CONSORTIUM CURRENT CONTENT AGREEMENT (ANNUAL)

**COMMERCIAL TERMS**

1. EFFECTIVE DATE: January 1 2014
2. PUBLISHER: THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF OXFORD trading as Oxford University Press of Great Clarendon Street, Oxford OX2 6DP, United Kingdom.
3. CONSORTIUM AGENT: University of West Bohemia / Zapadoceska univerzita v Plzni

 **of** Univerzitni 8,

306 14 Plzen, Czech Republic

for itself and as agent for each Customer, as defined below

1. CUSTOMER: Each institution named in Schedule A, as amended from time to time.
2. PUBLICATIONS: The online version of Publisher’s journals listed in Schedule B, as the same may be amended from time to time in accordance with Clause 2.3 of this Agreement.
3. SUBSCRIPTION PERIOD: a period commencing on the Effective Date and expiring on 31 December 31 2018 subject to renewal for successive 12 month periods in accordance with Clause 2.4 and Clause 4 of this Agreement.
4. CHARGES: The charges set out in Schedule C
5. CONSORTIUM AGENT CONTACT DETAILS:

Name: xxx
E-mail:  xxx
Telephone: {{contacttelephone }}
6. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the non-exclusive jurisdiction of the English courts in connection with any disputes arising under this Agreement.

The Consortium Agent represents and warrants that it is authorised to act as agent for each and every CUSTOMER.

THE PUBLISHER, THE CONSORTIUM AGENT AND EACH CUSTOMER EACH ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT, WHICH CONSISTS OF THIS SCHEDULE AND THE ATTACHED TERMS AND APPENDICES.

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| **Signed by** {{Int1\_es\_:signer1:signature}} For and on behalf of the **Publisher****Name:** {{N\_es\_:signer1:fullname}}**Position:** {{\*position\_es\_:prefill }}**Date**: {{Dte1\_es\_:signer1:date}} | **Signed by** {{Int2\_es\_:signer2:signature}} For and on behalf of the **Consortium Agent****Name**: {{N\_es\_:signer2:fullname}}**Position:** {{\*Ttl1\_es\_:signer2:title}}**Date**: {{Dte2\_es\_:signer2:date}} |

**CONSORTIUM CURRENT CONTENT AGREEMENT (ANNUAL) TERMS**

1. **DEFINITIONS**
	1. Words defined on the front page of this agreement shall have the same meaning in this Schedule. In addition,

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| "Customer Terms and Conditions" | means the standard form institutional agreement (as varied from time to time) in the form set out in Schedule D, by and subject to which the Publisher grants the Customers access to the Publications |

1. **RESPONSIBILITIES OF THE PUBLISHER**

	1. In consideration of the payment by the Consortium Agent of the Charges the Publisher agrees to provide the Customers with access to the Publications for the Subscription Period in accordance with the Customer Terms and Conditions and subject to the terms and conditions of this Agreement.
	2. The Publisher may at any time withdraw access to any Customer which is in breach of the Customer Terms and Conditions. For the avoidance of doubt any such denial of access will not entitle the Consortium Agent to any rebate of Charges.
	3. The Publisher reserves the right at any time on 30 days notice to the Consortium Agent to withdraw from the Publications content without incurring any liability to the Consortium Agent. The Publisher shall give written notice to the Customer of such withdrawal. If withdrawn material represents more than 10% of the Publications, the Publisher shall make a pro rata refund of part of the Charges, taking into account the amount of material withdrawn and the remaining un-expired portion of the Subscription Period
	4. No later than 60 days before the end of the Subscription Period or in the case of a renewed subscription the end of the period for which the subscription has been renewed ("the Renewal Date"), the Publisher will notify the Consortium Agent of the fees for renewal of this Agreement for a further twelve-month period ("Renewal Fees", together with any amendments to Schedule B (list of Journals). These fees may be higher than the Charges.

* 1. Upon payment of the Renewal Fees, this Agreement shall be extended for a further period of 12 months from the Effective Date. If the Customer does not pay the Renewal Fees by the end of the current subscription period, the Publisher may terminate this Agreement immediately.

