

# Emerald Fulltext Database

## Emerald/GENERIC LICENSE Agreement

**THIS LICENCE IS AGREED** on the 14th day of June 2006 **BETWEEN EMERALD GROUP PUBLISHING LIMITED** of 60/62 Toller Lane, Bradford, West Yorkshire BD8 9BY, England, trading as '**Emerald**' ("the Publisher") and **xxxxxx** ("**the Member**")

1. The Publisher and the Member agree that the Member shall participate in a licence ("the Licence") made between the Publisher and xxxx a copy of which is attached hereto as Schedule 1. It is made a part hereof, subject to all the terms and conditions set out therein and, in consideration of the payment by the Member of that proportion of the Fee to the Publisher in consideration of the rights granted hereunder and set out in Schedule 2 ("Member's Fee"), use the rights granted therein and avail itself of access to the Licenced Materials on behalf of itself and its Authorised Users and hereby agrees to be bound by the terms and conditions of the Licence as if it were a party to the Licence jointly with the Licencee.
2. This licence agreement shall commence on **01/01/2006** and shall terminate on **31/12/2008**, unless the parties agree in writing to renew or extend the Licence on terms that may be agreed in writing at the time.
3. The Member shall, in consideration for the rights granted under this licence agreement, pay the Member Fee within 30 days of signature and, if applicable, within 30 days of receipt of invoice relating to each subscription period. For the avoidance of doubt, the Member Fee shall be exclusive of any sales, use, value added or similar taxes and the Member shall be liable for any such taxes in addition to the Member Fee.
4. In addition to automatic termination (unless renewed) under paragraph 2, this licence agreement shall be terminated in the circumstances set out in paragraph 17 of the Emerald Standard Terms and Conditions which are a part of the Licence and which apply equally to this licence agreement.
5. This Licence shall be governed by and construed in accordance with the laws of the Republic of Iran and the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be within the courts of xxxx.

### 6 SUBSCRIPTION ACTIVITY REQUIREMENTS

- 6.1 Subscriptions to journals outside the Licenced Materials (ie. new journal launches and acquisitions) may be purchased at any time and added to the terms of the agreement.
- 6.2 Substitution of an individual paper title is permitted:
  - 6.2.1 For a paper title of an equivalent value the substitution does not alter the Fulltext database fee.

- 6.2.2 Where substitution of a paper title warrants an increase in the value, this price will be based on the annual list price of the title and added to the licence for the remaining term.
- 6.2.3 Any cancellation of a paper title within the period of the Licence will not reduce the total fee, as detailed in schedule 2.
- 6.3 Any cancellation of a paper title within the period of the Licence will not reduce the overall fee, the **member must maintain their spend detailed in schedule 2** to keep their access to the Fulltext database for the duration of the **licence**.
- 6.4 If an individual journal title contained within the journal holdings of the Consortium is merged with another journal title that is outside the overall journal holdings of the Consortium during the period of the agreement, the Consortium Membership will be provided with access to the merged journal at no additional cost, on the same basis as they formerly enjoyed.
- 6.5 Where both journals that are the subject of a merger are contained within the Consortium journal holdings, the Publisher will aim to replace the content with content of a similar quantity and quality. Where appropriate replacement content is not available from the Publisher, a re-evaluation of the Fee will be made.
- 6.6 Where a journal is delisted by the Publisher, the Publisher will aim to replace the content with content of a similar quantity and quality. Where appropriate replacement content is not available from the Publisher, a re-evaluation of the Fee will be made.

