-line to Authorised Users.

2.6 In the event that the Publisher or any of its assignees fail to make the Licensed Material available on-line to Authorised Users for whatever reason, and provided that the Licence Fee has been paid in full, the Institution may serve a written notice (in which the Institution sets out the details of such failure) upon the Publishers or its assignee requiring the Publishers or its assignees to take remedial steps such that the Licensed Material are made available on-line to Authorised Users in accordance with Clause 2.1 ("Remedial Steps"). If the Publisher or its assignees do not take Remedial Steps within 90 days of the date of receipt of such written notice, the Institution shall be released from their undertaking in Clause 2.5 and thereafter shall be entitled to exercise the rights granted to the Licensee in Clause 2.2 and permit the Institution to mount the Licensed Material on a Secure Network from time to time. Any dispute in relation to whether Remedial Steps have been taken shall be handled in accordance with the provisions of Clause 13.

3. PERMITTED USES

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

3.1.1 provide Authorised Users with access to the Licensed Material via a Secure Network;

3.1.2 if applicable and under the terms of Section 5.1 below, mount the Licensed Material supplied by the Publisher on a Secure Network to communicate the Licensed Material to Authorised Users via a Secure Network, to make the Licensed Material available to Authorised Users and to use and allow Authorised Users to access and use the Licensed Material in accordance with the terms and conditions of this Licence during the Perpetual Access Period;

3.1.3 make such copies or re-format the Licensed Material in any way to ensure its future preservation and accessibility in accordance with this Licence during the Perpetual Access Period;

3.1.4 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 a part of an individual document;

3.1.5 provide single printed or electronic copies of parts of the Licensed Material and at the request of individual Authorised Users;

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

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

3.1.8 mount and use Metadata in bespoke and commercially available library systems to manage library operations;

3.1.9 allow Authorised Users for Educational Purposes only:

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

3.1.9.2 electronically save parts of the Licensed Material;

3.1.9.3 print out single copies of parts of the Licensed Material;

3.1.9.4 incorporate limited 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 source, listing title and author of the extract, title and author of the work, copyright notice, and the Publisher of the Licensed Material used in the course packs. To the best of their ability Authorised Users should use the durable links provided in the Licensed Material to incorporate individual articles in electronic course packs. Course packs in other formats, such as Braille, may also be offered to Authorised Users;

3.1.9.5 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 source, listing title and author of the extract, title and author of the work, copyright notice, and the Publisher of the Licensed Material used in the Academic Works;

3.1.9.6 publicly display parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and the Publisher of the Licensed Material used in such ways; and

3.1.9.7 save and/or deposit in perpetuity reasonable 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, Design and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002 “the Acts” and nothing in this Licence shall constitute a waiver of any statutory rights held by the Institution and Authorised 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 other than Metadata;

4.1.3 alter or adapt the Licensed Material (save for Metadata), 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 (save for Metadata) 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; and

4.1.6 provide access and/or allow use of the Licensed Material (save for Metadata) by anyone other than Authorised Users.

4.1.7 download all or parts of the Licensed Material in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Licensed Materials, in any form. Provided however, that Institution may download materials from the Licensed Materials for the purposes of computational analysis solely to the extent prescribed under the Acts.

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

5. **RESPONSIBILITIES OF THE PUBLISHER**

5.1 Upon payment of the Licence Fee, and if the Institution loses the ability to access the Licensed Material under this Licence online through the Publisher (e.g., if the Publisher discontinues online access services), or if the Licensed Material under this Licence are otherwise eligible for local loading, the Institution may obtain digital copies upon certifying that it will secure and restrict use of the Licensed Material as contemplated under this Licence, using systems and technology at least as protective as the Publisher’s. File transfer costs, if any, are Institution’s responsibility. On receipt of the copy pursuant to this Clause 5.1, the Institution shall notify the Publisher of that receipt and shall confirm to the Publisher whether the copy contains content of a size and nature which appears consistent with that of the Licensed Material, provided always that such confirmation as to the size and nature shall on no account prejudice the Institution’s right to assert that the Publisher has failed to fully comply with its obligation under this Clause 5.1 to a complete copy of the Licensed Material to the Institution.