1. **RESPONSIBILITES OF THE CONSORTIUM AGENT**
	1. In consideration of the Publisher entering into this Agreement with the Consortium Agent, the Consortium Agent agrees to pay the Publisher the Charges payable in one instalment on the date of this agreement.
	2. Payments should be made by cheque or telegraphic transfer to the Publisher's bank account listed in the invoice
	3. For the avoidance of doubt, the Consortium Agent agrees to pay the Publisher the Charges without set-off and irrespective of whether the Consortium Agent collects any payment from the Customers.
	4. The Consortium Agent shall promote and publicise the availability of the Publications to the Customer throughout the Subscription Period.
	5. The Consortium Agent shall keep up to date and maintain the access control records to be set up by the Consortium Agent in respect of the Customers.
2. **ETHICAL CONDUCT**
	1. The Consortium Agent represents and warrants that it shall not act, or omit to act, in such a way as to give rise to a breach by it, or any of its Affiliates, of any applicable law related to bribery, corruption or any related matter.
	2. The Consortium Agent represents and warrants that it shall not offer, promise, pay, give or authorise (tacitly or otherwise) any financial or other advantage, on behalf of Publisher:
3. to any person in order to induce that person improperly to perform a function or activity in connection with a business or organization, a person’s employment, or a public function; or
4. to any Official to influence that Official in connection with obtaining business or a business advantage for any of Publisher or its Affiliates.
	1. The Consortium Agent shall maintain adequate procedures designed to prevent any persons who perform services for them or on their behalf from undertaking the activities described in 4.2 above to obtain or retain business or a business advantage for them.
	2. The Consortium Agent shall promptly report any apparent breach of clauses 4.1 or 4.2 to Publisher.
	3. The Consortium Agent shall co-operate with Publisher in relation to any investigation in respect of matters relating to bribery and corruption.
	4. Publisher shall have the right to terminate this Agreement immediately on written notice, without liability, for breach of clauses 4.1 or 4.2.
	5. In this clause 4:
		1. “Official” means (a) an individual who holds a legislative, administrative, or judicial position of any kind of any country or territory, or any subdivision of any country or territory; (b) any person who performs public functions in any branch of any national, local or municipal government or who exercises a public function for any public agency or public enterprise; and (c) an official or agent of a public international organisation, such as the UN or the World Bank; and
		2. “Affiliate” shall mean, in relation to a party, a person who is, from time to time, a subsidiary or parent of that party, or is a subsidiary of that party’s parent.

* 1. The Consortium Agent shall:

maintain accurate and complete records of all expenditures related to performance of this Agreement and make such records available to Publisher, its advisors and auditors on reasonable notice;

answer, in reasonable detail, any written or oral inquiry from Publisher related to the Consortium Agent’s compliance with this clause 4; and

comply with the OUP Partner Code of Conduct, as provided to the Consortium Agent, in the execution of any services for or on behalf of Publisher.

