



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

JISC Ebooks Sub-License – mapping notes

14 March 2007

The tables in this document, starting on page 2, reproduce the text of the JISC Ebooks Model Sub-Licence, annotated to show how it has been mapped into an ONIX Publications License (ONIX-PL) expression. The licence text used is taken from the latest version, revised 30 November 2006. It is referred to here as the “Ebooks Sub-Licence”. Cross-references in the tables are to line numbers in the companion document “*070314 JISC Ebooks XML expression*”.

The only significant difference between the Ebooks Sub-Licence and the Dataset Sub-Licence is in the provisions of Clause 9.5. In the Dataset Sub-Licence, there is no right of access after termination, while in the Ebooks Sub-Licence there is a commitment that JISC will attempt to obtain continuing archival access.

[Note that it is an ONIX convention that North American spelling is used in element names and controlled values, and generally in format documentation. However, in this introduction and in other text outside of the XML expression we are using the UK spelling of “licence”.]

The mapping is complete except that it does not cover payment terms, or pages 14 and 15. Not surprisingly, payment terms vary substantially between different publishers, so that they cannot easily be made part of the model licence expression. Pages 14 and 15 cover details that are specific to an individual instance of the sub-licence, and it is assumed that these would be maintained separately. A few other minor points that have been omitted from the mapping, or that have been interpreted in a specific way after discussion with JISC Collections, are noted in the tables.

It will be noted that we have used the term “Licensee” rather than “SubLicensee” in any XML values that refer to the Sub-Licencee. We consider that it is unnecessary in the XML expression to adopt a different value set because this happens to be a sub-licence. For the purposes of the XML expression, the three parties to the arrangement of which the Dataset Sub-Licence is part are the [Publisher](#), the [Licensor](#) (JISC Collections) and the [Licensee](#).

In the mapping notes in this table, words in [blue](#) represent entities that are defined in the XML licence expression in a way that is specific to the Ebooks Sub-Licence or to an individual Publisher or Sub-Licensee. Words in [red](#) represent entities that are defined in the ONIX-PL Dictionary, in a way that we expect to be generally applicable to many different licences.

Where the "Mapping notes" column is empty, it means that the corresponding Ebooks Sub-Licence text is not mapped, usually because it is unnecessary in the context of an XML expression.

Clause	Ebooks Sub-Licence text	Mapping notes
	THE JISC CONTENT PROCUREMENT COMPANY LIMITED (TRADING AS JISC COLLECTIONS), a company incorporated in England and Wales and limited by guarantee whose registered office is at Ground Floor, Brettenham House South, Lancaster Place, London WC2E 7EN ("JISC Collections")	Licensor is defined at Lines 35 and 57.
	OFFERS to you, the Sub-Licensee, the permission to access and use the Licensed Material on the terms and conditions as set out in this Sub-Licence. Upon completing and returning the enclosed Acceptance of Sub-Licence Form, your institution will become a non-exclusive Sub-Licensee of JISC Collections.	Licensee is defined at Lines 39 and 77.
	Acceptance shall be by delivery of a completed copy of the Acceptance of Sub-Licence Form attached hereto to JISC Collections or a JISC Collections' authorised agent who will accept delivery on behalf of JISC Collections. Acceptance shall be acceptance of all terms of this Sub-Licence and no variation or counter offer will be accepted by JISC Collections. In the event that no or partial compliance is made as to the manner or form described for acceptance, no sub-licence will be granted and this offer is deemed withdrawn.	Not mapped
	RECITALS	
	WHEREAS [product name] is [description];	It is not thought necessary in the XML expression to define the product name other than as part of the definition of LicensedProduct – see "Licensed Work", below.
	AND WHEREAS [product name] and all Intellectual Property Rights (as hereafter defined) therein are owned by or licensed to [publisher];	Publisher is defined at Line 89, with a link to LicensedContent .
	AND WHEREAS by an agreement between [publisher] and JISC Collections (the "[product name Licence Agreement]"), JISC Collections is permitted to sub-licence the access and use of [product name] to Sub-Licensees in accordance with the terms of this Sub-Licence;	Expressed as a LicenseReference to JISCPublisherAgreement at Line 31.
	JISC COLLECTIONS AND THE SUB-LICENSEE AGREE AS FOLLOWS:	

