



## Corporate Site License Agreement

[The Blackwell corporate license is based on the STM/PDR draft sample license and provides for the Licensee to access electronic content from the Publisher's server]

This **License Agreement** is agreed the [date] day of [date] 20[.].

Between

**1 Blackwell Publishing Limited** a company having its registered office at 9600 Garsington Road, Oxford OX4 2DQ, United Kingdom ('the Publisher')

and

**2 [full contractual name]** whose principal place of business is at [full address] ('the Licensee')

**WHEREAS** the Publisher holds or is the exclusive licensee of the rights granted under this License Agreement

**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 and in accordance with the terms and conditions of this License Agreement.

### IT IS AGREED AS FOLLOWS

#### 1. Key definitions

In this License Agreement, the following terms shall have the following meanings:

**1.1 Authorized Users** Individuals who at the time of their use of the Licensed Material are either:

- (a) current employees of the Licensee employed at a Site (whether on a permanent, temporary or contract basis); or
- (b) independent contractors of the Licensee engaged solely or primarily at a Site;

and who (in the case of either (a) or (b) (i) are permitted by the Licensee to access the Secure Network by way of an IP Address from within a Site or are permitted by the Licensee to access the Secure Network by way of an IP Address from outside a Site, and

(ii) whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and (iii) whose conduct is subject to regulation by the Licensee.

**1.2 Blackwell Synergy** The online service of the Publisher at [www.blackwell-synergy.com](http://www.blackwell-synergy.com) which may include the Licensed Material.

**1.3 Commencement Date** The date the License Agreement commences as specified in Schedule 1 Part B.

**1.4 Fee** The fee set out in Schedule 1 Part A, as amended by mutual agreement of the parties from time to time.

**1.5 IP Address** The Internet Protocol ranges specified in Schedule 1 Part C.

**1.6 Item** In relation to a journal means an article or an abstract and in relation to a book means a chapter.

**1.7 Licensed Material** The electronic material listed in Schedule 1 Part D, as amended by mutual agreement of the parties from time to time, and to which the Licensee is provided access in the format and according to the time schedule specified in Schedule 1 Part B.

**1.8 Licensee** This term includes the Licensee as first named above, and those affiliates of the Licensee and other associated companies listed in Schedule 1 Part C. The ownership of the Licensee is also indicated in Schedule 1 Part C.

**1.9 Secure Network** A network operated or controlled by the Licensee (whether a standalone network or a virtual network within the Internet) which is accessible only to Authorized Users.

**1.10 Service** The information service for Authorized Users operated or controlled by the Licensee.

**1.11 Site(s)** The premises and the IP Address(es) of the Licensee specified in Schedule 1 Part C. Premises which are in different towns or cities, or premises which are not within six (6) miles of each other shall be deemed to be different Sites.

**1.12 Termination Date** The termination date as specified in Schedule 1 Part B, or if no termination date is specified in Schedule 1 Part B, twelve (12) months from the date of this License Agreement. See also Clause 2.3.

## **2. Grant of License**

2.1 The Publisher hereby grants to the Licensee the non-exclusive and non-transferable right to give Authorized Users at the Site(s) access to the Licensed Material via the Secure Network, subject to payment of the Fee by the Licensee and in accordance with the terms and conditions of this License Agreement.

2.2 In consideration of the rights granted under this License Agreement, the Licensee shall pay the Fee to the Publisher in accordance with the provisions of Schedule 1 Part A. 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.

2.3 This License Agreement shall commence on the Commencement Date as specified in Schedule 1 Part B of the current duly signed Schedule 1 and, unless earlier terminated pursuant to Clause 8 below, shall remain in effect until the Termination Date set out in Schedule 1 Part B. If a new Schedule 1 is signed by or on behalf of the parties the License Agreement shall be extended to the Termination Date in the then current duly signed version of Schedule 1 Part B.

