

· SITE LICENCE AGREEMENT

1. Definitions
2. Rights
3. Usage restrictions
4. Duration of license
5. Obligations of the licensor
6. Obligations of the licensee
7. The licensee's warranties
8. Limitation of the licensor's liability
9. Termination
10. Effect of termination
11. Force Majeure
12. Waiver
13. Entire Agreement
14. Severability
15. Variations
16. Governing Law and Jurisdiction

- ABOUT EUROPA WORLD
- HOW TO SUBSCRIBE
- FEEDBACK FORM
- REVIEWS
- CREDITS

Europa World Online Licence Agreement

Provided the Licensee agrees to be bound by the terms and conditions of this Licence, on completion of the Registration Details and payment of the Electronic Subscription Fee the Licensee will be granted the right to use the Licensed Material on the terms and conditions of this Licence.

1. DEFINITIONS

1.1 In this License the following words and expressions shall have the following meanings:

'Authentication System'

A password, IP address or range of IP addresses and/or other Authentication System satisfactory to the Licensor, by which the Licensee will ensure that only Authorized Users are given access to the Licensed Material electronically online.

'Authorized User'

- i) An individual who at the Effective Date or during the Licence Period:
 - a. is employed by or under contract to the Licensee (on a temporary, permanent or visiting basis), or who is studying at the Licensee's Site or off Site; or
 - b. is a registered user of the Licensee's library or information service; and
 - c. can access the Licensed Material onsite from a computer terminal on the Licensee's Secure Network or offsite via a modem link to a computer terminal which uses an Authentication System satisfactory to the Licensor and is connected to the Licensee's Secure Network or Client Machines; and

d. has been notified by the Licensee of the necessity of complying with all restrictions on use of the Licensed Material contained in Clause 2.3 of this Licence.

ii) An individual who is not employed by or under contract to or studying at the Licensee's Site but at the Effective Date or during the Licence Period:

a. is permitted by the Licensee to use the Licensee's reference facilities on an ad hoc basis; and

b. whom the Licensee wishes to authorize to have access to the Licensed Material; and

c. who can access the Licensed Material onsite from a computer terminal of the Licensee or offsite via a modem link to a computer terminal which uses an Authentication System satisfactory to the Licensor and is connected to the Licensee's Secure Network; and

d. who has agreed to abide by the restrictions on use of the Licensed Material contained in Clause 2.3 of this Licence (and available in full at <http://www.europaworldonline.com>).

'Effective Date'

The date of completion by the Licensee of the Registration Details or of payment of the Electronic Subscription Fee, if later.

'Electronic Subscription Fee'

The fee payable by the Licensee in consideration of the grant to the Licensee of the Rights.

'Intellectual Property'

Copyright database rights, patents, design rights and trademarks whether registered or unregistered, semi-conductor, topography rights and all other industrial or intellectual property rights existing in any jurisdiction, and all rights to apply for the same.

'Licensed Material'

Europa World Online published and made available by the Licensor electronically online.

'Licensee'

[organization name and address]

[online administrator name and address]

'Licensee's Client Machines'

The computer hardware from which the Licensee provides online access to the Licensed Material over the Secure Network to Authorized Users.

'Licence Period'

The period from the Effective Date as set out in the Registration Details for which the Licensee is granted rights.

'Licensor'

Taylor & Francis Group, which is a trading name of Informa plc, registered in England and Wales under Company Registration Number 314578, and registered for VAT under: GB 365 4626 36, whose registered office is at Mortimer House, 37-41 Mortimer Street, London, W1T 3JH, United Kingdom, which expression shall include any publishing imprint subsidiary to or associated with the Publisher and the Publisher's administrators or successors in business as the case may be.

'Licensor's Server'

The computer hardware from which the Licensor will make available for retrieval by the Licensee the Licensed Material.

'Network'

The communication network or networks which link together through computer software and/or telecommunication satellite, cable or broadcasting services, or through any other medium the Licensee's Client Machines and the Licensor's Server.

'Registration Details'

Technical and contractual details provided by the Licensee to the Licensor using the form supplied via *Europa World Online* website, by post, facsimile or any other means.

'Rights'

The non-exclusive, non-transferable right for the Licence Period in relation to the whole or any part of the Licensed Material, but only at the Site:

i) 'Licensor': to effect a link between the Licensee's Client Machines and the Licensor's Server;

ii) 'Licensee': to access via the link the Licensed Material held on the Licensor's Server and retrieve and temporarily cache it in the browser or proxy cache of the Licensee;

iii) 'Licensee': subject to the provisions of Clause 5 and in each case for the purposes only of personal research and/or private study by Authorized Users to give access to the Licensed Material from the Licensee's Client Machines over the Secure Network to Authorized Users and to permit Authorized Users to search, view, retrieve and display on the Authorized User's computer terminal, situated onsite and/or (via the Authentication System) to a computer terminal offsite, the Licensed Material; and to print and/or download not more than one per cent of the aggregate of the Licensed Material or no more than is covered by Fair Use.