Clause	Ebooks Sub-Licence text	Mapping notes
1.	DEFINITIONS	
1.1	In this Sub-Licence, the following expressions shall have the following meanings:	
	<p>"Authorised Users" means individuals who are authorised by the Sub-Licencee to access the Sub-Licencee's information services whether on-site or off-site via Secure Authentication and who are affiliated to the Sub-Licencee as a current student (including but not limited to undergraduates and postgraduates), member of staff (whether on a permanent or temporary basis) or contractor of the Sub-Licencee. Persons who are not a current student, member of staff or a contractor of the Sub-Licencee, but who are permitted to access the Sub-Licencee's information services from computer terminals or otherwise within the physical premises of the Sub-Licencee ["Walk-In Users"] are also deemed to be Authorised Users, only for the time they are within the physical premises of the Sub-Licencee. Walk-In Users may not be given means to access the Licensed Material when they are not within the physical premises of the Sub-Licencee. For the avoidance of doubt, Walk-In Users may not be given access to the Licensed Material by any wireless network provided by the Sub-Licencee unless such network is a Secure Network.</p>	<p>AuthorizedUser is defined at Line 112 as any of the following: onixPL:LicenseeStudent onixPL:LicenseeStaff onixPL:LicenseeContractorPerson onixPL:WalkInUser</p> <p>(The nomenclature LicensorContractorPerson is used to differentiate between an organisation that is a contractor to a Licensee and a person that is working as a contractor to a Licensee, either individually or as an employee of a contractor organisation.)</p>
	"Charges" means the charges as set out in Schedule 1.	<i>Handling of fees still to be determined.</i>
	"Commercial Use" means use of the Licensed Material for the purpose of monetary reward (whether by or for the Sub-Licencee or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, neither the recovery of direct cost by the Sub-Licencee from Authorised Users, nor use by the Sub-Licencee or Authorised Users of the Licensed Material in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.	Expressed as onixPL:CommercialUse , defined in the ONIX-PL Dictionary as "Use for the purpose of monetary reward by means of sale, resale, loan, transfer, hire or other form of exploitation. The recovery of direct cost by a Licensee from an AuthorizedUser, or use by a Licensee or an AuthorizedUser in the course of academic research funded by a commercial organization, does not constitute CommercialUse."
	"Educational Purposes" means for the purpose of education, teaching, distance learning, private study and/or research.	Expressed as onixPL:AcademicUse , defined in the Dictionary as "Use for the purpose of education, teaching, private study and/or academic research". Note that ONIX-PL does not treat distance learning as a distinct purpose but as an extension of the community of Authorized Users.
	"HEFCE" means the Higher Education Funding Council for England.	Not mapped: not referenced in the XML expression except in annotation text.

Clause	Ebooks Sub-Licence text	Mapping notes
	"Intellectual Property Rights" means patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.	Expressed as a General Term of type onixPL:IntellectualProperty Rights at Line 1025 (with 10.1).
	"JORUM Repository" means the central repository of learning and teaching material funded by the UK funding bodies.	Defined in the ONIX-PL Dictionary as onixPL:JORUM
	"Licensed Material" means such electronic book titles selected from time to time by the Sub-Licensee from the product known to the parties as '[product name]' being [description].	LicensedContent is defined at Line 138.
	"Secure Authentication" means access to the Licensed Material by Athens authentication or Shibboleth technology based authentication, Internet Protocol ("IP") ranges or by another means of authentication agreed between the Publisher and JISC Collections from time to time.	Incorporated into Usage type onixPL:AccessBySecureAuthentication – see 3.1.2.
	"Secure Network" means a network which is only accessible by Secure Authentication.	Incorporated into the definition of onixPL:LicenseeSecureRepository , used to express 3.1.12.
	"Sub-Licensee" means the sub-licensee whose details are set out in the Acceptance of Sub-Licence Form attached hereto and made a part hereof.	Licensee is defined at Lines 39 and 77.
1.2	Headings contained in this Sub-Licence are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.	Not mapped
1.3	Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.	Not mapped
2.	GRANT OF SUB-LICENCE	
2.1	The Sub-Licensee agrees to pay the Charges as set out in Schedule 1, in consideration of which JISC Collections agrees to grant to the Sub-Licensee a non-exclusive sub-licence to access and use the Licensed Material and to allow Authorised Users to access and use the Licensed Material throughout the term of this Sub-Licence by Secure Authentication for Educational Purposes only.	Expressed as LicenseGrant at Line 386.
3.	USE OF THE LICENSED MATERIAL	
3.1	Throughout the term of this Sub-Licence the Sub-Licensee may for Educational Purposes only:	
3.1.1	make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material by Authorised Users, provided that such use is subject to all the terms and conditions of this Licence;	Expressed as Usage onixPL:MakeTemporaryDigitalCopy at Line 401. User is Licensee .