### **3. Permitted uses**

3.1 The Licensee may, subject to Clause 4 below:

3.1.1 Allow Authorized Users to have access to the Licensed Material via the Secure Network.

3.1.2 Supply to Authorized Users, by electronic or other means, copies of one or more individual Items taken from the Licensed Material.

3.1.3 Display, download or print Items taken from the Licensed Material for the purpose of internal promotion or testing of the Service, or for training groups of Authorized Users on the Service.

3.1.4 Use the Licensed Material as part of the Service that will include links between the licensed material and the Licensee's own indexes, third party abstracting and indexing services, and other information resources utilised by the Licensee.

3.2 Authorized Users may, subject to Clause 4 and Schedule 3 below:

3.2.1 Search, view, retrieve and display the Licensed Material.

3.2.2 Print single copies of individual Items taken from the Licensed Material.

3.2.3 Make electronic copies of individual Items taken from the Licensed Material for storage on the Authorized User's machine only, which may be retained for the duration of the License Agreement.

- 3.2.4 Distribute single copies of individual Items taken from the Licensed Material in print or electronic form to other Authorized Users only.
- 3.2.5 Supply print or electronic copies of individual Items taken from the Licensed Material to national or international pharmaceutical regulatory authorities solely for the purposes of regulatory approval of pharmaceutical products.
- 3.2.6 Supply print or electronic copies of individual Items taken from the Licensed Material when required by law for use in legal proceedings.
- [3.2.7 Supply single print copies of individual Items or parts of Items taken from the Licensed Material to individual healthcare professionals on request or on an ad-hoc basis for non-commercial medical information purposes. Copies supplied under this clause must carry without modification copyright notices or other notices related to Intellectual Property already incorporated in the Licensed Material.]
- 3.2.8 If prior written permission is granted separately from the Publisher (email: [medicalsales@oxon.blackwellpublishing.com](mailto:medicalsales@oxon.blackwellpublishing.com)), and any applicable permission fee is paid, supply multiple print or electronic copies of Items taken from the Licensed Material to third parties on a systematic basis for marketing purposes, in accordance with the terms granted by the Publisher for such supply.

#### **4. Prohibited uses**

- 4.1 Neither the Licensee nor Authorized Users may remove or alter the authors' names or affiliations or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Material.
- 4.2 Neither the Licensee nor Authorized Users may systematically make print or electronic copies of multiple extracts of the Licensed Material for any purpose other than as explicitly permitted under Clause 3.2.5 of this License Agreement.
- 4.3 Neither the Licensee nor Authorized Users may provide or make available by electronic means to any third party who is not an Authorized User an electronic copy of any part of the Licensed Material other than as permitted under Section 3.
- 4.4 Neither the Licensee nor Authorized Users may mount or distribute any part of the Licensed Material on any electronic network, including but not limited to the Internet and the World Wide Web, other than the Secure Network [other than as permitted under Clauses 3.2.5 and 3.2.8 above].

4.5 The Licensee and Authorized Users may not, without the Publisher's explicit prior written permission:

4.5.1 Use the whole or any part of the Licensed Material for sale, reward or exploitation other than as expressly permitted by this License Agreement.

4.5.2 Distribute the whole or part of the Licensed Material to anyone other than Authorized Users or for any purpose not expressly authorized by this License Agreement other than as permitted under Clauses 3.2.5 to 3.2.8 above.

4.5.3 Publish, distribute or make available the Licensed Material, works based on the Licensed Material or works which combine it with any other material, other than as permitted in this License Agreement.

4.5.4 Alter, abridge, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

## **5. Publisher's undertakings**

5.1 The Publisher shall indemnify and hold the Licensee harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any use of the Licensed Material within the terms permitted in this License Agreement which use infringes any copyright or other proprietary or intellectual property rights of any natural or legal person provided that:

(a) the Licensee promptly notifies the Publisher in writing of any allegation of infringement;

(b) the Licensee makes no admissions without the prior consent in writing of the Publisher;

(c) the Licensee at the request of the Publisher permits the Publisher or its authorized representatives at the Publisher's cost and expense to conduct and/or settle all negotiations and litigation and give the Publisher all reasonable assistance in relation hereto.

