



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

### JISC NESLi2 License – XML expression

14 March 2006

The tables in this document represent a JISC NESLi2 model license as an ONIX Publications License expression.

Because the Model 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 “????”.

There are also some cases where there may be two or more alternative possibilities. For example, between lines 169 and 192, the expression allows for the possibility that the Licensed Content may be defined by a single unique resource identifier and description, or by a list of resource identifiers, or by a reference to a document (paper or electronic) that is separate from the licence expression. The elements required for these three alternatives are all included, but a selection would be required when the model was used to generate a specific licence expression.

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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1418	<AnnotationText>No party limits its liability for (i) death or personal injury to the extent it results from its negligence, or of its employees or agents in the course of their engagement; and (ii) its own fraud or that of its employees or agents in the course of their engagement.</AnnotationText>

1419	</ReferenceAnnotation>
1420	</GeneralTermReference>
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1424	<GeneralTermReference>
1425	<GeneralTermReferenceRelator>onixPL:IsDescribedInLicenseText</GeneralTermReferenceRelator>
1426	<DocumentLabel>License</DocumentLabel>
1427	<DocumentSection>
1428	<SectionNumber>10.5</SectionNumber>
1429	</DocumentSection>
1430	<ReferenceAnnotation>
1431	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>
1432	<AnnotationText>The Licensee agrees to notify the Publisher immediately, 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 and do all things reasonably required to assist the Publisher in such claims. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Agreement.</AnnotationText>
1433	</ReferenceAnnotation>
1434	</GeneralTermReference>
1435	</GeneralTerm>
1436	<GeneralTerm>
1437	<GeneralTermType>onixPL:ForceMajeure</GeneralTermType>
1438	<GeneralTermReference>
1439	<GeneralTermReferenceRelator>onixPL:IsDescribedInLicenseText</GeneralTermReferenceRelator>
1440	<DocumentLabel>License</DocumentLabel>
1441	<DocumentSection>
1442	<SectionNumber>11.1</SectionNumber>
1443	</DocumentSection>
1444	<ReferenceAnnotation>
1445	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>
1446	<AnnotationText>Either party's failure to perform any term or condition of this Agreement as 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 Agreement.</AnnotationText>
1447	</ReferenceAnnotation>

1448	</GeneralTermReference>
1449	<GeneralTermReference>
1450	<GeneralTermReferenceRelator>onixPL:IsDescribedInLicenseText</General TermReferenceRelator>
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1453	<SectionNumber>11.2</SectionNumber>
1454	</DocumentSection>
1455	<ReferenceAnnotation>
1456	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>
1457	<AnnotationText>If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement 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.</AnnotationText>
1458	</ReferenceAnnotation>
1459	</GeneralTermReference>
1460	</GeneralTerm>
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1462	<GeneralTermType>onixPL:Assignment</GeneralTermType>
1463	<GeneralTermReference>
1464	<GeneralTermReferenceRelator>onixPL:IsDescribedInLicenseText</General TermReferenceRelator>
1465	<DocumentLabel>License</DocumentLabel>
1466	<DocumentSection>
1467	<SectionNumber>12.1</SectionNumber>
1468	</DocumentSection>
1469	<ReferenceAnnotation>
1470	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>
1471	<AnnotationText>Save as permitted for under this Agreement, neither this Agreement nor any of the rights and obligations under it may be assigned by either party without obtaining the prior written consent of the other party, such consent shall not unreasonably be 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 Agreement and agrees to be bound to all the terms of this Agreement.</AnnotationText>
1472	</ReferenceAnnotation>
1473	</GeneralTermReference>
1474	</GeneralTerm>
1475	<GeneralTerm>

1476	<GeneralTermType>onixPL:GoverningLaw</GeneralTermType>
1477	<GeneralTermReference>
1478	<GeneralTermReferenceRelator>onixPL:IsDescribedInLicenseText</GeneralTermReferenceRelator>
1479	<DocumentLabel>License</DocumentLabel>
1480	<DocumentSection>
1481	<SectionNumber>13.1</SectionNumber>
1482	</DocumentSection>
1483	<ReferenceAnnotation>
1484	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>
1485	<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>
1486	</ReferenceAnnotation>
1487	</GeneralTermReference>
1488	<GeneralTermRelatedPlace>
1489	<GeneralTermPlaceRelator>onixPL:HasPlaceOfGoverningLaw</GeneralTermPlaceRelator>
1490	<PlaceLabel>PlaceOfGoverningLaw</PlaceLabel>
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1494	<GeneralTermType>onixPL:DisputeResolution</GeneralTermType>
1495	<GeneralTermReference>
1496	<GeneralTermReferenceRelator>onixPL:IsDescribedInLicenseText</GeneralTermReferenceRelator>
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1499	<SectionNumber>13.2</SectionNumber>
1500	</DocumentSection>
1501	<ReferenceAnnotation>
1502	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>
1503	<AnnotationText>The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director of the Publisher and the current Vice Chancellor of the Licensee. Where the parties agree that a dispute arising out or in connection with this Agreement 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.</AnnotationText>
1504	</ReferenceAnnotation>
1505	</GeneralTermReference>
1506	<GeneralTermReference>

1507	<GeneralTermReferenceRelator>onixPL:IsDescribedInLicenseText</General TermReferenceRelator>
1508	<DocumentLabel>License</DocumentLabel>
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1510	<SectionNumber>13.3</SectionNumber>
1511	</DocumentSection>
1512	<ReferenceAnnotation>
1513	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>
1514	<AnnotationText>Any person to whom a reference is made under Clause 13.2 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>
1515	</ReferenceAnnotation>
1516	</GeneralTermReference>
1517	<GeneralTermReference>
1518	<GeneralTermReferenceRelator>onixPL:IsDescribedInLicenseText</General TermReferenceRelator>
1519	<DocumentLabel>License</DocumentLabel>
1520	<DocumentSection>
1521	<SectionNumber>13.4</SectionNumber>
1522	</DocumentSection>
1523	<ReferenceAnnotation>
1524	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>
1525	<AnnotationText>Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.</AnnotationText>
1526	</ReferenceAnnotation>
1527	</GeneralTermReference>
1528	<GeneralTermReference>
1529	<GeneralTermReferenceRelator>onixPL:IsDescribedInLicenseText</General TermReferenceRelator>
1530	<DocumentLabel>License</DocumentLabel>
1531	<DocumentSection>
1532	<SectionNumber>13.5</SectionNumber>
1533	</DocumentSection>
1534	<ReferenceAnnotation>
1535	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>
1536	<AnnotationText>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.</AnnotationText>
1537	</ReferenceAnnotation>

1538	</GeneralTermReference>
1539	</GeneralTerm>
1540	<GeneralTerm>
1541	<GeneralTermType>onixPL:NoticeProcedure</GeneralTermType>
1542	<GeneralTermReference>
1543	<GeneralTermReferenceRelator>onixPL:IsDescribedInLicenseText</GeneralTermReferenceRelator>
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1545	<DocumentSection>
1546	<SectionNumber>14.1</SectionNumber>
1547	</DocumentSection>
1548	<ReferenceAnnotation>
1549	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>
1550	<AnnotationText>All notices required to be given under this Agreement shall be given in writing in English and sent by courier, or special 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 Agreement, and all such notices shall be deemed to have been received three (3) days after the date of posting in the case of special delivery or despatch in the case of courier:</AnnotationText>
1551	</ReferenceAnnotation>
1552	</GeneralTermReference>
1553	<GeneralTermRelatedPlace>
1554	<GeneralTermPlaceRelator>onixPL:HasDeliveryPlaceForNoticesToLicensee</GeneralTermPlaceRelator>
1555	<RelatedPlace>LicenseeAddressForNotices</RelatedPlace>
1556	</GeneralTermRelatedPlace>
1557	<GeneralTermRelatedPlace>
1558	<GeneralTermPlaceRelator>onixPL:HasDeliveryPlaceForNoticesToLicensor</GeneralTermPlaceRelator>
1559	<RelatedPlace>LicensorAddressForNotices</RelatedPlace>
1560	</GeneralTermRelatedPlace>
1561	</GeneralTerm>
1562	<GeneralTerm>
1563	<GeneralTermType>onixPL:EntireAgreement</GeneralTermType>
1564	<GeneralTermReference>
1565	<GeneralTermReferenceRelator>onixPL:IsDescribedInLicenseText</GeneralTermReferenceRelator>
1566	<DocumentLabel>License</DocumentLabel>
1567	<DocumentSection>
1568	<SectionNumber>15.1</SectionNumber>
1569	</DocumentSection>

1570	<ReferenceAnnotation>
1571	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>
1572	<AnnotationText>This Agreement 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.</AnnotationText>
1573	</ReferenceAnnotation>
1574	</GeneralTermReference>
1575	</GeneralTerm>
1576	<GeneralTerm>
1577	<GeneralTermType>onixPL:NonEnforceability</GeneralTermType>
1578	<GeneralTermReference>
1579	<GeneralTermReferenceRelator>onixPL:IsDescribedInLicenseText</GeneralTermReferenceRelator>
1580	<DocumentLabel>License</DocumentLabel>
1581	<DocumentSection>
1582	<SectionNumber>15.3</SectionNumber>
1583	</DocumentSection>
1584	<ReferenceAnnotation>
1585	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>
1586	<AnnotationText>The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.</AnnotationText>
1587	</ReferenceAnnotation>
1588	</GeneralTermReference>
1589	</GeneralTerm>
1590	<GeneralTerm>
1591	<GeneralTermType>onixPL:NoWaiver</GeneralTermType>
1592	<GeneralTermReference>
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1594	<DocumentLabel>License</DocumentLabel>
1595	<DocumentSection>
1596	<SectionNumber>15.4</SectionNumber>
1597	</DocumentSection>
1598	<ReferenceAnnotation>
1599	<ReferenceAnnotationType>onixPL:LicenseTextExtract</ReferenceAnnotationType>

1600	<AnnotationText>The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement 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 Agreement 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>
1601	</ReferenceAnnotation>
1602	</GeneralTermReference>
1603	</GeneralTerm>
1604	</GeneralTerms>
1605	</PublicationsLicenseExpression>

[Based on 070314 JISC NESLi2 281106 XML draft 4.doc, ONIX-PL specification 0.9.26, and ONIX-PL Dictionary 0.9.14]