



THIS LICENSE IS AGREED the _____ day of _____ 201_

between

1. **KONINKLIJKE BRILL NV**, Plantijnstraat 2, 2300 PA Leiden, The Netherlands, ("the Publisher")

and

2. **[FULL CONTRACTUAL NAME]** of [full address] ("the Licensee")

WHEREAS the Publisher holds the rights granted under this License

AND WHEREAS the Licensee desires to use these rights and the Publisher desires to grant to the Licensee the license to use these rights for the Fees, subject to the terms and conditions of this License.

IT IS AGREED AS FOLLOWS: -

1. KEY DEFINITIONS

1.1 In this License, the following terms shall have the following meanings: -

Authorized Users means any of the following persons authorized by the Licensee to access the Licensee's information services via Secure Access:

- i. **Students** means any person undertaking education or research who is currently enrolled as a student only by the Licensee and not by any other institution. Visiting students and researchers are temporarily classed as "Students" whether or not they are registered or enrolled by the Licensee. Students may access the Licensed Materials on-site or off-site.
- ii. **Staff** means any personnel currently used by the Licensee to instruct or direct Students, the Licensee's research staff and administrative and management personnel. Staff may access the Licensed Materials on-site or off-site.
- iii. **Walk-in users** means any person while they are on the premises of the Licensee who use the Licensed Materials for private study or personal interest only.

Commercial Use Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. Neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.



Course Packs	A collection or compilation of printed materials (e.g. book chapters, journal articles) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.
Document	An individual chapter, article or other single item of the Licensed Materials. For the avoidance of doubt, in the License a journal issue, a journal volume or a book will not be regarded as a single Document.
Electronic Reserve	Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered to its students.
Fee	The Fee set out in Schedule 1 or in new Schedules to this License which may be agreed by the parties from time to time.
Learning Object	A self-contained unit of learning, education or training comprising information content, learning activities and metadata designed to explain a stand-alone learning objective.
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 License that may be agreed by the parties from time to time (including such ancillary materials that are owned or controlled by the Publisher and produced specifically to complement, supplement and support the said electronic material or any part of the same including podcasts, data sets, blogs, images, music, games, tests and quizzes).
MARC Records	For the purpose of cataloguing certain Licensed Materials, the Publisher will make available sets of Marc Records as specified in Schedule 1.
Secure Network	A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorized 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	The period to which this License relates and during which the Licensee and the Authorized Users are entitled to access the Licensed materials being the period ending 31 December following the date of this License and each twelvemonth period thereafter, as specified in Schedule 1.
Text and Data Mining	a machine process by which information may be derived by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, or other automated processes and the selection and inclusion of subscribed content into an index or database for purposes of classification or recognition of relations and associations.



Virtual Learning Environment A software system designed to manage and support teaching and learning in education, including systems variously referred to as Course Management Systems, Learning Management Systems, Learning Support Systems, Managed Learning Environments, and similar names.

2. AGREEMENT

- 2.1 The Publisher agrees to grant to the Licensee the non-exclusive and non-transferable right, throughout the world, to give Authorized Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this License, and the Licensee agrees to pay the Fee.
- 2.2 This License shall commence at the beginning of the Subscription Period for each of the Licensed Materials as set out in Schedule 1 or in new Schedules to this License that may be added subsequently; and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.
- 2.3 Renewal may take place by e-mail correspondence between the parties.

3. USAGE RIGHTS

- 3.1 The Licensee, subject to clause 6 below, may:
- 3.1.1 Make such temporary local electronic copies by means of cacheing of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users and not to make available to Authorized Users duplicate copies of the Licensed Material.
- 3.1.2 Allow Authorized Users to have access to the Licensed Materials from the Server via the Secure Network.
- 3.1.3 Provide Authorized Users with integrated access and an integrated author, title, abstract and keyword index to the Licensed Material and all other similar material licensed from other publishers.
- 3.1.4 Provide single printed or electronic copies of individual chapters, articles and other single items at the request of individual Authorized Users.
- 3.1.5 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.
- 3.2 Authorized Users may, in accordance with the copyright laws of The Netherlands and subject to clause 6 below:
- 3.2.1 Search, view, retrieve and display the Licensed Materials.
- 3.2.2 Print a copy or download and save individual chapters, articles or other single items of the Licensed Materials for personal use.
- 3.2.3 Use individual parts of the Licensed Materials within Learning Objects for the Licensee's teaching, learning or training purposes.



- 3.2.4 Use Text and Data Mining technologies to derive information from the Licensed Materials. Authorized Users may use the results of any Text Mining activity for their research, including without limitation the creation of an index, abstract, or description of Licensed Materials, whether in the form of a direct extraction or a representation in any form which is based on subscribed Content. If published, the research must be original and must not amount to a derivative work.
- 3.2.5 Distribute a copy of Documents in print or electronic form to other Authorized Users or to other individual scholars collaborating with Authorized Users but only for the purposes of research and private study; for the avoidance of doubt, this sub-clause shall include the distribution of a copy for teaching purposes to each individual student Authorized User in a class at the Licensee's institution.
- 3.2.6 Download a copy of Documents and share the same with Authorized Users or other individual scholars collaborating in a specific research project with such Authorized Users provided that it is held and accessibly within a closed network that is not accessible to any person not directly involved in such collaboration and provided that it is deleted from such network immediately upon completion of the collaboration.
- 3.2.7 Nothing in this License shall in any way exclude, modify or affect any of the Licensee's statutory rights under the copyright laws of The Netherlands.
- 3.2.8 Staff of the Licensee who publish with the Publisher have self-archiving rights with regard to their work as set out on the website www.brill.com.

4. SUPPLY OF COPIES TO OTHER LIBRARIES

- 4.1 The Licensee may, subject to clause 6 below, supply to an Authorized User of another library within the same country as the Licensee, whether by post or fax or secure transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing, for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual chapter, article or other single item being part of the Licensed Materials.

5. COURSE PACKS AND ELECTRONIC RESERVE

- 5.1 The Licensee may, subject to clause 6 below, incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections and in Virtual Learning Environments for the use of Authorized Users in the course of instruction at the Licensee's institution, but not for Commercial Use. Each Document shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Copies of such Documents shall be deleted by the Licensee when they are no longer used for such purpose. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who are visually impaired.

6. PROHIBITED USES

- 6.1 Neither the Licensee nor Authorized Users may:
 - 6.1.1 remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;

**Single Institution Subscription License**

- 6.1.2 systematically make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this License;
 - 6.1.3 prepare derivative works or download, mount or distribute any part of the Licensed Material on any electronic system or network, including without limitation the Internet and the World Wide Web, other than the Secure Network, except where expressly permitted by this License under clause 3.2.6;
 - 6.1.4 reverse engineer, decompile, alter, abridge or otherwise modify the Licensed Materials or any part of them for any purpose whatsoever, except as expressly provided in this License.
- 6.2 The Publisher's explicit written permission must be obtained in order to:
- 6.2.1 use all or any part of the Licensed Materials for any Commercial Use;
 - 6.2.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users;
 - 6.2.3 publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this License;
 - 6.2.4 alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.
- 7. PUBLISHER'S UNDERTAKINGS**
- 7.1 The Publisher warrants to the Licensee that the Licensed Materials used as contemplated by this License do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this License for any reason. This indemnity shall not apply if the Licensee has amended the Licensed Materials in any way not permitted by this License.
- 7.2 The Publisher shall:
- 7.2.1 make the Licensed Materials available to the Licensee from the Server via the Internet access as specified in Schedule 1. The Publisher will notify the Licensee at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials. If the changes render the Licensed Materials less useful in a material respect to the Licensee, the Licensee may within thirty days of such notice treat such changes as a breach of this License under clause 10.1.2 and 10.1.4.
 - 7.2.2 provide the Licensee, within 30 days of the date of this License, with information sufficient to enable the Licensee to access the Licensed Material.



- 7.2.3 use reasonable endeavours to ensure that the 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.
- 7.2.4 use reasonable endeavours to make the Licensed Materials available to the Licensee and to Authorized 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), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.
- 7.3 Where the Licensed Materials shall not be available to the Licensee for more than thirty (30) consecutive days, the Publisher shall refund to the Licensee a proportion of the Fee prorated to the period of such unavailability within the Subscription Period to which the Fee relates.
- 7.4 The Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for 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. The Publisher shall give written notice to the Licensee of such withdrawal. If the withdrawal represents more than ten per cent (10%) of the Licensed Material, the Publisher shall refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining un-expired portion of the Subscription Period.
- 7.5 The Publisher has arrangements with a third party to provide an archive of the Licensed Materials for the purposes of long term preservation of the Licensed Materials. The archived Licensed Materials will become available to Licensee in the following circumstances:
- If the Publisher applies for an adjudication in bankruptcy ("faillissement") or a suspension of payments ("surseance van betaling"); if the Publisher is declared bankrupt or granted a suspension of payments; if an attachment ("beslag") is made on the Publisher's assets.
- 7.6 Collection and analysis of data on the usage of the Licensed Materials will assist both the Publisher and the Licensee to understand the impact of this License. The Publisher shall facilitate the collection and provision of such usage data on the number of chapters, articles or other single items downloaded or printed, by supplying the tools to Licensee to generate statistics on a monthly basis for the Publisher's and the Licensee's private internal use only. Such usage data shall be compiled in a manner consistent with applicable privacy and data protection laws and as may be agreed between the parties from time to time, and the anonymity of individual users and the confidentiality of their searches shall be fully protected. The Publisher undertakes to provide these usage data in a manner compliant to COUNTER directives. In the case that the Publisher assigns its rights to another party under clause 11.3, the Licensee may at its discretion require the assignee either to keep such usage information confidential or to destroy it.
- 7.7 EXCEPT AS EXPRESSLY PROVIDED IN THIS LICENSE, THE PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OF THE INFORMATION CONTAINED IN THE LICENSED MATERIALS, MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE. THE LICENSED MATERIALS ARE SUPPLIED 'AS IS'.



- 7.8 EXCEPT AS PROVIDED IN CLAUSE 7.1, UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE LICENSEE OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO AUTHORIZED USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE LICENSED MATERIALS. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, THE PUBLISHER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS LICENSE SHALL IN NO CIRCUMSTANCES EXCEED THE FEE PAID BY LICENSEE TO THE PUBLISHER UNDER THIS LICENSE IN RESPECT OF THE SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED.
- THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.
- REGARDLESS OF THE CAUSE OR FORM OF ACTION, THE LICENSEE MAY BRING NO ACTION ARISING FROM THIS LICENSE MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ARISES.

8. LICENSEE'S UNDERTAKINGS

8.1 The Licensee shall:

- 8.1.1 use reasonable endeavours to ensure that all Authorized Users are aware of the importance of respecting the intellectual property rights in the Licensed Materials and of the terms and conditions of this License, and use reasonable endeavours to notify Authorized Users of the terms and conditions of this License and take steps to protect the Licensed Materials from un Authorized use or other breach of this License;
- 8.1.2 use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorized 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;
- 8.1.3 issue passwords or other access information only to Authorized Users, refrain from posting details of the user id and password on the institution's intranet or on the internet, and use all reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- 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 7.2.1. 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 Authorized Users with access to the Licensed Materials as contemplated by this License.

- 8.2 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 AUTHORIZED USERS OR ANY FAILURE BY THE LICENSEE TO PERFORM ITS OBLIGATIONS IN RELATION TO THIS LICENSE, PROVIDED THAT NOTHING IN THIS LICENSE SHALL MAKE THE LICENSEE LIABLE FOR BREACH OF THE TERMS OF THE LICENSE BY ANY AUTHORIZED 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 License, pay the Fee within thirty (30) days of receipt of invoice and, if applicable, within thirty (30) days of receipt of invoice relating to each subsequent Subscription Period and receipt of such payment shall be a condition of this License 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 License shall be terminated:
- 10.1.1 if the Licensee wilfully defaults in making payment of the Fee as provided in this License 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 License 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.
- 10.3 On termination of this License by the Publisher 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 Authorized Users and shall return to the Publisher or destroy all Licensed Materials locally mounted pursuant to clause 3.1.1 and 3.1.2.



Single Institution Subscription License

BRILL

10.4 On termination of this License 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 un-expired part of the Subscription Period.

11. GENERAL

- 11.1 This License constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this License, whether oral or written.
- 11.2 Alterations to this License and to the Schedules to this License are only valid if they are recorded in writing and signed by both parties.
- 11.3 This License 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 License in respect of the management and operation of the Server, 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 License 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 License 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 License, 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 License.
- 11.7 The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.
- 11.8 Either party's waiver, or failure to require performance by the other, of any provision of this License 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.
- 11.9 This License shall be governed by and construed in accordance with the law of the Netherlands.

SCHEDULE 1

LICENSED MATERIALS, FEES, ACCESS METHOD AND MARC RECORDS

A schedule dated [date] to the License dated [date] between Koninklijke Brill NV, Leiden, The Netherlands and [Licensee]

1. THE LICENSED MATERIALS



Single Institution Subscription License

BRILL

Title	Initial Subscription Period	Fee initial Subs. Period
1.		
2.		
3.		
4.		
[etc.]		

List of Licensed Material, for each item list Title, initial Subscription Period, including where relevant the start date and end date, and Fee for the initial Subscription Period.

2. MARC RECORDS

For the purpose of cataloguing certain Licensed Materials, the Publisher will make available sets of Marc Records as specified below.

Title	MARC records	Other records
1.		
2.		
3.		
4.		
[etc.]		

List of titles with MARC Records available. For other record format, please specify.

SCHEDULE 2

LIBRARY PREMISES

A schedule dated [date] to the License dated [date] between Koninklijke Brill NV, Leiden, The Netherlands and [Licensee]

List of addresses of the Licensee's Library Premises, Domain Name(s) and IP addresses and/or ranges:
Class B Network: first two network numbers plus asterisks for host addresses, ie: 125.64.*.*
Class C network: first three network numbers plus an asterisk for host address, ie: 125.64.133.*
Single station: all four numbers, ie 125.64.133.20; or ranges, ie 125.64.133.20-125.64.133.40

Library name & address	Domain name(s)	IP addresses/ranges
------------------------	----------------	---------------------



BRILL

Single Institution Subscription License

Network contact: Name:

Telephone:

Fax:

E-mail address:

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

FOR THE PUBLISHER:

Signature:

.....
Name (in block capitals): J.P.COEBERGH

Date: _____

Position / Title: E.V.P. SALES AND MARKETING

On behalf of Koninklijke Brill NV

FOR THE LICENSEE:

Signature:

Name (in block capitals): _____

Date: _____

Position / Title: _____

On behalf of XXX University