1. **TERM AND TERMINATION**
	1. This Agreement shall commence on the Effective Date and shall expire on the final day of the Subscription Period, unless terminated pursuant to Clause 4.2 or renewed pursuant to clause 2.4.
	2. Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a written request so to do. Termination of this Agreement by the Publisher due to a breach by the Consortium Agent of Clause 3.1 above will also entitle the Publisher to terminate the access to the Publications provided hereunder irrespective of whether the Customer has made any payment to the Consortium Agent in respect thereof.
	3. Termination of the Agreement by any Customer shall not entitle the Consortium Agent to any refund of any payments made to the Publisher, provided that OUP has not committed a material breach of this Agreement, in which case OUP will repay the Consortium Agent the pro rata portion of any Charges for the balance of the Customer's Subscription Period within 30 days..
2. **REPRESENTATIONS AND WARRANTIES**
	1. The PUBLISHER represents and warrants that it has the power to enter into this Agreement and that it will carry out its obligations hereunder with reasonable skill and care.
	2. The PUBLISHER gives no warranty to the Consortium Agent, OR ANY CUSTOMER, express or implied, and makes no representation that (i) the PUBLICATIONSwill be suitable for any particular purpose or for any particular use under specified conditions, notwithstanding that such purpose, use, or conditions may be known to the PUBLISHER; nor (ii) that the PUBLICATIONS will operate error free.
	3. In no circumstances will the PUBLISHER be liable to the Consortium Agent, OR ANY CUSTOMER, or any third party 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.
	4. In no circumstances will the PUBLISHER be liable to the Consortium Agent, OR ANY CUSTOMER, or any third party for any consequential, incidental, special or indirect damages including, without limitation, damages for loss of data or corruption of data, loss of programs, loss of business or goodwill, or other damages or losses of any nature arising out of the ACCESS of, or inability to ACCESS the PUBLICATIONS.
	5. THE CONSORTIUM AGENT AND EACH CUSTOMER AGREE THAT THE ENTIRE LIABILITY OF PUBLISHER TO THE CONSORTIUM AGENT, CUSTOMER, OR AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS SHALL BE THE REFUND OF ANY CHARGES PAID TO THE PUBLISHER UNDER THIS AGREEMENT.
	6. The Consortium Agent warrants and represents to the PUBLISHER that it has notified each of the CUSTOMERS that access to the PUBLICATIONS can only be provided by the PUBLISHER on the terms of the CUSTOMER Terms and Conditions in the form attached at SCHEDULE D and that each of the CUSTOMERS had been provided with a copy of the CUSTOMER Terms and Conditions prior to the Effective Date.
3. **GENERAL**
	1. This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights or obligations under it may be assigned or sublicensed without written consent of the Publisher.
	2. The Publisher shall not be liable to the Consortium Agent or any Customer for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
	3. All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to the Publisher shall be marked for the attention of the Sales Director, Oxford Journals, with a copy to the Group Legal Director. All notices to the Consortium Agent shall be marked for the attention of the contact named in the cover page of this Agreement.
	4. This Agreement constitutes the entire agreement of the parties about its subject matter supersedes any previous agreement or arrangement between the parties and may not be amended or modified except by agreement in writing signed by both parties.
	5. No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
	6. The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
	7. Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

SCHEDULE A

#### CONSORTIUM MEMBERS

Masaryk university in Brno - School of Social Studies

Veveri 70
Prague
611 80
Czech Republic

Masaryk university in Brno - Faculty of Arts

Veveri 70
Prague
611 80
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Horeni 13,
Usti nad Labem
Czech Republic

