ANNEX 1: SUB-LICENCE AGREEMENT

CENGAGE COLLECTIONS SUB-LICENCE AGREEMENT
(Access via Publisher’s Platform)

JISC SERVICES LIMITED (OPERATING AS JISC COLLECTIONS) (Company Number 2881024), a company incorporated in England and Wales and limited by guarantee whose registered offices is at One Castlepark, Tower Hill, Bristol BS2 0JA ("Jisc Collections").

AND

CENGAGE LEARNING (EMEA) LIMITED, a company whose registered office is at Cheriton House, North Way, Andover, Hampshire, SP10 5BE ("Publisher").

OFFER to you, the Sub-Licensee, the permission to access and use the Collections (as hereafter defined) on the terms and conditions as set out in this Sub-Licence. Upon completion of the Subscription Order and Acceptance Form (as hereafter defined) as part of the Jisc Collections Online Ordering Service your institution will become a non-exclusive Sub-Licensee of Jisc Collections.

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is made as to the manner or form described for acceptance, no sub-licence will be granted and this offer is deemed withdrawn.

BACKGROUND

1. The Collections comprise the 17th and 18th Century Burney Collection, the 19th Century UK Periodicals (Part1) and the 19th Century BL Newspapers.

2. The Collections and all intellectual property rights therein are owned by or duly licensed to the Publisher.

3. Jisc Collections 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 Sub-Licence.

4. Jisc Collections is permitted to sub-license the access and use of the Collections to Sub-Licensees upon payment of the Licence Fee and the Hosting Fee in accordance with the terms of this Sub-Licence.
JISC COLLECTIONS AND THE SUB-LICENSEE AGREE AS FOLLOWS:

1. DEFINITIONS

"Collections" means the material licensed in this Sub-Licence known to the parties as the 17th and 18th Century Burney Collection, the 19th Century UK Periodicals (Part I) and the 19th Century BL Newspapers; and any associated Metadata supplied by the Publisher. The Institution may subscribe to one or two collections and to all of the collections.

"Commercial Use" means use of the Collections for the purpose of monetary reward (whether by or for the Sub-Licensee or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Collections. For the avoidance of doubt, neither the recovery of direct cost by the Sub-Licensee from Authorised Users, nor use by the Sub-Licensee or Authorised Users of the Collections in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Data Protection Laws&quot;</td>
<td>means the Data Protection Act 1998, the General Data Protection Regulation 2018, the Data Protection Act 2018 and any other law applicable to the UK relating to the protection of personal data and the privacy of individuals, including where applicable guidance and codes of practice issued by the Information Commissioner. &quot;Educational Purposes&quot; means use for the purpose of education, teaching, distance learning, private study and/or research.</td>
</tr>
<tr>
<td>&quot;Jisc Collections Online Ordering Service&quot;</td>
<td>means the online subscription ordering service developed by Jisc Collections. The Jisc Collections Online Ordering Service can be found at <a href="http://www.jisc-collections.ac.uk">www.jisc-collections.ac.uk</a>.</td>
</tr>
<tr>
<td>&quot;Hosting Fee&quot;</td>
<td>means the annual fee payable by the Sub-Licensee to the Publisher through Jisc Collections for access to the Collections via the Publisher's platform.</td>
</tr>
<tr>
<td>&quot;Licence Fee&quot;</td>
<td>means the fee payable to Jisc Collections for use of the Collections.</td>
</tr>
<tr>
<td>&quot;Metadata&quot;</td>
<td>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).</td>
</tr>
<tr>
<td>&quot;Order Confirmation Email (Institution)&quot;</td>
<td>means the email to the Sub-Licensee, automatically generated by the Jisc Collections Online Ordering Service after the Sub-Licensee has completed the Subscription Order and Acceptance Form, confirming that the Sub-Licensee has placed the order, the start and end date of the subscription period and that the Jisc Collections has agreed to the terms and conditions of the Sub-Licence.</td>
</tr>
<tr>
<td>&quot;Order Confirmation Email (Jisc Collections)&quot;</td>
<td>means the email to Jisc Collections, automatically generated by the Jisc Collections Online Ordering Service after the Sub-Licensee has completed the Subscription Order and Acceptance Form, confirming that the Sub-Licensee has placed the order, the start and end date of the subscription period and that the Sub-Licensee has agreed to the terms and conditions of the Sub-Licence.</td>
</tr>
</tbody>
</table>
"Personal Data" means personal data as defined in the Data Protection Laws.

