# DIGITAL LICENCE AGREEMENT - SCHEDULE

|  |  |
| --- | --- |
| **AGREEMENT DATE:** | [ insert date ] |
| **Parties:** |  **Licensor:** **Bloomsbury Publishing Plc** whose registered office is situated at 50 Bedford Square, London, WC1B 3DP**Licensee:****Address 1:****Address 2:****City:** **Country:** **Zip/Postcode:**  |
| **Licensed Products:** | The online materials made available for access at **www.socialworktoolkit.com** from time to time. |
| **Chargeable Users:** | Licensee’s full and part-time faculty members, researchers, staff and students during the 12 month period prior to the Commencement Date.ORLicensee’s full and part-time faculty members, researchers, staff and students solely within the [specify Department] during the 12 month period prior to the Commencement Date |
| **Commencement Date:** | [ ] |
| **License Period:** | 12/36 months from the Commencement Date. The License Fee is payable annually in advance. |
| **Licence Fee**: | [£ ] (excluding VAT). Per AnnumTotal fee for 12/36 month access: [£ ] |
| **Helpdesk:** |  |
| **Site:** | www.socialworktoolkit.com |
| **Contact Details:** | Licensor:[Employee Name – first.last@bloomsbury.com]Licensee:[Customer Name – customer@email.com] |

This Schedule together with the attached General Terms and Conditions shall constitute the agreement between the above parties concerning the grant of access to the Licensed Products (**“Agreement”**).

**Date………………………………..**

**Date………………………………..**

**Signed by: ........................................**

**For and on behalf of Licensee**

**Signed by: .........................................**

**For and on behalf of the Licensor**

**The parties each acknowledge acceptance of and agreement to the terms of this Agreement.**

**GENERAL TERMS AND CONDITIONS**

1. INTERPRETATION
	1. In this Agreement (as defined below), unless the context requires otherwise, the following expressions have the following meanings:

"**Agreement**": means as defined in the Schedule;

"**Authorised User**": (a) every member of the teaching and research staff employed by or otherwise accredited to the Licensee whether full-time or part time; (b) every student enrolled or accredited to the Licensee for the purposes of full-time or part-time attendance; (c) individual members of the public registered as users of the Licensee's library or information service; and (d) individual members of the public permitted to use the Licensee's library or information services; in each case who are permitted general access to the Secure Network by the Licensee;

"**Chargeable Users**": as set out in the Schedule;

"**Customer Support**": the Helpdesk (as set out in the Schedule) providing reasonable e-mail and telephone support; "**Commencement Date**": as set out in the Schedule;

"**Licence Fee**": as set out in the Schedule. License Fees are based on an annual subscription and are due for the initial License Period and any subsequent renewal pursuant to clause 4.1;

"**License Period**": as set out in the Schedule or as otherwise renewed pursuant to Clause 4.1.

"**Licensed Products**": as set out in the Schedule;

"**Secure Network**": the Licensee's local area network system of connected computers at the Site which is only accessible by Internet Protocol (IP) ranges, Referring URL, Username and Password or another means of authentication agreed in writing between the Licensor and the Licensee**;**

"**Schedule**": the attached Schedule to this Agreement; and

**“Site**”: the premises located at the Address/es set out in the Schedule.

* 1. The failure of any party to enforce any provision of this Agreement on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.
1. DELIVERY AND GRANT OF RIGHTS
	1. Subject to the Licensee complying with its obligations under this Agreement, the Licensor grants to the Licensee the following non-exclusive and non-transferable rights (**"the Rights"**), for the License Period:
2. to access and to permit its Authorised Users to access via the Secure Network at any time (subject to Clause 6.3) the Licensed Products for education, research, teaching, and private study purposes only including by remote access with the exception of members of the public who are permitted to access the Licensed Products solely via computers located at the Site;
3. to download and print copies of parts of the Licensed Products made available for this purpose for personal use or for pedagogical purposes and you understand and agree that such materials are made available for download by way of a non-exclusive, revocable and personal license only; and
4. to create a hypertext link to any part of the Licensed Products provided that no person other than an Authorised User may use such hypertext link.
	1. The Licensee may not assign, sub-license, transfer, charge or otherwise dispose of its rights under this Agreement without the prior written consent of the Licensor.
	2. Title to, and ownership of, the Licensed Products and any trademarks, copyrights and database rights relating to the Licensed Products and/or the platforms hosting the Licensed Products is not transferred to the Licensee and remains vested in the Licensor, subject to the Rights granted in Clause 2.1. The Licensee acknowledges that any rights not expressly granted in this Licence are reserved to the Licensor.
	3. The Licensee is responsible for the provision of and payment for the computer equipment and communication services necessary for access to and use of the Licensed Products. The Licensor shall not issue credits or refunds against charges incurred by the Licensee in relation to such communication services or those incurred contacting Customer Support. The Licensee accepts that the Licensor has no control over such communication services and that the Licensor shall have no liability to the Licensee for the acts or omissions of providers of communication services or for faults in or failures of their apparatus or of the Licensee's computer equipment.
	4. Licensor reserves the right to discontinue publication and/or distribution of any part of the Licensed Products and to withdraw, edit or amend any part of the Licensed Products to which it no longer retains the right to publish or which it reasonably believes is incorrect or may give rise to a legal claim.
	5. Nothing in this Agreement shall constitute a waiver of any statutory rights held by the Licensee and Authorised Users from time to time under the Copyright, Designs and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002.
5. USAGE RESTRICTIONS

