

## **BLOOMSBURY DIGITAL RESOURCES LICENCE FOR SCHOOLS WORLDWIDE**

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

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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.

## 2. GRANT OF LICENCE

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5.1. The Licensee will or where applicable cause Authorised Schools to:

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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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- 11.7. 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 Schools of any substantial change to the Licensed Work.
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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.

## 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  
Lewis Conlin  
Institutional Sales Manager, UK  
Bloomsbury Publishing plc  
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Email: [Lewis.Conlin@bloomsbury.com](mailto:Lewis.Conlin@bloomsbury.com)

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- 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, either for an individual school or 6<sup>th</sup> Form College or for each school and 6<sup>th</sup> Form College 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 September 2024**

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

Each Collection/Product is offered as a separate subscription.

<b>PLATFORMS/PRODUCTS</b>	<b>FEE PER LEARNER</b>
<b>Drama Online Collections:</b>	<b>GBP</b>
Core and Critical Studies Collection	£0.54
BBC Drama Films and Documentaries Collection	£0.27
Hollow Crown Series 1 and 2 Collection	£0.27
LA Theatre Works Collection	£0.21
Nick Hern Books Collection	£0.21
Shakespeare/Early Modern Drama Video Collections	£0.24
Shakespeare’s Globe on Screen Video Collection	£0.38
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Royal Shakespeare Company Live Collection	£0.42
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National Theatre Collection 2	£0.37
National Theatre Collection 3	£0.37
Stratford Festival Shakespeare Collection	£0.32
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Shakespeare's Globe to Globe Festival on Screen 1 and 2	£0.30
Currency Press	£0.20
Drama Online Video Collection	£0.43
Theatre Performance & Practice Video Library	£0.28
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Fashion Photography Archive	£0.27
Fairchild Books Library	£0.31
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Bloomsbury Fashion Video Archive	£0.24
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4 / 5 Databases	15%
6 + Databases	20%

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- 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 Library**

An award-winning digital library of exclusively available playtext content from over 1700 playwrights, academic publications, filmed live performances from top theatre companies, film adaptations, and audio plays. Each collection is available as a stand-alone subscription.

- Core and Critical Studies Collection
- BBC Drama Films and Documentaries Collection
- The Hollow Crown Series 1 and 2 Collection
- 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
- Classic Spring Oscar Wilde Collection
- National Theatre Collection 1
- National Theatre Collection 2
- National Theatre Collection 3
- Stratford Festival Shakespeare Collection
- Oberon Books Collection
- TCG Play Books Collection
- Shakespeare's Globe to Globe Festival on Screen 1 and 2
- Currency Press
- Drama Online Video Collection
- Theatre Performance & Practice Video Library

#### **Bloomsbury Fashion Central:**

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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.

##### **Bloomsbury 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.

##### **Fairchild Books Library**

e-books covering subjects including textiles, design foundations, retailing, visual merchandising, colour theory, lighting, sustainability, and drawing and presentation.

##### **Bloomsbury Fashion Video Archive**

Showcasing nearly 3,000 fashion videos from the YOOX-NET-A-PORTER Runway Archive Collections, the Bloomsbury Fashion Video Archive documents fashion's most spectacular era, from 1979 to 2003.

##### **Bloomsbury Dress and Costume Library**

The first comprehensive online collection of dress and costume history, design and making bringing together essential resources, including primary source material as well as exclusive eBooks, video and reference content, for students who need the best information about dress history, film and theatre costume, costume design and construction – and all in one place.

#### **Other Bloomsbury Digital Resources:**

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**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**

An authoritative, peer-reviewed resource showing how people lived their everyday lives throughout history.

**Bloomsbury History: Theory and Method**

Bloomsbury History: Theory and Method is the first one-stop online resource to explore the theory, methods and historiography which underpin history as a discipline.

**Bloomsbury Encyclopedia of Philosophers**

A collection of thousands of critical biographical entries on individuals who have contributed to the history of thought and philosophy covering a broad range of traditions, subjects, schools of thought, and regions.

**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.

**Bloomsbury Medieval Studies**

This brand-new reference work brings the Medieval period to life with material culture object images, illuminated manuscript pages and other artwork.

**Human Kinetics Library**

A digital hub featuring a growing collection of cross-searchable ebooks and videos for students studying fitness, exercise, coaching and sport covering Dance Technique, Physical & Health Education, Health Care in Sport and Exercise.

**Cite them right**

An online resource to help students reference correctly and avoid plagiarism.

**Skills for Study**

An interactive and personalised solution to help students build the skills for success in their studies and beyond. The resource is based on the work of Stella Cottrell, bestselling author of *The Study Skills Handbook*.

**ABC-Clio Databases (from Bloomsbury):**

**World at War: Understanding Conflict and Society**

In-depth look at 50 conflicts across space and time, from the wars of ancient Greece and Rome to ongoing conflicts in the 21st century.

**American Government**

Connecting the origins and structure of US government to historical events and issues.

**World Geography: Understanding a Changing World**

Investigates the geographic, political, social economic, and cultural forces shaping the modern world.

**United States Geography**

Supports core social studies with detailed coverage of the governments, economies, histories, and contemporary issues of all 50 US States.

**Issues: Understanding Controversy and Society**

Prepares students to think critically about the most compelling issues driving debates in our society today.

**World History: Ancient and Medieval Eras**

Providing a fascinating survey of the civilizations, dynasties, and empires of the ancient and medieval worlds.

**World History: The Modern Era**

Takes students on a journey through the events, movements, and turning points that have shaped the modern world.

**Daily Life through History**

Examines the unique feature and historical development of societies around the globe.

**Pop Culture Universe**

This social studies resource examines US history through developments in art, literature, clothing, fashion, food, film, music, sports, technology, and travel.

**American History**

A comprehensive survey of the nation's development, tracking key social, political, and cultural events and turning points from the revolutionary era to the present day.

**The African American Experience**

The 8,000+ articles, biographies, primary source and media content brings context to the lived experience of African Americans in US history.

**The Latino American Experience**

Comprehensive historical coverage beginning with pre-16th century Maya, Inca, and Aztec empires continuing to present day Latino American communities.

**The Asian American Experience**

An interdisciplinary approach to understanding the historical and current experience of persons of Asian ancestry in the United States.

**The American Indian Experience**

Depth and breadth of historical coverage, from Indigenous American civilizations to modern native nations.

**World Religions**

Supports the development of students' cultural awareness and global perspective, surveying the origins and development of more than 50 religions.


**Modern Genocide: Understanding Causes and Consequences**

Sensitive coverage of 10 modern genocides supporting the development of students as global citizens and critical thinkers.

**Health & Wellness Issues**

Deep dives into today's top health-related issues, exploring their historical contexts, current complexities, impacts on physical and mental well-being, and global reach.

### ANNEX 3 – SAMPLE FORM




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