Academic	Single	Site	License	Agreement

THIS LICENCE IS AGREED the _____ day of _____ 2014

BETWEEN

1.	Berghahn Books, Inc. of 20 Jay Street, Suite 512, Brooklyn, NY 11201, United States of America ("the Publisher") <i>and</i>
2.	[full contractual name] of
	[full address] ("the Licensee")

WHEREAS the Publisher holds the rights granted under this License

AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the license to use the rights for the Fee

IT IS AGREED AS FOLLOWS:

1. KEY DEFINITIONS

1.1 In this License, the following terms shall have the following meanings:

Agent	A third party appointed from time to time by the Licensee to act on the Licensee's behalf, who may undertake any or all of the obligations of the Licensee under this License, as agreed between the Licensee and the Agent.
Authorized Users	Current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee's institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Licensee with a password or other authentication.
Commercial Use	Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.
Course Packs	A collection or compilation of materials (e.g. book chapters, journal articles) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.

Electronic Reserve	Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Licensee to its students.
Fee	The Fee set out in Schedule 2 or in new Schedules to this License, which may be agreed by the parties from time to time.
Library Premises	The physical premises of the library or libraries operated by the Licensee, as specified in Schedule 1 and designated as single-sited.
Licensed Materials	The electronic material as set out in Schedule 2 or in new Schedules to this License that may be agreed by the parties from time to time.
Massive Online Open Course (MOOC)	A course of study made available over the Internet, with or without charge, to any number of people, who are not defined as an Authorized User.
Single site	The same physical campus location or multiple sites within a contiguous geographic region that have the same parent organization (under a single administration/billing address).
Secure Network	A network (whether a standalone network or a virtual network within the Internet) that is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.
Server	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.
Subscription Period	That period nominally covered by the volumes and issues of the Licensed Material listed in Schedule 2, regardless of the actual date of publication.
Walk-In Users	Persons who are not Authorized Users but who are registered as permitted users of the Licensee's library or information service and who are permitted to access the Secure Network from computer terminals within the Library premises, as designated in Schedule 1. For the avoidance of doubt, the payment of a fee in order to be registered as Walk-In User is deemed not to constitute Commercial Use as listed above.

2. AGREEMENT

- 2.1 The Publisher agrees to grant to the Licensee the non-exclusive and non-transferable right to give Authorized and Walk-In Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this License, and the Licensee agrees to pay the Fee. The Agent will be responsible for processing payment of the Fee (and will be entitled to receive any refund of the Fee) on behalf of the Licensee, unless notified otherwise, in which case the Fee will be paid by the Licensee direct to the Publisher or Publisher's Representative.
- 2.2 This License shall commence at the beginning of the Subscription Period, for each of the Licensed Materials as set out in Schedule 2 or in new Schedules to this License that may be added subsequently; and shall continue for the initial Subscription Period as defined in Schedule 2.
 - 2.2.1 The Publisher may agree to extend the License for additional one-year periods, from the end of the initial period or any subsequent additional one-year period (the "Renewal Date"), subject to payment of appropriate fees and acceptance thereof by the Publisher.

- 2.2.2 Except where the termination is due to a breach of the License by the Licensee that the Licensee had failed to remedy as provided in 8.1.1 and 8.1.3 of this License, on termination of this License, the Publisher shall provide the Licensee with perpetual access, either by continuing online access on the Publisher's Server at a reasonable cost-based fee or from a third party's server provided that the third party shall be responsible for any content conversion from the format in which the Publisher provides the material. The Licensee will be responsible for any access fee due to the third party and for any fees associated with content conversion (see also Clause 5.4).
 - 2.2.2.1 For the avoidance of doubt, perpetual access rights shall not include any Licensed Material published prior to the paid Subscription Period for which access may have been granted without Fee during the terms of this License.

3. USAGE RIGHTS

- 3.1 The Licensee, subject to Clause 4 below, may:
 - 3.1.1 Make such back-up copies of the Licensed Materials as are reasonably necessary.
 - 3.1.2 Make such temporary local electronic copies (by means of cacheing) of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users and not to make available to Authorized or Walk-In Users duplicate copies of the Licensed Material.
 - 3.1.3 Allow Authorized or Walk-In Users to have access to the Licensed Materials from the Publisher's server or from another server designated by the Publisher via the Secure Network.
 - 3.1.4 Provide single printed or electronic copies of single articles at the request of individual Authorized Users.
 - 3.1.5 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.
 - 3.1.6 Supply to an Authorized User of another academic library in the same country (whether by post or fax or secure transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing), for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document being part of the Licensed Materials (ILL).

In adherence with the National Commission on New Technological Uses of Copyright Works (CONTU) Guidelines the Licensee shall use its best efforts to monitor ILL transactions so that the number of copies provided in any one calendar year for any one journal title to any one library does not exceed five (5) articles.