## SCHEDULE 1: EMERALD STANDARD TERMS & CONDITIONS

The following are the Standard Terms and Conditions in respect of a Licence to use Emerald's journals and databases:

1. This Licence is made with **EMERALD GROUP PUBLISHING LIMITED** of 60/62 Toller Lane, Bradford, West Yorkshire BD8 9BY, England, trading as '**Emerald**' ("the Publisher")
2. In this Licence, the following terms shall have the following meanings:

<b>Agent:</b>	A third party appointed by the Licencee to act on its behalf and undertake any or all of the Licencee's obligations hereunder, as specified in Section 4 of this Licence (if applicable).
<b>Authorised Users:</b>	Current members of the faculty, staff and registered students of the Licencee, authenticated by the Licencee and permitted to access the Secure Network from within the Library Premises or other places at the discretion of the Licencee, and other persons permitted to use the Licencee's library services and access the Secure Network but only from computer terminals within the Library Premises.
<b>Commercial Use:</b>	Use by or for the Licencee or an Authorised User for the purposes of monetary reward other than the recovery of direct costs incurred by the Licencee by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licenced Materials.
<b>Course Packs:</b>	A collection or compilation of materials assembled by Authorised Users for use by students in a class for the purposes of instruction.
<b>Electronic Reserve:</b>	Electronic copies of materials made and stored on the Secure Network by the Licencee for use by registered students of the Licencee in connection with specific courses of instruction offered to its students.
<b>Fee:</b>	The Fee set out in this Licence.
<b>Library Premises:</b>	The physical premises of the library or libraries operated by the Licencee as specified in this Licence.
<b>Licenced Materials:</b>	The electronic material as set out in this Licence or in any duly agreed variation thereof.
<b>Licencee:</b>	The party contracting with the Publisher, being a university, other educational institute or research organisation.
<b>Secure Network:</b>	A network which is only accessible to Authorised Users whose identity is authenticated at the time of log-in and whose conduct is subject to regulation by the Licencee.
<b>Server:</b>	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licenced Materials are mounted and may be accessed.

3. This Licence grants to the Licencee, subject to the payment of the Fee, the non-exclusive and non-transferable right to give Authorised Users online access to the Licenced Materials via a Secure Network for the purposes of research, teaching and private study. The Publisher makes the Licenced Materials available on subscription agents' and other gateways or databases, currently including CatchWord; SwetsWise; Ebsco Host Electronic Journals Service, OCLC FirstSearch, Meos Minerva Electronic Online Services, Huber, Bids, SilverLinker and Ingenta, but cannot be held responsible for the continuous availability of material on any of them.
4. This Licence does not cover use of the Licenced Materials for use in for profit distance learning packages; such uses require a separate agreement with the Publisher.
5. The Licencee may:
  - make such back-up copies of the Licenced Materials as are reasonably necessary.
  - make such temporary local electronic copies by means of mirrored storage as are necessary solely to ensure efficient use by Authorised Users.
  - allow Authorised Users to have access to the Licenced Materials from the Server via the Secure Network.
  - provide Authorised Users with integrated access and an integrated author, article title, abstract and keyword index to the Licenced Material.
  - allow Authorised users to make up to 25 copies of any single article to assist research or teaching, provided they are not for resale.
  - display, download or print the Licenced Materials for internal marketing, testing or training purposes.
6. Authorised Users may
  - search, view, retrieve and display the Licenced Materials.
  - electronically save parts of the Licenced Materials for personal use.
  - print off single copies of parts of the Licenced Materials.
  - distribute single copies of parts of the Licenced Materials in print or electronic form to other Authorised Users.
7. Nothing in this Licence shall in any way exclude, modify or affect any of the Licencee's rights under copyright law.
8. The Licencee may supply another library a single print copy of an electronic original of an individual document being part of the Licenced Materials. Supply shall be by post, 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.
9. The Licencee may incorporate parts of the Licenced Materials in printed Course Packs and Electronic Reserve. Each such item shall carry appropriate acknowledgement, listing title and author of the extract and the work, and the publisher. Copies of such items shall be deleted when 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 Authorised Users who are visually impaired.
10. Neither the Licencee nor any Authorised User may, without the Publisher's prior written consent:
  - remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licenced Materials.
  - make print or electronic copies of multiple extracts of the Licenced Materials other than for back-up copies permitted under clause 5.
  - mount or distribute any part of the Licenced Material on any electronic network, including the Internet and the World Wide Web, other than the Secure Network.
  - use all or any part of the Licenced Materials for any Commercial Use.

