



Corporate licence agreement

Based on the license created by the Pharmaceutical Documentation Ring (PDR)

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

between

Blackwell Publishing Ltd. of 9600 Garsington Road, Oxford OX4 2DQ, UK ('the Publisher')

and

[full contractual name] of [full address] ('the Licensee')

WHEREAS the Publisher holds the rights granted under this Licence Agreement

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

IT IS AGREED AS FOLLOWS

1. Key definitions

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

1.1 Authorised Users Current employees and independent contractors of the Licensee (whether on a permanent, temporary or contract basis) who are permitted by the Licensee to access the Secure Network from within or outside the Licensee's premises, whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.

1.2 Fee The fee set out in Schedule 1.

1.3 Licensed Material The electronic material listed in Schedule 1 delivered in the format specified in Schedule

1.4 Licensee This term includes the Licensee as first named above, and those affiliates of the Licensee and other associated companies indicated in Schedule 2. The ownership of the Licensee is also indicated in Schedule

1.5 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 Authorised Users.

2. Grant of Licence

2.1 The Publisher hereby grants to the Licensee the non-exclusive and non-transferable right to give Authorised Users access to the Licensed Material via the Secure Network, subject to payment of the Fee by the Licensee and to the other terms and conditions of this Licence Agreement.

2.2 In consideration of the rights granted under this Licence Agreement, the Licensee shall pay the Fee to the Publisher in accordance with the provisions of Schedule 1. 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 Licence Agreement shall commence on [date] and, unless earlier terminated pursuant to Clause 8 below, shall remain in effect until [date], when the Licence Agreement shall automatically be renewed unless the parties have previously agreed to terminate it. The licence period for Licensed Material shall be as set out in Schedule 1. Schedule 1 will be updated upon renewal, taking into account changes in pricing, Licensed Material etc.

3. Permitted uses

3.1 The Licensee may, subject to Clause 4 below:

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

3.1.2 Supply to Authorised 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 all or part of the Licensed Material for the purpose of internal promotion or testing of the service, or for training groups of Authorised Users.

3.1.4 Use the Licensed Material as part of an integrated information service for Authorised Users that will include links between the Licensed material and the Licensee's own indexes.

3.2 Authorised Users may, subject to Clause 4 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 Authorised User's machine only.

3.2.4 Distribute single copies of individual items taken from the Licensed Material in print or electronic form to other Authorised 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 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.

4. Prohibited uses

4.1 Neither the Licensee nor Authorised 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 Authorised Users may systematically make print or electronic copies of multiple extracts of the Licensed Material for any purpose other than as explicitly permitted under clauses 3.1 and 3.2 of this Licence Agreement.

4.3 Neither the Licensee nor Authorised Users may provide or make available by electronic means to any third

party who is not an Authorised User a retained electronic copy of any part of the Licensed Material other than as permitted under Section 3.

4.4 Neither the Licensee nor Authorised 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 and as permitted under Clauses 3.2.1, 3.2.5, 3.2.6.

4.5 The Licensee and Authorised Users may not, without the Publisher's explicit 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 Licence Agreement.

4.5.2 Distribute the whole or part of the Licensed Material to anyone other than Authorised Users or for any purpose not expressly authorised by this Licence Agreement other than as permitted under Clauses 3.2.5 and 3.2.6 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 Licence 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 Authorised 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 legal action taken against the Licensee claiming that the Licensee's use of the Licensed Material within the terms permitted in this Licence Agreement infringes any copyright or other proprietary or intellectual property rights of any natural or legal person provided that the Licensee promptly notifies the Publisher of any claim and/or action, that the Licensee makes no admission without the Publisher's consent, that the Licensee provides all reasonable assistance to the Publisher in defence of any claim and that the Licensee allows the Publisher if the Publisher so requests to conduct and control the defence of such a claim and any related settlement negotiations. This indemnity shall survive the termination of this Licence Agreement for any reason. This indemnity shall not apply if the Licensee has modified the Licensed Material in any way not permitted by this Licence Agreement.

5.2 The Publisher shall:

5.2.1 Make the Licensed Material available to the Licensee and to Authorised Users from the Publisher's server in the media and format specified in Schedule 1.

5.2.2 Make available to the Licensee the electronic version of each journal covered by this Licence Agreement reasonably promptly after publication of the printed version.

5.2.3 Provide the Licensee, according to the schedule set forth in Schedule 1, with information sufficient to enable access to the Licensed Material solely by means of the Blackwell Synergy service.

5.3 The Publisher shall use all reasonable endeavours to:

5.3.1 Make the Licensed Materials available to the Licensee and to Authorised Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Licensee in advance wherever possible).

5.3.3 In the event of unscheduled interruption of access to data restore the Licensee's access to data within reasonable time.