Except as expressly permitted in Clause 2.1, the Licensee warrants that it will not, nor will it licence or permit others to, directly or indirectly, without the Licensor's prior written consent:

1. Save as expressly permitted under applicable law, sell, reproduce, distribute, license, rent or otherwise exploit the Licensed Products, or any element of them by any means nor post any part of the Licensed Products on public or personal websites or on public networks;
2. make the Licensed Products, or any element of them, available by any means to persons other than Authorised Users;
3. remove, modify or obscure the Licensor's copyright or other notices, trademarks, logos, service marks or any other proprietary rights from the Licensed Products;
4. except as permitted under applicable law, alter, amend, modify, translate, change or create any derivative work of the Licensed Products or any element of them; or
5. except as permitted under applicable law, make mass, automated or systematic extractions from or hard copy storage of the Licensed Products or use routines designed to continuously and automatically search and index the Licensed Products (full text and meta data) such as webcrawling or spider programs or engage in any activity likely to burden the platforms hosting the Licensed Products.
6. TERM AND TERMINATION
	1. The License Period shall have an initial term as set forth in the Schedule. The License Period shall automatically renew for successive one year periods unless terminated by either party upon at least two (2) months’ written notice prior to the end of the then current License Period.
	2. If termination of the License Period occurs as a result of notice being given by the Licensee under Clause 4.3, 4.5 or 9.2 or by the Licensor under Clauses 4.6 or 9.2 the Licensor shall repay the Licensee a pro-rateable proportion of the Licence Fee as represents the paid for but unexpired License Period at the date of termination.
	3. Either party may terminate this Agreement at any time upon written notice to the other if the Licensee is unable to exercise the Rights due to the Licensed Products being unavailable for a period in excess of 50 hours (in aggregate) in any continuous period of 1,000 hours as a result of any act or omission of the Licensor (including, without limitation, any temporary or permanent discontinuation of provision of access to the Licensed Products by the Licensor).
	4. Without prejudice to any other rights the Licensor may have, the Licensor may suspend the provision of the Licensed Products to the Licensee with immediate effect on written notice without liability if the Licensor believes any Licensed Product is being used in a manner that contravenes the provisions of this Agreement, or in the event of delay or failure to pay in accordance with Clause 5 below.
	5. Either party may terminate this Agreement (at any time upon written notice to the other if the other party commits a material breach of any term of this Agreement (for the avoidance of doubt non-payment of any fees as they fall due under this Agreement by the Licensee shall constitute a material breach). The termination will become effective thirty days after receipt of written notice unless, in the case of a remediable breach, during the relevant period of thirty days the defaulting party has remedied the breach. Either party may terminate the Agreement forthwith on notice in writing to the other if (i) the other party is unable to pay its debts or ceases or threatens to cease to carry on business, (ii) a meeting of creditors of the other party is held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) is proposed by or in relation to that party, (iii) a chargeholder, receiver, administrative receiver or other similar person takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) on the whole or a material part of the assets of the other party (iv) a petition is advertised or a resolution is passed or an order is made for the administration or the winding-up, bankruptcy or dissolution of the other party, or (v) any event analogous to any of the foregoing occurs in any jurisdiction.
	6. Licensor may terminate this Agreement at any time upon at least thirty days’ prior written notice to the Licensee.
	7. On termination of the License Period for any reason, the Licensee shall have no further rights of any kind to the Licensed Products and the Licensee shall destroy and use its best endeavours to procure that all Authorised Users destroy, all parts of the Licensed Products stored on its Secure Network or personal electronic devices and physical storage media.
7. LICENCE FEE
	1. The Licensee shall pay to the Licensor the Licence Fee and any other payments under this Agreement within 30 days of the date of invoice.
	2. All amounts specified as payable by the Licensee under this Agreement shall be exclusive of any sales, use, withholding, value added or similar taxes government fees or levies or assessments. Collection and/or remittance of such taxes to the relevant tax authority shall be the responsibility of the party who has the legal obligation to do so.
	3. The Licence Fee and is assessed on the number of the Licensee's Chargeable Users during the 12 month period prior to the applicable payment date. The Licensee must immediately notify the Licensor if at any time the actual number of Chargeable Users during the initial twelve (12) months’ of the License Period exceeds the number of Chargeable Users stated in the Schedule. The Licensee acknowledges that in the event that such number of Chargeable Users increases then the Licence Fee will be increased in accordance with the Licensor's then applicable charges for any subsequent 12 month period.
