

## **Taylor & Francis Group/Consortia License Agreement**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2009 (the "Effective Date" between Taylor and Francis Group and the Community College League of California Consortium ("the Licensee").

The Consortium, acting as agent, signs this agreement on behalf of the Consortium Members listed in Exhibit B and agrees to be bound by the terms and conditions of this License. The Consortium Members will then be granted the use of the Licensed Materials to any Taylor & Francis Reference Online titles set forth in Exhibit A and others that may be added to the list of online publications from time to time and by amendment at a later date.

### **DEFINITIONS**

In this License the following words and expressions shall have the following meanings:

#### **'Authentication System'**

An Authentication System satisfactory to the Licensor, by which the Licensee will ensure that only Authorized Users are given access to the Licensed Material electronically online.

#### **'Authorized User'**

Individuals who are granted access to the Subscriber's information services available through a Secure Network, who are either (i) full- and part-time students and/or employees (including faculty, staff, affiliated researchers, independent contractors and temporary staff) or in some other capacity whereby they are permitted to access such services in the Subscriber's ordinary course of business, regardless of the physical location of such persons, or (ii) are physically present on the Subscriber's premises.

#### **'Intellectual Property'**

Copyright database rights, patents, design rights and trademarks whether registered or unregistered, and all other industrial or intellectual property rights existing in any jurisdiction, and all rights to apply for the same.

#### **'Licensor'**

Taylor & Francis Group LLC, whose registered office is at 6000 Broken Sound Parkway, NW Suite 300 Boca Raton, FL 33487, United States which expression shall include any publishing imprint subsidiary to or associated with the Publisher and the Publisher's administrators or successors in business as the case may be.

### **1. FEES AND PAYMENTS**

Taylor and Francis Group will invoice the Licensee all fees and charges pursuant to the pricing and terms set forth in Exhibit A. Licensee agrees to pay Taylor and Francis Group within 30 days of receipt of invoice. Fees and charges are non-refundable, except as provided herein.

### **2. USAGE RESTRICTIONS**

2.1 Nothing contained in this License gives the Licensee or any Authorized User any rights in the Intellectual Property or confidential information of the Licensor in the Licensed Material.

2.2 The rental, loan or hire purchase of the Licensed Material, save with the express consent of the Licensor is prohibited without the express permission of the Licensor.

2.3 Any electronic distribution or dissemination of the Licensed Material is prohibited save as expressly permitted by this License.

2.4 Any alteration, amendment, modification or deletion from the Licensed Material, whether for the purposes of error correction or otherwise.

2.5 Neither the Licensee, nor any Authorized User, shall store transiently or permanently on any medium, transfer, transmit, reproduce, loan to any third party, publish or otherwise exploit, modify, or create derivative works from, or combine with other material, the Licensed Material except to the extent necessary to exercise the Rights granted by this License. For the avoidance of doubt, neither the Licensee nor any Authorized User shall use the Licensed Material in whole or in part for the purposes of electronic inter-library loan, or any external commercial re-use. The Licensee may, however, print out limited portions of the Licensed Material for the purposes of research or private study and not for Commercial use.

2.6 Nothing in this Agreement shall limit your rights to make fair use of the Licensed Works, as that term is defined under Sections 107 and 108 of the Copyright Revision Act 1976.

### **3. TERM AND TERMINATION**

3.1 This License shall commence on the Effective Date, upon completion of the Registration Details and payment of the subscription fee and shall (subject at all times to earlier termination in accordance with the provisions of this License) remain in effect for the License Period. Thereafter, this Agreement may be renewed for successive one (1) year periods, in accordance with this agreement and subject to the payment of all fees required thereby.

3.2 This License may be terminated with by either party if the other party commits any material or persistent breach of any term of this License. In the event that Taylor & Francis terminates this Agreement for reasons other than your breach of this Agreement, you will be refunded the pro rata portion of any subscription fees you have paid

3.3 Upon termination of this Agreement, you agree to continue to adhere to the provisions of this Agreement relating to any Taylor & Francis Intellectual Property.

### **4. RIGHTS AND OBLIGATIONS OF THE LICENSOR**

4.1 The Licensor shall:

4.1.1 use commercially reasonable efforts to maintain adequate Internet or online connection and server capacity to provide the licensee with access to the Licensed Material;

4.1.2 provide the Licensee with all information necessary to access the Licensed Material online;

4.1.3 use all reasonable endeavours to restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of availability.

4.2 In consideration of the payment of the Electronic Subscription Fee and of the agreement by the Licensee to abide by the terms of this License, the Licensor will, on the completion by the Licensee of the Registration Details and payment of the Electronic Subscription Fee, grant to the Licensee for the License Period the Rights.

4.3 The Licensor reserves the right at any time to withdraw from the Licensed Material any component included in it:

4.3.1 if the Licensor no longer retains the right to publish such component;

4.3.2 if at the Licensor's sole discretion the Licensor believes that there is at least a reasonable chance that publication of it would amount to an infringement of copyright database right defamation or any other unlawful act.