Clause	Ebooks Sub-Licence text	Mapping notes
3.1.2	allow Authorised Users to access the Licensed Material by Secure Authentication in order to search, retrieve, display and view, and otherwise use portions thereof;	Expressed as Usage onixPL:AccessBySecureAuthentication at Line 418. User is AuthorizedUser .
3.1.3	allow Authorised Users to electronically save parts of the Licensed Material;	Expressed as Usage onixPL:SaveDigitalCopy at Line 444. User is AuthorizedUser .
3.1.4	allow Authorised Users to print out copies of parts of the Licensed Material;	Expressed as Usage onixPL:PrintCopy at Line 463. User is AuthorizedUser .
3.1.5	provide single printed or electronic copies of parts of the Licensed Material at the request of individual Authorised Users;	Expressed as Usage onixPL:SupplyCopy at Line 480. User is Licensee .
3.1.6	supply to an authorised user of another library (whether by post, fax or secure electronic transmission, using Ariel software or its equivalent, whereby the electronic file is deleted immediately after printing) a single paper copy of an electronic original of parts of the Licensed Material;	Expressed as two distinct Usages: onixPL:InterLibrarySupplyPrintOrFax at Line 509; onixPL:InterLibrarySupplyControlledElectronic at Line 530. User is Licensee .
3.1.7	incorporate parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorised Users;	Expressed as three distinct Usages: onixPL:ReproduceInPrintedInstructionalMaterial at Line 551; onixPL:ReproduceInDigitalInstructionalMaterial at Line 572; onixPL:ReproduceInSpecialNeedsInstructionalMaterial at Line 593. User is Licensee .
3.1.8	allow Authorised Users to incorporate parts of the Licensed Material in printed or electronic form in assignments and portfolios, theses and in dissertations (“the Academic Works”), including reproductions of the Academic Works for personal use and library deposit, if such use conforms to the customary and usual practice of the Sub-Licensee. Reproductions in printed or electronic form of Academic Works may be provided to sponsors of such Academic Works. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner;	Expressed as two distinct Usages: onixPL:ReproduceInAcademicWork at Line 614; onixPL:SupplyCopy at Line 635. User is AuthorizedUser .
3.1.9	display, download and print parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for training Authorised Users;	Expressed as Usage onixPL:UseForSpecifiedPurpose at Line 657. User is Licensee .

