

**HODDER EDUCATION MAGAZINES E-LIBRARIES LICENCE
FOR UK FURTHER EDUCATION COLLEGES**

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RECITALS

WHEREAS Hodder Education Magazines eLibraries consists of 14 digital magazines containing content from 2009 to the present day;

WHEREAS Hodder Education A-level Magazines and all Intellectual Property Rights (as hereafter defined) therein are owned by or licensed to the Publisher

AND WHEREAS JCS Online Resources Limited is a private limited company incorporated on 7 December 2010 to (1) negotiate licences with publishers and electronic content providers for access to and use of online resources for organisations and institutions engaged in the provision or support of education and learning, (2) secure subscriptions on behalf of publishers and electronic 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 the Hodder Education A-level Magazines 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 students, members of staff and trainee teachers or lecturers of an Authorised College who are authorised by such college to access its information services whether on-site or off-site via Secure Authentication.
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"Authorised Colleges"	means any Eligible College that has accepted the terms and conditions of the Licence Agreement.
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"Commercial Use"	means use of the Licensed Work for the purpose of monetary reward (whether by or for the Licensee, an Authorised College or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Work. For the avoidance of doubt, neither the recovery of direct cost by the Licensee or an Authorised College from Authorised Users, nor use by the Licensee, an Authorised College or Authorised Users of the Licensed Work in the course of research funded by a commercial organisation is deemed to constitute Commercial Use provided that the Licensed Material itself is not actually used for any monetary reward or commercial purpose.
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"Fee"	means the fee 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 2. 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.
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"Licensee"	means the institution that has entered into the Licence with the Publisher.
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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.

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

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6.1. The Publisher shall use the information provided to it by JCS Online Resources Ltd for the fulfilment of this subscription in accordance with all applicable laws concerning the protection of personal information and in compliance with the General Data Protection Regulation. The Publisher shall keep this information for as long as required to fulfil the Licensee's subscription.

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 Colleges 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 Colleges 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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8. 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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- 9.5. Upon termination of this Licence by the Licensee due to a material breach or repeated other breaches by the Publisher, the Publisher will reimburse the Licensee a pro rata proportion of the Fee paid by the Licensee for the unexpired period of this Licence.
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- 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

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- 11.9. The Licensee agrees to cause the Authorised Colleges 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 Colleges to use all reasonable efforts to remove such work(s) from any copies of the Licensed Work maintained by the Authorised Colleges.
- 11.10. The Licensee will cause the Authorised Colleges 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 Colleges 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

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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

The Licensee will pay the Publisher the applicable Fee through JCS Online Resources Limited 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 Hodder Education A-level Magazine Prices applicable from 1 September 2022

Fees for Individual Colleges of Further Education:

JISC Band	Annual Fee	Annual Fee	Annual Fee
	Any 5 eLibraries	Any 10 eLibraries	All 14 eLibraries
J	£530	£660	£770
I	£610	£760	£890
H	£700	£880	£1,020
G	£880	£1,100	£1,280
F	£1,180	£1,530	£1,790
E	£1,430	£2,420	£2,640
D	£1,870	£3,190	£3,520
C	£2,150	£3,670	£4,050

A Service fee equal to 15% of the appropriate Subscription Fee is payable to JCS Online Resources and will be added as a separate item to the invoice. All prices are exclusive of VAT.


ANNEX 2 – FORM



The Form

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

Please read and accept the licence(s) below:

Product	Licence Period	Licence Fee
Hodder Education A-level Magazines for FE - all 14 eLibraries	12 Months	

- I am authorised to confirm acceptance of the Licence(s) above on behalf of my institution/organisation.
- I have read and understood the terms of the Licence(s).
- I understand that this subscription(s) will be automatically renewed if i don't cancel 2 months prior to the end date.
- I confirm the order and accept the Licence(s) on behalf of my institution/organisation.

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