

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
Library Premises	The physical premises of the library or libraries operated by the Licensee, as specified in Schedule 3
Participating Libraries	The list of institutions detailed in Schedule 3

1. AGREEMENT

- 1.1. In consideration of the “Fee” and subject to the terms and conditions of this Licence the Licensor hereby grants the Licensee a non exclusive, non-transferable and revocable worldwide right to access the Licensed Materials and to provide access to the Licensed Materials to Authorised Users for the purposes of research, teaching and private study.
- 1.2. Where the Licensee is acting on behalf of Participating Libraries the rights and responsibilities referenced in this agreement in regard to the Licensee shall apply to all participating libraries covered under this Agreement and the Licensee warrants that it has the authority to enter into this Agreement on behalf of the Participating Libraries. However the Licensee is responsible only for the fulfilment of its individual responsibilities under this Agreement. Neither Licensee nor Participating Library shall be liable for any breach or default of another Participating Library.

2. USAGE

- 2.1. Throughout the term of this license and subject to clause 3 the Licensee may;
 - 2.1.1. Make such back up copies of the Licensed Material as is reasonable to ensure Authorised Users can easily access the Licensed Material.
 - 2.1.2. Incorporate parts of the Licensed Materials for Authorise Users in printed and electronic course packs, study packs and resource and reading lists to be used in the instruction of courses or in a Virtual or Managed Learning Environment including eReserves but not including the open web provided that the appropriate copyright acknowledgement is provided.
 - 2.1.3. The Licensee may, subject to clause 3 below, fulfil Inter Library Loan requests for Perpetual Licensed Materials whether by post or fax or secure transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing, 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 Perpetual Licensed Materials.
 - 2.1.4. The licensee may not fulfil interlibrary loan requests for non-Perpetual Licensed Materials
 - 2.1.5. Use metadata to manage library operations.
 - 2.1.6. Allow its Authorised Users to;
 - 2.1.6.1. browse, search, retrieve, display, download, print and store individual chapters for scholarly research, educational and personal use as long as such use in accordance with Fair Dealing principles of English and International copyright Law.

- 2.1.6.2. Copy and store single copies of a reasonable number of chapters. Copying and storing entire books by authorised users is not permitted
 - 2.1.6.3. obtain remote access to the License Materials through secure access procedures established by the Licensee.
 - 2.1.6.4. send single chapters to research colleagues outside of the institution of the Participating Library for the purposes of non commercial educational and scholarly use.
 - 2.1.6.5. use a reasonable portion of the Licensed Materials in the preparation of course packs or other educational materials including e-Reserves and access controlled websites.
- 2.1.7. 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

3. PROHIBITED USE

- 3.1. Authorised Users and Licensees are prohibited;
- 3.1.1. Sell, resell, sublicense, rent or hire, transfer or Commercial Use of the Licensed Materials
 - 3.1.2. remove or alter the authors' names or the Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
 - 3.1.3. 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
 - 3.1.4. 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, except where expressly permitted by this License;
 - 3.1.5. 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.
 - 3.1.6. 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 without the Licensor's Express Permission

4. ARCHIVAL RIGHTS

- 4.1. The Licensor recognises the right of the Participating Library to own and possess in perpetuity their Perpetual Licensed Materials as described in this Agreement and listed in Schedule 1 and 2.
- 4.2. Licensee may make one electronic copy of all the Perpetual-Licensed Materials as well as one print copy, from electronic versions of the Perpetual Licensed Materials detailed in Schedule 3 to be maintained as a backup for Archival purposes. Use of CLOCKSS or equivalent technology is also permitted.

In the event that the Licensee terminates this Agreement the Licensee may obtain continuing access to Perpetual Licensed Materials by electing to pay an administrative fee for an archival digital copy of Perpetual Licensed Materials on a mutually agreed upon digital storage medium.

4.3. The licensee may not back up or make archival copies of non-Perpetual Licensed Materials

5. LICENSEE'S OBLIGATIONS

5.1. The Licensee will;

- 5.1.1. comply with all computer security procedures agreed with the Licensor and implement reasonable measures to prevent unauthorised access to or use of the Licensed Material
- 5.1.2. issue passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not disclose passwords or other access information to any third party;
- 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 Licence Agreement;
- 5.1.4. use all reasonable efforts to monitor compliance and notify the Licensor immediately and provide full details upon becoming aware of any unauthorised use of any of the Licensee's or Authorised Users' passwords or of any material breach by an Authorised User of the terms of this Licence Agreement.
- 5.1.5. The Licensee shall promptly and diligently investigate any such breach and initiate disciplinary procedures in accordance with the Licensee's standard practice and shall use all reasonable effort to bring an end to the breach as quickly as possible, to mitigate its effect and to prevent any recurrence;
- 5.1.6. keep the Licensor informed of all valid IP addresses and other information required by the Licensor in order to make the Licensed Material available as set out in this Licence Agreement;

6. FEES

6.1. Licensee agrees to make payment to Edward Elgar Publishing for the use of Licensed Materials as set out in Schedule 1 and Schedule 2 and new Schedules to this License that may be agreed by the parties from time to time.