Clause	Ebooks Sub-Licence text	Mapping notes
3.1.10	publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other such similar activity;	Expressed as Usage onixPL:IncludeInPresentation at Line 677. User is Licensee .
3.1.11	make such copies of training material and network such training material as may be required for the purpose of using the Licensed Material in accordance with this Sub-Licence; and	Expressed as Usage onixPL:CopyAndDistribute at Line 694. User is Licensee .
3.1.12	deposit in perpetuity the learning and teaching objects as referred to in Clause 3.1.7 in electronic repositories operated by the Sub-Licencee on a Secure Network and in the JORUM Repository. The access and use of such learning and teaching objects shall be governed by the terms and conditions of the applicable repository;	Expressed as Usage onixPL:DepositDigitalCopy at Line 712. User is Licensee .
3.2	This Sub-Licence shall be deemed to complement and extend the rights of the Institution and Authorised Users under the Copyright, Designs and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002 and nothing in this Sub-Licence shall constitute a waiver of any statutory rights held by the Institution and Authorised Users from time to time under these Acts or any amending legislation.	Expressed as a GeneralTerm of type onixPL:StatutoryRightsAffirmation at Line 831.
4.	RESTRICTIONS	
4.1	Save as provided herein, the Sub-Licencee and Authorised Users may not:	
4.1.1	sell or resell the Licensed Material unless the Sub-Licencee or an Authorised User has been granted prior written consent by [Publisher] to do so;	Expressed as prohibited Usage onixPL:Sell at Line 733. User is Licensee or AuthorizedUser .
4.1.2	remove, obscure or modify copyright notices, text acknowledging or other means of identification or disclaimers as they appear;	Expressed as prohibited Usage onixPL:RemoveObscureOrModify at Line 752. User is Licensee or AuthorizedUser . UsedResource is onixPL:ProtectedContent , defined in the Dictionary as "Any copyright notices, attributions or acknowledgements of authorship or ownership of intellectual property, or disclaimers forming part of Licensed Content or of a Licensed Content Excerpt".
4.1.3	alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Agreement. For the avoidance of doubt, no alteration of the words or their order is permitted;	Expressed as prohibited Usage onixPL:ModifyExceptAsPermitted at Line 770. User is Licensee or AuthorizedUser .

Clause	Ebooks Sub-Licence text	Mapping notes
4.1.4	display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network;	Expressed as prohibited Usage onixPL:DisplayOrDistributeExceptAsPermitted at Line 789. User is Licensee or AuthorizedUser .
4.1.5	use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes.	Expressed as prohibited Usage onixPL:UseForSpecifiedPurpose at Line 808. User is Licensee or AuthorizedUser .
4.2	This Clause shall survive termination of this Sub-Licence for any reason.	Expressed as GeneralTerm onixPL:TermsSurvivingTermination at Line 845.
5.	RESPONSIBILITIES OF THE SUB-LICENSEE	
5.1	The Sub-Licensee will:	
5.1.1	issue passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not divulge their passwords or other access information to any third party;	Expressed as a GeneralTerm of type onixPL:PreventionOfUnauthorizedUse at Line 859 (with 5.1.2, 5.1.5 and 11.8, first and third parts).
5.1.2	use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;	See 5.1.1.
5.1.3	use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Agreement;	Expressed as a GeneralTerm of type onixPL:NotificationOfTermsToAuthorizedUsers at Line 906 (with 11.8, second part).
5.1.4	use all reasonable efforts to monitor compliance with the terms of this Sub-Licence and notify [Publisher] and JISC Collections immediately and provide full particulars on becoming aware of any of the following (a) any unauthorised access to or use of the Licensed Material or unauthorised use of any of the Sub-Licensee's password(s); or (b) any breach by an Authorised User of the terms of this Sub-Licence.	Expressed as a GeneralTerm of type onixPL:NotificationOfMisuse at Line 931.
	Upon becoming aware of any breach of the terms of this Sub-Licence the Sub-Licensee further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Sub-Licensee's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence;	Expressed as a GeneralTerm of type onixPL:ActionAgainstMisuse at Line 945.
5.1.5	comply with all computer security procedures required by JISC Collections and/or a third party duly appointed by JISC Collections and take all reasonable steps to ensure the security of the Licensed Material; and	See 5.1.1.

