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- 15.2.1 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;
- 15.2.2 if the Licensee commits a material and/or persistent breach of any term of this Licence, including but not limited to a 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;
- 15.2.3 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.
- 15.3 On termination or expiry of this Licence pursuant to clause 15.1, 15.2.1 or 15.2.3, 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 9.5.
- 15.4 On termination of this Licence by Publisher for cause, as specified in clauses 15.2.2 and 15.2.3, the Licensee shall immediately cease to distribute, or make available, the Licensed Materials to Authorised Users and shall return to the Publisher or destroy all Licensed Materials.
- 15.5 On termination of this Licence by the Licensee for cause, as specified in clause 15.2.1 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

## **16 OTHER TERMS AND CONDITIONS**

- 16.1 In addition to the terms contained in this Licence, if and to the extent that the Licensee or their Authorised Users access the Licensed Materials via the Online Services, Licensee acknowledges that use of the Licensed Materials shall also be subject to the Online Service Terms and Conditions of Use (the "OnlineTerms"). The Online Terms can be viewed at <http://www.tandfonline.com/page/terms-and-conditions> and that by accessing and using the Licensed Materials, Licensee acknowledges that they will be accepting and agreeing to be bound by them. In the event of conflict of the terms of this Licence and the provisions of the Online Terms, the terms of this Licence shall take precedence.

## **17. GENERAL**

- 17.1 With the exception of the Informa Terms or any other relevant terms and conditions referred to therein, this Licence constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Licence, whether oral or written.



- 17.2 Alterations to this Licence are only valid if they are agreed to in writing in advance by both parties. In addition, the relevant version of this Licence will be that currently in force and available at [www.tandf.co.uk/journals/pdf/terms.pdf](http://www.tandf.co.uk/journals/pdf/terms.pdf) on the date that any subscription or renewal is requested by Licensee.
- 17.3 This Licence may not be assigned by the Licensee to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this Licence in respect of the Agent and the management and operation of the Server, without the prior written consent of the other party, whose consent shall not unreasonably be withheld. Licensor shall be entitled to assign, sub-licence, subcontract or otherwise dispose of its rights and obligations under this Licence to any other person or company.
- 17.4 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 Licence 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.
- 17.5 Neither party's delay or failure to perform any provision of this Licence, 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 Licence.
- 17.6 Except in respect of a payment obligation, neither party will be held liable for any failure to perform any obligation to the other due to a Force Majeure Event provided the affected party notifies the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement as soon as reasonably possible after the start of the Force Majeure Event. The affected party shall make all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. As soon as reasonably possible after the end of the Force Majeure Event, the affected party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement. If the Force Majeure Event continues for more than three months starting on the day the Force Majeure Event starts, either party may terminate this Agreement by giving not less than 30 days' notice in writing to the other party. For the purpose of this clause 17.6, "Force Majeure Event" means an event beyond the reasonable control of the affected party including strike, lock-out, labour dispute, act of God, war, riot, acts of terrorism, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, illness or disease.
- 17.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.

17.8 Either party's waiver, or failure to require performance by the other, of any provision of this Licence 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.

17.9 Clauses 12.1 and 12.2 shall survive the termination of this Licence.

17.10 This Licence 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 Licence will be subject to, and within, the jurisdiction of the courts of England.

END OF LICENCE

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**TAYLOR & FRANCIS:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Authorised Signatory  
Informa UK Limited (trading as Taylor & Francis)

Print \_\_\_\_\_ Name: \_\_\_\_\_

Title:  
Address:  
Telephone No:  
Facsimile:  
E-mail:

\*\*\*\*\*;

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Authorised signatory

\*\*\*\*\*

Print \_\_\_\_\_ Name: \_\_\_\_\_

Title:  
  
Address:  
Telephone No:  
Facsimile:  
E-mail:

## **SCHEDULE 1**

### **Licensed Materials: Subscriptions**

The online version of the following journal(s) (the “**Products**”):

Core Subscriptions [specify if Print plus Online or Online only] identified for the Licensee as of [insert date].

AND (IF APPLICABLE)

Non-Core Subscriptions [specify if Print plus Online or Online only] holdings identified for the Licensee as of [insert date].

Should Publisher later identify Core Subscriptions held by the Licensee after the signing of this Agreement, Publisher reserves the right to invoice the Licensee for these Core Subscriptions. This also applies to duplicate Core Subscriptions held at any other Licensed Premises if set out in Schedule 3, and therefore covered by this Licence, or Core Subscriptions that were previously held from other Publishers that we have acquired and are now part of the Licensed Content in Schedule 2 (S&T Library, SSH Library, Medical Library or Subject Collection) as applicable.