5.3.4 Inform the Licensee of scheduled interruptions and their duration.

5.3.5 Announce any changes concerning the specification or configuration of the Licensed Materials at least one month in advance.

5.3.6 Provide the Licensee with adequate and competent technical support and assistance to enable 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.

5.5 The Publisher recognises the importance of long-term preservation of material published in electronic form and will endeavour either to provide or to make arrangements for the provision of a permanent archive of the licensed Material. In the case of termination of this Agreement see Clause 8.6, regarding electronic archive.

5.6 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, with the exception of Societies on whose behalf the Publisher publishes, 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.

5.8 The Publisher warrants that after the exercise of all reasonable care to the best of its knowledge and belief the Licensed Materials contain no virus or other unauthorised or harmful programme, code or routine, and will use its best 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 Licence Agreement.

5.12 If notwithstanding the warranties in 5.8 above, any harmful virus within the Licensed Material and attributable to the Publisher should come to light during the Term of this Licence Agreement, the Licensee shall have the option to require the Publisher to make such repairs or modifications as may be necessary to remove or correct the said virus.

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 Materials.

6.2 The Licensee shall:

6.2.1 Ensure that all Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the licensed material.

6.2.2 Use all reasonable endeavours to ensure that all Authorised Users are made aware of and agree to abide by the terms and conditions of this Licence Agreement.

6.2.3 Use all reasonable endeavours to monitor compliance and immediately on becoming aware of any unauthorised use or other breach, take all reasonable steps, 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 Authorised Users and shall not divulge, and shall use all reasonable endeavours to ensure that Authorised Users do not divulge, their passwords or other access information to any third party.

6.2.6 Use all reasonable endeavours to ensure that only Authorised Users are permitted access to the Licensed Material.

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:

7.1.1 All commercial and financial terms and conditions of this Licence 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.

8 Termination

8.1 This Licence Agreement may be terminated only as follows:

8.1.1 Upon expiration of the stated term hereof, as specified in Clause 2.3.

8.1.2 If the Licensee defaults in making payment of the Fee, having failed, after 30 days' notice to remedy such default.

8.1.3 If either party or any of its current employees commits a material or persistent breach of any term of this Licence Agreement.

8.1.4 Either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

8.2 In the event of any breach of the Licensee's undertaking in clause 6.1 above, this Licence 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 immediate removal of all copies of the Licensed Material held by the Licensee without any rebate of licence fee, in addition to any other rights and remedies to which it may be entitled, at law or in equity.

8.3 On termination all rights and obligations of the parties automatically terminate except for:

8.3.1 Those specified in Clauses 5.1 and 7.1 above.

8.3.2 All obligations in respect of Licensed Material to which access continues to be permitted.

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

8.5 On termination of this Licence Agreement due to breach of any material term thereof by the Publisher, as specified in Clause 8.1.2 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 Licence Agreement.

8.6 On expiry or termination of this Licence Agreement, in respect of one or more journals included in the Licensed Material, for any cause other than breach by the Licensee, the Publisher shall provide access via an archive to all the respective Licensed materials published during the term(s) of this licence agreement prior to the date of termination.



9. General

9.1 This Licence 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 Licence Agreement. All Schedules hereto are incorporated as if set forth in this Licence Agreement in full.

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

9.3 This Licence Agreement may not be assigned by either party to any other person or organisation, 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. The Publisher may assign this Agreement or any part thereof to any transferee of substantially the whole of its business.

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 Licence 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 14 days of posting.

9.5 Neither party shall be liable in any way for failure or delay in performing its obligations under this Licence Agreement if the failure or delay is due to causes outside the reasonable control of the party in default.

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 LICENCE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

9.9 This Licence 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

Name (in block capitals)

Name (in block capitals)

Title

Title

Date

Date

Signature

Signature



Schedule 1 - Pricing and Licensed material

Pricing

The list price of a paper subscription to all the titles in the offer is over \$XXX,XXX, including over \$XX,XXX of new titles online this year. This total of over \$XXX,XXX is discounted by over XX% to just \$XXXX per R&D site. The price of access to the STM Collection has 2 components: an Administration Fee and a Fee Per Site. The annual Fee Per Site is payable by each site wishing to participate. An Administration Fee of \$7,500 is payable annually by the company. The total cost for global online access during 200X, is based on the R&D sites mentioned in schedule 2.

Site fees for X sites	\$XX,XXX
Annual Administration Fee	<u>\$7,500</u>
200X subscription price	\$XX,XXX

The fees are based on the number of titles included and the paper price of each. Prices will be evaluated for 200X on a similar basis.



Licensed Material

All journals mentioned below shall be made available to the licensee during the term of this agreement.



Schedule 2 - Ownership and affiliates

Ownership of the Licensee and sites/affiliates of the Licensee to which the licence is granted in this Licence Agreement: