

BLOOMSBURY DIGITAL RESOURCES LICENCE FOR NORTH AMERICAN SCHOOLS

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AND WHEREAS the Publisher has agreed with JCS Online Resources Limited in the Bloomsbury Digital Resources 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 pupils, members of staff and trainee teachers of the Licensee and/or an Authorised School who are authorised by the Licensee or such school to access its information services whether on-site or off-site via Secure Authentication. For the avoidance of doubt parents and carers of pupils do not qualify as Authorised Users under this Licence.
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"Authorised School"	means an Eligible School that is listed in the Form attached to the Licence and is covered by the Fee, for as long as the Licence remains in effect;
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"Fee"	means the fee as set out in Annex 1.
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"Licensed Work"	means the online platform owned by Bloomsbury Digital Resources which hosts an expanding range of standalone collections and e-resources. (See Annex 2)

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

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- 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.

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- 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 Schools 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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 - 4.1.5. use all or any part of the Licensed Work for any Commercial Use or for any purpose other than Educational Purposes.
- 4.2. This Clause 4 shall survive termination of this Licence for any reason.

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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 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 School'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 School to fully investigate and initiate disciplinary procedures in accordance with the Licensee's or Authorised School's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence;

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- 5.1.6. provide to the Publisher the necessary access information such as lists of valid IP addresses or a Referring URL, and update the Publisher when there is a change.

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- 6.4. JCS Online Resources Ltd, acting on behalf of the Publisher, shall send an email or other documentation with access instructions to the Licensee or where applicable to Authorised Schools within five working days after 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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- 8.1. The Licensee will pay the Fee to the Publisher through JCS Online Resources Limited for the rights granted to the Licensed Work in the amount and upon terms as set out in Annex 1. The Publisher has instructed JCS Online Resources Limited to issue invoices to Authorised Schools or the Licensee in respect of the Fee.

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- 9.1. The term of this Licence will commence upon the start date as set out in the Form and will remain in full force and effect until terminated by the Licensee by giving the Publisher and JCS Resources Limited 2 months notice before the annual renewal date.

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- 11.3. Nothing in this Licence shall make the Licensee liable for breach of the terms of this Licence by any Authorised School and/or Authorised User provided that the Licensee did not cause, knowingly assist, or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 11.4. Nothing in this Licence shall make an Authorised School liable for a breach of the terms of this Licence by an Authorised User provided that the Authorised School did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
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- 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 Schools or Authorised Users as a result of their reliance on the Licensed Work or for any

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- 11.9. The Licensee agrees to cause the Authorised Schools 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 Schools to use all reasonable efforts to remove such work(s) from any copies of the Licensed Work maintained by the Authorised Schools.
- 11.10. The Licensee will cause the Authorised Schools 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 Schools to continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

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- 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.

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.

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The Licensee will pay the Publisher the applicable Fee through JCS Online Resources Limited, either for an individual school or for each school listed on the Form in accordance with the applicable charging band as set out below.

Each applicable Fee shall be **due and payable 30 days** after receipt by the Licensee of an invoice for such fee from JCS Online Resources Limited acting on behalf of the Publisher.

Annual Fees for the Bloomsbury Digital Resources

applicable from 1 May 2019

Subscription fees are based on the total number of learners within an institution.

Each Collection/Product is offered as a separate subscription

Platforms/Products	Fee per learner (USD)
Drama Online Collections:	
Playtext Collection	\$0.63
LA Theatre Works Collection	\$0.27
Nick Hern Books Collection	\$0.27
Shakespeare/Early Modern Drama Video Collection	\$0.28
Shakespeare’s Globe on Screen Video Collections	\$0.52
Aurora Metro Books and the Playwrights Canada Press Collection	\$0.18
Royal Shakespeare Company Live Collection	\$0.52
BBC Drama Films and Documentaries Collection	\$0.33
Bloomsbury Fashion Central:	
Berg Fashion Library	\$0.31
Fashion Photography Collection	\$0.36
Fashion Business Cases	\$359.84 annual flat fee
Other:	
Bloomsbury Popular Music	\$0.56
Bloomsbury Design Library	\$0.63
Bloomsbury Food Library	\$0.63
Bloomsbury Cultural History	\$0.61
Bloomsbury Encyclopedia of Philosophers	\$0.31
Bloomsbury Applied Visual Arts	\$0.92
Bloomsbury Screen Studies	\$0.43
Bloomsbury Architecture Library	\$0.42

- A Service fee equal to 15% of the appropriate Subscription Fee is payable to JCS Online Resources and will be added to the fee on the invoice.
- The publisher reserves the right to increase annually the subscription fees listed above but by no more than 4%.

ANNEX 2:

BLOOMSBURY DIGITAL RESOURCES LIST OF PRODUCTS AND COLLECTIONS

Drama Online

Online resource featuring scripts, critical analyses, audio plays, and 150 hours of video to support the study of theatre and drama. Individual collections include:

- Playtexts (including Critical Studies & Performance Practice)
- LA Theatre Works Audio Plays
- Nick Hern Books
- Shakespeare/Early Modern Drama Video Collection
- Shakespeare's Globe on Screen Video Collections
- Aurora Metro Books and the Playwrights Canada Press Collection
- Royal Shakespeare Company Live Collection
- BBC Drama Films and Documentaries
- Screen Studies

Berg Fashion Library

Multimedia library offering users access to an expanding range of essential fashion resources, including 13,000+ images, museum exhibitions, eBooks, essays, lesson plans, and more.

Fashion Photography Archive

Digitized library of high-quality runway and backstage images from key designers in the world of fashion, including articles, audio, and video collections.

Fashion Business Cases

Hundreds of business cases from design and sourcing to marketing and retail to enable students to master in-demand business and analytical skills.

Bloomsbury Popular Music

Cross-searchable popular music platform featuring over 120 volumes of *33 1/3* and 14 volumes of *Encyclopedia of Popular Music of the World*.

Bloomsbury Design Library

Library of reference pages, images and over 60 eBooks offering coverage of design and crafts from across the world from 1500 BCE to the present day.

Bloomsbury Food Library

Cross-searchable collection of reference works and educational resources to support the growing discipline of food studies.

Bloomsbury Cultural History

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Bloomsbury Encyclopedia of Philosophers

Expanding reference encyclopedia containing in depth articles of 6500 philosophers from throughout history and across the world.


Bloomsbury Applied Visual Arts

A collection of richly illustrated books packed with practical tools, guidance, and inspiration for students on practice-led visual arts courses covering a diverse range of fields including design, fashion, architecture and interiors, animation and film production, and photography.

Bloomsbury Architecture Library

A dynamic research tool for the study of architecture providing an expanding range of text, image, and interactive content.

ANNEX 3 – SAMPLE FORM



- Subscriptions
- Create a Quote
- Trial Request
- Account Details
- Your Quotes
- Log Out

The Form

View Quotation Order Details **The Form** Your Order

Please read and accept the licence(s) below:

Product	Licence Period	Licence Fee (excluding VAT but including the JCS service fee)
Drama Online - Shakespeare's Globe on Screen	12 Months	\$0.00

Drama Online - Shakespeare's Globe on Screen

- 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.
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