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5.1.6	provide lists of valid IP addresses to JISC Collections and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time.	Expressed as a GeneralTerm of type onixPL:NotificationOfLicenseeIPAddresses at Line 959.
6.	RESPONSIBILITIES OF JISC COLLECTIONS	
6.1	JISC Collections shall use all reasonable efforts to ensure access and use of the Licensed Material in accordance with the provisions as laid down in this Sub-Licence.	Expressed as a SupplyTerm of type onixPL:SupplyOfLicensedContent at Line 314.
6.2	JISC Collections shall use all reasonable efforts to cause customer support services to be provided to the Sub-Licensee and to Authorised Users.	Expressed as a SupplyTerm of type onixPL:UserSupport at Line 328.
7.	USAGE DATA	
7.1	The parties shall co-operate in gathering any data on usage of the Licensed Material that is available to them during the term of this Sub-Licence, and shall provide such data to each other upon request. Notwithstanding the foregoing, the parties shall neither assemble nor provide data from which an individual user could be identified.	Expressed as a SupplyTerm of type onixPL:UsageStatistics at Line 342.
8.	CHARGES	
8.1	The Sub-Licensee shall pay the Charges to JISC Collections for the Sub-Licence in the amount and upon terms set out in Schedule 1.	<i>Handling of Fees still to be determined.</i>
9.	TERM AND TERMINATION	
9.1	The term of this Sub-Licence will commence upon the date of signature and will remain in full force and effect until [date], unless terminated earlier as provided for in this Clause 9.	Expressed as LicenseStartDate and LicenseEndDate at Lines 47 and 173, and Lines 51 and 181, respectively.
9.2	Either party may terminate this Sub-Licence at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Sub-Licence by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach.	Expressed as a GeneralTerm of type onixPL:LicenseTerminationByBreach at Line 973 (with 9.3 and 9.4). Periods for notice and remedy are specified as General Term Quantity attributes.
9.3	Notwithstanding anything to the contrary herein, this Sub-Licence will be treated as if terminated if the [product name] Licence Agreement between [Publisher] and JISC Collections terminates until JISC Collections or the [Publisher] remedies the breach. JISC Collections will notify the Sub-Licensee of such termination and when it has remedied the breach. JISC Collections shall make reasonable endeavours not to cause the [product name] Licence Agreement between [Publisher] and JISC Collections to terminate. [Words highlighted above are not in the Dataset Sub-Licence]	See 9.2.

Clause	Ebooks Sub-Licence text	Mapping notes
9.4	Further, notwithstanding anything to the contrary herein, upon a breach by the Sub-Licensee, on-line access to the Licensed Material shall be terminated.	See 9.2.
9.5	Upon termination of this Agreement, JISC Collections will use all reasonable efforts to procure that [Publisher] at no charge provides the Sub-Licensee with an archive of the full text of the Licensed Material paid for by the Sub-Licensee. The archive will be supplied to the Sub-Licensee in an electronic medium mutually agreed between the Licensor and the Sub-Licensee. The Sub-Licensee may network the archive within their institution at their own costs. Save as provided for in Clause 3.1.12, continuing archival access and use is subject to the terms and conditions of use of this Agreement.	Expressed as a SupplyTerm of type onixPL:ArchivalAccess at Line 370.
10.	ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS	
10.1	The Sub-Licensee acknowledges that the Intellectual Property Rights in the Licensed Material 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 Material in accordance with the terms and conditions of this Sub-Licence.	Expressed as a GeneralTerm of type onixPL:IntellectualPropertyRights at Line 1025 (with Definition).
11.	REPRESENTATION, WARRANTIES AND INDEMNIFICATION	
11.1	The Sub-Licensee represents and warrants that it has sufficient authority and rights to enter into and perform its obligations under this Sub-Licence.	Expressed as a GeneralTerm of type onixPL:LicenseeWarranty at Line 1060.
11.2	JISC Collections represents and warrants that it has the right to grant the Sub-Licence and that the use of the Licensed Material by the Sub-Licensee and Authorised Users in accordance with the terms of this Sub-Licence shall not infringe the copyright of any third party. The foregoing shall not apply to improper usage of the Licensed Material by the Sub-Licensee or Authorised Users.	Expressed as a GeneralTerm of type onixPL:LicensorIntellectualPropertyWarranty at Line 1064.
	JISC Collections makes no representation or warranty, and expressly disclaims any liability with respect to the content of the Licensed Material, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.	Expressed as a GeneralTerm of type onixPL:LicensorWarrantyDisclaimer at Line 1078 (with 11.7).