This indemnity shall survive the termination of this License Agreement for three (3) years. This indemnity shall not apply if the Licensee has modified the Licensed Material in any way not permitted by this License Agreement.

5.2 The Publisher shall:

- 5.2.1 Make the Licensed Material available to the Licensee and to Authorized Users from the Publisher's server in the format and time schedule specified in Schedule 1 Part E.
  - 5.2.2 Make available to the Licensee the electronic version of the Licensed Material as soon as it is available on Blackwell Synergy.
  - 5.2.3 Provide the Licensee, according to the schedule set forth in Schedule 1 Part E, with information sufficient to enable access to the Licensed Material.
- 5.3 The Publisher shall, subject to Clause 9.5, use all reasonable endeavours to:
- 5.3.1 Make the Licensed Material available to the Licensee and to Authorized Users commensurate with the standards of availability set out in Clause 5.3.2 below, save for routine maintenance.
  - 5.3.2 Ensure that its server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this License Agreement.
  - 5.3.3 In the event of unscheduled interruption of access to data restore the Licensee's access to data as soon as it is within the Publisher's control so to do.
  - 5.3.4 Announce, on Blackwell Synergy, scheduled interruptions and their anticipated duration.
  - 5.3.5 Provide the Licensee with reasonable and competent customer service support and assistance to assist the Licensee to use the Licensed Material as contemplated hereby.
- 5.4 The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. If the withdrawn material represents more than 50% of the individual journal issue (in the case of a journal) or of the individual book volume (in the case of a book) in which it appeared, the Publisher shall make a pro rata refund of part of the Fee, taking into account the amount of material withdrawn and the remaining un-expired portion of the License Agreement Period.
- 5.5 The Publisher recognises the importance of long-term preservation of material published in electronic form and after termination (save for termination in accordance with Clauses 8.2 and 8.4) the Publisher shall exercise all reasonable endeavours to continue to make available to the Licensee on a perpetual access basis the Licensed

Material for which the Fee has been paid, subject always to the terms of use in this License Agreement, and provided that and for so long as the Publisher holds such rights, in one of the following two (2) ways (at the Publisher's option):

(a) on Blackwell Synergy;

(b) by granting access to a central archiving facility or other third party approved by the Publisher;

and provided that the third party may charge the Licensee for such access.

5.6 The Publisher shall provide online access to COUNTER-compliant (<http://www.projectcounter.org>) usage information for the Licensee's private internal use only, as specified in Schedule 1 Part E. Such usage information shall be compiled in a manner consistent with any applicable privacy or data protection laws, and the anonymity of individual users and the confidentiality of their searches shall be fully protected.

5.7 The Publisher will not disclose to any third party any information about the Licensee's business, including without limitation the list of Licensed Material or any Licensee usage statistics relating to particular journals or particular articles, without the prior written consent of the Licensee, save where the Licensed Material is owned or part-owned by a third party, for example, a learned society, in which case the Publisher may disclose such information to said third party.

5.8 The Publisher warrants that after the exercise of all reasonable care to the best of its knowledge and belief the Licensed Material contain no virus or other unauthorized or harmful programme, code or routine, and will use its reasonable endeavours to ensure that no software commands that will corrupt, delete or make unreadable other computer files stored on the Secure Network will be inserted by it into the Publisher's electronic files delivered or accessed under the terms of this License Agreement.

5.9 If notwithstanding the warranty in Clause 5.8 above, any harmful virus within the Licensed Material and attributable to the Publisher or attributable to its software, or attributable to the Publisher's related suppliers including without limitation software suppliers, should come to light during the Term of this License Agreement, the Licensee may require the Publisher to exercise all reasonable endeavours to make, or require from the Publisher's software supplier, such repairs or modifications as may be necessary to remove or correct the said virus from Blackwell Synergy, but without obligation to remove or correct the virus on the Secure Network, within thirty [30] days of receiving written notice from the Licensee to do the same.

