

Emerald Terms

This Licence (the "Licence") is made with EMERALD GROUP PUBLISHING LIMITED of Howard House, Wagon Lane, Bingley, BD16 1WA ("Emerald").

Subject to Emerald's acceptance of the Licensee's offer and payment of the Fee, Emerald grants the Licensee the right to access and use the Licensed Material on the terms and conditions set out below.

By using the Licensed Material in any way (including but not limited to accessing, copying, downloading and viewing any part of the Licensed Material), the Licensee agrees to be bound by the terms and conditions set out in this Licence.

1. Definitions

In this Licence, the following terms shall have the following meanings:

Agreement:	The Subscription Order Form with attached Appendix and the Licence.
Authorised Users:	a) current members of the staff of the Licensee; (b) current students of the Licensee that have been issued by the Licensee with password access to the Secure Network; and (c) guest users who have been issued by the Licensee with password access to the Secure Network from within the Licensee's premises; all being users normally located in the Licensee's home country.
Commercial Use:	Use by or on behalf of the Licensee or an Authorised User for the purposes of monetary reward.
Fee:	The Fee payable by the Licensee in consideration for the grant of the Licence.
Initial License Period:	The period specified in the Subscription Order Form.
Licensed Material:	The electronic and paper publications for which the Licensee has paid the Fee as specified in the Appendix to the Subscription Order Form or any duly agreed variation thereof that may be agreed in writing between the parties from time to time.
Licensee:	The party contracting with Emerald identified in the Subscription Order Form.
Renewal Period:	The period specified in clause 6.2.
Secure Network:	A network which is only accessible to Authorised Users whose identity is authenticated at the time of log-in and whose conduct is subject to regulation by the Licensee, including Virtual Learning Environments (VLEs).
Subscription Period:	The Initial Licence Period and any Renewal Periods.

2. Permitted Uses

2.1 The Licensee (subject to clause 3 (Prohibited Uses)) may:

- 2.1.1 make fair use of the Licensed Material in accordance with the terms of this Licence and may permit Authorised Users to have access to the Licensed Material via the Secure Network and to make use of the Licensed Material in accordance with clause 2.2;
- 2.1.2 make single back-up copies, including temporary local electronic copies, of the Licensed Material as reasonably necessary;
- 2.1.3 provide Authorised Users with integrated access and own integrated author, article title, abstract and keyword index to the Licensed Material;
- 2.1.4 authorise current members of the staff of the Licensee to make print or electronic copies of multiple extracts of the Licensed Material and incorporate parts of the Licensed Material in printed or electronic collections of material provided that such collections and the use of such collections is solely for the purpose of instruction at, and undertaken by current staff members of, the Licensee. Each such item shall carry appropriate acknowledgement, listing: (a) the title and author of the extract and; (b) Emerald as the owner of the copyright in the extract; and

- 2.1.5 Supply another library a single print copy of an electronic original of an individual document being part of the Licensed Materials. Supply shall be by post, 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.

2.2 Authorised Users (subject to clause 3 (Prohibited Uses)) may:

- 2.2.1 search, display and print off individual articles of the Licensed Material; and
- 2.2.2 electronically save individual articles or items of the Licensed Material on the Secure Network for personal use.

3. Prohibited Uses

3.1 Neither the Licensee nor any Authorised User may:

- 3.1.1 remove or alter the authors' names or Emerald's copyright notices or other means of identification or disclaimers as they appear in the Licensed Material;
- 3.1.2 make print or electronic copies of multiple extracts of the Licensed Material other than for back-up copies or for the purposes of instruction permitted under clause 2 (Permitted Uses);
- 3.1.3 mount or distribute any part of the Licensed Material on any electronic network other than the Secure Network;
- 3.1.4 use all or any part of the Licensed Material for any Commercial Use;
- 3.1.5 systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorised Users;
- 3.1.6 publish, distribute or make available the Licensed Material, works based on the Licensed Material or works which combine the Licensed Material with any other material, other than as permitted in this Licence; or
- 3.1.7 alter, abridge, adapt or modify the Licensed Material except as otherwise permitted in this Licence in Clause 3.1.1 remove or alter the authors' names or Emerald's copyright notices or other means of identification or disclaimers as they appear in the Licensed Material;

4. Licensee's Responsibilities

4.1 The Licensee shall:

- 4.1.1 ensure that only Authorised Users are permitted access to the Licensed Material;
- 4.1.2 ensure that all Authorised Users are made aware of the importance of respecting the copyright and other intellectual property rights in the Licensed Material and undertake to abide by the terms and conditions of this Licence;
- 4.1.3 inform Emerald of, and take reasonable steps to stop, any unauthorised use of the Licensed Material;
- 4.1.4 provide Emerald with sufficient information and technical support to enable Emerald to provide the Licensee with access to the Licensed Material and continuity of access, including, but not limited to, informing Emerald in advance of any changes that will affect Emerald's ability to provide such access; and.

