



Access Agreement

BETWEEN CAMBRIDGE UNIVERSITY PRESS of The Edinburgh Building, Shaftesbury Road, Cambridge CB2 8RU, United Kingdom ("the Publisher") of the one part and your educational institution or consortium ("You") of the other part.

Use of the Cambridge Books Online website ("CBO") is subject to the terms of this Agreement. By clicking to accept this Agreement You are indicating that You accept the terms and conditions set out below. If you do not accept the terms of this Agreement You are not authorised to use or continue using CBO.

1. DEFINITIONS

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

Authorised Users Current members of the faculty and other staff or Members of Your institution (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at Your institution(s), as well as retired faculty and staff with Emeritus or equivalent status, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorised Users work or study (including but not limited to Authorised Users' offices and homes, halls of residence and student dormitories) and who have been issued by You with a password or other authentication together with other persons who are permitted to use Your library or information service and permitted to access the Secure Network but only from computer terminals within Your Library Premises. Additional groups of Authorized Users (e.g. alumni) may be included, with the agreement of both parties. Details about any additional groups of Authorized Users and applicable fee(s), if any, will be included in an attached Schedule to this Agreement.

Commercial Use Use for the purposes of monetary reward (whether by or for You or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Work. For the avoidance of doubt, neither recovery of

direct costs by You from Authorised Users, nor use by You or by an Authorised User of the Work in the course of research funded by a commercial organisation, is deemed to be Commercial Use.

Course Packs	A collection or compilation of materials (e.g. book chapters) in either print or electronically, assembled by Your members of staff for use by students in a class for the purposes of instruction.
Effective Date	The date that You click to accept the terms and conditions of this Agreement.
Fee	The fee or fees agreed in the Order Confirmation process or other exchanges with the Publisher, which the relevant purchasing body has already accepted in respect of Your access to CBO.
Order Confirmation	The invoice order details which the relevant purchasing body has already agreed with the Publisher in respect of Your access to CBO.
Library Premises	The physical premises of the library or libraries operated by You as defined in details recorded by the Publisher as part of the Order Confirmation process.
Member	A university, other educational institution or research organisation affiliated to You as a member of Your consortium (as defined in details recorded by the Publisher as part of the Order Confirmation process), and which has agreed by virtue of its membership to be bound by the terms and conditions of this Agreement as if it were a party to it jointly with You.
Publisher's Server	The server on which the Work is mounted and may be accessed.
Secure Network	A network (whether a standalone network or a virtual network within the Internet), as defined in details recorded by the Publisher as part of the Order Confirmation process, which is only accessible to Authorised Users approved by You whose identity is authenticated at the time of log-in and periodically thereafter consistent with current reasonable practice.
Terms and Conditions of Sale	The separate agreement, which must be accepted by the purchasing body responsible for payment of the Fee.

Terms of Use	The terms and conditions accessible on the CBO website for the information of Authorised Users to inform them of their rights and responsibilities in respect of use of CBO.
VLE	Means an electronic virtual learning environment made available by You and Your members of staff for use by students in a class for the purposes of instruction.
Work	The electronic material of Cambridge Books Online, which shall include electronic versions of printed titles and collections together with any additional material that the Publisher makes available to the Licensee.
You / Your	The educational institution or consortium that wishes to enter into this Agreement with the Publisher on behalf of itself and its Authorised Users. The Publisher shall be entitled to assume that the person clicking to accept the terms of this Agreement is authorised to enter into this Agreement on behalf of the institution or consortium.

2. AGREEMENT

(a) The Publisher agrees to grant You the non-exclusive and non-transferable right, throughout the world, to give Authorised Users access to the Work via the Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this Agreement, and to payment of the Fee.

(b) This Agreement shall commence on the Effective Date and shall continue for the duration of the period to which the Fee applies unless terminated under the provisions of clause 8 below.