- systematically distribute the whole or any part of the Licenced Materials to anyone other than Authorised Users.
  - publish, distribute or make available the Licenced Materials, works based on them or works which combine them with any other material, other than as permitted in this Licence.
  - alter, abridge, adapt or modify the Licenced Materials, except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this Licence, to Authorised Users. No alteration of the words or their order is permitted.
11. THE PUBLISHER WARRANTS THAT THE LICENCED MATERIALS DO NOT INFRINGE THE COPYRIGHT OR ANY OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON. THE PUBLISHER SHALL INDEMNIFY AND HOLD THE LICENCEE 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 LICENCEE CLAIMING INFRINGEMENT OF SUCH RIGHTS. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS LICENCE FOR ANY REASON. THIS INDEMNITY SHALL NOT APPLY IF THE LICENCEE HAS AMENDED THE LICENCED MATERIALS IN ANY WAY NOT PERMITTED BY THIS LICENCE. THE PUBLISHER OTHERWISE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE. THE LICENCED MATERIALS ARE SUPPLIED 'AS IS'.
12. The Publisher shall:
- make the Licenced Materials available to the Licencee from the Server in the media format specified.
  - notify the Licencee at least 90 days in advance of any anticipated specification change applicable to the Licenced Materials. If the changes render the Licenced Materials less useful to the Licencee, the Licencee may within 30 days of such notice treat such changes as a breach of this Licence under clause 17.
  - provide the Licencee and the Agent, within 30 days of the date of this Licence, with information sufficient to enable the Licencee to access the Licenced Material.
  - ensure that the Publisher's Server has adequate capacity to support the Licencee's usage at a level commensurate with prevailing standards of availability for information services of similar scope.
  - make the Licenced Materials available to the Licencee and to Authorised Users without disruption save for routine maintenance, and to restore access to them as soon as possible in the event of any interruption.
  - reserve the right to withdraw from the Licenced Materials any item or part of an item for which it no longer retains the right to publish, or which on reasonable grounds it believes infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable, and shall give written notice to the Licencee of such withdrawal. If the withdrawal represents more than 10% of the journal or database content in which it appeared, the Publisher shall refund to the Licencee that part of the Fee proportionate to the amount of material withdrawn and the un-expired portion of the subscription period.
  - facilitate the collection and provision to the Licencee of usage data on the number of items, articles and abstracts downloaded by journal title on an annual basis for private internal use only, in a manner consistent with applicable privacy and data protection laws and as may be agreed between the parties from time to time.
13. UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE LICENCEE, OR ANY AUTHORISED USER OR ANY OTHER PERSON, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE LICENCED MATERIALS. THE PUBLISHER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF

ANY BREACH OF THIS LICENCE SHALL IN NO CIRCUMSTANCES EXCEED THE FEE PAID BY LICENCEE UNDER THIS LICENCE 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 OTHER REMEDIES. THE LICENCEE MAY BRING NO ACTION ARISING FROM THIS LICENCE MORE THAN SIX MONTHS AFTER THE CAUSE OF ACTION ARISES.

14. The Licencee shall:

- ensure that only Authorised Users are permitted access to the Licenced Materials.
- ensure that all Authorised Users are made aware of the importance of respecting the intellectual property rights in the Licenced Materials and undertake to abide by the terms and conditions of this Licence.
- inform the Publisher immediately upon becoming aware of any unauthorised use or other breach, and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence.
- issue passwords or other access information only to Authorised Users and use reasonable endeavours to ensure that the same are not divulged to any third party.
- provide the Publisher, within 30 days of the date of this Licence, with information sufficient to enable the Publisher to provide access to the Licenced Material in accordance with its obligations, and notify the Publisher not less than 10 days before any significant change to such information takes effect.
- advise the Publisher of the use of/or proposed installation of proxy servers and provide institutional IT support to work with the Publisher in ensuring and maintaining continuity of service.
- keep full and up-to-date records of all Authorised Users and their access details and, if appropriate, provide the Publisher with, upon request, lists of additions, deletions or other alterations as agreed from time to time.