8. RIGHTS AND OBLIGATIONS OF LICENSOR
	1. Licensor may control access to the Licensed Products through Internet Protocol (“IP”) authentication or another authentication method reasonably determined by Licensor.
	2. Licensor reserves the right to monitor, investigate and analyse all available data to detect misuse of the Licensed Products.
	3. Licensor shall use commercially reasonable efforts to provide online access to the Licensed Products subject to periodic unavailability due to (a) technical issues (b) server and software maintenance; which shall not exceed a period of 50 hours (in aggregate) in any continuous period of 1000 hours. Licensor shall use commercially reasonably efforts to restore access to the Licensed Products as promptly as possible in the event of an interruption or suspension of access to the Licensed Products.
	4. The content of the Licensed Products is subject to change without notice in order to amend, edit, update or replace.
	5. To the extent permitted under applicable laws, Licensor may provide anonymised and aggregated date on usage of the Licensed Products during the License Period.
9. LICENSEE'S UNDERTAKINGS
	1. The Licensee will take all reasonable steps to ensure that the Licensed Products are used only in accordance with the terms and conditions of this Agreement and shall inform Authorised Users of the permitted use, restrictions and other provisions set out in this Agreement.
	2. The Licensee will notify the Licensor immediately of infringements that come to the Licensee's notice and the Licensee agrees to co-operate with the Licensor as appropriate to stop further abuse should it occur.
	3. Nothing in this Agreement shall make the Licensee liable for breach of the restrictions set out in the terms and conditions of this Agreement by any Authorised User as long as the Licensee complied with the terms of Clauses 6, 7.1 and 7.2 and did not cause, intentionally assist in or encourage such breach nor allowed it to continue after having received notice of such breach whether from the Licensor or otherwise. However, in the event of continuing abuse the Licensor shall be entitled to terminate this Agreement.
10. WARRANTIES, UNDERTAKINGS AND INDEMNITIES
	1. The Licensor warrants to the Licensee that it has full right and authority to grant the Rights to the Licensee and that the use by the Licensee of the Licensed Products in accordance with this Agreement will not infringe the rights of any third party.The Licensor shall indemnify the Licensee from and against any and all third party claims, demands, costs, losses and liabilities (including reasonable attorney fees) incurred by the Licensee which arise out of a breach of the warranty in Clause 8.1 provided that the Licensee must inform the Licensor immediately upon becoming aware of any claim, not attempt to compromise or settle the claim and give reasonable assistance to the Licensor who shall be entitled to assume sole conduct of any defence and/or settlement with counsel of the Licensor’s choice at its expense.
	2. The Licensor shall have the right at its sole option:
11. to procure the right for the Licensee to continue using the Licensed Products;
12. to make such alterations, modifications or adjustments to the Licensed Products that it becomes non- infringing without incurring a material reduction in performance or function; or
13. to replace the Licensed Products with non-infringing substitutes provided that such substitutes do not entail a material reduction in performance or function.
	1. Without prejudice to the generality of the foregoing, the Licensor shall not be liable for any damages arising from:
14. use of the Licensed Products by the Licensee or any Authorised User other than as expressly permitted under this Agreement;
15. any failure or malfunction resulting wholly or to any material extent from the Licensee's and/or Authorised user’s wilful misconduct, negligence, operator error or use other than in accordance with the User Documentation;
16. the failure by the Licensee to implement recommendations previously advised by the Licensor in respect of, or solutions for, faults in the Licensed Products; or
17. the decompilation or modification of the Licensed Products or its merger with any other program by any person other than the Licensor or its authorised agent; or
18. the Licensee or any Authorised User being unable to exercise the Rights due to the Licensed Products being unavailable as a result of any act or omission of the Licensor provided that the period for which the Licensed Products is not available shall not exceed a period of 50 hours (in aggregate) in any continuous period of 1000 hours.
	1. Except as expressly set out in this Agreement and subject only to clause 11.1, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Licensed Products. In particular, neither Licensor nor anyone else warrants that the operation of any Licensed Products will be uninterrupted, contaminant-free or error-free, or that they will meet the Licensee’s requirements. No oral or written information or advice given by any representative of the Licensor or by anyone else shall create any warranties.
19. FORCE MAJEURE
	1. Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, floods, governmental restrictions, power failures, or damage or destruction of any network facilities or services, shall not be deemed a breach of this Agreement.
	2. If any event set out in Clause 9.1 shall continue for a period in excess of 30 days either party shall be entitled to terminate this Agreement forthwith by written notice to the other.
20. NOTICE