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11.3	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 Material. 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 Material. At the request of [Publisher], the Sub-Licensee will make all reasonable efforts to remove such work(s) from any copies of the Licensed Material 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.	Expressed as a GeneralTerm of type onixPL:ClaimByThirdParty at Line 1103.
11.4	Nothing in this Sub-Licence shall make the Sub-Licensee liable for breach of the terms of this Sub-Licence by any Authorised User provided that the Sub-Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of a an actual breach having occurred.	Expressed as a GeneralTerm of type onixPL:LimitationOfLiability at Line 1117 (with 11.5 and 11.9).
11.5	Subject to the above and to the extent permitted by law, JISC Collections shall not be liable to the Sub-Licensee for any loss or damage including any loss of profits, goodwill, contract or any indirect or consequential loss including loss or damage suffered by the Sub-Licensee as a result of an action brought by a third party.	See 11.4.
11.6	[Publisher] reserves the right to change the content, presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to deliver the Licensed Material at their sole discretion. JISC Collections will notify the Sub-Licensee of any substantial change to the Licensed Material.	Expressed as a SupplyTerm of type onixPL:ChangesToLicensedContent at Line 356.
11.7	Other than the express warranties stated in this Clause 11, the Licensed Material is provided on an “as is” basis, and JISC Collections disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Material or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. JISC Collections further expressly disclaims any warranty or representation to Authorised Users, or to any third party. JISC Collections accepts no liability for loss suffered or incurred by the Sub-Licensee or Authorised Users as a result of their reliance on the Licensed Material.	See 11.2, second part.
11.8	The Sub-Licensee represents to JISC Collections that its computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User;	Expressed as a GeneralTerm of type onixPL:PreventionOfUnauthorizedUse at Line 859 (with 5.1.1, 5.1.2 and 11.8, third part).

Clause	Ebooks Sub-Licence text	Mapping notes
	[The Sub-Licencee represents to JISC Collections] that it shall inform Authorised Users about the conditions of use of the Licensed Material; and	Expressed as a GeneralTerm of type onixPL:NotificationOfTermsToAuthorizedUsers at Line 906 (with 5.1.3).
	[The Sub-Licencee represents to JISC Collections] that during the term of this Sub-Licence, the Sub-Licencee will continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.	See 11.8, first part.
11.9	JISC Collections and the Sub-Licencee do not seek to exclude liability under this Agreement for fraud or for personal injury or death caused by its negligence and the negligence of its employees, authorised sub-contractors and agents.	See 11.4.
12.	FORCE MAJEURE	
12.1	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.	Expressed as a General Term of type onixPL:ForceMajeure at Line 1153 (with 12.2).
12.2	If either party to this Sub-Licence is prevented or delayed in the performance of any of its obligations under this Sub-Licence by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.	See 12.1.
13.	ASSIGNMENT	
13.1	Neither this Sub-Licence nor any of the rights and obligations under it may be assigned or sub-licensed by the Sub-Licencee 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.	Expressed as a General Term of type onixPL:Assignment at Line 1178.
14.	GOVERNING LAW AND DISPUTE RESOLUTION	

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14.1	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.	Expressed as a General Term of type onixPL:GoverningLaw at Line 1192.		
14.2	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).	Expressed as a General Term of type onixPL:DisputeResolution at Line 1210 (with 14.3 to 14.5).		
14.3	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.	See 14.2.		
14.4	Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.	See 14.2.		
14.5	The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.	See 14.2.		
15.	NOTICES			
15.1	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:	Expressed as a General Term of type onixPL:NoticeProcedure at Line 1257.		
	<table border="0"> <tr> <td style="padding-right: 20px;">if to JISC Collections:</td> <td>Lorraine Estelle Chief Executive JISC Collections Brettenham House South 5 Lancaster Place London WC2E 7EN</td> </tr> </table>	if to JISC Collections:	Lorraine Estelle Chief Executive JISC Collections Brettenham House South 5 Lancaster Place London WC2E 7EN	Defined as LicensorAddressForNotices at Line 225.
if to JISC Collections:	Lorraine Estelle Chief Executive JISC Collections Brettenham House South 5 Lancaster Place London WC2E 7EN			
	Email: l.estelle@jisc.ac.uk	Defined as LicensorEmailAddressForNotices at Line 232.		

