

# BLACKWELL PUBLISHING SITE LICENSE AGREEMENT

## Cover Page

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# BLACKWELL PUBLISHING SITE LICENSE AGREEMENT

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and

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**AND WHEREAS** the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the license to use the rights for the Fee

**IT IS AGREED AS FOLLOWS**

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2.2

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- 6.2 On termination all rights and obligations of the parties automatically terminate except for:
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- 6.3 On termination of this License for cause, as specified in sub-Clauses 6.1.1 to 6.1.3 above, the Licensee shall immediately cease to distribute or make available the Licensed Material to Authorised and Walk-in Users.
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## 7. General

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- 7.2 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 License or to such other address as notified by either party to the other as its address for the service of notices and all such notices shall be deemed to have been received within 14 days of posting.
- 7.3 Either party's failure to perform any term or condition of this Agreement, 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 not be deemed to be, or to give rise to, a breach of this Agreement.
- 7.4 This Agreement shall be varied, whether in whole or in part, only by the agreement of both parties in writing.
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- 7.7 The failure of either party to require performance by the other party of any provision of this Agreement will not affect its full right to require such performance at any subsequent time; nor will the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.
- 7.8 This agreement shall be governed by and construed in accordance with English Law and shall be subject to the non-exclusive jurisdiction of the English courts, but the Publisher may bring any action against the Licensee in the courts of the Licensee's state.

As witness the hands of the parties the day and year below first written

<b>For the Publisher</b>	<b>For the Licensee</b>
Name (in block capitals)	Name (in block capitals)
Title	Title
Date	Date
Signature	Signature

**Schedule 1 - Licensee's Library Premises**

List of postal addresses of the Licensee's Library Premises (attach additional sheets if required).

**Schedule 2 - Licensee's copyright enforcement policy**

List of all documents evidencing the policy, with attached copies (attach additional sheets if required).

### **Schedule 3: Licensed Material and Fee**

A Schedule dated [ date ] to the Licence dated [date] between [Publisher] and [Licensee].

Include here details of the offer plus final fee to be paid by the Licensee.

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

For the Publisher

Date

Name (in block capitals)

Title

Signature

For the Licensee

Date

Name (in block capitals)

Title

Signature

-