## SCHEDULE 2

### Licensed Materials: Licensed Content

The electronic versions of the following Products (included in the S&T Library, SSH Library, Medical Library, Subject Collection or Online Archive Package): [Insert list of titles in the package purchased here]

Where the Licensee has purchased a Licensed Content Product, the Licensee shall be entitled to access, for the duration of the Subscription Period, the Licensed Content in that Product published:

1. during the then-current volume year; and
2. (without additional charge) at any point during the 20 years preceding the then-current calendar year, on a rolling basis.

In the S&T Library, SSH Library, Medical Library or Subject Collection journals are included on a temporary free trial basis where the current volume number is 1 & 2. Journals with current volume numbers between 3 and 7 inclusive are excluded and available through the purchase of the FRESH Collection.

## SCHEDULE 3

### Library Premises

#### SINGLE SITE LICENCE

The license granted hereunder is a single site license, a “Single Site”, being the physical premises of the library or libraries operated by the Licensee at a single site. A single site is a single contiguous geographic region from within which the Licensee’s “Authorised Users” and public visitors can access the Licensed Materials over a secure network. A typical single site would have a single billing address for all subscription purchases and all physical locations accessing the Licensed Materials would be located on the same physical campus.

The Single Site licensed hereunder is as follows:

Name of library:

Address:

IP range(s)/address(es):

PLEASE NOTE: If the Licensee maintains or provides service to users that are:

- (i) outside one single geographical contiguous location, which for the avoidance of doubt includes but is not limited to separate branches or departments that operate independently;
- (ii) within multiple departments that operate independently of the parent institution; and/or
- (iii) within related or unrelated institutions/agencies/libraries who may or may not share administrative structure, networks or IP address ranges,

then the Licensee may need to obtain a multi-site or consortium licence, and any use by the Licensee of the Licensed Materials provided under this License outside of the Licensed Single Site shall be a material breach of this License and the Publisher reserves the right, at its sole discretion, to suspend the Licensee’s access to Licensed Materials while a multi-site or consortium licence is put in place between the parties, or to exercise its rights granted in clause 15 of the License.

*OR*

[The license granted hereunder is a multi-site license, a “Multi-Site Institution” being:

[A non-contiguous site i.e. a single institution with separate branches or departments that operate independently and may or may not share IP addresses and/or network services with the Licensee] OR [Multiple departments that operate independently of the Licensee, but may be located in the same building or on the same campus and may or may not share IP addresses and/or network services with the Licensee] OR [affiliates, partners or franchises that may or may not operate independently of the Licensee and may or may not be located on the same site and may or may not share IP addresses and/or network services with another site *[DELETE AS APPROPRIATE]*

The Multi Site Institution licensed hereunder is as follows:

Description of multi-site institution:

Licensed premises:

IP ranges/addresses:]

OR

[The license granted hereunder is a consortial license, a “Consortium” being:

[Any group of related or unrelated institutions/agencies/libraries who may or may not share administrative structure, networks or IP address ranges, but would like communal access to online subscriptions] OR [Any group of related or unrelated institutions/agencies/libraries who may or may not share administrative structure, networks or IP address ranges, but would like to negotiate a group price on individual subscriptions] *[DELETE AS APPROPRIATE]*

The Consortium licensed hereunder is as follows:

Description of consortium:

Licensed premises:

IP ranges/addresses:

Contact Details for Notices to Informa:

Contact Details for Notices to Licensee:

## SCHEDULE 4

### Subscription Fees

**Subscription Period:** [Insert years covered by Agreement]

**Payment Terms:** [30 days]

Any late payment of invoices shall be subject to the provisions of clause 11.

The Licensee will pay the Publisher a fee of £/\$/€ for the access and use of the Licensed Materials listed in Schedule 1 and Schedule 2.

OR

The Licensee will pay the Publisher a fee of £/\$/€ for the access and use of the Licensed Materials listed in Schedule 1 and Schedule 2 in Year 1.

Customers wishing to commit to a multiyear Agreement will benefit from the following price increase:

S&T Library: x% price increase on [Core Subscriptions/Access Fee]

SSH Library: x% price increase on [Core Subscriptions/Access Fee]

Medical Library: x% price increase on [Core Subscriptions/Access Fee]

**Payment Terms:** [30 days]

Any late payment of invoices shall be subject to the provisions of clause 11.

Multiyear Agreement Price [Insert Years]			
Collection	201X	201X	201X
Medical Library			
S&T Library			
SSH Library			

The Access Fee for access to the Licensed Content is based on Core Subscriptions taken by the Licensee in 201X. Should the number of subscriptions be reduced during the period of this Agreement, the Publisher will increase the Access Fee to take full account of the cancelled Core Subscriptions. The Licensee acknowledges that the Access Fee is based upon the maintenance and renewal of all Core Subscriptions held by the Licensee and any other Library Premises that may be set out in Schedule 3.