- 4.1.5 keep full and up-to-date records of all Authorised Users and their access details, which shall be provided to Emerald upon request.
- 4.2 The Licensee agrees to indemnify Emerald against any loss, damage, costs, liability and expenses (including its reasonable professional fees) arising out of any claim or legal action against Emerald relating to any use of the Licensed Material by the Licensee or any Authorised User or resulting from any failure by the Licensee to perform its obligations under this Licence. Emerald shall not hold the Licensee liable for breach of the terms of the Licence by any Authorised User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of such a breach, PROVIDED THAT the Licensee provides Emerald in a timely manner with all reasonable assistance that Emerald may request in relation to any potential claim and/or proceedings which may be brought against any Authorised User by Emerald.

5. Emerald's Rights and Responsibilities

- 5.1 Emerald reserves the right to withdraw any publication or part of a publication from the Licensed Material.
- 5.2 Emerald shall facilitate the collection of and provision to the Licensee of usage data, in a manner consistent with the applicable privacy and data protection laws.
- 5.3 Emerald will not be liable to the Licensee (or any Authorised User or any other person) for any losses or damages, arising out of the inability to use, or the use of, the Licensed Material including, but not limited to, any special, exemplary, incidental or consequential damages.
- 5.4 Emerald's aggregate liability for any claims, losses, or damages arising out of any breach of this Licence shall in no circumstances exceed the fee paid by the Licensee under this Licence in respect of the Subscription Period during which such claim, loss or damage occurred.
- 5.5 Nothing in this clause 5 shall affect Emerald's liability for death or personal injury arising from negligence, nor Emerald's liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

6. Term

- 6.1 The Agreement shall commence on the date specified in the Subscription Order form and shall remain in effect for the Subscription Period unless terminated in accordance with clause 7 (Termination) below.
- 6.2 At the end of the Initial Licence Period, the Licence shall automatically renew for Renewal Periods of 12 months, unless the Licensee provides written notice to Emerald's Customer Service Department 30 days prior to the end of the Initial Licence Period or, if renewed, the end of the applicable Renewal Period informing Emerald that it does not wish to renew the Agreement.

7. Termination

- 7.1 Either party may terminate the Agreement and/or Licence:
- 7.1.1 if the other party commits a material or persistent breach of any term of the Agreement and fails to remedy the breach (if capable of remedy) within 30 days of notification in writing by the aggrieved party; or
 - 7.1.2 if the other party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 7.2 Emerald may terminate the Agreement and/or Licence:
- 7.2.1 for breach of the Licence by the Licensee or any Authorised User; or
 - 7.2.2 if the Licensee defaults in making payment of the Fee and fails to remedy such default within 30 days of notification in writing by Emerald.
- 7.3 On termination of the Agreement and/or Licence by Emerald for the Licensee's breach or default:
- 7.3.1 Emerald shall not be obliged to provide continuing access to any part of the Licensed Material;

7.3.2 the Licensee shall immediately cease to distribute or make available the Licensed Material to Authorised Users; and

7.3.3 the Licensee shall immediately cease to distribute or make available the Licensed Material to Authorised Users; and

7.4 On termination of this Agreement for any reason, the Licensee's obligations in relation to the Licensed Material pursuant to the Licence shall continue, including, but not limited to, the Licensed Material to which access continues to be permitted in accordance with clause 7.3.1 above.

8. General

8.1 This Licence together with the Subscription Order Form and the attached Appendix constitutes the entire agreement (the "Agreement") of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of the Agreement, whether oral or written.

8.2 This License may not be assigned or sub-contracted by either party to any other person or organisation, except as herein, without the prior written consent of the other party, which shall not unreasonably be withheld.

8.3 Emerald reserves the right to vary this Agreement from time to time, including the right to modify or alter fees or charges. Such variations will be posted on Emerald's website. The Licensee's continued use of the Licensed Material following such postings shall be deemed to constitute acceptance of such variations, modifications or alterations.

8.4 Neither party's delay or failure to perform any provision of the Agreement, 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 the Agreement.

8.5 The invalidity or un-enforceability of any provision of the Agreement shall not affect the continuation or enforceability of the remainder of the Agreement.

8.6 Either party's delay or failure to require performance by the other of any provision of the Agreement 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.

8.7 Once the Fee has been paid in full, the Licensee may acquire, load and format the licensed materials on a server that enables accesses and use in perpetuity by Authorised Users through an internal secure network. Notice from the Licensee informing the Publisher of their intention to acquire the license materials is required 3 months in advance. In such an eventuality all provisions relating to the usage of Licensed Materials and copyright shall continue to apply but provisions relating to service will not.

8.8 The Agreement shall be governed by and construed in accordance with laws of Singapore and the parties irrevocably agree that any dispute arising out of or in connection with the Agreement will be within the Courts of Singapore.