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withdrawn.

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content providers from organisations and institutions engaged in the provision or support of
education and learning;

AND WHEREAS the Publisher has agreed with JCS Online Resources Limited in World Book Online
Agreement between JCS Online Resources Limited and the Publisher to use this Licence as the model
for any agreement between the Publisher and a subscribing organisation in relation to the Offer
agreed between JCS Online Resources Limited and the Publisher as attached to this Licence in
Annex 1.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1. In this Licence, the following expressions shall have the following meanings:

“Authorised Users” means individuals holding a valid library membership card
and pin number issued by a Library Authority.

"Authorised Institutions" means a Library Authority that has completed the Form
attached to the Licence and has paid the applicable licence fee, for as long as such agreement remains in effect.

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monetary reward (whether by or for the Licensee, an
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"Educational Purposes" means for the purpose of education, teaching, distance learning, private study, and/or research.

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"Fee" means the fees as set out in Annex 1.

"Form" means the form used by JCS Online Resources Limited as part of the JCS online ordering service. A sample copy of the form is attached to this Licence in Annex 3. Once the completed form has been received by the JCS online ordering service, an Order Confirmation Email (Publisher) will be sent to the Publisher by JCS repeating the information on the form regarding the name of the Licensee, the resource, the preferred access method, the start and end date of the subscription period and confirming the date on which the Licensee accepted the terms and conditions of the Licence.

"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.

“Licensee” means an Authorised Institution that enters into the Licence with the Publisher.

"Licensed Work" means the product licensed in this Licence known to the parties as World Book Online being an online information and educational service consisting of information, services and content provided by World Book, affiliates of World Book, and third parties.
“Offer” means the Offer as agreed between JCS Online Resources and the Publisher in the World Book Online Licence which is attached in Annex 1 hereto.

"Order Confirmation Email (Publisher)" means the email to the Publisher, sent by JCS Online Resources Limited after the Licensee has completed the Form, confirming that the Licensee has placed the order, the resource, the preferred access method, the start and end date of the subscription period, list of Authorised Institutions, where applicable, and that the Licensee has agreed to the terms and conditions of the Licence. The email from JCS Online Resources Limited will also contain the name and email address of the Primary Contact and Technical Contact as supplied by the Licensee.

"Secure Authentication" means access to the Licensed Work by Internet Protocol (“IP”) ranges, Referring URL, Username and Password, or by another means of authentication agreed in writing between the Publisher and the Licensee from time to time.

"Secure Network" means a network which is only accessible by Secure Authentication.

1.2. Headings contained in this 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.

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.

2. GRANT OF LICENCE

2.1. In consideration for the Fee, the Publisher hereby grants the Licensee a non-exclusive non-transferable licence to access and use the Licensed Work and to allow its Authorised Users (and where applicable Authorised Institutions and their Authorised Users) to access and use the Licensed Work on the terms and conditions as set out in this Licence.

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4.1.4. display or distribute any part of the Licensed Work 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; permission to include Licensed content in the course of instruction using virtual and managed environments (including but not limited to E-Reserves, virtual and/or distance learning environments, managed learning environments, virtual research environments and library environments), and/or course packs, are not included under the terms of this license. Due to licensing issues involving, but not limited to image rights, World Book, Inc. prefers to review such requests on an individual basis. Please submit all requests for such use to the Publisher for consideration on a case-by-case basis;

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5.1.3. use best efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence;

5.1.4. use all reasonable efforts to monitor compliance and notify the Publisher immediately and provide full particulars on becoming aware of any of the following (a) any unauthorised use of any of Licensee’s and/or the Authorised Library Authority's password(s); or (b) any breach by an Authorised User of the terms of this Licence. Upon becoming aware of any breach of the terms of this Licence the Licensee further agrees promptly to cause the Authorised Library Authority to fully investigate and initiate disciplinary procedures in accordance with the Licensee’s or Authorised Library Authority's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence;

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6.2. The Publisher shall ensure access and use of the Licensed Work in accordance with this Licence.

6.3. The Publisher shall cause product support to be provided to the Licensee, Authorised Institutions and Authorised Users.

6.4. The Publisher shall send an email or other documentation with access instructions to the Licensee or where applicable to Authorised Institutions within two working days after receiving the Order Confirmation Email (Publisher) from JCS Online Resources Limited that the terms and conditions of the Licence have been accepted.

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7.1. The parties shall supply data on usage of the Licensed Work that is available to them during the term of this Licence. Notwithstanding the foregoing, the parties shall neither assemble nor provide data from which an individual user could be identified.

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11.6. 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.

11.7. The Publisher reserves the right to change the content, presentation, user facilities or availability of parts of the Licensed Work and to make changes in any software used to make the Licensed Work available at their sole discretion. The Publisher will notify the Licensee and Authorised Institutions of any substantial change to the Licensed Work, through Subscriber News e-mails and/or posting on the Site.

11.8. The Publisher makes no representation and gives no warranty express or implied with regard to the accuracy of the information contained in or in any part of the Licensed Work and the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Licensee, Authorised Institutions or Authorised Users as a result of their reliance on the Licensed Work or for any loss suffered or incurred as a result of pages being omitted from the Licensed Work in error provided the Publisher will rectify such omissions as soon as reasonably practical on being made aware of them.
11.9. The Licensee agrees to cause the Authorised Institutions to provide the Publisher with prompt notice and provide full particulars in the event that it becomes aware of any actual, suspected or threatened claims by any third party in connection with works contained in the Licensed Work 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 Work. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence. At the request of the Publisher, the Licensee will cause the Authorised Institutions to use all reasonable efforts to remove such work(s) from any copies of the Licensed Work maintained by the Authorised Institutions.

11.10. The Licensee will cause the Authorised Institutions to represent to the Publisher that its computer system through which the Licensed Work will be used is configured, and procedures are in place, to prohibit access to the Licensed Work by any person other than an Authorised User; that it shall inform Authorised Users about the conditions of use of the Licensed Work; and that during the term of this Licence, the Licensee will cause the Authorised Institutions to continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

12. FORCE MAJEURE

12.1. Either party’s failure to perform any term or condition of this 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 Licence.

12.2. If either party to this Licence is prevented or delayed in the performance of any of its obligations under this 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.

13. ASSIGNMENT

13.1. Save as provided herein, neither this Licence nor any of the rights under it may be assigned or sub-licensed by the Licensee without obtaining the prior written consent of the other Publisher. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Licence and agrees to be bound to all the terms of this Licence.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1. This Licence 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 Licence will be subject to and within the jurisdiction of the English courts.
14.2. 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 Licensee. Where the parties agree that a dispute arising out of or in connection with this 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.

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.

14.4. Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.

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.

15. NOTICES

15.1. All notices required to be given under this Licence 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 Licence, and all such notices shall be deemed to have been received three days after posting where sent by special delivery or on despatch in the case of despatch by courier. Copies of notices are to be sent to JCS Online Resources.

if to the Licensee:                to the Primary contact named on the Form

if to the Publisher

Donald D. Keller
President
World Book, Inc.
233 N. Michigan Avenue, Suite 2000
Chicago, IL 60601
Email: Dkeller@worldbook.com

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JCS Online Resources
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Parkway Court, John Smith Drive
Oxford OX4 2JY
Email: joyce@jcsonlineresources.org

16. GENERAL

16.1. This Licence, Schedules and Annexes constitute the entire agreement between the parties relating to the Licensed Work 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.
16.2. The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Licence and any reference to this Licence shall include the Schedules and Annexes.

16.3. The invalidity or unenforceability of any provision of this Licence shall not affect the continuation in force of the remainder of this Licence.

16.4. The rights of the parties arising under this Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Licence or of any breach of this 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 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.
ANNEX 1: LICENCE FEE AND PAYMENT TERMS

Details of the Licence Fee and payment terms are available from JCS Online Resources
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<thead>
<tr>
<th>Title</th>
<th>Description</th>
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<tr>
<td>Early World of Learning:</td>
<td>The Early World of Learning is the premier online resource for pre-schoolers and children in the early elementary grades. Developed with experts on early childhood education, the Early World of Learning offers rich resources designed for easy integration into the classroom curriculum.</td>
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<tr>
<td>Kids:</td>
<td>World Book Kids is the premier general reference Web site developed especially for young students. The site features simple navigation, easy-to-read articles, thousands of illustrations, videos, comparison tools, and a wealth of engaging games and activities.</td>
</tr>
<tr>
<td>Discover:</td>
<td>World Book Discover offers engaging reference resources for students reading below grade level because of language or learning difficulties, with content and tools specifically developed for these students. The collection includes reference articles, text-to-speech capabilities, learning and life skills activities, research tools, multimedia, and interactive video to draw students into curriculum-related topics and subjects relevant to older students.</td>
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<tr>
<td>Student:</td>
<td>Tailored for students in elementary and middle schools, World Book Student includes all the articles from the print versions of the World Book Encyclopedia, plus thousands of additional articles, learning resources, and research tools.</td>
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<tr>
<td>Advanced:</td>
<td>World Book Advanced is a powerful reference tool that includes encyclopedia, multimedia, e-book, and primary source databases, fully integrated in a single search.</td>
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<tr>
<td>Activity Corner:</td>
<td>Activity Corner offers thousands of activities with easy, clear instructions, photographs, illustrations, and more. Every activity also contains a list of materials for easy reference and can be printed, e-mailed, or saved in its entirety to your personal computer.</td>
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<tr>
<td>Science Power:</td>
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<tr>
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<tr>
<td>Hallazgos:</td>
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</tr>
<tr>
<td>Kids eLearn Arabic</td>
<td>A first-of-its-kind Arabic language reference website. Includes features such as My Country which provides in-depth information relating to history, people, culture and the lands of the Arab region. Plus, hundreds of engaging educational games and hands-on activities, instructions with illustrative images for exciting science experiments; dozens of feature videos in Arabic and thousands of images and illustrations.</td>
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ANNEX 3 – SAMPLE FORM

The Form

Please read and accept the licence(s) below:

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<th>Product</th>
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<td></td>
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</table>

I am authorised to confirm acceptance of the Licence below on behalf of my institution/organisation.

- I have read and understood the terms of the Licence.
- I understand that this subscription will be automatically renewed if I don’t cancel 2 months prior to the end date.
- I confirm the order and accept the Licence on behalf of my institution/organisation.

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