Clause	Ebooks Sub-Licence text	Mapping notes
	if to [Publisher] [insert details]	Defined as PublisherAddressForNotices at Line 246.
	if to the Sub-Licensee: [insert details]	Defined as LicenseeAddressForNotices at Line 239.
16.	GENERAL	
16.1	This Sub-Licence and its Schedules constitute the entire agreement between the parties relating to the Licensed Material 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.	Expressed as a General Term of type onixPL:EntireAgreement at Line 1279.
16.2	The Schedules shall have the same force and effect as if expressly set in the body of this Sub-Licence and any reference to this Sub-Licence shall include the Schedules.	Not expressed, since the XML form does not have "Schedules": it is a single structure.
16.3	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.	Expressed as a GeneralTerm of type onixPL:NonEnforceability at Line 1293.
16.4	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.	Expressed as a General Term of type onixPL:NoWaiver at Line 1307.
	SCHEDULE 1 – CHARGES AND PAYMENT TERMS	
	<p>By returning a signed copy of this Sub-Licence, the Sub-Licensee accepts that it must pay to JISC Collections the total sum of the charges for the whole term of this Sub-Licence in accordance with the applicable JISC Collections charging band. JISC Collections or a JISC Collections' authorised agent will invoice the Sub-Licensee annually for the applicable charge as set out below. All prices are exclusive of VAT, which will be payable where applicable.</p> <p>For the avoidance of doubt the term of this Sub-Licence will commence upon the date of signature of the attached Acceptance of Sub-Licence Form and will remain in full force and effect until the date of termination as set out in Clause 9.</p> <p>In the event that the Sub-Licensee signed the Acceptance of Sub-Licence Form during a given year, the Sub-Licensee shall pay JISC Collections that part of the applicable charge which represents the period covering the date of signature of the Acceptance of Sub-Licence Form up to the date where the next 12 months subscription period starts. Thereafter the Sub-Licensee will pay JISC Collections the full applicable charges for subsequent years as and where applicable.</p>	<i>Handling of Fees still to be determined.</i>

Clause	Ebooks Sub-Licence text	Mapping notes
	[insert banding and charges]	
	Invoices shall be due and payable no later than thirty (30) days after being issued by JISC Collections or a JISC Collections' authorised agent.	
	[PRODUCT NAME] SUB-LICENCE AGREEMENT: ACCEPTANCE OF SUB-LICENCE FORM	
	The Sub-Licensee hereby accepts and agrees to the terms and conditions of this Sub-Licence and its Schedules.	
	Please tick to which you agree to subscribe:	
	Name of Sub-Licensee (name of institution):	
	Full postal address of Sub-Licensee:	
	Telephone:	
	Fax:	
	E-mail:	
	Signature:	
	Signed by:	
	Position:	
	Date:	
	Contact persons for support and communications regarding the administration of the Sub-Licence	
	Primary contact for Sub-Licensee:	
	Dept:	
	Phone No:	
	Fax No:	
	E-mail Address:	
	Deputy contact for Sub-Licensee:	
	Dept:	
	Phone No:	
	Fax No:	

Clause	Ebooks Sub-Licence text	Mapping notes
	E-mail Address:	
	Access requirements: Please provide your UK Access Management Federation administrator's details or your Athens administrators details:	
	UK Access Management Federation/Athens Authentication	
	Name:	
	Title:	
	Dept:	
	Phone No:	
	Fax No:	
	E-mail Address:	
	Institutional IP Address Ranges:	
	Invoice address for Sub-Licensee:	
	Purchase order no:	
	Note: any changes to these contact details must be notified to JISC Collections in writing.	
	Note: one original copy of this whole Sub-Licence must be returned to: JISC Collections Helpdesk c/o Swets Information Services Swan House Wyndyke Furlong Abingdon Business Park Abingdon Oxfordshire OX4 1UQ	
	Note: Please retain one original copy for institutional records.	