Any notice to be served om either party by the other pursuant to this Agreement shall be in writing sent by prepaid recorded delivery or registered post to the registered office of the party as set out in the Schedule or to such other address as notified by either party to the other as its address for service of notices and all such notices shall be deemed to have been received within 48 hours after posting.

1. LIABILITY
	1. Neither party excludes or limits liability to the other party for death or personal injury caused by its own negligence, gross negligence and intent or any other liability the exclusion or limitation of which is prohibited by law.
	2. Except as provided for in Clause 11.1 above, the liability of the Licensor in respect of any and all claims (whether in contract or in tort) arising out of or in connection with this Agreement is limited in respect of each event or series of connected events to the greater of GBP10,000 or an amount equal to the fees paid under this Agreement.
	3. Except as provided for in Clause 11.1, notwithstanding anything else contained in this Agreement, in no event shall the Licensor be liable to the Licensee for:
2. loss of profits, business, revenue, goodwill, anticipated savings; and/or
3. indirect, special, incidental or consequential loss or damage including but not limited to, loss of data, business interruption or loss of profits; and
4. any inaccuracies or omissions in the Licensed Products.

12. DATA PROTECTION

12.1 For the purposes of this Clause, the terms “controller”, “personal data” and “processing” shall have the meanings given to them in the General Data Protection Regulation 2016/679 (“GDPR”). In addition to this Agreement, please read the Privacy Policy and Cookies Policy [https://socialworktoolkit.com/Privacy\_policy] carefully as it governs the Licensor’s collection and use of personal data about the Authorised Users (“their personal data”).

12.2 The Licensee acknowledges that the Licensor may process data (including their personal data) in connection with the provision of services, products or applications by the Licensor pursuant to this Agreement.

12.3 The Licensee acknowledges and confirms that both the Licensor and the Licensee are independent controller of their personal data and that both Parties will individually determine the purposes and means of processing with regard to their personal data.

12.4 The Licensee further confirm that it will obtain and maintain all appropriate permissions and valid consents, where required under all applicable data protection laws, in order to permit the processing of their personal data in connection with the Licensed Products. In case such consent is legally required the Licensee will:-

(a) maintain a record of all consents obtained from Authorised Users, including the time and date on which the respective consent was obtained, the information presented to the Authorised User in conjunction with obtaining the consent and all withdrawals of consent; and

(b) upon written notice, make the aforementioned records available to the Licensor.

13. GOVERNING LAW

The Agreement is governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.

14. SEVERABILITY

In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

15. WAIVERS

No provision of this Agreement or breach thereof may be waived except in a writing signed by the party against whom the waiver is sought to be enforced.

16. ASSIGNMENT

The Licensor may assign its rights or delegate its obligations, or any part thereof under this Agreement, or use subcontractors, without the prior consent of the Licensee. The Licensor will require any such party comply with the Licensor’s obligations under this Agreement. The Licensee may not assign its rights or delegate its obligations or any part thereof under this Agreement without the prior consent of the Licensor. Any attempt by the Licensee to assign or delegate any rights or obligations set forth in this Agreement without the Licensor’s prior consent shall be null and void.

17. ENTIRE AGREEMENT

This Agreement supersedes and replaces all prior agreements and understandings, whether written or oral, between the parties concerning the subject matter hereof. This Agreement constitutes the entire agreement between the parties concerning its subject matter and cannot be modified, nor may any of its provisions be waived, except when executed in written form and signed, or signed by DocuSign electronic signature, in each case by both parties, except that in the case of waivers or consents, the foregoing requirements shall apply solely to the party giving such waiver or consent.

18. THIRD PARTY RIGHTS

Nothing in this Agreement is intended to confer rights on any third party.