(c) On termination of this Agreement under the provisions of clause 8(a)(ii), (v) or (vi), the Publisher shall, if it receives a written request from You no later than sixty (60) days after termination, provide You with the contents of the Work as electronic files (the exact format to be determined by the Publisher at the time) without functionality or programming for You to hold in Your archive and, if You so desire, to make available in that pared-down form to Authorised Users, it being understood that provision and use of such electronic files shall continue to be subject to the same terms and conditions as those outlined in clauses 3 and 4 below.

3. USAGE RIGHTS

(a) You, subject to clause 4 below, may:

(i) allow Authorised Users to have access to the Work from the Publisher's Server via the Secure Network;

(ii) access, search and view the Work for the purpose of internal marketing or testing or for training Authorised Users or groups of Authorised Users;

(iii) supply to the library of an institution within the same country as You (whether by post, fax or secure transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing), for the purposes of individual research or private study by an Authorised User of the library and not for Commercial Use, a single paper copy of an individual document forming part of the Work, provided that the limits detailed in clause 3(b)(ii) and (iii) below continue to apply.

(iv) incorporate parts of the Work in Course Packs and/or VLEs to be used by Authorised Users in the course of instruction (but not for Commercial Use) at Your institution and hosted on a Secure Network. Each such item shall be subject to the limits detailed in clauses 3(b)(ii) and (iii) below, and shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, copyright notice, and the publisher. You shall delete copies of such items 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 Authorised Users who, in Your reasonable opinion, are visually impaired.

(v) CREATE PERSISTENT LINKS to individual articles for access by Authorized Users for Permitted Uses under this Agreement, from within secure authentication environments.

(vi) ALTER or MODIFY the Work as necessary to provide an equivalent level of service to Authorized Users with appropriately documented print or other disabilities.

(vii) SCHOLARLY SHARING. Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Work for personal use or scholarly, educational, or scientific research or professional use. Each such item shall be subject to the limits detailed in clauses 3(b)(ii) and (iii) below, and shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, copyright notice, and the publisher.

(viii) FEDERATED SEARCH. Members and Authorized Users may include the Work in federated or metasearch services provided that no metadata is deposited with such third parties on behalf of the Publisher.

(b) Authorised Users may, subject to clause 4 below:

(i) Access, search and view the Work for personal use only;

(ii) copy and paste one chapter of each title in the collection in question, or up to 5% of the pages from the total collection, whichever is the greater, for personal use only, during any given four-week period, unless otherwise stated in a collection;

(iii) make printed copies of one chapter or up to 20% of the pages from the total collection, whichever is greater, for personal use, during any given four-week period, unless otherwise stated in a collection.

(c) In the event that You or Your Authorised Users open more than 100 pdfs forming part of the Work in any one-hour period, an email shall be sent automatically to the Publisher's administrators. The Publisher's administrators reserve the right to contact Your administrators on receipt of such email to ask You to investigate such usage and ensure it complies with the terms of this Agreement. In the event that such usage does not comply with the terms of this Agreement, it will be considered a material breach and the Publisher shall be entitled to terminate this Agreement under clause 8(a)(iii) below.

(d) Nothing in this Agreement shall in any way exclude, modify or affect any of Your statutory rights under applicable copyright law.

4. PROHIBITED USES

(a) Neither You nor any Authorised User may:

(i) remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Work;

- (ii) download, mount or distribute all or any part of the Work to the Secure Network, or to any other electronic network, including, without limitation, the Internet and the World Wide Web, except as otherwise provided herein;
 - (iii) engage in systematic copying or downloading of the Work, or transmit any part of the Work by any means to anyone who is not an Authorised User, except as otherwise provided herein;
 - (iv) allow copies to be stored or accessed by anyone who is not an Authorised User;
 - (v) alter, abridge, adapt or modify the Work except to the extent necessary to provide access to Authorised Users under the terms of this Agreement;
 - (vi) reverse engineer, decompile, disassemble or otherwise alter software;
 - (vii) make the Work available in any other form or medium or create derivative works without the written permission of Cambridge University Press. For permissions information, please follow the 'Rights and permissions' quick-link on the Cambridge website for your region, via <http://www.cambridge.org>;
 - (viii) maintain downloaded copies of the Work after expiration of Your access period.
- (b) The Publisher's explicit written permission must be obtained in order to:
- (i) use all or any part of the Work for any Commercial Use;
 - (ii) distribute the whole or any part of the Work to anyone other than Authorised Users;
 - (iii) publish, distribute or make available the Work, works based on the Work or works which combine it with any other material, other than as permitted in this Agreement.

