

LICENCE AGREEMENT

between

EXPERT REVIEWS LtdUnitec House


("the Publisher")

and

The University of California, San Diego


dated the first day of September, 2008

1. KEY DEFINITIONS

In this agreement, the following terms shall have the following meanings:

1.1 In this Licence, the following terms shall have the following meanings:

Authorised Users	current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee's institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorised Users work or study (including but not limited to Authorised Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Licensee with a password or other authentication [together with other persons who are permitted to use the Licensee's library or information service and access the Secure Network but only from computer terminals within the Library Premises].
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Library Premises	The physical premises of the library or libraries operated by the Licensee, as specified in Schedule 2.
Licensed Materials	The electronic material as set out in Schedule 1 or in new Schedules to this Licence that may be agreed by the parties from time to time.
Secure Network	A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.
Server	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.
Subscription Period	That period nominally covered by the volumes and issues of the Licensed Material listed in Schedule 1.

2. AGREEMENT

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 - 7.2.3 provide the Licensee [and the Agent], within 30 days of the date of this Licence, with information sufficient to enable the Licensee to access the Licensed Material.
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8. LICENSEE'S UNDERTAKINGS

8.1 The Licensee shall:

- 8.1.1 use reasonable endeavours to ensure that all Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions which the Licensee imposes for failing to do so, as specified in Schedule 3;
- 8.1.2 use reasonable endeavours to notify Authorised Users of the terms and conditions of this Licence and take steps to protect the Licensed Materials from unauthorised use or other breach of this Licence;
- 8.1.3 use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorised use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- 8.1.4 provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under clause 7.2.3. Should the Licensee make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect.
- 8.1.5 keep full and up-to-date records of all IP addresses and provide the Publisher with details of such additions, deletions or other alterations to such records as are necessary to enable the Publisher to provide Authorised Users with access to the Licensed Materials as contemplated by this Licence;
- 8.1.6 use reasonable endeavours to ensure that only Authorised Users are permitted access to the Licensed Materials.

- 8.2 [(Subject to applicable law.)The Licensee 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 or in any way connected with any use of the Licensed Materials by the Licensee or Authorised Users or any failure by the Licensee to perform its obligations in relation to this Licence, provided that] nothing in this Licence shall make the Licensee liable for breach of the terms of the Licence by any Authorised User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach to continue after becoming aware of an actual breach having occurred.

8.3 The Licensee shall, in consideration for the rights granted under this Licence, pay the Fee within thirty (30) days of receipt of Invoice and, if applicable, within thirty (30) days to each subsequent Subscription Period and receipt of such payment shall be a condition of this Licence coming into effect. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Licensee shall be liable for any such taxes in addition to the Fee.

9. UNDERTAKINGS BY BOTH PARTIES

9.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

10. TERM AND TERMINATION

10.1 In addition to automatic termination (unless renewed) under clause 2.2, this Licence shall be terminated:

10.1.1 If the Licensee [wilfully] defaults in making payment of the Fee as provided in this Licence and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;

10.1.2 If the Publisher commits a material or persistent breach of any term of this Licence and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the Licensee;

10.1.3 if the Licensee commits a wilful material and persistent 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;

10.1.4 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

10.2 On termination 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 2.3.

10.3 On termination of this Licence for cause, as specified in clauses 10.1.1 and 10.1.3, 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 locally mounted pursuant to clause 3.1.1 and 3.1.2] except as provided in clause 2.3.

10.4 On termination of this Licence by the Licensee for cause, as specified in clause 10.1.2 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.

11. GENERAL

11.1 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.

11.2 Alterations to this Licence and to the Schedules to this Licence are only valid if they are recorded in writing and signed by both parties.


11.3 This Licence may not be assigned by either party 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] [and the Publisher's Representative], without the prior written consent of the other party, which consent shall not unreasonably be withheld.

11.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall [use its best endeavours to] ensure that the terms and conditions of this Licence are maintained.

- 11.5 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this 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.
- 11.6 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.
- 11.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
- 11.8 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.

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

FOR THE PUBLISHER: EXPERT REVIEWS LTD

Name (in block capitals): SIMON BOISSEAU Position / Title: SALES & MARKETING MANAGER
 Signature:  Date: 18/9/08

FOR THE LICENSEE:

Name (in block capitals): Tony Harvell Position / Title: Head, Acquisitions, UCSD Libraries
 Signature:  Date: 9/11/08

SCHEDULE 1

LICENSED MATERIALS [SUBSCRIPTION PERIOD] AND ACCESS METHOD

A schedule dated January 1, 2008 to the Licence dated January 1, 2008 between Expert Reviews Ltd. and the University of California, San Diego

THE LICENSED MATERIALS

Title	Subscription	Format	Delivery	Fee
Expert review of anti-infective therapy	2008-2009 v. 6-7	Online sub		\$ [REDACTED]
Expert review of anti-infective therapy	v1-5 2003- 2007	Online backfile		\$ [REDACTED] (one-time)
Expert review of Neurotherapeutics	2008-2009 v. 8-9	Online sub		\$ [REDACTED]
Expert review of Neurotherapeutics	v1-7 2001- 2007	Online backfile		\$ [REDACTED]

List of Licensed Material, for each item list title, [initial Subscription Period, including where relevant the start date and end date] format, delivery schedule (if applicable) and Fee [for the initial Subscription Period]. If back files are provided free of charge as part of the License, these should be listed specifically.

ACCESS METHOD

Authentication via IP address

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 Signature: [REDACTED] Date: 18/9/08

FOR THE LICENSEE:

Name (in block capitals): Tony Harvell Position / Title: Head, Acquisitions Dept. UCSD Libraries
 Signature: [REDACTED] Date: 9/11/08

SCHEDULE 2

A schedule dated September 1, 2008 to the Licence dated September 1, 2008 between Expert Reviews Ltd. and the University of California, San Diego

Network contact: Name: Christine Peters

Telephone: [REDACTED]

Fax: [REDACTED]

E-mail address: [REDACTED]

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Name (in block capitals):

SUON BOSSEAU

Position / Title:

Sales Marketing Manager

Signature: [REDACTED]

Date:

18/9/08

FOR THE LICENSEE:

Name (in block capitals):

Tony Harvell

Position / Title: Head, Acquisitions Dept., UCSD Libraries

Signature: [REDACTED]

Date:

9/11/08