"Secure Authentication" means access to the Collections by UK Access Management Federation compliant technology, Internet Protocol ("IP") ranges or by another means of authentication agreed between the Publisher and Jisc Collections.

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

"Sub-Licensee" means the sub-licensee whose details are set out in the Subscription Order and Acceptance Form.

"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 hereto in Annex 1. 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 Sub-Licensee and an Order Confirmation Email (Jisc Collection) to Jisc Collections repeating the information on the form regarding the name of the Sub-Licensee, the resource, the start and end date of the subscription period and confirming the date on which the Sub-Licensee accepted the terms and conditions of the Sub-Licence.

"Transaction Management Charge" means the charge payable to Jisc Collections to cover the cost of the bank charges for organising the payments as further set out in Schedule 1.

1.2 Headings contained in this Sub-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. GRANT OF SUB-LICENCE
2.1 The Sub-Licensor agrees to pay the Licence Fee and Hosting Fee as set out in Schedule 1, in consideration of which Jisc Collections agrees to grant to the Sub-Licensor a non-exclusive sub-licence to use the Collections in accordance with this Sub-Licence and the Publisher a non-exclusive sub-licence to access the Collections via the Publisher's platform and to allow Authorised Users to access and use the Collections throughout the term of this Sub-Licence by Secure Authentication and or Educational Purposes only.

3. **USE OF THE COLLECTIONS**

3.1 This Sub-Licence permits the Sub-Licensor for Educational Purposes only to:

3.1.1 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;

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

3.1.3 display, download and print parts of the Collections for the purpose of promoting or testing the Collections or for training Authorised Users;

3.1.4 make and distribute copies of training material as may be required for the purpose of using the Collections in accordance with this Sub-Licence;

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

3.1.6 allow Authorised Users for Educational Purposes only to:

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

3.1.6.2 electronically save parts of the Collections;

3.1.6.3 print out single copies of parts of the Collections;

3.1.6.4 incorporate parts of the Collections 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 Collections 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 Collections 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 Collections used in the Academic Works;

3.1.6.6 publicly display or publicly perform parts of the Collections as part of a presentation at a seminar, conference, or workshop, or other similar event;
3.1.6.7 save and/or deposit in perpetuity parts of the Collections in electronic repositories operated by the Sub-Licensor and/or by an Authorised User on a Secure Network. Access to and use of such repositories shall be limited to Authorised Users; and

3.1.6.8 download and make copies of the whole or any parts of the Licensed Material for the purposes of computational analysis, including for text mining and/or data mining, for the purpose of research for a non-commercial purpose and other Educational Purposes solely to the extent prescribed under the Acts (as defined in Clause 3.2). Copies made under this Clause 3.1.6.8 shall be deleted promptly after the computational analysis has taken place.

3.2 This Sub-Licence shall be deemed to complement and extend the rights of the Sub-Licensee and Authorised Users under the Copyright, Designs and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002 as the same may be amended, supplemented or replaced from time to time, and any other laws related to permitted use of copyright works or databases (the “Acts”) and nothing in this Sub-Licence shall constitute a waiver of any statutory rights held by the Sub-Licensor and Authorised Users from time to time under these Acts or any amending legislation.

4. RESTRICTIONS

4.1 Except where this Sub-Licence states otherwise, the Sub-Licensee and Authorised Users may not:

4.1.1 sell or resell the Collections and/or Metadata, unless the Publisher has given the Sub-Licensee or an Authorised User permission in writing to do so;

4.1.2 remove, obscure or alter copyright notices, acknowledgments or other means of identification or disclaimers other than Metadata;

4.1.3 alter or adapt the Collections (save for Metadata), except to the extent necessary to make it perceptible on a computer screen, or as otherwise allowed under this Sub-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 Collections, on any electronic network, including the internet other than by a Secure Network. For the avoidance of doubt text mining and datamining output as referred to in Clause 3.1.6.8 can be displayed and distributed on any electronic network, including the internet, provided that such output does not contain copies of copyright works owned or licensed to the Publisher;

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

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

4.2 This Clause will continue to apply after termination of this Sub-Licence for any reason.
5. RESPONSIBILITIES OF THE SUB-LICENSEE

5.1 The Sub-Licensee will:

5.1.1 issue passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not divulge their passwords or other access information to any third party;

5.1.2 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Collections;

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

5.1.4 use all reasonable efforts to monitor compliance with the terms of this Sub-Licence and notify Publisher and Jisc Collections immediately and provide full particulars on becoming aware of any of the following (a) any unauthorised access to or use of the Collections or unauthorised use of any of the Sub-Licensee's password(s); or (b) any breach by an Authorised User of the terms of this Sub-Licence. Upon becoming aware of any breach of the terms of this Sub-Licence the Sub-Licensee further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Sub-Licensee's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence;

5.1.5 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 Collections; and

5.1.6 provide lists of valid IP addresses to the Publisher and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time.