5.2 Upon payment of the Licence Fee, the Publisher shall during the Perpetual Access Period:

5.2.1 make the Licensed Material available via the Publisher’s platform to the Institution and Authorised Users from the start of the Perpetual Access Period;

5.2.2 use 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;

5.2.3 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 and Licensed Material within 24 hours;
5.2.4 use reasonable efforts to ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Institution;

5.2.5 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 duplicated in full, and a proper ownership acknowledgement is included;

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

5.2.7 use all reasonable efforts that in the event that the Publisher withdraws from the Licensed Material any item or part of an item:
   i) for which the Publisher no longer retains the right to publish; or
   
   ii) which the Publisher has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

Publisher shall give written notice thereof to the Institution. If the withdrawn or publicly available 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 or publicly available.

6. RESPONSIBILITIES OF 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 efforts to ensure that such activity ceases and to prevent any recurrence.

6.2 The Institution will use all reasonable efforts to comply with all computer security procedures required by the Publisher and take all reasonable steps to ensure the security of the Licensed Material.

7. USAGE DATA

7.1 The parties shall co-operate in gathering any data on usage of the Licensed Material that is available to
them during the term of this Sub-Licence, and shall provide such data to each other upon request. Notwithstanding the foregoing, the parties shall neither assemble nor provide data from which an individual user could be identified.

7. FEES

7.1 The Institution will pay the Licence Fee as set out in the Subscription Order and Acceptance Form to the Publisher, for the supply of the Licensed Material and the rights granted to the Licensed Material in the amount and upon the terms set out in Schedule 1.

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

7.3 The terms of payment to the Publisher are set out in Schedule 1 and Schedule 4.

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 in perpetuity. For the avoidance of doubt, the parties agree that: (1) the Institution will be irrevocably entitled to receive and retain that part of the Licensed Material for which the Institution has paid the Licence Fee in perpetuity; and (2), subject only to Clause 8.3, the perpetual licences granted by the Publisher to the Institution in Clause 2 are irrevocable and will survive any termination or repudiation of this Licence.

8.2 The perpetual licences under this Licence may be terminated by the Publisher giving notice in writing only if the Institution does not pay the applicable Content and Licence Fee in accordance with Schedule 1 unless the Institution remedies the breach within a 30 days period after receiving such notice.

8.3 In the event that the Publisher becomes insolvent or becomes subject to receivership, liquidation or similar external administration, the Publisher will deliver the Licensed Material to the Institution in accordance with Clause 5.1. The same will apply in the event that access, capacity, or technical services of the Publisher are incapable of providing reliable use of the Licensed Material and such technical issues cannot be resolved by the Publisher within sixty (60) days of notification in writing from the Institution.

8.4 Save as provided for in Clause 8.1, 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.

8.5 Upon termination of this Licence by the Publisher during the Perpetual Access Period, 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.

8.6 Upon termination of this Licence, Metadata and copies of parts of the Licensed Material made by the Institution or Authorised Users may be retained. Such copies may be used after termination of this Licence subject to the terms of Clauses 3 and 4 of this Licence, which terms shall survive any termination of this Licence.

9. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

9.1 Except as provided for in Clause 9.2 to 9.3, 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.

9.2 For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by the Institution as a result of local mounting of the Licensed Material as referred to in Clause 2.2 and Clause 5.1 shall be the property of the Institution.

9.3 For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by Authorised Users as a result of computational analysis of the Licensed Material and Licensed Material as referred to in Clause 4.1.7 shall be the property of such Authorised Users or the Institution.

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 Licensed Material has not been changed, altered or amended in any way;

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

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

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

10.2 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, or their nominated representative, 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 addressee 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]

15.   
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.