- 3.2 Authorized and Walk-in Users may, in accordance with applicable copyright and subject to Clause 4 below:
 - 3.2.1 Search, view, retrieve and display the Licensed Materials.
 - 3.2.2 Electronically save individual articles or items of the Licensed Materials for personal use.
 - 3.2.3 Print off a copy of parts of the Licensed Materials.
 - 3.2.4 Distribute a copy of individual articles or items of the Licensed Materials in print or electronic form to other Authorized Users
- 3.3 Only Authorized Users may, subject to Clause 4 below may:
 - 3.3.1 incorporate parts of the Licensed Material in printed or electronic Course or Study Packs for the use of Authorized Users in the course of instruction. Each such item shall carry appropriate acknowledgement of the source, listing title and author of extract, title and author of work, and publisher. Copies of such items shall be deleted by the Licensee when they are no longer required for such purpose. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensee, are visually impaired.
- 3.4 Nothing in this License shall in any way exclude, modify or affect any of the Licensee's rights under applicable copyright law.

4 **PROHIBITED USES**

- 4.1 Neither the Licensee nor Authorized and Walk-In Users may:
 - 4.1.1 remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
 - 4.1.2 systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies permitted under Clause 3.1.2;
 - 4.1.3 mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network
- 4.2 The Publisher's or Publisher's Representative's explicit written permission must be obtained in order to:
 - 4.2.1 use all or any part of the Licensed Materials for any Commercial Use;
 - 4.2.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than an Authorized User;
 - 4.2.3 publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this License;
 - 4.2.4 alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted;
 - 4.2.5 make any part of the Licensed Materials available in a MOOC a separate license must be obtained in advance.

5. PUBLISHER'S UNDERTAKINGS

- 5.1 The Publisher warrants to the Licensee that the Licensed Materials used as contemplated by this License do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold the Licensee 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 the Licensee claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this License for any reason. This indemnity shall not apply if the Licensee has amended the Licensed Materials in any way not permitted by this License.
- 5.2 The Publisher shall:
 - 5.2.1 make the Licensed Materials available to the Licensee via the Publisher's server or the server of a third party designated by the Publisher. The Publisher will notify the Licensee and the Agent at least sixty (60) days in advance of any anticipated specification change applicable to the Licensed Materials.
 - 5.2.2 use reasonable endeavors to make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Licensee in advance wherever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.

5.3 The Publisher reserves the right at any time to withdraw from the Licensed Materials 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 the Licensee of such withdrawal. If the withdrawal represents more than ten per cent (10%) of the book, journal or other publication in which it appeared, the Publisher shall refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining un-expired portion of the Subscription Period.

5.4 The Publisher undertakes to use reasonable endeavors to provide or to make arrangements for a third party to provide an archive of the Licensed Materials for the purposes of long-term preservation of the Licensed Materials, and to permit Authorized Users to access such archive after termination of this License. To this end:

- 5.4.1 The Publisher participates in Portico, a not-for-profit service that preserves scholarly content and has also been named by the Publisher to provide post-cancellation access to the Licensed Content, so long as Licensee's use is otherwise consistent with this Agreement.
- 5.4.2 If the Licensee participates in the LOCKSS system for archiving digitized publications the Licensee may perpetually use the LOCKSS system to archive and restore the Licensed Materials, so long as Licensee's use is otherwise consistent with this Agreement. Publisher further acknowledges and agrees that, for the purpose of repairing damage to or loss of another LOCKSS system's copy of Licensed Materials, Licensee's LOCKSS system may make Licensed Materials available to that other LOCKSS system provided that the other LOCKSS system had previously proven to Licensee's system that it had the same Licensed Materials. The Publisher participates in the CLOCKSS Archive, a not-for-profit service that preserves digital scholarly content.
- 5.5 Except as expressly provided in this License, the Publisher makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied 'as is'.
- 5.6 Except as provided in Clause 5.1, under no circumstances shall the Publisher (or the Publisher's Representative) be liable to the Licensee or any other person, including but not limited to Authorized or Walk-In Users, for any special, exemplary, incidental or consequential damages of any character arising out of the inability to use, or the use of, the Licensed Materials. Irrespective of the cause or form of action, the Publisher's aggregate liability for any claims, losses, or damages arising out of any breach of this License shall in no circumstances exceed the Fee paid by Licensee to the Publisher under this License in respect of the Subscription Period during which such claim, loss or damage occurred. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. Regardless of the cause or form of action, the Licensee may bring no action arising from this License more than six (6) months after the cause of action arises.

