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"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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- 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.

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- 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
if to JCS Online Resources	Joyce Martin Managing Director JCS Online Resources Suite 1 Whichford House Parkway Court, John Smith Drive Oxford OX4 2JY Email: joyce@jcsolineresources.org

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- 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.
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ANNEX 1: LICENCE FEE AND PAYMENT TERMS


Details of the Licence Fee and payment terms are available from JCS Online Resources

ANNEX 2

The choice of titles being made available through this Licence:

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ANNEX 3 – SAMPLE FORM



- ▶ Subscriptions
- ▶ Create a Quote
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The Form

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