6. RESPONSIBILITIES OF JISC COLLECTIONS

6.1 Jisc Collections shall use all reasonable efforts to ensure access and use of the Collections in accordance with the provisions as laid down in this Sub-Licence.

6.2 Jisc Collections shall use all reasonable efforts to cause customer support services to be provided to the Sub-Licensee and to Authorised Users.

6.3 Jisc Collections will pay the Publisher the Hosting Fees received from the Sub-Licensee but only up to the amount of the sum of the lump sum payment agreed between Jisc Collections and the Publisher for the hosting of the Collections (access by all authorised institutions in the UK collectively).
7. RESPONSIBILITY OF THE PUBLISHER

7.1 The Publisher will:

7.1.1 provide the Sub-Licensee and Authorised Users with access to the Collections from its platform for the term of this Sub-Licence upon payment of the Hosting Fee;

7.1.2 provide customer support services to Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Collections within 24 hrs of request;

7.1.3 provide access to the Collections by UK Access Management Federation for Education and Research compliant technologies and to join the UK Access Management Federation for Education and Research, subject to securing any necessary permissions, licences or consents (including, without limitation, any necessary permissions, licences or consents in respect of intellectual property rights). More information on the UK Access Management Federation for Education and Research can be found at http://www.ukfederation.org.uk;

7.1.4 provide access to the Collections by Authorised Users at all times (using reasonable efforts) and on a twenty-four hour basis, save for routine maintenance, and to restore access to the Collections as soon as possible in the event of an interruption or suspension of the service; and

7.1.5 provide sufficient server capacity and bandwidth for access by Authorised Users.

7.2 The Publisher shall not, and shall not seek to, collect Personal Data in relation to any Authorised User other than as is reasonably and properly required for the administration of this Sub-Licence, and shall fully comply with its obligations under the applicable Data Protection Laws in relation to the collection, use and retention, and any other processing of any such Personal Data.

8. USAGE DATA

8.1 The parties shall co-operate in gathering any data on usage of the Collections 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.

9. LICENCE FEE AND HOSTING FEE

9.1 The Sub-Licenses shall pay the Licence Fee to Jisc Collections and the Hosting Fee to the Publisher through Jisc Collections for the Sub-Licence in the amounts and upon terms set out in Schedule 1.

9.2 The Sub-Licenses will pay the Transaction Management Charge to Jisc Collections as set out in Schedule 1.
10. TERM AND TERMINATION

10.1 The term of this Sub-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 (Jisc Collections) and will remain in full force and effect until the end date as set out in such Subscription Order and Acceptance Form, unless terminated earlier as provided for in this Clause 10.

10.2 The Sub-Licencee may terminate this Sub-Licence at any time without cause on the anniversary date as set out on the Subscription Order and Acceptance Form (and subsequently in the Subscription Order Email (Institution) by giving Jisc Collections and the Publisher sixty days' notice prior to that anniversary date.

10.3 Either party may terminate this Sub-Licence at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Sub-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.

10.4 Where Jisc Collections receives information indicating that there may have been a breach by the Sub-Licencee which could give rise to rights of termination under Clause 10.3, Jisc Collections may suspend the rights of the Sub-Licencee under this Sub-Licence until such time as Jisc Collections has determined whether or not such a breach has occurred and may procure the suspension of the Sub-Licencee’s on-line access to the Collections, regardless of whether at the time of the suspension that on-line access is being provided by the Publisher, Jisc Collections or any third party on behalf of the Publisher or Jisc Collections. If Jisc Collections subsequently determines that such a breach has not occurred, Jisc Collections shall use its reasonable endeavours to procure restoration of the Sub-Licencee’s on-line access. In no circumstances shall the Sub-Licencee be entitled to any refund of fees or other compensation from Jisc Collections in respect of the period during which its rights and any on-line access were suspended.

10.5 Upon termination of this Sub-Licence, copies of parts of the Collections made by the Sub-Licencee or Authorised Users may be retained. Such copies may be used after termination of this Sub-Licence subject to the terms of Clauses 3 and 4 of this Sub-Licence, which terms shall survive any termination of this Sub-Licence.

11. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

11.1 Except as provided for in Clause 11.2, the Sub-Licencee acknowledges that the intellectual property rights in the Collections are the sole and exclusive property of the Publisher or are duly licensed to the Publisher and that this Sub-Licence does not assign or transfer to the Sub-Licencee any right, title or interest therein except for the right to use the Collections in accordance with the terms and conditions of this Sub-Licence.

11.2 For the avoidance of doubt, any database rights created by Authorised Users as a result of textmining/datamining of the Licensed Material as referred to in Clause 3.1.5.8 shall be the property of such Authorised Users or the Sub-Licencee.
12. **REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION**

12.1 The Sub-Licensor represents and warrants that it has sufficient authority and rights to enter into and perform its obligations under this Sub-Licence.

12.2 Jisc Collections represents and warrants that it has the right to grant the Sub-Licence and that the use of the Collections by the Sub-Licensor and Authorised Users in accordance with the terms of this Sub-Licence shall not infringe the copyright of any third party. The foregoing shall not apply to improper usage of the Collections by the Sub-Licensor or Authorised Users. Jisc Collections makes no representation or warranty, and expressly disclaims any liability with respect to the content of the Collections, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

12.3 The Sub-Licensor agrees to notify Publisher and Jisc Collections within 48 hours 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 Collections. It is expressly agreed that upon such notification, or if Publisher becomes aware of such a claim from other sources, Publisher may remove such work(s) from the Collections. At the request of the Publisher, the Sub-Licensor will make all reasonable efforts to remove such work(s) from any copies of the Collections maintained by the Sub-Licensor. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Sub-Licence.

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

12.5 Subject to the above and to the extent permitted by law, Jisc Collections shall not be liable to the Sub-Licensor for any loss or damage including any loss of profits, goodwill, contract or any indirect or consequential loss including loss or damage suffered by the Sub-Licensor as a result of an action brought by a third party.

12.6 Publisher reserves the right to change the content, presentation, user facilities or availability of parts of the Collections and to make changes in any software used to deliver the Collections at their sole discretion. Jisc Collections will notify the Sub-Licensor of any substantial change to the Collections.

12.7 Other than the express warranties stated in this Clause 12, the Collections is provided on an “as is” basis, and Jisc Collections disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Collections or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Jisc Collections further expressly disclaims any warranty or representation to Authorised Users, or to any third party. Jisc Collections accepts no liability for loss suffered or incurred by the Sub-Licensor or Authorised Users as a result of their reliance on the Collections.
12.8 The Sub-Licensor represents to Jisc Collections and the Publisher that its computer system through which the Collections will be used is configured, and procedures are in place, to prohibit access to the Collections by any person other than an Authorised User; that it shall inform Authorised Users about the conditions of use of the Collections; and that during the term of this Sub-Licence, the Sub-Licensor will continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

12.9 Jisc Collections, the Publisher and the Sub-Licensee do not seek to exclude liability under this Sub-Licence for fraud or for personal injury or death caused by its negligence and the negligence of its employees, authorised sub-contractors and agents.

13. FORCE MAJEURE

13.1 Either party’s failure to perform any term or condition of this Sub-Licence as a 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 Sub-Licence.

13.2 If either party to this Sub-Licence is prevented or delayed in the performance of any of its obligations under this Sub-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.

14. ASSIGNMENT

14.1 Neither this Sub-Licence nor any of the rights and obligations under it may be assigned or sub-licensed by the Sub-Licensor without obtaining the prior written consent of Jisc Collections and the Publisher, such consent not to be unreasonably 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 Sub-Licence and agrees to be bound to all the terms of this Sub-Licence.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Sub-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 Sub-Licence will be subject to and within the jurisdiction of the English courts.
15.2 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Director of Jisc Collections and the current Vice Chancellor of the Sub-Licensee. Where the parties agree that a dispute arising out of or in connection with this Sub-License 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.

15.3 Any person to whom a reference is made under Clause 15.2 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.

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

15.5 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.

16. NOTICES

16.1 All notices required to be given under this Sub-License shall be given in writing in English and sent by electronic mail, fax or first class registered or recorded 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 Sub-License, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) fourteen (14) days after the date of posting in the case of first class registered or recorded delivery:
17. GENERAL

17.1 This Sub-Licence, its Schedules and Annexes constitute the entire agreement between the parties relating to the Collections 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.

