

LICENCE AGREEMENT

This Licence Agreement, hereinafter 'the Agreement' is made the _____ day of _____
between:

_____ whose registered office is at _____, hereinafter referred to
as the 'Licensee', and _____, hereinafter referred to
as the 'Licensor'.

This Agreement shall become effective as of 1st day _____ of _____ and shall continue thereafter for a period of 1 year 'the Term' unless either expressly renewed by agreement in writing between the parties or provided the Licensor continues to pay as provided in Schedule A .

Licence Grant

For the term of this Agreement and subject to payment of the fees defined at Schedule A and to the terms and conditions set forth herein, Licensor grants to Licensee, a non-exclusive non-transferable licence, to use the material belonging to the Licensor and defined at Schedule B as 'The Licensed Materials', which consist of both the Subscribed Materials and the Additional Materials as defined at Schedule B. Licensee may permit usage of the Licensed Materials only by Authorised Users as defined below.

Licensee acknowledges that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Authorised Users

'Authorized Users' are defined as individuals with a current direct affiliation with the Licensee. A direct affiliation with the Licensee means either current employees whether on a permanent, temporary, contract, or visiting basis, or other individuals who are authorized to use the Licensee's intranet and resources from within a library, information centre, campus, or from other such places where such persons work or study (including but not limited to offices and homes, halls of residence, and student dormitories) and who have been issued by the Licensee with a password or other authentication method for such use of the library network, including where the Licensee is a learned society the society's current members. Authorised Users also include walk-in users and alumni who are permitted to use Licensee's intranet and resources but only from computer terminals within the Licensee's premises

Authorised Users do not include employees or students at a foreign affiliate or constituent university of the Licensee nor students taking courses offered by the Licensee or Licensee affiliate, who are not officially enrolled at the Licensee, unless specifically noted and granted in Schedule A.

Authentication

Licensor shall upon signature of this License work with Licensee to set up and activate secure access to the Licensed Materials for the Licensee and its Authorised Users and shall give reasonable notice of any anticipated format change or significant changes to its website or content access methods.

Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall use reasonable efforts to ensure that Authorized Users do not divulge their user credentials to any third party.

Permitted Uses

The Licensed Materials may be accessed online as follows:

Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

Licensee and Authorized Users may print a reasonable portion of the Licensed Materials.

Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials, subject to local copying laws.

Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes.

Authorized Users may use the Licensed Materials to perform and engage in text mining / or data mining activities for legitimate academic research and other educational purposes. Licensor reserves the right to introduce additional charges for text or data-mining.

Prohibited Uses

Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Licensee shall not modify, manipulate, or create a derivative work of the Licensed Materials without the prior written permission of Licensor except as permitted by this Agreement, unless content specifically carries a Creative Commons License that explicitly permits derivative works.

Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Licensee may not resell the Licensed Materials or any part thereof.

If the Licensor detects any apparent unauthorized use of the Licensed Materials, it may after consultation with the Licensee limit or suspend access to the Licensed Materials

[The Licensor reserves the right to block or otherwise prevent the unauthorized use of any automated computer program or activity to search, index, test, download, or grab information from the Licensed Materials (including but not limited to web robots, spiders, and crawlers) that has a negative impact on the Licensor's server or on the use of the Licensed Materials by others; unless such crawling is permitted via a separate Spidering Agreement signed by both parties.]

Licensee Obligations

Licensee shall pay the Fee as provided and within the timescales set out at Schedule A.

Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement and to promote appropriate use of the Licensed Materials by Authorized Users.

Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable intellectual property or other rights applicable to the Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Licensor in the Licensed Materials.

Licensee shall promptly notify Licensor of any infringement that comes to Licensee's attention, and take appropriate steps to avoid its recurrence.

Licensor Obligations

Licensor shall use reasonable endeavours to provide uninterrupted access to the Licensed Materials at all times save for routine maintenance and shall where practicable give reasonable notice to Licensee in the event of any anticipated significant interruptions.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as reasonable possible.

Licensor shall make arrangements to archive content in an appropriate archiving solution, for instance LOCKSS <http://www.lockss.org/> or equivalent service.

Content Loss

Licensor reserves the right to withdraw any part of the Licensed Materials which it loses the right to publish or which it has reason to believe is defamatory, obscene or otherwise inappropriate or unlawful. In the event that such content removal amounts to more than 10% of the Licensed Materials, Licensor shall either provide access to alternative content by way of substitution or refund an equivalent proportion of the Fee in accordance with the percentage of the Licensed Materials lost and the unexpired portion of the Term.

Term and Termination

This Agreement shall terminate upon expiry of the initial Term unless renewed. In addition to automatic termination upon the expiry of the Term, this Agreement shall be terminated:

If the Licensee defaults in making payment of the Fee and fails to remedy such breach within 30 days of notification in writing by the Licensor.

If either the Licensee or Licensor becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

In the event that either party believes that the other has materially breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the Permitted Uses or undertaken any Prohibited Uses, such party shall notify the party in breach in writing accordingly. The party in breach shall have thirty (30) days from the receipt of notice to remedy the alleged breach and to notify the non-breaching party in writing that remedy has been effected. If the breach is not remedied within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement following a breach by the Licensee online access to the Licensed Materials by Licensee and Authorized Users shall be terminated.

Notwithstanding anything else in this Agreement, Licensor hereby grants to Licensee a non-exclusive, royalty-free, perpetual license to use the Subscribed Materials. Licensees will have perpetual access to content from the paid subscription year(s). Such use shall be in

accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement. Access to the Additional Materials shall terminate immediately on termination of this Agreement.

Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

Indemnities

Each party shall, unless limited by law, indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

Assignment

Neither party may assign all or part of its rights or obligations under this Agreement without the prior written consent of the other party except if the majority of shares or if a major portion of the assets of either party is transferred, sold, assigned or pledged to another individual or company, or there is a change in the control or management of either party, when such change shall be notified to the other party in writing within 5 (five) days, who shall have the option of terminating this Agreement within 30 (thirty) days of the date of the notice in which case it shall give 45 (forty five) days written notice of termination to the new owner

of the shares or the assets of the other party.

Force Majeure

Neither party shall be liable for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary licence), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

Modification

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by both parties.

Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Notices

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered post or recorded delivery, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by Royal Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to Licensee

If to Licensor

Jurisdiction

This Agreement shall be governed by and construed in accordance with laws of Greece and 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 Greek courts.

Dispute Resolution

The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director or equivalent of the Licensor and the current Vice Chancellor or Vice President or equivalent of the Licensee. Where the parties agree that a dispute arising out of or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement. Any person to whom a reference is made under this clause shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud. Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.

The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

Signed on behalf of the Licensor by (print name)

Signature

Position

Date

Signed on behalf of the Licensee by (print name)

Signature

Position

Date