## **6 Licensee's undertakings**

6.1 The Licensee hereby undertakes that it will not itself or by its employees, agents or contractors commit, procure or be involved in the commission of any material or persistent breach of the Publisher's intellectual property or other proprietary rights relating to the Licensed Material.

6.2 The Licensee shall:

- 6.2.1 Ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Material and of the disciplinary procedures which the Licensee will impose for failing to do so. Where an independent contractor is an Authorized User, the Licensee shall ensure that the said independent contractor is only authorized to access the Licensed Material for the purposes of its work for the Licensee.
- 6.2.2 Use all reasonable endeavours to ensure that all Authorized Users are made aware of and agree to abide by the terms and conditions of this License Agreement.
- 6.2.3 Use all reasonable endeavours to monitor compliance and immediately on becoming aware of any unauthorized use or other breach, take all reasonable steps, including appropriate disciplinary action, both to ensure that such activity ceases immediately and to prevent any recurrence, and shall inform the Publisher thereof.
- 6.2.4 Issue passwords (or other information to enable access to the Secure Network) only to Authorized Users and shall not divulge, and shall use all reasonable endeavours to ensure that Authorized Users do not divulge, their passwords or other access information to any third party.
- 6.2.5 Keep full and up-to-date records of all Authorized Users and their access details, and if appropriate provide the Publisher with periodic lists of additions, deletions or other alterations to such records as agreed between the parties from time to time.
- 6.2.6 Use all reasonable endeavours to ensure that the computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorized User, and make best efforts to bar non-permitted access and that when a person ceases to be an Authorized User their access to the Licensed Material is terminated.

## **7 Mutual undertakings**



7.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party. In particular, but without limitation all commercial and financial terms and conditions of this License Agreement which are specific to the agreement between the parties, including without limitation the content of all the Schedules hereto, shall be kept strictly confidential both during the Term of this License Agreement and after its expiry. The parties shall not disclose the confidential information to any third party, other than to their professional advisors, in part or in whole without the prior written approval of the other parties, unless such disclosure is required by the terms of this License Agreement or by law, save where the Licensed Material is owned or part-owned by a third party, for example, a learned society, in which case the Publisher may disclose such information to said third party. Each party's obligations of confidentiality and non-disclosure shall not apply to information which is or comes into the possession of the recipient without breach of the provisions of this Clause 7.1 or which is in the public domain or to information required by any court, arbitration body, government or regulatory body having the authority to require the production of the information.

## **8 Termination**

8.1 This License Agreement shall terminate automatically upon the Termination Date as specified in Clause 2.3 but may also be terminated as follows:

- 8.1.1 By the Publisher if the Licensee defaults in making payment of the Fee, having failed, after thirty (30) days' notice from Publisher to Licensee to remedy such default.
- 8.1.2 By the innocent party if either party or any of its current employees commits a material or persistent breach of any term of this License Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the other party.
- 8.1.3 By either party if the other party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 8.1.4 [By the Publisher if the ownership or control of the Licensee should change from that set out in Schedule 1 Part C. A person or organisation shall be regarded as in control of a corporation or organisation if it either (i) directly or indirectly owns at least 30% of the voting stock or other participating interests of that corporation or organisation or (ii) has the power to elect more than half the directors of such corporation or organisation. In the absence of such ownership or power to elect, a person or organisation shall be regarded as in control of a corporation or organisation if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation or organisation, whether through the ownership of voting securities, by contract or otherwise.]

8.2 In the event of any breach of the Licensee's undertaking in Clause 6.1 above, this License Agreement may be immediately terminated at the sole option of the Publisher and in the event of the exercise of such option the Publisher shall be entitled to the return of all Licensed Material and the immediate removal of all copies of the Licensed Material held by the Licensee without any rebate of the Fee, in addition to any other rights and remedies to which it may be entitled, at law or in equity. For the avoidance of doubt, the Licensee shall not in these circumstances be entitled to perpetual access rights and Clause 5.5 shall not apply.