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

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

17.4 The rights of the parties arising under this Sub-Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Sub-Licence or of any breach of this Sub-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 Sub-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.

17.5 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 Sub-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 Sub-Licensor will not, directly or indirectly, make any such payment while this Sub-Licence is in effect.
SCHEDULE 1: LICENCE FEE AND HOSTING FEE

1. The Sub-Licensee will pay to Jisc Collections a Licence Fee. The Licence Fee for the term of this Sub-Licence is set at a peppercorn which is only payable when demanded by Jisc Collections. The Licence Fee shall be subject to review by Jisc Collections.

2. The Sub-Licensee will pay an annual Hosting Fee to the Publisher through Jisc Collections at the amount set by Jisc Collections for the Sub-Licensee:
19th Century British Library Newspapers parts 1 & 2

Covering 46 newspapers (and 2 million pages) Part I contains a vast range of national, regional, and local newspapers. Part II brings an additional 22 newspaper titles that expand the regional coverage and provide a wider political perspective through the addition of some more conservative newspapers. From monumental historic events, such as the battle of Trafalgar and the total defeat of Napoleon Bonaparte, to daily news, such as the opening of the first electric tube railway or the construction of the English Channel, Parts I and II cover it all.

17th & 18th Century Burney Newspapers Collection

17th & 18th Century Burney Collection Newspapers, a perfect news complement to Eighteenth Century Collections Online, is an unparalleled digital research resource. Based on the newspapers and news pamphlets gathered by the Reverend Charles Burney (1757-1817), 17th & 18th Century Burney Collection Newspapers represents the largest single collection of English news media from these two centuries with nearly 1 million pages and 1.5 million articles.

19th Century UK Periodicals: Part 1

19th Century UK Periodicals is a multi-part series which covers the events, lives, values and themes that shaped the 19th century world. It provides an invaluable fully-searchable facsimile resource for the study of British life in the 19th century - from art to business, and from children to politics. Few of the materials in this extensive online collection have ever been reissued, in any format since original publication. All the original colour work has been specially captured for this programme.

Part I marks the advent of commercial lifestyle publishing in Britain and charts the rapid rise of modern magazine culture. Among the key themes are:

The political spectrum of women’s writing, from Hearth and Home to the Women’s Penny Paper, offering important evidence of women’s changing status in the 1800s;

Satirical and comic titles, such as Fun, Punch and Figaro in London, offer insight into what made people laugh during these times. The rapid increase of publications devoted to children’s entertainment and education is illustrated with Boy’s Own Paper and Good Words for the Young.

This first series also charts the explosion in popular sports and hobbies, from gardening and horse racing to cricket, cycling and golf.
# ANNEX 1: SUBSCRIPTION ORDER AND ACCEPTANCE FORM

## Basket contents

**Edit shopping basket**

### Items for immediate subscription

<table>
<thead>
<tr>
<th>Item</th>
<th>Type</th>
<th>Starts</th>
<th>Expires</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Archive Agreement</td>
<td>Annual</td>
<td></td>
<td></td>
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</tr>
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</table>

**Publisher's annual access fee**

<table>
<thead>
<tr>
<th>SUBTOTAL</th>
<th></th>
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<tbody>
<tr>
<td>VAT</td>
<td></td>
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</tbody>
</table>

**TOTAL**

## Payment options

**Edit payment options**

- **PO number**: None specified
- **Payment type**: Bank transfer / Invoice

## Designated Site Representatives

Select up to three designated site representatives that you would like to associate with this order.

- [ ]
- [ ]

## Sublicences priced orders

☐ I am authorised by my institution to make this order. By clicking on the 'Confirm and Place Order' button I (or on behalf of my institution) acknowledge that I have read and understood the Licences listed below and agree to be bound by the terms and conditions of such Licences. I agree that my Institution will pay the subscription fee(s) due from the invoice(s) generated from this order no later than thirty (30) days after being issued by JISC Collections or the publisher of the resource.

☐ Archive Sublicences Agreement doc

It should be NOTED that by clicking on the 'Confirm and Place Order' button, your Institution is legally bound to pay for each Licence the full total relevant fee to their Institution from the start date until the expiry date of such Licences as set out in this Form. Please note that this only applies to non-NESLi2 orders.