



JISC PALS2 Project: Electronic expression of licensing terms Mapping JISC model licenses into an ONIX-PL format

JISC Dataset Sub-License – XML expression

14 March 2006

The tables in this document represent a JISC Dataset Model Sub-License as an ONIX Publications License expression.

Because the Model Sub-Licence is a source document on which individual licences with different publishers are based, there are elements that must effectively be “left blank”. These elements are included, but with the data content represented by question marks “????”.

It is an ONIX convention that North American spelling is used in element names and controlled values, and generally in format documentation. However, in free text referring to JISC licences, UK spelling has been used.

The colour coding in the two left hand columns matches colour coding in the format specifications, and is intended as a rudimentary navigational aid.

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| 1046 | <AnnotationText>The Sub-Licensee acknowledges that the Intellectual Property Rights in the Licensed Work are the sole and exclusive property of [Publisher] or are duly licensed to [Publisher] and that this Sub-Licence does not assign or transfer to the Sub-Licensee any right, title or interest therein except for the right to use the Licensed Work in accordance with the terms and conditions of this Sub-Licence.</AnnotationText> |
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| 1113 | <AnnotationText>The Sub-Licensee agrees to notify [Publisher] and JISC Collections within 48 hours and provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Work. It is expressly agreed that upon such notification, or if [Publisher] becomes aware of such a claim from other sources, [Publisher] may remove such work(s) from the Licensed Work. At the request of [Publisher], the Sub-Licensee will make all reasonable efforts to remove such work(s) from any copies of the Licensed Work maintained by the Sub-Licensee. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Sub-Licence.</AnnotationText> |
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| 1163 | <AnnotationText>Either party's failure to perform any term or condition of this Sub-Licence as a result of circumstances beyond the control of the relevant party (including without limitation) war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Sub-Licence.</AnnotationText> |
| 1164 | </ReferenceAnnotation> |
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| 1188 | <AnnotationText>Neither this Sub-Licence nor any of the rights and obligations under it may be assigned or sub-licensed by the Sub-Licence without obtaining the prior written consent of JISC Collections or HEFCE, after an assignment by JISC Collections to HEFCE, such consent not to be unreasonably withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Sub-Licence and agrees to be bound to all the terms of this Sub-Licence.</AnnotationText> |
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| 1202 | <AnnotationText>This Agreement shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the English courts.</AnnotationText> |
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| 1220 | <AnnotationText>Where the parties agree that a dispute arising out of or in connection with this Sub-Licence would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement. In default of agreement upon whom to appoint as a suitable expert, such expert shall upon the request of either party be appointed by the Chair for the time being of Universities UK (http://www.universities.ac.uk).</AnnotationText> |
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| 1231 | <AnnotationText>Any person to whom a reference is made under Clause 14.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.</AnnotationText> |
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| 1267 | <AnnotationText>All notices required to be given under this Sub-Licence shall be given in writing in English and sent by electronic mail, fax or first class registered or recorded delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Sub-Licence, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) fourteen (14) days after the date of posting in the case of first class registered or recorded delivery.</AnnotationText> |
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| 1289 | <AnnotationText>This Sub-Licence and its Schedules constitute the entire agreement between the parties relating to the Licensed Work and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.</AnnotationText> |
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| 1303 | <AnnotationText>The invalidity or unenforceability of any provision of this Sub-Licence shall not affect the continuation in force of the remainder of this Sub-Licence.</AnnotationText> |
| 1304 | </ReferenceAnnotation> |
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| 1317 | <AnnotationText>The rights of the parties arising under this Sub-Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Sub-Licence or of any breach of this Sub-Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Sub-Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.</AnnotationText> |
| 1318 | </ReferenceAnnotation> |
| 1319 | </GeneralTermReference> |
| 1320 | </GeneralTerm> |
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| 1322 | </PublicationsLicenseExpression> |

[Based on 070308 JISC dataset 301106 XML draft 2.doc, ONIX-PL specification 0.9.26, and ONIX-PL Dictionary 0.9.14]