6. LICENSEE'S UNDERTAKINGS

6.1 The Licensee shall:

- 6.1.1 use reasonable endeavors to ensure that all Authorized and Walk-In Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials;
- 6.1.2 use reasonable endeavors to notify Authorized Users of the terms and conditions of this License and take steps to protect the Licensed Materials from unauthorized use or other breach of this License;
- 6.1.3 use reasonable endeavors to monitor compliance and immediately upon becoming aware of any unauthorized 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;
- 6.1.4 issue passwords or other access information only to Authorized Users and use all reasonable endeavors to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- 6.1.5 provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under Clause 5.2.2. Should the Licensee make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect.
- 6.1.6 keep full and up-to-date records of IP addresses and provide the Publisher with details of such additions, deletions or other alterations to such records as are necessary to enable the Publisher to provide Authorized Users with access to the Licensed Materials as contemplated by this License;
- 6.1.7 use reasonable endeavors to ensure that only Authorized Users are permitted access to the Licensed Materials.
- 6.1.8 Allow Walk-In Users access to Licensed Materials only from computer terminals within the Library Premises, as designated in Schedule 1.

6.3 The Licensee shall, in consideration for the rights granted under this License, pay the Fee within thirty (30) days of signature and, if applicable, within thirty (30) of receipt of each subsequent Subscription Renewal For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Licensee shall be liable for any such taxes in addition to the Fee.

7. UNDERTAKINGS BY BOTH PARTIES

7.1 Each party shall use its best endeavors to safeguard the intellectual property, confidential information and proprietary rights of the other party.

8. TERM AND TERMINATION

- 8.1 Except for an automatic continuation under Clause 2.2, this License shall be terminated:
 - 8.1.1 if the Licensee defaults in making payment of the Fee as provided in this License and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;
 - 8.1.2 if the Publisher commits a material or persistent breach of any term of this License and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Licensee;
 - 8.1.3 if the Licensee commits a willful 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;
 - 8.1.4 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 8.2 On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted as provided in Clause 2.3.
- 8.3 On termination of this License for cause, as specified in Clauses 8.1.1, 8.1.3, and 8.1.4, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorized Users and shall return to the Publisher or destroy all Licensed Materials locally mounted pursuant to Clause 3.1.1 and 3.1.2 except as provided in Clause 2.3.
- 8.4 On termination of this License by the Licensee for cause, as specified in Clause 8.1.2 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

9. GENERAL

- 9.1 This License constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this License, whether oral or written.
- 9.2 Alterations to this License and to the Schedules to this License are only valid if they are recorded in writing and signed by both parties.
- 9.3 This License may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, except as provided in this License in respect of the Agent and the management and operation of the Server and the Publisher's Representative, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 9.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its best endeavors to ensure that the terms and conditions of this License are maintained.
- 9.5 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this License or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting.

- 9.6 Neither party's delay or failure to perform any provision of this License, as 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 License.
- 9.7 The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.
- 9.8 Either party's waiver, or failure to require performance by the other, of any provision of this License will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: BERGHAHN BOOKS

Ву:	Date:	
Print Name:	Vivian Berghahn	
Position/Title:	Editorial Director, Berghahn Journals	
Address:	20 Jay Street, Suite 512, Brooklyn, NY, 11201, USA	
Telephone:	212-233-6004 Fax: 212-233-6007	
FOR THE LIC	CENSEE:	
		_[FULL NAME]
By:	Date:	

Print Name:

 Position/Title:

 Address:

Telephone: Fax:

SCHEDULE 1

LIBRARY PREMISES

List of addresses of the Licensee's Library Premises, Domain Name(s) and IP addresses and/or ranges: Class B Network: first two network numbers plus asterisks for host addresses, i.e.: 125.64.*.* Class C network: first three network numbers plus an asterisk for host address, i.e.: 125.64.133.* Single station: all four numbers, i.e. 125.64.133.20; or ranges, i.e. 125.64.133.20-125.64.133.40

Library name & address

Domain name(s)

IP addresses/ranges

Network contact:	
Name:	
Telephone:	
Fax:	
E-mail address:	

SCHEDULE 2

LICENSED MATERIALS, SUBSCRIPTION PERIOD, AND ACCESS METHOD

A schedule dated _____[date] to the License dated _____between [Berghahn Books and _____[Licensee]

The subscription fee may change annually, however the terms and conditions of this License Agreement will remain as signed until termination of this agreement pursuant to Clauses 2.1 and 8.

THE LICENSED MATERIALS

Title

Subscription Period Format Fee

ACCESS METHOD

Authentication via User ID/password and IP Address Authentication via IP address

SCHEDULE 3

LICENSEE'S COPYRIGHT ENFORCEMENT POLICY

A schedule dated _____[date] to the License dated _____between [Berghahn Books and _____[Licensee]

List any documents evidencing the policy, with attached copies

AS WITNESS the hands of the parties to the above Schedules 1, 2, and 3 the day and year below first written

FOR THE PUBLISHER: BERGHAHN BOOKS

By: Yink Dyn Date:

Print Name:	Vivian Berghahn
Position/Title:	Editorial Director, Berghahn Journals
Address:	20 Jay Street, Suite 512, Brooklyn, NY, 11201, USA
Telephone:	212-233-6004
Fax:	212-233-6007

FOR THE LICENSEE:

		[FULL NAME]
By:	Dat	e:
Print Name:		
Position/Title:		
Address:		
Telephone:		
Fax:		