## **5. RIGHTS AND OBLIGATIONS OF THE LICENSEE OR AUTHORIZED USER**

5.1 The Licensee shall provide Registration Details, including a list of valid IP addresses for Authorized Users who will access Licensed Material from or via the Secure Network or Secure Server at the Site (where access via IP address is the required Authentication System) or remotely from outside a secure network or secure server.

5.2 The Licensee or Authorized User shall use reasonable efforts to ensure that only Authorized Users are permitted access to the Licensed Material and that all Authorized Users abide by the provisions of this License;

5.3 The Licensee or Authorized user retains the non-exclusive, non-transferable right for the License Period in relation to the whole or any part of the Licensed Material, to allow Authorized users to access the Licensed Material and to print and/or download on authorized computers no more of the Licensed Material than is covered by Fair Use.

## **6. ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY RIGHTS**

Licensee acknowledges that all copyrights, patent rights, trademarks, services marks, trade secrets and other intellectual property rights relating to the Licensed Works are the sole and exclusive property of Taylor and Francis and that this Agreement does not convey to Licensee any right, title, or interest therein except for the right to use the Licensed Works in accordance with the terms and conditions of this Agreement.

## **7. LICENSOR'S WARRANTIES AND LIABILITY**

TAYLOR AND FRANCIS GROUP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY ASPECT OF THE LICENSED WORKS OR THE ONLINE AVAILABILITY OF THE LICENSED WORKS. TAYLOR AND FRANCIS GROUP DOES NOT WARRANT THAT THE LICENSED WORKS WILL BE ACCURATE OR COMPLETE, NOR DOES IT MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE LICENSED WORKS. LICENSEE EXPRESSLY AGREES THAT LICENSEE'S USE OF THE LICENSED WORKS IS AT LICENSEE'S SOLE RISK. ACCORDINGLY, TAYLOR AND FRANCIS GROUP WILL NOT IN ANY WAY BE LIABLE TO LICENSEE OR TO ANY OTHER PERSON OR ENTITY FOR ANY INACCURACIES, ERRORS, OMISSIONS OR DELAYS IN THE LICENSED WORKS, REGARDLESS OF CAUSE, OR FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT, OR CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION AND FOR ANY OTHER TYPE OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE) RESULTING THERE FROM, REGARDLESS OF CAUSE AND REGARDLESS OF WHETHER OR NOT TAYLOR AND FRANCIS GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT TAYLOR

AND FRANCIS GROUP IS DEEMED LIABLE IN ANY MANNER, THEN SUCH LIABILITY, WHETHER ARISING FROM CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE SHALL, IN NO EVENT, EXCEED THE AMOUNT LICENSEE HAS PAID FOR LICENSEE USE OF THE LICENSED WORKS DURING THE PRECEDING THREE (3) MONTH PERIOD. LICENSEE FURTHER AGREES THAT NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE LICENSED WORKS MAY BE BROUGHT BY LICENSEE AGAINST TAYLOR AND FRANCIS GROUP MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO SUCH ACTION HAS OCCURRED.

## **8. FORCE MAJEURE**

Taylor and Francis Group shall not be responsible for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of Taylor and Francis.

## **9. WAIVER**

Any failure or delay by either party to exercise or enforce any right conferred by this License shall not be deemed to be a waiver of such right.

## **10. ENTIRE AGREEMENT**

This License represents the entire agreement between the Licensor and the Licensee concerning the Licensed Material. The terms of this License supersede all prior purchase orders, written terms and conditions, written or verbal representations, advertising or statements relating in any way to the Licensed Material.

## **11. SEVERABILITY**

If any provision of this License is found to be invalid or unenforceable by a court of law of competent jurisdiction, such a finding shall not affect the other provisions of this License and all provisions of this License unaffected by such a finding shall remain in full force and effect.

## **12. VARIATIONS**

This License may only be varied in writing by means of variation signed in writing by both parties.

## **13. GOVERNING LAW AND JURISDICTION**

13.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws.

13.2. You irrevocably agree that any dispute arising out of or in connection with this Agreement shall be subject to and exclusively within the jurisdiction of the Supreme Court of the State of Florida.

13.3 If any portion of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, the remaining portion thereof shall nonetheless remain in full force and effect.

## Taylor & Francis Group/Consortia License Agreement

**Agreed and Accepted:**

\_\_\_\_\_  
Name of Consortia

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date

**Agreed and Accepted:**

Taylor and Francis Group

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date

**Exhibit A**  
(Taylor and Francis Online products)

The Handbook of Chemistry and Physics

<http://www.hbcnetbase.com/>

FORENSICnetBASE

<http://www.forensicnetbase.com/>



**Taylor & Francis**  
Taylor & Francis Group

**Exhibit B**  
(Consortium Members)