8.3 Subject to Clause 8.2 and 8.4, on termination all rights and obligations of the parties automatically terminate except for:

8.3.1 Those specified in Clauses 5.5 and 7.1 above.

8.3.2 All Licensee's obligations in respect of Licensed Material to which access continues to be permitted and the terms relating to such obligations.

8.4 On termination of this License Agreement due to breach of any material term thereof by the Licensee, as specified in Clause 8.1.2 or termination under Clauses 8.1.1 or 8.1.3 above, the Licensee shall immediately cease to distribute or make available the Licensed Material to Authorized Users.

8.5 On termination of this License Agreement due to breach of any material term thereof by the Publisher, as specified in Clauses 8.1.2 and 8.1.3 above, the Publisher shall forthwith repay to the Licensee that portion of the Fee attributable to the unused portion of the original term of this License Agreement.

## **9. General**

9.1 This License Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this License Agreement. All Schedules hereto are incorporated as if set forth in this License Agreement in full.

9.2 Alterations to this License Agreement are only valid if they are recorded in writing and signed by both parties.

9.3 This License Agreement may not be assigned by either party to any other person or organisation (except that the Publisher may assign this License Agreement to any person or entity which succeeds to its business to which this License Agreement relates), nor may either party sub-contract any of its obligations, without the prior written consent of the other party, which consent shall not unreasonably be withheld. Either party may make

its consent conditional on the agreement of the assignee to maintain the confidentiality of (or, at that party's election, destroy) all usage information collected by the other party pursuant to Clause 5.7.

9.4 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 Agreement 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 fourteen (14) days of posting.

9.5 No party shall be deemed in default of this License Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, terrorism, labour difficulty, sabotage, failure of suppliers or subcontractors or unavailability of material or supplies or any other cause beyond the control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and in any event, within fifteen (15) days of discovery thereof. In the event of such a Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure but not in excess of six (6) months.

9.6 The failure of any party to enforce any provision on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.

9.7 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOSS OF GOODWILL) ARISING FROM ANY BREACH OF THIS LICENSE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.8 In this License Agreement unless the context otherwise requires:

9.8.1 In the event that any provision of this License Agreement is held to be invalid, the remainder of the provisions shall continue in full force and effect.

9.8.2 The headings to the clauses, sections and schedules of this License Agreement shall not affect its interpretation.

9.8.3 Any sum payable by the Licensee to the Publisher shall be exclusive of any value added tax (or other applicable tax) which will, where it is chargeable, be paid in addition to the sum in question at the time when the sum in question is due to be paid.

9.8.4 Words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting

persons shall include bodies corporate, unincorporated associations and partnerships.

9.8.5 This License Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided in this License Agreement. No party shall have, nor represent that it has, any authority to make any commitments on another party's behalf.

9.8.6 A person who is not a party to this License Agreement has no right under the Contracts (Rights of Third Parties) Act 1999. This Agreement is expressly not intended for the benefit of any creditor of any party.

9.8.7 This License Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

9.9 This License Agreement shall be governed by and construed according to the laws of England and the parties irrevocably agree to submit to the jurisdiction of the English Courts.

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

**For the Publisher**

**For the Licensee**

SIGNED BY:

SIGNED BY:

Date:

Date:

Name (in block capitals):

Name (in block capitals):

Title:

Title:

## **Schedule 1**

### **Part A: Fee**

An overview of all fees due in exchange for the provision of licensed materials as outlined within this License Agreement.

## **Schedule 1**

### **Part B: Time Schedule**

The dates upon which this License Agreement commences and terminates

## **Schedule 1**

### **Part C: Ownership & Affiliates**

The premises and the IP Address(es) of the Licensee. Premises which are in different towns or cities, or premises which are not within six (6) miles of each other shall be deemed to be different Sites.

## **Schedule 1**

### **Part D: Licensed Material**

The licensed materials made available through this License Agreement.