Palacky University Olomouc

Univerzitni 22
Olomouc
771 11
Czech Republic

Tomas Bata University in Zlin

5139 Mostni
Zlin
Czech Republic

University of West Bohemia

Univerzitni 8
Plzen
306 14
Czech Republic

SCHEDULE B

PUBLICATIONS

**The Oxford Journals Collection: Humanities and Social Sciences 2013**

|  |  |  |
| --- | --- | --- |
| Journal | Print ISSN | Online ISSN |
| African Affairs | 0001-9909 | 1468-2621 |
| American Law and Economics Review | 1465-7252 | 1465-7260 |
| American Literary History | 0896-7148 | 1468-4365 |
| Applied Linguistics | 0142-6001 | 1477-450X |
| The British Journal for the Philosophy of Science | 0007-0882 | 1464-3537 |
| The British Journal of Aesthetics | 0007-0904 | 1468-2842 |
| The British Journal of Criminology | 0007-0955 | 1464-3529 |
| The British Journal of Social Work | 0045-3102 | 1468-263X |
| Cambridge Journal of Economics | 0309-166X | 1464-3545 |
| The Cambridge Quarterly | 0008-199X | 1471-6836 |
| Community Development Journal | 0010-3802 | 1468-2656 |
| Contributions to Political Economy | 0277-5921 | 1464-3588 |
| Early Music | 0306-1078 | 1741-7260 |
| ELT Journal | 0951-0893 | 1477-4526 |
| The English Historical Review | 0013-8266 | 1477-4534 |
| Essays in Criticism | 0014-0856 | 1471-6852 |
| European Journal of International Law | 0938-5428 | 1464-3596 |
| European Review of Agricultural Economics | 0165-1587 | 1464-3618 |
| European Sociological Review | 0266-7215 | 1468-2672 |
| Forum for Modern Language Studies | 0015-8518 | 1471-6860 |
| French History | 0269-1191 | 1477-4542 |
| History Workshop Journal | 1363-3554 | 1477-4569 |
| Holocaust and Genocide Studies | 8756-6583 | 1476-7937 |
| Industrial and Corporate Change | 0960-6491 | 1464-3650 |
| Industrial Law Journal | 0305-9332 | 1464-3669 |
| International Journal of Law, Policy and the Family | 1360-9939 | 1464-3707 |
| International Journal of Law and Information Technology | 0967-0769 | 1464-3693 |
| International Journal of Lexicography | 0950-3846 | 1477-4577 |
| International Journal of Public Opinion Research | 0954-2892 | 1471-6909 |
| International Journal of Refugee Law | 0953-8186 | 1464-3715 |
| Journal of African Economies | 0963-8024 | 1464-3723 |
| The Journal of Deaf Studies and Deaf Education | 1081-4159 | 1465-7325 |
| Journal of Design History | 0952-4649 | 1741-7279 |
| Journal of Environmental Law | 0952-8873 | 1464-374X |
| Journal of Economic Geography | 1468-2702 | 1468-2710 |
| Journal of the History of Collections | 0954-6650 | 1477-8564 |
| Journal of International Economic Law | 1369-3034 | 1464-3758 |
| Journal of Islamic Studies | 0955-2340 | 1471-6917 |
| The Journal of Law, Economics, and Organization | 8756-6222 | 1465-7341 |
| Journal of the History of Medicine and Allied Sciences | 0022-5045 | 1468-4373 |
| Journal of Refugee Studies | 0951-6328 | 1471-6925 |
| Journal of Semantics | 0167-5133 | 1477-4593 |
| Journal of Semitic Studies | 0022-4480 | 1477-8556 |
| The Journal of Theological Studies | 0022-5185 | 1477-4607 |
| The Library | 0024-2160 | 1744-8581 |
| Digital Scholarship in the Humanities | 0268-1145 | 1477-4615 |
| Literature and Theology | 0269-1205 | 1477-4623 |
| Medical Law Review | 0967-0742 | 1464-3790 |
| Mind | 0026-4423 | 1460-2113 |
| Music and Letters | 0027-4224 | 1477-4631 |
| The Musical Quarterly | 0027-4631 | 1741-8399 |
| Notes and Queries | 0029-3970 | 1471-6941 |
| The Opera Quarterly | 0736-0053 | 1476-2870 |
| Oxford Art Journal | 0142-6540 | 1741-7287 |
| Oxford Economic Papers | 0030-7653 | 1464-3812 |
| Oxford Journal of Legal Studies | 0143-6503 | 1464-3820 |
| Oxford Review of Economic Policy | 0266-903X | 1460-2121 |
| Parliamentary Affairs | 0031-2290 | 1460-2482 |
| Past & Present | 0031-2746 | 1477-464X |
| Refugee Survey Quarterly | 1020-4067 | 1471-695X |
| The Review of English Studies | 0034-6551 | 1471-6968 |
| The Review of Financial Studies | 0893-9454 | 1465-7368 |
| Screen | 0036-9543 | 1460-2474 |
| Social History of Medicine | 0951-631X | 1477-4666 |
| Social Politics: International Studies in Gender, State & Society | 1072-4745 | 1468-2893 |
| Social Science Japan Journal | 1369-1465 | 1468-2680 |
| Statute Law Review | 0144-3593 | 1464-3863 |
| Twentieth Century British History | 0955-2359 | 1477-4674 |
| French Studies | 0016-1128 | 1468-2931 |
| Modern Judaism - A Journal of Jewish Ideas and Experience | 0276-1114 | 1086-3273 |