'Secure'

With regard to the Licensee's Client Machines or Network from which access to Authorized Users is to be given, 'secure' shall mean only a server or network or networks over which the Licensee can exercise control, so as to comply with the terms of this Licence. A cache server or other server network which can be accessed remotely by unauthorized users is not secure for these purposes.

'Site'

The geographical site nominated by the Licensee from which Authorized Users can via the Authentication System access the Licensed Material through the Licensee's Client Machines or Secure Network located at the Site or remotely via the Site and which is (or are) designated for access in the Registration Details completed by the Licensee. If the Licensee occupies more than one geographical site (for example if the Licensee is a multi-campus university) this Licence will cover each geographical location from which the Licensee wishes to provide access to the Licensed Material.

2. GRANT OF RIGHTS; RESERVATION OF RIGHTS

2.1 In consideration of the payment of the Electronic Subscription Fee and of the agreement by the Licensee to abide by the terms of this Licence, the Licensor will, on the completion by the Licensee of the Registration Details and payment of the Electronic Subscription Fee, grant to the Licensee for the Licence Period the Rights.

2.2 Nothing contained in this Licence gives the Licensee or any Authorized User any rights in the Intellectual Property or confidential information of the Licensor in the Licensed Material.

2.3 Neither the Licensee, nor any Authorized User, shall store transiently or

permanently on any medium, transfer, transmit, reproduce, loan to any third party, publish or otherwise exploit, modify, or create derivative works from, or combine with other material, the Licensed Material except to the extent necessary to exercise the Rights granted by this Licence. For the avoidance of doubt, neither the Licensee nor any Authorized User shall use the Licensed Material in whole or in part for the purposes of electronic inter-library loan, for any external commercial re-use. The Licensee may, however, supply to an Authorised User of another library by post or fax, a single paper copy of an electronic original for the purposes of research or private study and not for Commercial use.

2.4 The Licensor reserves the right at any time to withdraw from the Licensed Material any component included in it:

2.4.1 if the Licensor no longer retains the right to publish such component;

2.4.2 if at the Licensor's sole discretion the Licensor believes that there is at least a reasonable chance that publication of it would amount to an infringement of copyright database right defamation or any other unlawful act.

3. USAGE RESTRICTIONS

The following are prohibited without the express permission of the Licensor:

3.1 The rental, loan (free or for money or money's worth) or hire purchase of the Licensed Material, save with the express consent of the Licensor.

3.2 Any activity which raises the reasonable prospect of impeding the Licensor's ability or opportunities to market the Licensed Material.

3.3 Any electronic distribution or dissemination of the Licensed Material save as expressly permitted by this Licence.

3.4 Any alteration, amendment, modification or deletion from the Licensed Material, whether for the purposes of error correction or otherwise.

3.5 Permanent storage of more than one per cent of the aggregate of the Licensed Material or any more than is consistent with Fair Use on the Licensee's Client Machines or Network of Authorized Users or in any other media in the Licensee's possession or under its control.

4. DURATION OF LICENCE

4.1 This Licence shall commence on the Effective Date and shall (subject at all times to earlier termination in accordance with the provisions of this Licence) remain in effect for the Licence Period at the end of which it shall automatically expire unless the parties shall previously have agreed to renew it.

5. OBLIGATIONS OF THE LICENSOR

5.1 The Licensor shall:

5.1.1 use all reasonable endeavours to ensure that the Licensor's Client Machines have sufficient capacity band width and rate of connectivity to provide the Licensee with a quality of service comparable with the current standards in the World Wide Web online information provision industry for similar products;

5.1.2 provide the Licensee with all information necessary to access the Licensed Material online;

5.1.3 use all reasonable endeavours to restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of availability.

6. OBLIGATIONS OF THE LICENSEE

6.1 The Licensee shall:

6.1.1 insert in the Registration Details:

6.1.1.1 a list of valid IP addresses for Authorized Users who will access Licensed Material from or via the Secure Network or Secure Server at the Site (where access via IP address is the required Authentication System);

6.1.1.2 any IP addresses which are not to be permitted access to the Licensed Material (where access via IP address is the required Authentication System);

6.1.2 amend Registration Details promptly and in any event within 30 days following any additions, deletions or other alterations to the list of valid IP addresses and excluded IP addresses. Such alterations may require a modification of the Electronic Subscription Fee;

6.1.3 obtain at its cost all telecommunications and other equipment and software (including an Internet browser), together with all relevant software licences to access the Licensed Material from the Licensor's Server and disseminate it over the Secure Network at the Site. The Licensee accepts that the Licensor has no control over such telecommunication services and that the Licensor shall have no liability to the Licensee for the acts or omissions of providers of telecommunication services or for faults in or failures of their apparatus;

6.1.4 use reasonable efforts to ensure that only Authorized Users are permitted access to the Licensed Material and that all Authorized Users abide by the provisions of Clauses 2.3 and 3 of this Licence;

6.1.5 so soon as practicable after becoming aware of any breach by an Authorized User of the terms of this Licence, terminate such Authorized User's access to the Licensed Material from the Site and notify the Licensor in writing of such termination.