15. SUBJECT TO APPLICABLE LAW, THE LICENCEE 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 ANY USE OF THE LICENCED MATERIALS BY THE LICENCEE OR AUTHORISED USERS OR ANY FAILURE BY THE LICENCEE TO PERFORM ITS OBLIGATIONS HEREUNDER. NOTHING IN THIS LICENCE SHALL MAKE THE LICENCEE LIABLE FOR BREACH OF THE TERMS OF THE LICENCE BY ANY AUTHORISED USER PROVIDED THAT THE LICENCEE DID NOT CAUSE, KNOWINGLY ASSIST OR CONDONE THE CONTINUATION OF SUCH BREACH AFTER BECOMING AWARE OF AN ACTUAL BREACH HAVING OCCURRED.

16. The Licencee shall, in consideration for the rights granted under this Licence, pay the Fee within 30 days of signature and, if applicable, within 30 days of receipt of invoice relating to each subsequent subscription period. The Fee shall be exclusive of any sales, use, value-added or similar taxes, for which the Licencee shall be solely responsible.

17. On termination of this Licence other than for cause as specified in this clause or other than breach by the Licencee, the Publisher can provide continuing access for Authorised Users to that part of the Licenced Materials published within the subscription period and paid for by the Licencee, via the World Wide Web.

In addition to automatic termination upon the expiry of the subscription period (unless renewed), this Licence shall be terminated:

- if the Licencee defaults in making payment of the Fee and fails to remedy such default within 30 days of notification in writing by the Publisher.

- if either party commits a material or persistent breach of any term of this Licence and fails to remedy the breach (if capable of remedy) within 30 days of notification in writing by the other party.
  - if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
18. On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licenced Materials to which access continues to be permitted. On termination by the Publisher for the Licencee's breach or default as specified in this clause, the Licencee shall immediately cease to distribute or make available the Licenced Materials to Authorised Users and shall return to the Publisher or destroy all Licenced Materials locally mounted. On termination of this Licence by the Licencee for cause, the Publisher shall forthwith repay the proportion of the Fee that represents the paid but un-expired part of the subscription period.
19. 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. Alterations to this Licence are only valid if they are recorded in writing and signed by both parties.
20. This Licence may not be assigned or sub-contracted by either party to any other person or organisation, except as herein, without the prior written consent of the other party, which shall not unreasonably be withheld.
21. 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, and shall be deemed to have been received within 14 days of posting.
22. 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.
23. The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
24. 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.
25. This Licence shall be governed by and construed in accordance with the laws of the Republic of Iran and the parties irrevocably agree that any dispute arising out of or in connection with this Licence will be within the courts of xxx.

## SCHEDULE 2: CONSORTIA MEMBER DETAILS & FEE

**Institution Name:** XXXX

**Institution Address:** XXXX  
XXXX  
XXXX

**IP Range** XXXXX  
XXXX  
XXX

**Contact name** XXXX

**Telephone/fax** XXXX

**Email**

**Number of FTEs (Full Time Equivalents)**

See Schedule 3 for a list of journals within your licenced material.

## SCHEDULE 4: THE AGENT

The Emerald/MSRT consortium shall be co-ordinated on Emerald's behalf by Integrated Information Network

Name of Agent

**Address**

Contact

E-mail

**AS WITNESS the hands of the parties the day and year below first written**

**FOR THE PUBLISHER: EMERALD GROUP PUBLISHING LIMITED**

Name (in block capitals): Mr William Russell Date:

Signature: \_\_\_\_\_

Position / Title: Sales & Marketing Director

**FOR THE LICENCEE: xxxxx**

Name (in block capitals): \_\_\_\_\_ Date:

Signature: \_\_\_\_\_

Position / Title: \_\_\_\_\_