| Journal of Conflict and Security Law | 1467-7954 | 1467-7962 |
| Journal of the American Academy of Religion | 0002-7189 | 1477-4585 |
| International Relations of the Asia-Pacific | 1470-482X | 1470-4838 |
| Law, Probability and Risk | 1470-8396 | 1470-840X |
| The Year's Work in Critical and Cultural Theory | 1077-4254 | 1471-681X |
| The Year's Work in English Studies | 0084-4144 | 1471-6801 |
| The World Bank Economic Review | 0258-6770 | 1564-698X |
| The World Bank Research Observer | 0257-3032 | 1564-6971 |
| International Journal of Constitutional Law | 1474-2640 | 1474-2659 |
| Socio-Economic Review | 1475-1461 | 1475-147X |
| Journal of Public Administration Research and Theory | 1053-1858 | 1477-9803 |
| Journal of International Criminal Justice | 1478-1387 | 1478-1395 |
| Journal of Financial Econometrics | 1479-8409 | 1479-8417 |
| Public Opinion Quarterly | 0033-362X | 1537-5331 |
| Philosophia Mathematica | 0031-8019 | 1744-6406 |
| Human Rights Law Review | 1461-7781 | 1744-1021 |
| Journal of Competition Law & Economics | 1744-6414 | 1744-6422 |
| Chinese Journal of International Law | 1540-1650 | 1746-9937 |
| Publius: The Journal of Federalism | 0048-5950 | 1747-7107 |
| Journal of Intellectual Property Law & Practice | 1747-1532 | 1747-1540 |
| CESifo Economic Studies | 1610-241X | 1612-7501 |
| Capital Markets Law Journal | 1750-7219 | 1750-7227 |
| The Chinese Journal of International Politics | 1750-8916 | 1750-8924 |
| Review of Environmental Economics and Policy | 1750-6816 | 1750-6824 |
| Literary Imagination | 1523-9012 | 1752-6566 |
| Trusts & Trustees | 1363-1780 | 1752-2110 |
| Policing: A Journal of Policy and Practice | 1752-4512 | 1752-4520 |
| Cambridge Journal of Regions, Economy and Society | 1752-1378 | 1752-1386 |
| International Journal of Transitional Justice | 1752-7716 | 1752-7724 |
| Review of Finance | 1572-3097 | 1573-692X |
| Contemporary Women's Writing | 1754-1476 | 1754-1484 |
| Adaptation | 1755-0637 | 1755-0645 |
| German History | 0266-3554 | 1477-089X |
| The Journal of World Energy Law & Business | 1754-9957 | 1754-9965 |
| Christian bioethics: Non-Ecumenical Studies in Medical Morality | 1380-3603 | 1744-4195 |
| The Journal of Medicine and Philosophy: A Forum for Bioethics and Philosophy of Medicine | 0360-5310 | 1744-5019 |
| The Oral History Review | 0094-0798 | 1533-8592 |
| Public Health Ethics | 1754-9973 | 1754-9981 |
| Reports of Patent, Design and Trade Mark Cases | 0080-1364 | 1756-1000 |
| English: Journal of the English Association | 0013-8215 | 1756-1124 |
| The Journal of Hindu Studies | 0000-0000 | 1756-4263 |
| Analysis | 0003-2638 | 1467-8284 |
| The Leo Baeck Institute Year Book | 0075-8744 | 1758-437X |
| Journal of Human Rights Practice | 1757-9619 | 1757-9627 |
| ISLE: Interdisciplinary Studies in Literature and Environment | 1076-0962 | 1759-1090 |
| Classical Receptions Journal | 1759-5134 | 1759-5142 |
| Sociology of Religion | 1069-4404 | 1759-8818 |
| Applied Economic Perspectives and Policy | 2040-5790 | 2040-5804 |
| American Journal of Agricultural Economics | 0002-9092 | 1467-8276 |
| Journal of Church and State | 0021-969X | 2040-4867 |
| Journal of European Competition Law & Practice | 2041-7764 | 2041-7772 |
| Environmental History | 1084-5453 | 1930-8892 |
| The Quarterly Journal of Economics | 0033-5533 | 1531-4650 |
| The Review of Asset Pricing Studies | 2045-9920 | 2045-9939 |
| The Review of Economic Studies | 0034-6527 | 1467-937X |
| Journal of American History | 0021-8723 | 1945-2314 |
| OAH Magazine of History | 0882-228X | 1938-2340 |
| International Data Privacy Law | 2044-3994 | 2044-4001 |
| The Review of Corporate Finance Studies | 2046-9128 | 2046-9136 |
| Journal of Social History | 0022-4529 | 1527-1897 |
| European Review of Economic History | 1361-4916 | 1474-0044 |
| Social Forces | 0037-7732 | 1534-7605 |
| Social Work | 0037-8046 | 1545-6846 |
| Social Work Research | 1070-5309 | 1545-6838 |
| Children & Schools | 1532-8759 | 1545-682X |
| Health & Social Work | 0360-7283 | 1545-6854 |
| Science and Public Policy | 0302-3427 | 1471-5430 |
| Research Evaluation | 0958-2029 | 1471-5449 |
| ICSID Review - Foreign Investment Law Journal | 0258-3690 | 2049-1999 |
| The American Historical Review | 0002-8762 | 1937-5239 |
| Diplomatic History | 0145-2096 | 1467-7709 |
| MELUS | 0163-755X | 1946-3170 |
| The Philosophical Quarterly | 0031-8094 | 1467-9213 |

