



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

JISC Ebooks Sub-License – XML expression

14 March 2006

The tables in this document represent a JISC Ebooks 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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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>
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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>
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[Based on 070308 JISC ebooks 301106 XML draft 2.doc, ONIX-PL specification 0.9.26, and ONIX-PL Dictionary 0.9.14]