7. THE LICENSOR'S WARRANTIES

7.1 The Licensor warrants that it has the right to license the Rights granted to the Licensee under this Licence.

7.2 The Licensor warrants that the Licensed Material does not infringe any copyright or any other proprietary or intellectual property rights of any person. 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 not apply if the Licensee has amended the Licensed Material in any way not permitted by this Licence.

7.3 Except as provided in Clause 7.2, under no circumstances shall the Licensor be liable to the Licensee or any other person, including but not limited to Authorised 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 Material. 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 Licence shall in no circumstances exceed the Electronic Subscription Fee paid by the Licensee to the Licensor under this Licence in respect of the Licence 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 Licence more than six (6) months after the cause of action arises.

7.4 The warranty set out in Clause 7.1 is in lieu of all warranties, terms and conditions whether implied by or arising under statute or common law, custom, trade usage or course of dealing between the parties or otherwise, all of which are hereby excluded to the fullest extent permitted by law. The Licensed Material is provided on an 'as is' and 'as available' basis and accordingly the Licensor does not give any warranty express or implied or make any representation:

7.4.1 that the Licensed Material will be suitable for any particular requirement of the Licensee or of any Authorized User for any particular use by the Licensee or by any Authorized User under specific conditions even if such requirement or use or conditions may be known to the Licensor; or

7.4.2 that the Licensor's online service will operate error-free or without interruption or that any errors will be corrected; or

7.4.3 that the Licensed Material is complete or accurate or up to date.

8. LIMITATION OF THE LICENSOR'S LIABILITY

8.1 The Licensor's liability to the Licensee shall be limited:

8.1.1 to exclude altogether liability, howsoever arising, for loss of profits, loss of business or of anticipated savings, loss of goodwill, loss of reputation and for any other type of special, indirect, incidental or consequential loss or damage;

8.1.2 by capping the Licensor's liability to the total amount paid by the Licensee to the Licensor in connection with this Licence.

9. TERMINATION

9.1 This Licence may be terminated by either party by giving 30 days' notice in writing to the other if the other party commits any material or persistent breach of any term of this Licence and (in the case of a breach capable of being remedied) shall have failed within 30 days after the receipt of a written request to remedy the same.

10. EFFECT OF TERMINATION

10.1 On termination of this Licence for any reason:

10.1.1 the Licensee shall immediately cease to make available to Authorized Users the whole or any part of the Licensed Material;

10.1.2 the Licensee shall within 7 days delete any of the Licensed Material held on the Licensee's Client Machines or Network or which are otherwise in its possession or under its control and shall certify to the Licensor that this has been done, where required, and that no copies in any media have been retained.

11. FORCE MAJEURE

The parties accept no responsibility for breaches of this Licence occurring as a result of circumstances beyond their control.

12. WAIVER

Any failure or delay by either party to exercise or enforce any right conferred by this Licence shall not be deemed to be a waiver of such right.

13. ENTIRE AGREEMENT

This Licence represents the entire agreement between the Licensor and the Licensee concerning the Licensed Material. The terms of this Licence supersede all prior purchase orders, written terms and conditions, written or verbal representations, advertising or statements relating in any way to the Licensed Material.

14. SEVERABILITY

If any provision of this Licence is found to be invalid or unenforceable by a court of law of competent jurisdiction, such a finding shall not affect the other provisions of this Licence and all provisions of this Licence unaffected by such a finding shall remain in full force and effect.

15. VARIATIONS

This Licence may only be varied in writing by means of variation signed in writing by both parties.

16. GOVERNING LAW AND JURISDICTION

16.1 If the Licensee's address as set out in the Registration Details is located in the United States, the terms and conditions of this Licence will be governed by the laws of the state in which the Licensee is located. If the Licensee's address as set out in the Registration Details is outside the United States but within North America, will be governed by laws of the State of New York.

16.2 If the Licensee's address as set out in the Registration Details is not located in North America, as set out in Clause 16.1, the terms and conditions of this Licence will be governed by English law and the English courts shall have jurisdiction.

Copyright © Routledge 2003-2009.

For more information please [contact us](#).

An imprint of the Taylor & Francis Group. All rights reserved.

[HOME](#) . [ABOUT](#) . [HELP](#)



Please note, this site uses web standards that your browser does not support.
See [help](#) for further information.