7. LICENSOR OBLIGATIONS

- 7.1. The Licensor warrants that it has the power and authority to enter into this agreement and to grant the rights contained herein and that it is the owner or the lawful licensee of the Licensed Materials and that they do not infringe any copyright patent trademark or any other proprietary right of any third party. The Licensor 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 Licensor shall;
 - 7.2.1. make the Licensed Materials available to the Licensee and Authorised Users via the Licensor's platform in format and method described in Schedule 1

- 7.2.2. make the Licensed Material available as described in Schedule 1 for twenty four hours a day save for routine maintenance which the Licensor shall insofar as possible notify the Licensee in advance
- 7.2.3. restore access to the Licensed Material as soon as possible in the event of an outage, interruption or suspension of the service.
- 7.2.4. Offer reasonable levels of customer continuing support to assist the Licensee in use of the Licensed Materials. Licensor will make personnel available during normal business hours in Northampton Massachusetts USA or Cheltenham, United Kingdom for feedback problem solving or general questions from the Participating Library representatives.
- 7.2.5. The Licensor 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. The Licensor shall give written notice to the Licensee of such withdrawal.

8. ACKNOWLEDGMENT OF COPYRIGHT

- 8.1. The License acknowledges that all copyright, patent, trademark, database rights and all other intellectual property rights in or relating to the Licensed Materials are the sole property of the Licensor and that this License does not in any way give rise to any right title or interest in the Licensed Materials except as laid forth in this agreement.

9. REPRESENTATION WARRANTIES AND INDEMNITIES

- 9.1. EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE, THE LICENSOR 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'.
- 9.2. EXCEPT AS PROVIDED IN CLAUSE 5.1, UNDER NO CIRCUMSTANCES SHALL THE LICENSOR 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 LICENSOR'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 LICENSOR 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.
- 9.3. THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD THE LICENSOR 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 LICENSOR 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.

10. TERM AND TERMINATION

- 10.1. This License shall be terminated if;
 - 10.1.1. the Licensee defaults in making payment of the Fee as provided in this License and fails to remedy such default within thirty (30) days of notification in writing by the Licensor
 - 10.1.2. either party commits a material or persistent breach of any term of this License and fails to remedy the breach if capable of remedy within thirty (30) days of notification in writing by the Licensee;
 - 10.1.3. the Licensee commits a wilful material and persistent breach of the Licensor's copyright or other intellectual property rights or of the provisions of clause 2 in respect of usage rights or of clause 3 in respect of prohibited uses;
- 10.2. On termination all rights and obligations of the parties automatically terminate except for obligations set out in clauses 2,3, 4 and 5 in respect of Licensed Materials to which access continues to be permitted through digital archival copies.
- 10.3. On termination of this License for cause, as specified in clauses 10.1, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorized Users

11. GENERAL

- 11.1. This License Agreement constitutes the entire full and complete understanding between the parties and supersedes all prior arrangements and undertaking whether written or oral.
- 11.2. Alterations to this License and to the Schedules 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
- 11.4. If rights in all or any part of the Licensed Materials are assigned to another Licensor, the Licensor 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. All amounts payable by licensee shall be exclusive of any VAT, sales taxes, other taxes or government fees or levies

11.10. 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 and Wales.

AS WITNESS the hands of the duly authorized representatives of the parties the day and year below first written

FOR THE LICENSOR: [FULL NAME]

Name (in block capitals: _____

Date: _____

Position / Title: _____

FOR THE LICENSEE: [FULL NAME]

Name (in block capitals: _____

Date: _____

Position / Title: _____

SCHEDULE 1 LICENSED MATERIALS AND FEES

A schedule dated [date] to the License dated [date] between [Licensor] and [Licensee]

THE PERPETUAL LICENSED MATERIALS

Title	Format	Fee	Schedule
Economics 2011 collection. List of titles detailed in Appendix A to Schedule 1	A mix of XML and PDF file formats	Eg £xx	November 1 st 2012
		e.g. xx% of published US hardback list price at time of publication.	
Economics 2013 Frontlist collection, containing all books in the Economics Subject set with 2013 copyright date	A mix of PDF and XML file formats	Initial invoice amount: £xx A final invoice or credit note will be issued in the 4 th quarter of 2013 for the outstanding balance and final list of titles, once publisher confirms details of books to be published with 2013 copyright date.	Titles to be made available as soon as reasonably possible on publication of print versions

THE NON-PERPETUAL LICENSED MATERIALS

Title	Format	Fee	Schedule
Law collection 2010 and before	A mix of XML and PDF file formats	£xx	November 1 st 2012 Access expires on termination of this agreement
Business and Management Handbook collection annual subscriptions	A mix of XML and PDF	Annual subscription for 2013: £xx	November 1 st 2012 Access expires December 31 st 2013

ANNUAL HOSTING AND MAINTENANCE FEE

Annual Hosting and Maintenance Fee: £200

The Annual Hosting and Maintenance Fee will be waived in the event that the Licensee purchases over the value of £1000 with Edward Elgar Publishing in the previous two calendar years or the Licensee has a current subscription to any Edward Elgar Publishing Journal or other electronic product.

The Annual Hosting and Maintenance Fees will be invoiced annually on January 1st.

PAYMENT TERMS

Invoices shall be due and payable no later than (30) days after being issued by Edward Elgar Publishing

ACCESS METHOD

- Authentication via User ID/password and IP Address
- Authentication via IP address
- Authentication via Athens / Shibboleth:

AS WITNESS the hands of the duly authorized representatives of the parties the day and year below first written

FOR THE PUBLISHER: [FULL NAME]

Name (in block capitals: _____

Date: _____

Position / Title: _____

FOR THE LICENSEE: [FULL NAME]

Name (in block capitals: _____

Date: _____

Position / Title: _____

SCHEDULE 2 – LIST OF TITLES

ECONOMICS 2010 COLLECTION

eISBN	Title
9781849801997	International Handbook on the Economics of Energy
etc	

SCHEDULE 3 – PARTICIPATING LIBRARIES