### SCHEDULE C

CHARGES

|  |  |
| --- | --- |
| **Year** | **Amount** |
| 2014 | xx  |
| 2015 | xxx |
| 2016 | xxx |
| 2017 | xxx |
| 2018 | xxx |
| 2014 - 2018 | **£300,482.00** |

For the purposes of the following clauses, "Standard Rate Subscription" shall mean a full rate institutional subscription taken out by a Customer directly with the Publisher (i.e. not via a Consortium).

1. The Charges are conditional on each Customer retaining any Standard Rate Subscription that it held directly with the Publisher in the year preceding the Effective Date.
2. If a Customer fails to renew any Standard Rate Subscription or replace such any Standard Rate Subscription with Standard Rate Subscription of an equal or higher value, then the Charges will be increased by an amount equivalent to the online-only subscription rate current at the time of the Effective Date for each cancelled Standard Rate Subscription.
3. For the avoidance of doubt, Clause 2 above shall not apply if a Customer has converted a Standard Rate Subscription to an online-only model rate subscription.

### SCHEDULE D

### CUSTOMER TERMS AND CONDITIONS

1. **DEFINITIONS**

Words and phrases previously defined in this Agreement shall have the same meaning in this Schedule and the following expressions shall have the following meanings:

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| "Authorised User" | shall mean an individual who is authorised by the Customer to access the Customer's information services available through the Customer's Secure Network and who is (i) affiliated with the Customer as a current student, library patron, employee, or (ii) physically present on the Customer's premises; |
| "Commercial Use" | shall mean use for the purposes of monetary reward (whether by or for the Customer, an Authorised User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Publications; |
| "Online Registration Materials" | shall mean the registration materials appearing at <https://access.oxfordjournals.org/oup/login/local.do> required to be submitted by the Customer before the Customer can access the Publications; |
| "Publisher Trademarks" | shall mean the designations OXFORD, and OXFORD UNIVERSITY PRESS; |
| "Material" | shall mean any abstract, article, index, advertising or other material contained in the Publications and accessed online; |
| "Password(s)" | shall mean any password(s) created in the Online Registration Materials and any other passwords required by Authorised Users to access the Secure Network; |
| "Secure Network" | shall mean a network (whether a stand alone network or a virtual network within the Internet) which is only accessible to Authorised Users. A cache server or any server or network which can be accessed by unauthorised users is not a secure network for these purposes; |
| "Server" | shall mean either Publisher's server or a third party server designated by Publisher on which the Publications are mounted and through which the Customer and its Authorised Users may gain access to the Publications by means of the World Wide Web. |

1. **GRANT OF ACCESS, PERMITTED USE AND LIMITATIONS ON USE**
	1. The Customer shall be entitled to do the following on a non-exclusive and non-transferable basis for the Subscription Period, and to allow Authorised Users to do so, for the purposes of research, teaching, and private study:

		1. access the Server by means of a Secure Network in order to search the Publications and to view, retrieve, and display portions thereof;
		2. save and print out single copies of portions of the Publications;
		3. incorporate links to the Publications in electronic course packs and course management systems for use in connection with courses offered by the Customer for academic credit provided that no person other than an Authorised User may use such links;
		4. transmit links to single journal articles to other Authorised Users; and
		5. provide print or electronic copies of all or any part of the Publications to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval and/or trademark applications or other regulatory purposes in respect of the Customer's products or services.
	2. For the avoidance of doubt the Customer and Authorised Users may not:

		1. remove or alter Publisher's copyright notices or other means of identification or disclaimers as they appear in the Publications;
		2. systematically make printed or electronic copies of multiple portions of the Publications for any purpose;
		3. display or distribute any part of the Publications on any electronic network, including without limitation, the Internet and the World Wide Web, other than the Secure Network;
		4. permit anyone other than Authorised Users to access or use the Publications;
		5. use all or any part of the Publications for any Commercial Use.
	3. Where the Customer is an academic library, or part of a non-commercial organisation, then notwithstanding any restriction in clause 2.2, the Customer may, on a non-exclusive basis, supply (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted after printing) to an another academic library in the same country as the Customer or library which is part of a non-commercial organisation in the same country as the Customer, for the purposes supplying an authorised user of the recipient library with a single paper copy of an electronic original of an individual document from a journal included in the Publications for the purpose of research or private study and not for commercial use. The Publisher may request reports in respect of the Customer's use of the Publications in such inter-library loans, provided the confidentiality of user data shall be maintained.

	If the Customer is located in the United States of America, the Customer agrees to fulfil such requests in compliance with Section 108 of the United States Copyright Law (17 USC ¶108, "Limitations on exclusive rights: reproduction by libraries and archives") and with guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines) from time to time, the text of which is available as part of the US Copyright Office Circular 21.
	4. Subject to Clause 2.5 and notwithstanding the expiry of the Subscription Period the Customer shall be entitled to continuing access to those Publications that were published for the first time during the Subscription Period on the same terms as this Agreement, provided that the Customer shall pay any relevant hosting fees.
	5. If the Publisher ceases to hold the publication rights of any of the Publications, and is no longer able to provide the access described in 2.4, the Publisher shall make all reasonable efforts to ensure that continuing access is provided either:
		1. by the new publisher of the relevant Publication; or
		2. through Portico, CLOCKSS, or a similar 3rd party archive and in such case the Publisher shall provide all relevant details of the Customer to the 3rd party in order to enable access to the 3rd party archive by the Customer. Such access will be subject to Customer fulfilling the 3rd party's terms and condition for access ; or
		3. by providing the Customer with an electronic copy of the relevant Publications for the purpose of local hosting by the Customer.
2. **RESPONSIBILITIES OF THE CUSTOMER**
	1. The Customer will provide all identifying information relating to the Customer and its Authorised Users required by the Online Registration Materials. The Customer acknowledges that access to the Publications under this Agreement is conditional upon the Customer completing the Online Registration Materials. The Customer will amend the Online Registration Materials promptly following any additions, deletions or other alterations to the information supplied.
	2. The Customer will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access the Publications online via the Customer's Secure Network.
	3. The Customer shall:

