

RIL Electronic Information Licence Agreement

General Version

This agreement is between Research Information Ltd (“RIL”) and any individual or organisation that subscribes to certain RIL publications and/or online information services.

IMPORTANT NOTE: Some local, national or supra-national governmental organisations may be unable to comply with certain clauses in this Agreement -- for example, those concerning governing law -- because of a conflict with their own constitutional obligations. If your organisation is unable to fulfil any terms outlined in this agreement due to such constraints, please feel free to contact Research Information Ltd so that we may formulate a mutually acceptable form of words.

Whereas (a) RIL holds information on web server(s) and makes it available for access by subscribers and (b) the subscriber wishes to access said information.

1. Definitions

“Agent”	A third party appointed from time to time by the Subscriber to act on the Subscriber’s behalf, who may undertake any or all of the obligations of the Subscriber under this Agreement, as agreed between the Subscriber and the Agent.
“Authorised User”	Current faculty, staff and students (for academic institutions) or current employees (for companies or other organisations) officially affiliated with the Subscriber at the Subscriber’s site.
“Commercial Use”	Use for the purposes of monetary reward (whether by or for the Subscriber or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the RIL Electronic Content or RIL Printed Content. (For the avoidance of doubt, neither recovery of direct costs by the Subscriber from Authorised Users, nor use by the Subscriber or by an Authorised User of the Subscription in the course of research funded by a commercial organisation, is deemed to be Commercial Use.)
“Fees”	The Fees that may be agreed by the parties from time to time.
“Licensed Materials”	The RIL Electronic Content or RIL Printed Content provided by the Publisher or Publisher’s Representative as part of the Subscription.
“Publisher’s Representative”	A third party appointed from time to time by the Publisher to act on the Publisher’s behalf and who may execute this Agreement on behalf of the Publisher and undertake any or all of the Publisher’s

“RIL Electronic Content”	obligations under this Agreement as agreed between the Publisher and the Publisher’s Representative. RIL periodicals, books, directories, databases and other materials held in electronic form on computers attached to the Internet.
“RIL Printed Content”	RIL periodicals, books and directories in printed form.
“Secure Network”	A network (whether a standalone network or a virtual network) which is only accessible to Authorised Users approved by the Subscriber and 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 Subscriber.
“Server”	A server, either the Publisher’s server or a third party server designated by the Publisher, upon which the RIL Electronic Content is mounted and made available for access.
“Site”	The Subscriber’s address plus all of the Subscriber’s locations within that same city or within a five (5) mile/eight (8) km radius of the Subscriber’s address. Outlying field stations are also considered to be included in the Subscriber’s site provided (i) they are wholly owned or run by the Subscriber and (ii) the number of Authorised Users at the field station is less than 10% of the number of Authorised Users at the Subscriber’s site.
“Subscriber”	An individual or organisation that subscribes to or has purchased RIL Printed Content or RIL Electronic Content.
“Subscription”	The periodical, book or database in printed or electronic form to which the Subscriber has subscribed.
“Subscription Period”	That period nominally covered by the volumes and issues of the RIL Electronic Content or RIL Printed Content regardless of the actual date of publication.
“Walk-in User”	Walk-in members of the public using workstations located in public areas of library facilities at the Subscriber’s site.

2. Payment

Access to the Subscription will only be granted when payment for the Subscription has been received by RIL, either from the Subscriber or from the Subscriber’s agent.

3. Licence

3.1 RIL agrees to grant the Subscriber a non-exclusive and non-transferable right and licence to give Authorised Users access to the Subscription via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this Agreement, and the Subscriber agrees to pay the

Fees.

- 3.2 This Agreement shall commence at the beginning of the Subscription Period and shall automatically terminate at the end of the Subscription Period unless the parties have previously agreed to renew it.
- 3.3 On termination of this Agreement, the right of access to online materials shall cease with immediate effect.

4. Access to and Availability of the Subscription

- 4.1 RIL will provide access to the Subscription via the Internet. The Subscriber's access to the Subscription will be authorised either via specified Internet Protocol (IP) address ranges agreed in advance with RIL, or by a username and password provided to the Subscriber by RIL.
 - 4.1.1 A Subscriber who chooses to access or to provide access to the Subscription by IP address checking shall ensure that the IP range supplied to RIL allows access only to Authorised Users and Walk-in Users. The Subscriber shall only offer a proxy, or firewall, IP that will allow Authorised Users and Walk-in Users access to the Subscription. It is the responsibility of the Subscriber to verify that any IP address provided to RIL will only allow such access. Multiple site access falls outside the terms of this Agreement, although RIL can arrange a multiple site licence upon request.
 - 4.1.2 A Subscriber who chooses to access or to provide access to the Subscription using an RIL-assigned username and password shall provide the username and password to Authorised Users only. The Subscriber shall not pass on or put the username and password in a place where they can be accessed by anyone other than Authorised Users (for example, the username and password shall not be given to Walk-in Users or be put on a web site).
- 4.2 RIL shall use all reasonable endeavours to make the Subscription available to the Subscriber on a continuous basis, but if access is suspended or interrupted or a fault or defect occurs which prevents access to the Subscription then RIL's liability shall be limited to restoring access as soon as is reasonably practicable. Otherwise RIL shall have no other liability to the Subscriber.
- 4.3 RIL reserves the right to change the format of or the hosting service for the Subscription at any time, but will endeavour to give reasonable notice of any material change to the Subscriber.

5. Authorised Uses

- 5.1 The Subscriber may make the Subscription available on a network or through remote access technology.
- 5.2 The Subscriber may make the Subscription available to Authorised Users and Walk-in Users only. This permitted access extends only to the Subscriber and to such Authorised Users and Walk-in Users individually and may not be transferred or extended to any others.
- 5.3 The Subscriber shall make reasonable efforts to make Authorised Users and Walk-in Users aware of this Agreement and the terms and conditions associated with use of the Subscription, which are available from the RIL web site.
- 5.4 The Subscriber shall endeavour to ensure that storage, display, access and security measures conform to the terms and conditions of this Agreement.
- 5.5 The Subscriber may include printed or electronic copies of items from the Subscription:
 - (i) in anthologies (course packs) in printed or electronic form for sale and/or distribution to Authorised Users, for use in connection with classroom instruction only;
 - (ii) in reserves (in printed or electronic form) set up by the Subscriber for access by Authorised Users in connection with specific courses offered by the Subscriber. Copies of items in electronic form that are included in online course packs or reserves will be deleted by the Subscriber no later than thirty (30) days after the end of term in which the related course concludes.

The words “Reproduced by permission of Research Information Ltd” must appear on such material in such a position and typeface as to be clearly visible to the user.
- 5.6 If the Subscriber anticipates any use of the Subscription that falls outside the terms and conditions given in this Agreement the Subscriber must inform RIL in advance of the proposed user and obtain consent.
- 5.7 Authorised Users are permitted to:
 - 5.7.1 copy (both in printed and electronic form) information from the Subscription and retain it as long as they wish for their personal use;
 - 5.7.2 store information from the Subscription electronically, provided the use is consistent with the other terms and conditions described in this agreement;
 - 5.7.3 distribute or otherwise make available information from the

Subscription to other Authorised Users;

- 5.7.4 include information from the Subscription in a presentation provided the words “Reproduced by permission of Research Information Ltd” appear on such material in such a position and typeface as to be clearly visible to the audience;
- 5.7.5 include information from the Subscription in published work provided permission has been sought and obtained from RIL in advance, except as permitted in accordance with fair use/fair dealing principles. The permission request form* can be used for this purpose.
- 5.8 Authorised Users must obtain special permission from RIL to make information from the Subscription available in any form whatsoever to non-Authorised Users, except as described in Clause 6. This includes, for example:
- (i) making printed or electronic copies of the information from the Subscription for provision to non-Authorised Users;
 - (ii) making available a database of information from the Subscription to non-Authorised Users;
 - (iii) publishing a collection of information from the Subscription for provision to non-Authorised Users.
- 5.9 Walk-in Users are permitted to search the Subscription and to make a copy of their results in accordance with fair use/fair dealing principles for their scholarly, research educational and personal use only. No commercial use of the Subscription is allowed.
- 5.10 Subscribers, Authorised Users and Walk-in Users shall not use any software including without limitation webcrawlers to access RIL Electronic Content which may have a detrimental effect on RIL Electronic Content or access thereto.
- 5.11 Subscribers, Authorised Users and Walk-in Users shall not remove, obscure or modify in any way copyright notices on the Subscription. Subscribers, Authorised Users and Walk-in Users shall take all reasonable precautions to prevent theft or inadvertent illicit use of the intellectual property in the Subscription.
- 5.12 The Subscriber may make such backup copies as are reasonably necessary, and such temporary local electronic copies of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorised Users, but not to make available to Authorised Users duplicate copies of the Licensed Materials.

6. Interlibrary Loan

This Clause applies to Periodicals only.

The Subscriber may use the Subscription for the purpose of supporting interlibrary loan requests for non-commercial use by supplying at any one time a single copy of an article from the Subscription. The article may be sent by post, fax or electronically. The recipient of an electronic version of an article from the Subscription may not forward it to anyone else.

7. Copyright and Ownership

- 7.1 The Subscription is copyright and is subject to all applicable copyright, database protection and other rights of the copyright owner and publisher. Copyright notices in the Subscription may not be removed, obscured or modified in any way. The relevant copyright notice must be displayed on all copies of information made from the Subscription.
- 7.2 The Subscriber acquires no ownership rights in the Subscription and all such rights remain with the copyright owner.

8. Confidentiality of Subscriber Data

RIL maintains server logs which contain detailed Authorised User and Walk-in User access information including without limitation date and time of access, IP address or username/password employed and specific file name and type downloaded from the Subscription. This access information may be used by RIL and its agents for customer support purposes. RIL shall use its best endeavours to keep confidential from third parties the Subscriber's access information and usage statistics. In the case that RIL assigns its rights in this Agreement to a third party the Subscriber may at its discretion require this assignee either to keep such usage statistics confidential or to destroy them. RIL will comply with the requirements of the data protection legislation currently in force.

9. Term

Either Clause 9.1 or Clause 9.2 will apply depending on the Subscription.

- 9.1 This sub-clause applies to Periodicals only.

Unless otherwise terminated in accordance with Clause 11, this Agreement will be effective for an unlimited term in respect of the volume to which the Subscriber has subscribed.

- 9.2 This sub-clause applies to Databases only.

Unless otherwise terminated in accordance with Clause 11, this Agreement will be effective for the period for which the Subscriber has paid the subscription fee.

10. Warranties and Liabilities

- 10.1 RIL uses reasonable endeavours to ensure that the Subscription is accurate, error free and up-to-date but RIL accepts no liability for omissions or errors therein or their consequences. RIL shall not be liable for any consequential direct or indirect loss or damage of any nature whatsoever alleged to be caused by errors or omissions in the Subscription provided that nothing in this Agreement shall prevent RIL being liable for death or personal injury caused by its negligence or that of employees servants or agents or otherwise insofar as any liability cannot be lawfully limited or excluded.
- 10.2 RIL uses reasonable endeavours to ensure that the Subscription is fault-free and uncorrupted but RIL accepts no liability for faults or corruption of the Subscription or their consequences, including but not limited to any defects caused by the transmission and processing of the Subscription by the Subscriber. RIL shall not be liable for any consequential direct or indirect loss or damage of any nature whatsoever alleged to be caused by faults, corruption of the Subscription or transmission and processing of the Subscription by the Subscriber provided that nothing in this Agreement shall prevent RIL being liable for death or personal injury caused by its negligence or that of employees servants or agents or otherwise insofar as any liability cannot be lawfully limited or excluded.

11. Termination

- 11.1 In the event of a breach of any of its obligations under this Agreement, the Subscriber shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from RIL. Within the period of such notice the Subscriber shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Subscriber fails to remedy such a breach within thirty (30) days, RIL may terminate this Agreement upon written notice to the Subscriber.
- 11.2 If RIL becomes aware of a material breach of the rights granted to the Subscriber under this Agreement that RIL reasonably believes will cause immediate and severe economic injury, RIL will notify the Subscriber immediately in writing and shall have the right to temporarily suspend the Subscriber's access to the Subscription. The Subscriber shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from RIL. Once the breach has been remedied or the breaching activity halted, RIL will immediately reinstate access to the Subscription. If the Subscriber does not satisfactorily remedy the breaching activity within thirty (30) days, RIL may

- terminate this Agreement upon written notice to the Subscriber.
- 11.3 RIL reserves the right to terminate this Agreement for any reason following sixty (60) days written notice to the Subscriber. In this case RIL will give the Subscriber a refund only on RIL Electronic Content that it subscribes to on a pro rata basis.
- 11.4 Upon termination, cancellation, or expiration of this Agreement Subscribers, Authorised Users and Walk-in Users may retain printed and electronic copies of information from the Subscription. Clauses 5.5, 5.7.4, 5.7.5, 5.9, 5.11 and 7 shall continue in full force and effect.

12. Undertakings by Both Parties

Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

13. Entire Contract

This Agreement constitutes the entire contract between the parties.

14. Alteration of Agreement

The terms and conditions contained in this Agreement are subject to change at the discretion of RIL following thirty (30) days written notice to the Subscriber. Continued use of the Subscription by the Subscriber after notification of such changes shall be deemed to be acceptance of the changes by the Subscriber.

15. Assignment

This Agreement may not be transferred or assigned to a third party by the Subscriber.

16. Severability

Any provision in this Agreement prohibited unlawful or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Agreement.

17. Force Majeure

Neither party shall be responsible for any failure or delay in the performance of their obligations under this Agreement because of circumstances beyond their reasonable control.

18. Governing Law

The terms set out in this document shall be governed by and construed in accordance with the laws of England.