

INSTITUTIONAL SINGLE-SITE LICENCE AGREEMENT

IMPORTANT: BY SUBSCRIBING TO A BRISTOL UNIVERSITY PRESS/POLICY PRESS JOURNAL WITH AN ONLINE OFFERING HOSTED ON BRISTOL UNIVERSITY PRESS DIGITAL, THE INSTITUTION NAMED ON THE SUBSCRIPTION ACKNOWLEDGES THAT IT HAS READ AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Bristol University Press/Policy Press of University of Bristol, 1-9 Old Park Hill, Bristol, BS2 8BB ("the Publisher")

and

the Institution named on the subscription ("the Licensee")

WHEREAS the Publisher holds the rights granted under this License

AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the license to use the rights for the Fee, subject to the terms and conditions of this License.

IT IS AGREED AS FOLLOWS: -

1. KEY DEFINITIONS

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

Agent A third party appointed from time to time by the Licensee to act on the Licensee's behalf, who may undertake any or all of the obligations of the Licensee under this Licence, as agreed between the Licensee and the Agent.

Authorized Users current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee's institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Licensee with a password or other authentication together with other persons who are permitted to use the Licensee's library or information service and access the Secure Network but only from computer terminals within the Library Premises.

Commercial Use	Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. Neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.
Course Packs	A collection or compilation of printed materials (e.g. book chapters, journal articles) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.
Electronic Reserve	Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Licensee to its students.
Learning Object	a self-contained unit of learning, education or training comprising information content, learning activities and metadata designed to explain a stand-alone learning objective.
Library Premises	The physical premises of the library or libraries operated by the Licensee.
Licensed Materials	The electronic material.
Publisher's Representative	A third party appointed from time to time by the Publisher to act on the Publisher's behalf, who may execute this Licence on behalf of the Publisher and undertake any or all of the Publisher's obligations under this Licence, as agreed between the Publisher and the Publisher's Representative.
Secure Network	A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.
Server	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.
Single-site institution	All parts of a single organization that are located in the same city and administered centrally; or two affiliated organizations (such as a research university and an associated medical school), based in separate, single physical sites.
Subscription Period	That period nominally covered by the volumes and issues of the Licensed Material, regardless of the actual date of publication, being the period ending 31 December following the date of this License and each twelve-month period thereafter, unless otherwise specified.
Text Mining	a machine process by which information may be derived by identifying patterns and trends within natural language through text categorisation, statistical pattern recognition, concept or sentiment

extraction, and the association of natural language with indexing terms.

Virtual Learning Environment

A software system designed to manage and support teaching and learning in education, including systems variously referred to as Course Management Systems, Learning Management Systems, Learning Support Systems, Managed Learning Environments, and similar names.

2. AGREEMENT

- 2.1 The Publisher agrees to grant to the Licensee the non-exclusive, revocable and non-transferable right, throughout the world, to give Authorized Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this License.
- 2.2 This License shall commence at the beginning of the Subscription Period, for each of the Licensed Materials and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.
- 2.3 On termination of this License, the Publisher shall provide continuing access for Authorized Users to that part of the Licensed Materials which was published and paid for within the Subscription Period, either from the Server or from the archive described in 7.4, except where such termination is due to a breach of the License by the Licensee which the Licensee has failed to remedy as provided in 10.1.1 and 10.1.3 of this License, in which case such continuing access shall be provided in respect of Licensed Materials published up to the date of such breach.

3. USAGE RIGHTS

- 3.1 The Licensee, subject to clause 6 below, may:
 - 3.1.1 Make such temporary local electronic copies by means of cacheing of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users and not to make available to Authorized Users duplicate copies of the Licensed Material.
 - 3.1.2 Allow Authorized Users to have access to the Licensed Materials from the Server via the Secure Network.
 - 3.1.3 Provide Authorized Users with integrated access and an integrated author, article title, abstract and keyword index to the Licensed Material and all other similar material licensed from other publishers via the Secure Network.
 - 3.1.4 Provide single printed or electronic copies of single articles at the request of individual Authorized Users.
 - 3.1.5 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.
- 3.2 Authorized Users may, in accordance with the copyright laws of England and subject to clause 6 below:
 - 3.2.1 Search, view, retrieve and display the Licensed Materials.

- 3.2.2 Print a copy or download and save individual articles or items of the Licensed Materials for personal use.
 - 3.2.3 Use individual parts of the Licensed Materials within Learning Objects for the Licensee's teaching, learning or training purposes.
 - 3.2.4 Use Text Mining technologies to derive information from the Licensed Materials.
 - 3.2.5 Distribute a copy of individual articles or items of the Licensed Materials in print or electronic form to other Authorized Users or to other individual scholars collaborating with Authorized Users but only for the purposes of research and private study; for the avoidance of doubt, this sub-clause shall include the distribution of a copy for teaching purposes to each individual student Authorized User in a class at the Licensee's institution.
 - 3.2.6 Download a copy of individual articles or items of the Licensed Materials and share the same with Authorized Users or other individual scholars collaborating in a specific research project with such Authorized Users provided that it is held and accessibly within a closed network that is not accessible to any person not directly involved in such collaboration and provided that it is deleted from such network immediately upon completion of the collaboration.
- 3.3 Nothing in this License shall in any way exclude, modify or affect any of the Licensee's rights under the Copyright Designs and Patents Act 1988 or any statutory instruments made thereunder or any amending legislation.

4. SUPPLY OF COPIES TO OTHER LIBRARIES

- 4.1 The Licensee may, subject to clause 6 below, supply to an Authorized User of another library within the same country as the Licensee, whether by post or fax, for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document being part of the Licensed Materials.

5. COURSE PACKS AND ELECTRONIC RESERVE

- 5.1 The Licensee may, subject to clause 6 below, incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections and in Virtual Learning Environments for the use of Authorized Users in the course of instruction at the Licensee's institution, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Copies of such items shall be deleted by the Licensee when they are no longer used for such purpose. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensee, are visually impaired.

6. PROHIBITED USES

- 6.1 Neither the Licensee nor Authorized Users may:
 - 6.1.1 remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;

- 6.1.2 systematically make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this License;
 - 6.1.3 prepare derivative works or download, mount or distribute any part of the Licensed Material on any electronic system or network, including without limitation the Internet and the World Wide Web, other than the Secure Network, except where expressly permitted by this License under clause 3.2.6;
 - 6.1.4 reverse engineer, decompile, alter, abridge or otherwise modify the Licensed Materials or any part of them for any purpose whatsoever, except as expressly provided in this License.
- 6.2 The Publisher's explicit written permission must be obtained in order to:
- 6.2.1 use all or any part of the Licensed Materials for any Commercial Use;
 - 6.2.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users;
 - 6.2.3 publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this License;
 - 6.2.4 alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

7. PUBLISHER'S UNDERTAKINGS

- 7.1 The Publisher warrants to the Licensee that the Licensed Materials used as contemplated by this License do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this License for any reason. This indemnity shall not apply if the Licensee has amended the Licensed Materials in any way not permitted by this License.
- 7.2 The Publisher shall:
- 7.2.1 make the Licensed Materials available to the Licensee from the Server via the Internet access to which is authenticated by Internet Protocol Address or Athens. The Publisher will notify the Licensee at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials. If the changes render the Licensed Materials less useful in a material respect to the Licensee, the Licensee may within thirty days of such notice treat such changes as a breach of this License under clause 10.1.2 and 10.4.
 - 7.2.2 use reasonable endeavours to make available the electronic copy of each journal issue in the Licensed Materials not later than the month of publication of the printed version. In the event that for technical reasons this is not possible for any particular journal, as a matter of course, such journal shall be identified at the time of licensing, together with such reasons.

- 7.2.3 provide the Licensee, within 30 days of the date of this License, with information sufficient to enable the Licensee to access the Licensed Material.
- 7.2.4 use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this License.
- 7.2.5 use reasonable endeavours to make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Licensee in advance wherever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.
- 7.3 Where the Licensed Materials shall not be available to the Licensee for more than thirty (30) consecutive days, the Publisher shall refund to the Licensee a proportion of the Fee prorated to the period of such unavailability within the Subscription Period to which the Fee relates.
- 7.4 The Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. If the withdrawal represents more than ten per cent (10%) of the book, journal or other publication in which it appeared, the Publisher shall refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining un-expired portion of the Subscription Period.
- 7.5 The Publisher undertakes to use reasonable endeavours to provide or to make arrangements for a third party to provide an archive of the Licensed Materials for the purposes of long term preservation of the Licensed Materials, and to permit Authorized Users to access such archive after termination of this License.
- 7.6 Collection and analysis of data on the usage of the Licensed Materials will assist both the Publisher and the Licensee to understand the impact of this License. The Publisher shall facilitate the collection and provision to the Licensee and the Publisher by the Licensee of such usage data on the number of abstracts and of articles downloaded, by journal title, on a monthly basis for the Publisher's and the Licensee's private internal use only. Such usage data shall be compiled in a manner consistent with applicable privacy and data protection laws, and the anonymity of individual users and the confidentiality of their searches shall be fully protected. In the case that the Publisher assigns its rights to another party under clause 11.3, the Licensee may at its discretion require the assignee either to keep such usage information confidential or to destroy it. Any personal data supplied by the Licensee will be held in accordance with the Publisher's privacy policy, which is available at: <http://policypress.co.uk/privacy-policy>.
- 7.7 EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE, THE PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OF THE INFORMATION CONTAINED IN THE LICENSED MATERIALS, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE. THE LICENSED MATERIALS ARE SUPPLIED 'AS IS'.
- 7.8 EXCEPT AS PROVIDED IN CLAUSE 7.1, UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE LICENSEE OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO AUTHORIZED USERS, FOR ANY SPECIAL, EXEMPLARY,

INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE LICENSED MATERIALS. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, THE PUBLISHER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS LICENSE SHALL IN NO CIRCUMSTANCES EXCEED THE FEE PAID BY LICENSEE TO THE PUBLISHER UNDER THIS LICENSE IN RESPECT OF THE SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. REGARDLESS OF THE CAUSE OR FORM OF ACTION, THE LICENSEE MAY BRING NO ACTION ARISING FROM THIS LICENSE MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ARISES.

8. LICENSEE'S UNDERTAKINGS

8.1 The Licensee shall:

- 8.1.1 use reasonable endeavours to ensure that all Authorized Users are aware of the importance of respecting the intellectual property rights in the Licensed Materials and of the terms and conditions of this License, and use reasonable endeavours to notify Authorized Users of the terms and conditions of this License and take steps to protect the Licensed Materials from unauthorized use or other breach of this License;
- 8.1.2 use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- 8.1.3 issue passwords or other access information only to Authorized Users and use all reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- 8.1.4 keep full and up-to-date records of all IP addresses and provide the Publisher with details of such additions, deletions or other alterations to such records as are necessary to enable the Publisher to provide Authorized Users with access to the Licensed Materials as contemplated by this License.
- 8.1.5 use reasonable endeavours to ensure that only the Authorized Users and permitted access to the Licensed Materials.

8.2 THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD THE PUBLISHER HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, COSTS, LIABILITY AND EXPENSES (INCLUDING REASONABLE LEGAL AND PROFESSIONAL FEES) ARISING OUT OF ANY CLAIM OR LEGAL ACTION TAKEN AGAINST THE PUBLISHER RELATED TO OR IN ANY WAY CONNECTED WITH ANY USE OF THE LICENSED MATERIALS BY THE LICENSEE OR AUTHORIZED USERS OR ANY FAILURE BY THE LICENSEE TO PERFORM ITS OBLIGATIONS IN RELATION TO THIS LICENSE, PROVIDED THAT NOTHING IN THIS LICENSE SHALL MAKE THE LICENSEE LIABLE FOR BREACH OF THE TERMS OF THE LICENSE BY ANY AUTHORIZED USER PROVIDED THAT THE LICENSEE DID NOT CAUSE, KNOWINGLY ASSIST OR CONDONE THE CONTINUATION OF SUCH BREACH TO CONTINUE AFTER BECOMING AWARE OF AN ACTUAL BREACH HAVING OCCURRED.

9. UNDERTAKINGS BY BOTH PARTIES

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

10. TERM AND TERMINATION

10.1 In addition to automatic termination (unless renewed) under clause 2.2, this License shall be terminated:

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

10.1.2 if the Licensee commits a wilful material and persistent breach of the Publisher's copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights or of clause 6 in respect of prohibited uses;

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

10.2 On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in clause 2.3.

10.3 On termination of this License for cause, as specified in clauses 10.1.1 and 10.1.3, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorized Users except as provided in clause 2.3.

10.4 On termination of this License by the Licensee for cause, as specified in clause 10.1.2 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

11. GENERAL

11.1 This License constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this License, whether oral or written.

11.2 Alterations to this License are only valid if they are recorded in writing and signed by both parties.

11.3 This License may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this License in respect of the management and operation of the Server, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

11.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its best endeavours to ensure that the terms and conditions of this License are maintained.

11.5 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this License or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting.

- 11.6 Neither party's delay or failure to perform any provision of this License, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this License.
- 11.7 The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.
- 11.8 Either party's waiver, or failure to require performance by the other, of any provision of this License will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.
- 11.9 This License shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of or in connection with this License will be subject to and within the jurisdiction of the courts of England.