5. PUBLISHER'S UNDERTAKINGS

(a) The Publisher warrants to You that the Work used as contemplated by this Agreement does not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold You 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 You claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if You or any Authorised User has amended the Work in any way not permitted by this Agreement.

(b) The Publisher shall:

- (i) make the Work available to You from the Publisher's Server;
- (ii) provide You, as soon as possible and no later than thirty (30) days after the Effective Date, with information sufficient to enable You to access the Work;
- (iii) use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support Your usage 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 Agreement;
- (iv) use reasonable endeavours to make the Work available to You and Your Authorised Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to You in advance wherever possible), and to restore access to the Work as soon as possible in the event of an interruption or suspension of the service.

(c) The Publisher reserves the right at any time to withdraw from the Work 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 You of such withdrawal. If the withdrawal results in the Work being no longer useful to You, You may within sixty (60) days of such notice treat such changes as a breach of this Agreement under clause 8(a)(iii) below.

6. LICENSEE'S UNDERTAKINGS

(a) You shall:

(i) use reasonable endeavours to ensure that all Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the Work and of the sanctions which You will impose for failing to do so, and that they are aware of their rights and responsibilities set out in the Terms of Use;

(ii) use reasonable endeavours to notify Authorised Users of the terms and conditions of this Agreement and take steps to protect the Work from unauthorised use or other breach of this Agreement;

(iii) use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorised 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;

(iv) provide the Publisher, as soon as possible and no later than thirty (30) days after the Effective Date, with information sufficient to enable the Publisher to provide access to the Work in accordance with its obligation under clause 5(b) above. Should You make any significant change to such information, You agree to notify the Publisher not less than ten (10) days before the change takes effect;

(v) use best endeavours to ensure that appropriate security is in place in order that only Authorised Users are permitted access to the Work.

7. INTELLECTUAL PROPERTY RIGHTS

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

(b) You acknowledge that all rights relating to CBO and the Work are the sole and exclusive property of Cambridge University Press and that this Agreement does not convey any right, title or interest therein except the right to use CBO and access the Work in accordance with the terms and conditions of this Agreement.

(c) In addition to the provisions of clauses 4(a)(i) and 6(a) above, You undertake to ensure that the intellectual property rights of the copyright holder and the software owners and the moral rights of the authors of the Work are not infringed.

(d) The Work in this form is copyright © Cambridge University Press or published under exclusive license from the copyright holder by Cambridge University Press.

8. TERM AND TERMINATION

(a) This Agreement shall be terminated if:

(i) You serve notice to the Publisher of Your desire to terminate for any reason, no later than six (6) months before the end of a calendar year (termination then to occur at the end of that calendar year);

(ii) the Publisher serves written notice to You of its desire to terminate for any reason, no later than six (6) months before the end of a calendar year (termination then to occur at the end of that calendar year);

- (iii) the other party commits a material or persistent breach of any term of this Agreement and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the other party;
 - (iv) the other party becomes insolvent or becomes subject to receivership, liquidation or similar external administration;
 - (v) access, capacity, or technical services of the Publisher are incapable of providing reliable use of the Work or otherwise frustrate Your intent in entering into this Agreement and such technical issues cannot be resolved by the Publisher within sixty (60) days of notification in writing from You;
 - (vi) the Publisher no longer has the right or capacity to provide the Work.
- (b) This Agreement may be terminated by the Publisher if:
- (i) You default in making payment of the Access Fee or any relevant part thereof and fail to remedy such default within sixty (60) days of notification in writing by the Publisher;
 - (ii) You commit 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 4 in respect of prohibited uses.
- (c) Except as otherwise provided herein, and subject to clause 2(c), on termination all rights and obligations of the parties automatically terminate except for Your obligations in respect of any contents of the Work provided to You under the provisions of clause 2(c).
- (d) On termination of this Agreement for cause, as specified in clause 8(b), You shall immediately cease to make available the Work to Authorised Users.
- (e) On termination of this Agreement, no Fee paid up to the date of termination shall be re-payable by the Publisher.
- (f) The termination provisions of the Terms and Conditions of Sale shall override those of this Agreement in respect of purchasing bodies who have accepted the Terms and Conditions of Sale in cases where such bodies are different from You.