		1. be responsible for the confidentiality and all use of the Password(s);
		2. use all reasonable efforts to ensure that only Authorised Users are permitted access to the Publications by means of the Customer's Secure Network; and
		3. ensure that all Authorised Users are made aware of that the Publications are protected by copyright and the Authorised Users' use of the Publications is subject to the restrictions and obligations contained in this Agreement .
	4. The Customer will notify Publisher immediately if it becomes aware of any of the following: (a) any loss or theft of the Password(s); (b) any unauthorised use of any of the Password(s); or (c) any breach by an Authorised User of the terms of this Agreement
	5. The Customer shall notify Publisher promptly (i) of the facts and circumstances surrounding any unauthorised access, possession, or use of the Publications, or Publisher intellectual property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Publications infringes an intellectual property or proprietary right of any third party.
	6. Upon becoming aware of any breach of the terms of this Agreement by an Authorised User, the Customer shall promptly initiate disciplinary procedures in accordance with the Customer's standard practice.
3. **RESPONSIBILITIES OF PUBLISHER**
	1. Publisher shall provide the Customer with a customer number necessary to enable the Customer to submit the Online Registration Materials.
	2. Publisher shall use all reasonable efforts:

		1. to make the Publications available by means of the World Wide Web to the Customer throughout the Subscription Period;
		2. to ensure that the Server has sufficient capacity and rate of connectivity to provide the Customer with a quality of service consistent with current standards in the World Wide Web on-line information provision industry;

* + 1. to restore access to the Publications as soon as possible in the event of an interruption or suspension of the service.
	1. Publisher agrees to make available to the Customer a monthly COUNTER compliant usage report throughout the Subscription Period detailing the level of use of the Publications by the Customer's Authorised Users per month, but only to the extent such monthly usage reports are made available by the party hosting the Publications on behalf of the Publisher. This report will not identify individual Authorised User usage, but will be provided in respect of the IP address range(s) given by the Customer in the Online Registration Materials as a whole. The Publisher will not be able to provide accurate usage reports if the Customer stores the Publications on any cache or proxy server, or accesses the Publications through an agent gateway.
	2. The Publisher reserves the right to withdraw from the Publications content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false, or infringing.
	3. The Publisher reserves the right to suspend access to the Publications in the event of any unauthorised use of the Publications.
1. **ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**
	1. The Customer acknowledges that all copyrights, patent rights, Publisher Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications (collectively the "Publisher Intellectual Property"), are the sole and exclusive property of Publisher and that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to access the Publications in accordance with the terms and conditions of this Agreement.
	2. The Customer acknowledges that neither it nor any Authorised User may create any derivative work based on the Publications without the prior written permission of the Publisher.
2. **REPRESENTATIONS AND WARRANTIES**
	1. PUBLISHER REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND TO GRANT THE ACCESS REFERRED TO HEREIN TO THE CUSTOMER AND THAT THE PUBLICATIONS DO NOT VIOLATE OR INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT OR CONTRACT RIGHT OF ANY THIRD PARTY.
	2. SAVE AS PROVIDED ABOVE, PUBLISHER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE PUBLICATIONS WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO PUBLISHER; OR (II) THAT THE PUBLICATIONS WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE PUBLICATIONS IS EITHER COMPLETE OR ACCURATE.
	3. IN NO CIRCUMSTANCES WILL PUBLISHER BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH 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.
	4. IN NO CIRCUMSTANCES WILL PUBLISHER BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSS OF PROFITS INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE ACCESS OF, OR INABILITY TO ACCESS THE PUBLICATIONS.
	5. THE CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF PUBLISHER TO THE CUSTOMER OR AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE PUBLICATIONS SHALL BE THE REFUND OF ANY CHARGES PAID UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IN WHICH THE CLAIM ARISES.
3. **TERMINATION**
	1. The Customer may terminate this Agreement at any time for convenience provided that no refund of any payments shall be due.
	2. Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. Without limitation, a breach by the Customer of the provisions of Clause 3.3 above would constitute a material breach of this Agreement.
4. **GENERAL**
	1. This Agreement is personal to the Customer and the access granted under it does not extend to its subsidiary or parent organisations, nor may such access be assigned by the Customer.
	2. All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Agreement, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Publisher shall be marked for the attention of the Group Legal Director. All notices to the Customer shall be marked for the attention of the person whose contact details are given in the Schedule.
	3. This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes 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 in writing signed by both parties.
	4. Neither the Customer nor the Publisher shall be responsible to the other for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.
	5. No provision in this Agreement is intended to be enforceable by any third party, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise.
	6. The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
	7. Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.