9. DISCLAIMERS

- (a) Owing to the nature of the Internet we cannot guarantee that CBO or the websites to which it is linked will always be available to users. You should ensure that You have appropriate protection against viruses and other security arrangements in place whilst using the Internet.
- (b) Although every reasonable effort has been made to ensure that the information on this website was accurate at the time of publication, it is subject to variation at any time without notice and we do not give any warranty that any such information will be accurate or complete at any particular time or at all.
- (c) This website and any information or other material contained in it are made available strictly on the basis that you accept it on an 'as is' and 'as available' basis. Where you rely on any information or other material contained in it, you do so entirely at your own risk and you accept that all warranties, conditions and undertakings, express or implied, whether by common law, statute, trade usage, course of dealings or otherwise in respect of this website are excluded to the fullest extent permitted by law.
- (d) The Publisher excludes all liability whatever, to the fullest extent permitted by law, in respect of any loss or damage resulting or arising from any non-availability or use of this website or of any other website linked to it, or from reliance on the contents of this website or any material or content accessed through it.

10. DATA PROTECTION

You understand that the Publisher acts in accordance with the UK Data Protection Act 1998 and **Personal Data** has the meaning given to it under said Act. The Publisher will use Your Personal Data in connection with the administration of and fulfilment of the services provided under this Agreement, and as may be further detailed in the Publisher's Privacy Policy (<http://www.cambridge.org/policy/privacy/>) which may be revised from time to time. This clause shall survive termination of this Agreement.

11. GENERAL

(a) This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Agreement, whether oral or written.

(b) The Publisher may change, add or remove portions of this Agreement, at any time. Such changes shall be sent via email or postal mail to your preferred address. Your continued use of CBO shall be deemed to constitute your consent to such changed terms.

(c) This Agreement may not be assigned by either party to any other person or organisation except as provided under clause 11(d) below, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of the Publisher's Server, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

(d) If rights in all or any part of the Work are assigned by the Publisher to another publisher, the Publisher shall use all reasonable endeavours to ensure that the terms and conditions of this Agreement are maintained.

(e) Neither party's delay or failure to perform any provision of this Licence, as a 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 Agreement.

(f) If You supply personal details to the Publisher through CBO then you consent to our maintaining, recording, holding and using such personal data in accordance with our Privacy Policy as provided on CBO.

(g) Links from this website are provided for information and convenience only and we have no control over and cannot therefore accept responsibility or liability for the content of any linked third party website. We do not endorse any linked website.

(h) In the event of any comments or questions concerning the terms of this Agreement, please contact us by e-mailing The Director of Intellectual Property at legalservices@cambridge.org or writing to The Director of Intellectual Property at The Edinburgh Building, Shaftesbury Road, Cambridge, CB2 8RU, UK.

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Please feel free to print a copy of this Agreement for your records.

In the event that You would like a signed copy of this Agreement for your records please print and sign below and then email or post the Agreement signed by You to The Director of Intellectual Property at legalservices@cambridge.org or The Edinburgh Building, Shaftesbury Road, Cambridge, CB2 8RU, UK with clear details as to where you would like the Agreement returned when counter-signed.

Signature of this Agreement does not affect the legal status of the Agreement, which should be clicked-to-accept as indicated above, whether or not a hand-signed version is generated.

FOR CAMBRIDGE UNIVERSITY PRESS

Name (block capitals) Signature

Position/Title Date:

FOR YOUR INSTITUTION

Name (block capitals) Signature

Position/Title Date: