

LICENCE AGREEMENT FOR

ENDNOTE

CLARIVATE ANALYTICS (UK) LIMITED, a company whose registered office is at Friars House, 160 Blackfriars Road, London, United Kingdom, SE1 8EZ (“Clarivate”).

OFFERS to you, (the “Institution”), permission to access the Licensed Product and use such Product only on the terms and conditions as set out in this Licence.

Acceptance of this Licence will be by receipt of the Order Confirmation Email (as defined below) by Clarivate as part of the Jisc Collections Online Ordering Service (as defined below). Acceptance shall be acceptance of all terms and conditions of this Licence and no variation or counter offer will be accepted by Clarivate. In the event that no or partial compliance is made as to the manner or form described for acceptance, no licence will be granted and this offer is deemed withdrawn.

BACKGROUND

- A. EndNote is a reference management software tool for researchers. hereafter referred to as the ‘Licensed Product’ as detailed in Schedule 2, and all intellectual property rights in the Licensed Product are owned by or duly licensed to Clarivate;
- B. Clarivate has agreed with Jisc Collections (as defined below) to offer in accordance with the Offer (in Licence Annex 1) to provide access to and permit use of the Licensed Product in accordance with this Licence.
- C. Jisc Collections (as defined below) has developed an online ordering service, the ‘Jisc Collections Online Ordering Service’, by which nominated persons can place, order, and manage subscriptions online on behalf of their institution, which will be used in connection with this Licence.
- D. Clarivate has agreed with Jisc Collections in the EndNote Agreement between Jisc Collections and Clarivate to use this Licence as the model for any agreement between Clarivate and a Subscribing Institution, as defined in the EndNote Agreement in relation to the Offer.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS

- 1.1 In this Licence, the following terms shall have the following meanings:

“AAU Fee”	means the fee for access and use of the Licensed Product by Additional Authorised Users at a Partner Organisation as agreed between Clarivate and the Subscribing Institution. For the avoidance of doubt, the AAU Fee could be set at zero.
“AAU Fee Quotation”	means the quotation of the AAU Fee, provided by Clarivate to the Institution at the request of the Institution to include Additional Authorised Users from Partner Organisations.
“Access Services”	means Clarivate’s obligations under Clause 5.1.
“Access Support Hours”	means 8.00am to 6.00pm in the United Kingdom, on a Working Day.
“Additional Authorised Users”	means individuals who qualify as authorised users and can perform the same activities as Authorised Users under this Licence (subject to the payment of the AAU Fee) but for monetary purposes are not included in the Licence Fee. Additional Authorised Users are users at a Partner Organisation for which the Institution has agreed with Clarivate to pay the AAU Fee.
“Authentication Information”	means passwords, user names and any other information necessary to access Licensed Product by means of the Secure Authentication.
“Authorised User”	<p>means an individual who is authorised by the Institution to have access to its information services (whether on-site or off-site) via Secure Authentication and who is:</p> <ul style="list-style-type: none"> • a current student registered with the Institution (including undergraduates and postgraduates); • a contractor of the Institution; or • a member of staff of the Institution (whether permanent or temporary, including retired members of staff and any teacher who teaches students registered with the Institution); or • without prejudice to Clause 4.2, a Walk-In User <p>and, unless the context otherwise requires, all references to “Authorised Users” in this Licence include “Additional Authorised Users”.</p>
“Calendar Year”	means each year running from 1 January to 31 December.

“Clarivate Platform”	means the computing platform operated by or on behalf of Clarivate, including a cloud or virtual platform, on which the Licensed Product is hosted and can be accessed, and referred to in Licence Schedule 33.
“Commercial Use”	means use for the purpose of earning monetary reward or generating profit (whether by or for the Institution or an Authorised User) by means of the sale, resale, loan, transfer, licence, hire or other form of exploitation of the Licensed Product, but, for the avoidance of doubt, excluding: <ul style="list-style-type: none"> • use for which the Institution is entitled only to be reimbursed its costs (which may include overhead costs); and • use of the Licensed Product in the course of research funded by a commercial or for-profit organisation.
“Confirmation Notice”	means, in relation to a notice sent through the Jisc Ordering Platform, the email generated by the platform confirming receipt of the notice and sent to each of Clarivate and the Institution.
“Data Protection Laws”	means the Data Protection Act 1998, the General Data Protection Regulation 2018, the Data Protection Act 2018 and any other law applicable to the UK relating to the protection of personal data and the privacy of individuals, including where applicable guidance and codes of practice issued by the Information Commissioner.
“Educational Purposes”	means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching.
“Jisc Collections”	means Jisc Services Limited (operating as Jisc Collections) (Company Number 2881024), a company limited by guarantee incorporated in England and Wales whose registered office is at One Castlepark, Tower Hill, Bristol BS2 0JA.
“Jisc Collections Online Ordering Service”	means the online subscription ordering service developed by Jisc Collections (the Jisc Collections Online Ordering Service can be found at www.jisc-collections.ac.uk) or any such service as may <u>replace the Jisc Collections Online Ordering Service</u> .
“Jisc Ordering Platform”	means the platform providing the Jisc Collections Online Ordering Service.

“Licence Fee”	means the fee payable for access to and use during the Subscription Period of the Licensed Product as set out in this Licence.
“Licensed Product”	means the product as set out in Schedule 2..
“Order”	means an order placed by the Institution in relation to Licensed Products by means of completing the Subscription Order and Acceptance Form and submitting the same on the Jisc Ordering Platform.
“Order Confirmation”	means the generation of the Order Confirmation Email to each of the Institution, Jisc Collections and Clarivate.
“Order Confirmation Email”	means, in the case of Orders placed on the Jisc Ordering Platform, the emails to each of the Institution, Jisc Collections and Clarivate automatically generated by the Jisc Ordering Platform after the Institution has placed an Order, confirming that the Institution has placed the relevant order, the start and end date of the Subscription Period and that the Institution has agreed to the terms and conditions of this Licence.
“Partner Organisation”	means any organisation for which the Institution has agreed with Clarivate in writing to pay the AAU Fee(s) or that there is no AAU Fee. A Partner Organisation is an institution (either in the UK or overseas) that has students who are studying for a qualification awarded by the Institution.
“Permitted Use”	means use in accordance with Clause 3 subject to the restrictions in Clause 4.
“Personal Data”	means personal data as defined in the Data Protection Laws.
“Prohibited Act”	means, directly or indirectly (a) to offer, promise or give any person working for or engaged by any party to the Licence a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Licence; (c) committing any offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning

fraudulent acts; (iii) defrauding, attempting to defraud or conspiring to defraud; (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

“Secure Authentication”	means access by UK Access Management Federation compliant technology, Internet Protocol (“IP”) ranges or by username and password provided by the Institution or by other authentication means reasonably agreed between Clarivate and the Institution.
“Secure Network”	means a network or virtual network which or the relevant functionality of which is only accessible to Authorised Users by Secure Authentication.
“Service Levels”	means the additional service levels, if any, to which the Access Services are to be provided, as set out in Licence Schedule 33.
“Service Level Requirements”	means the requirements relating to the Service Levels, if any, as set out in Licence Schedule 33.
“Start Date”	means the start date as specified in the Order.
“Subscription Order and Acceptance Form”	means the form used for Orders placed on the Jisc Collections Online Ordering Service. A sample copy of the form is attached hereto in Licence Annex 2 to this Licence and may be modified as necessary. Once the completed form has been submitted by the Institution, the Jisc Ordering Platform automatically generates the Order Confirmation Emails.
“Subscription Period”	means the period from the Start Date until the expiry date stated in an Order.
“Subscription Year”	means the period from the Start Date until the expiry of the first Calendar Year, and each subsequent Calendar Year thereafter during the Subscription Period.
“Term”	means the term of this Licence in accordance with Clause 90.
“Walk-In Users”	means individuals, who are not otherwise Authorised Users, who are allowed by the Institution to access its information services from computer terminals or by other means (including wirelessly), from within the physical premises of the Institution only, never off-site.
“Working Day”	means a day other than a Saturday, Sunday or public holiday in England when banks in London are not open for business.

- 1.2 Clause, Schedule and Annex headings shall not affect the interpretation of this Licence.
- 1.3 The Schedules and Annexes form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Licence Schedules and Licence Annexes.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to writing or written includes email and any written submission made on the Jisc Ordering Platform.
- 1.7 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words term preceding those terms.
- 1.8 References to web addresses in this Licence refer to the current web address, and any updated or replacement content/address.

LICENCE GRANT

- 2.1 Clarivate hereby grants to the Institution a non-exclusive, non-transferable right and licence for the Subscription Period:
- (i) to access and make Permitted Use of the Licensed Product; and
 - (ii) to permit Authorised Users to access and make Permitted Use of the Licensed Product.

PERMITTED USES

- 3.1 The Institution shall be entitled, **for Educational Purposes only:**
- 3.1.1 to communicate, perform, display, download and print parts of, or extracts from the Licensed Product for non-Commercial Use and Educational Purposes;
 - 3.1.2 to provide Authorised Users with access to the Licensed Product for Educational Purposes via a Secure Network for the purposes set out in Clause 3.2;

- 3.1.3 to display, download and print the whole of, or parts of, or extracts from, Licensed Product for the purpose of promoting or testing, and training in the use of the Licensed Product;
- 3.1.4 to convert or adapt Licensed Product into Braille or other formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to provide access to such converted or adapted form for the purposes of this Clause 3;
- 3.1.5 to provide single printed or electronic copies of individual documents or other parts of Licensed Product to individual Authorised Users, at their request, for Educational Purposes;
- 3.1.6 to make and distribute copies of training, teaching or course material reproducing parts of Licensed Product, as may be required by the Institution for the purpose of using the Licensed Product in accordance with Clause 3.2.

3.2 The Institution shall be entitled to permit Authorised Users, **for Educational Purposes only:**

- 3.2.1 to access the Licensed Product by Secure Authentication in order to search, retrieve, display and view the Licensed Product;
- 3.2.2 to copy and paste, download, print and save electronic or print copies of parts of or extracts from Licensed Product, for individual use or for use in tutorials or study groups;
- 3.2.3 to copy and paste, download, print, save, convert or adapt copies or parts of or extracts from Licensed Product for the purposes of criticism, review, caricature, parody or pastiche. Authorised Users must specify the source, owner and creator, and Clarivate and any applicable copyright or database right notice of Clarivate of the Licensed Product used in such ways unless this would not be possible for reasons of practicality or otherwise;
- 3.2.4 to mark-up or comment (electronically or otherwise) parts of Licensed Product (including by tagging, highlighting paragraphs and sentences, bookmarking, inserting hyperlinks, exporting references, and writing personal commentary, and saving the same);
- 3.2.5 to convert or adapt Licensed Product into formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical

abilities and to make copies of such converted or adapted Licensed Product for use in accordance with this Clause 3.2;

3.2.6 to incorporate parts of or extracts from the Licensed Product in printed or electronic form in assignments, portfolios, theses, dissertations and other submissions ("**Academic Works**"), and to make reproductions of the Academic Works for personal use, library deposit and/or to provide to sponsors of the Academic Works. Authorised Users must specify the source, owner and creator, and Clarivate and any applicable copyright or database right notice of Clarivate of the Licensed Product used in the Academic Works;

3.2.7 to incorporate parts of or extracts from the Licensed Product in electronic or printed course packs or management systems to be used in the course of instruction and/or virtual learning and/or research environments hosted on a Secure Network. Authorised Users must specify the source, owner and creator, and Clarivate and any applicable copyright or database right notice of Clarivate of the Licensed Product used in the course packs;

3.2.8 to display publicly, communicate to the public or perform in public parts of the Licensed Product as part of a presentation at a seminar, conference, or workshop, or other similar event. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each Clarivate of the Licensed Product used in such ways;

3.2.9 to access the Licensed Product in whole or in part for the Authorised User's personal Educational Purposes on personal computing devices including tablets, e-book readers and laptops, and stand-alone computers, in accordance with the provisions set out in this Licence. Clarivate makes no warranty as to the suitability of any Licensed Product for use on such devices; and

3.2.10 to provide access to, communicate to, and share material resulting from any use under this Clause 3.2 with other Authorised Users for their use in accordance with this Licence.

3.3 The provisions of this Licence are without limitation to the rights of the Institution or Authorised Users to do any act permitted under the Copyright, Design and Patents Act 1988, including Part I, Chapter III (*Acts Permitted in relation to Copyright Works*), or The Copyright and Rights in Databases Regulations 1997, or permitted under any CC-BY or other open access licence applicable to the Licensed Product or otherwise which, apart from the rights granted under this Licence, would not infringe the intellectual property rights in the Licensed Product and, notwithstanding any provision of this Licence, the Institution and Authorised Users shall remain entitled to do any such acts.

- 3.4 Unless expressly set out in this Clause 3, or in relation to specific Licensed Product or specific Permitted Uses in the Offer, there shall be no limit on the number of Authorised Users to which this Licence (including Clause 3.1 and Clause 3.2) applies.

4 RESTRICTIONS

- 4.1 Except where this Licence provides otherwise, the Institution shall not, and shall not grant an Authorised User the right to:

- 4.1.1 sell, resell, or sub-license the Licensed Product, in whole or in part, unless Clarivate has given permission in writing to do so;
- 4.1.2 remove, obscure or alter copyright notices, acknowledgements or other means of identification, or disclaimers;
- 4.1.3 alter or adapt the Licensed Product, except to the extent necessary to make it perceptible on a computer screen;
- 4.1.4 display or distribute any part of the Licensed Product on any electronic network, including the internet, other than on a Secure Network;
- 4.1.5 make any Commercial Use of the Licensed Product (in whole or in part);
- 4.1.6 use the Licensed Product (in whole or in part) other than for Educational Purposes;
- 4.1.7 provide access to and/or permit use of the Licensed Product by anyone, or transmit any part of the Licensed Product by any means to anyone, other than an Authorised User.

- 4.2 The restrictions in this Clause 4 are subject to Clause 3.3 (*Acts permitted by legislation or other rights in relation to copyright works*).

5 RESPONSIBILITIES OF CLARIVATE

- 5.1 Clarivate shall during the Subscription Period make the Licensed Product available through Clarivate Platform to the Institution and Authorised Users for access, download and Permitted Use.

- 5.2 During the Subscription Period Clarivate shall at all times:

- 5.2.1 allocate and use sufficient resources (including servers and communications and network equipment) to provide the Access Services in accordance with the terms of this Licence; and

- 5.2.2 subject to routine maintenance (which Clarivate shall use reasonable endeavours to conduct outside Access Support Hours and which Clarivate shall in any event conduct in such a manner to minimise disruption of the Access Services), provide the Access Services on a continuous and uninterrupted basis and shall, on any interruption or suspension of the Access Services occurring, restore the Access Services as soon as reasonably practicable.
- 5.3 At all times during the Subscription Period, Clarivate shall ensure that the Access Services meet the Service Levels, and that they comply with the Service Level Requirements.
- 5.4 During the Subscription Period, Clarivate, in respect of the Licensed Product made available under Clause 5.1:
- 5.4.1 shall not, without the agreement of the Institution, such agreement not to be unreasonably withheld, implement any digital rights management technologies or access management technologies which have a Product adverse impact on the performance or usability of the Licensed Product in accordance with this Licence or on the exercise by the Institution of its rights under this Licence, for example by repeatedly requiring an Authorised User to provide active confirmation in relation to their use of or access to the Licensed Product, which impair the usability of DOIs or other links, or which require the downloading of software onto any platform used for accessing or using the Licensed Product;
- 5.4.2 use all reasonable endeavours to provide support services to the Institution and Authorised Users by email or over the phone during Clarivate standard support hours. This includes answering email queries about the use, functionality and content of the Licensed Product.
- 5.4.3 shall provide to the Institution electronic product documentation relating to the Licensed Product which is reasonably sufficient to enable Authorised Users to access and make use of the Licensed Product, which the Institution shall be entitled to copy and distribute, provided such documents are copied in full and such copies include an acknowledgement of Clarivate as the licensor of the Licensed Product; and
- 5.4.4 upon reasonable request shall provide the Institution with a report detailing its performance in respect of the Service Levels.

6 RESPONSIBILITIES OF CLARIVATE: AUTHORISED USERS

- 6.1 Clarivate shall not require Authorised Users to enter into an end user licence agreement or other terms and conditions of use in connection with their access to or use of the Licensed Product under this Licence or otherwise impose any restrictions on an Authorised User's use

of the Licensed Product other than provided in this Licence. No such end user licence agreement or terms or conditions or restrictions sought to be imposed shall be of any effect; provided that, where the licence Clarivate has in relation to specific Licensed Product has more restricted rights than Permitted Use, it shall make that clear in the Offer for the Licensed Product and notify the Authorised User on access to the Licensed Product.

- 6.2 Clarivate shall not, and shall not seek to, collect Personal Data in relation to any Authorised User other than as is reasonably and properly required for the administration of this Licence, and shall fully comply with its obligations under the applicable Data Protection Laws in relation to the collection, use and retention, and any other processing of any such Personal Data.

7 RESPONSIBILITIES OF INSTITUTION

- 7.1 The Institution shall:

7.1.1 provide passwords and other confidential Authentication Information only to Authorised Users and take reasonable steps to prevent Authorised Users from providing such Authentication Information to anyone else;

7.1.2 provide to Clarivate lists of valid IP addresses for the purpose of managing access to the Licensed Product and update those lists regularly as agreed by the parties from time to time;

7.1.3 use reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Product;

7.1.4 inform the Authorised Users about the conditions of use of the Licensed Product provided for in this Licence and to the extent that such terms apply to them, use reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence; and

7.1.5 configure the computer system through which the Licensed Product used by the Institution and Authorised Users, and put in place procedures, in accordance with reasonably appropriate accepted standards, for the purpose of preventing access to the Licensed Product by any person other than an Authorised User.

- 7.2 The Institution shall use reasonable efforts to monitor compliance with the terms of this Licence and shall promptly notify Clarivate, providing full particulars (to the extent that it is not prohibited by law or confidential obligation from doing so), on becoming aware of any of the following:

7.2.1 any unauthorised access to or use of the Licensed Product or unauthorised use of Authentication Information; or

7.2.2 any act by an Authorised User which gives rise to a breach of this Licence.

7.3 As soon as the Institution is aware of any breach of the terms of this Licence, the Institution shall:

7.3.1 take reasonable steps to investigate such breach for the purpose of ensuring that the relevant activity ceases and preventing any recurrence; and

7.3.2 if the Institution considers this appropriate, take steps against the individual concerned in accordance with the Institution's disciplinary procedure

but the Institution shall not have any other liability for any breach relating to the security of the Secure Network or use by Authorised Users of any Licensed Product.

8 FEES AND PAYMENT

8.1 The Institution shall pay to Clarivate the Licence Fee and, where applicable, the AAU Fee in the amounts set out in, or calculated in accordance with, the AAU Fee Quotation and Licence Schedule 1.

8.2 Upon receipt of the Order Confirmation and on each other date (if any) set out in the Order Confirmation, Clarivate shall issue an invoice to the Institution for the relevant Licence Fee(s) or applicable part of the Licence Fee(s).

8.3 Upon receipt of the Order for Additional Authorised Users in respect of a Partner Organisation, Clarivate shall issue an invoice for the AAU Fee for the amount calculated in accordance with **Error! Reference source not found.** or otherwise agreed with the Institution.

8.4 The Institution shall pay the Licence Fee and any AAU Fee within 45 days on receipt by the Institution of Clarivate's invoice.

8.5 All sums specified under this Licence, unless otherwise stated, are exclusive of VAT and any other similar or equivalent taxes or duties, where applicable, and any applicable VAT will be payable in addition.

9 TERM AND TERMINATION

9.1 Subject to Clauses 9.2 to 9.55, this Licence shall commence upon the Start Date of the Order, and shall continue, unless terminated earlier in accordance with this Clause 10, until the expiry of the Subscription Period.

9.2 The Institution shall have the right to terminate this Licence during the Subscription Period, by giving not less than 60 (sixty) days' written notice to Clarivate, such notice to expire on at the end of the relevant Subscription Year.

- 9.3 Without affecting any other right or remedy available to it, either party may terminate this Licence with immediate effect by giving written notice to the other party if:
- 9.3.1 the other party becomes insolvent, admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvency petition in bankruptcy or an order to that effect;
 - 9.3.2 the other party commits a Product or persistent breach of any term of this Licence which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of sixty (60) days after being notified in writing to do so.
- 9.4 Without affecting any other right or remedy available to it, the Institution may terminate this Licence with immediate effect by giving written notice to Clarivate if Clarivate:
- 9.4.1 has committed a breach of Clause 5 and fails remedy that breach within a period of sixty (60) days after being notified in writing to do so; or
 - 9.4.2 is no longer entitled to make the Licensed Product available for access and Permitted Use by the Institution and Authorised Users.
- 9.5 Without affecting any other right or remedy available to it, Clarivate may terminate this Licence with immediate effect by giving written notice to the Institution if the Institution:
- 9.5.1 fails to pay any undisputed amount due under this Licence on the due date for payment and remains in default for not less than sixty (60) days after being notified in writing to make such payment;
 - 9.5.2 wilfully and repeatedly infringes, or wilfully permits Authorised Users repeatedly to infringe, the copyright in the Licensed Product; or
 - 9.5.3 has committed a breach of Clause 4 (*Restrictions*) or Clause 7.1 (*Responsibility of Institution*) and fails remedy that breach within a period of sixty (60) days after being notified in writing to do so.
- 9.6 For the avoidance of doubt the Institution shall not be deemed to be in breach of this Licence on the grounds that an act of an Authorised User, if carried out by the Institution, would have been a breach of this Licence, without prejudice to any express obligations applicable to the Institution under this Licence.

10 CONSEQUENCES OF TERMINATION

10.1 On expiry or termination of this Licence for any reason and subject to any express provisions set out elsewhere in this Licence

10.1.1 all rights and licences granted pursuant to this Licence shall cease and the Institution shall cease to access and use, and permit access to and use of, the Licensed Product; and

10.1.2 Clarivate shall cease to make available Licensed Product for access and use by the Institution and Authorised Users

provided that copies of parts of the Licensed Product made by the Institution or Authorised Users in accordance with this Licence may be retained, subject to the terms of Clauses 3 and 4 to the extent that these are applicable.

10.2 On any termination by the Institution under Clause 9.3 or Clause 9.4 Clarivate shall reimburse such part of the Licence Fee and AAU Fee which has been paid by the Institution and is in respect of any remaining part of the Subscription Period.

10.3 Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence (including Clauses 2.1, 4, 6.2, 7 and 9 to 20) shall continue in force.

10.4 Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Licence which existed at or before the date of termination or expiry.

11 ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

11.1 Subject to Clause **Error! Reference source not found.**, the Institution acknowledges that all copyright in the Licensed Product are the exclusive property of Clarivate or its licensors and that this Licence does not assign or transfer to the Institution any right, title or interest in such copyright except for the right to access and use the Licensed Product in accordance with the terms and conditions of this Licence.

11.2 Institutions may not distribute, sublicense or publicise any portion of custom dataset or derivative databases. Ownership of the custom dataset and all derivative databases are exclusive property of Clarivate and all rights are reserved.

12 REPRESENTATION, WARRANTIES AND INDEMNITIES

12.1 Clarivate warrants to the Institution that:

- 12.1.1 all intellectual property rights in the Licensed Product are owned by or validly licensed to Clarivate and that the Permitted Use of the Licensed Product will not infringe any intellectual property of any person; and
 - 12.1.2 the content of the Licensed Product is not unlawful.
- 12.2 In relation to any claim made or action brought by any third party that the access and Permitted Use by the Institution or by any Authorised User in accordance with this Sub-Licence infringes the intellectual property rights of that third party, the Institution shall:
- 12.2.1 promptly give Clarivate and Jisc Collections written notice;
 - 12.2.2 give Clarivate immediate and complete control of the defence and settlement of such claim provided that Clarivate gives the Institution reasonable security in respect of any liability the Institution may have in respect of such claim or action and any indemnity to which the Institution may be entitled; and
 - 12.2.3 give Clarivate (and, so far as relevant, Jisc Collections) all reasonable assistance with the defence and settlement of such claim.
- 12.3 While Clarivate has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Product Clarivate makes no representation and gives no warranty, express or implied, with regard to the information contained in or in any part of the Licensed Product including the fitness of such information or part for any purposes whatsoever and, subject to Clause 13.2 Clarivate accepts no liability for loss suffered or incurred by the Institution or Authorised Users as a result of their reliance on the Licensed Product.
- 12.4 In relation to any claim or action referred to in Clause **Error! Reference source not found.**, or any other claim by a third party of which the Institution becomes aware, that the access to or use of any part of the Licensed Product infringes any copyright, Clarivate may at its option and expense, and on written notice to the Institution remove such part from the Licensed Product or obtain for the Institution the right to continue accessing and using such Licensed Product in accordance with this Licence.
- 12.5 Nothing in this Licence shall make the Institution liable for any act by any Authorised User which gives rise to a breach of the terms of this Licence, provided that the Institution did not cause or knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 12.6 Except as provided for in Clause 12.1 neither the Institution nor any Authorised User nor Clarivate will be liable to the other in contract or negligence or otherwise for:
- 12.6.1 any special, indirect, incidental, punitive or consequential damages; or

12.6.2 loss of direct or indirect profits, business, contracts, revenue or anticipated savings;
or

12.6.3 for any increased costs or expenses.

12.7 No party excludes or limits its liability under this Licence for:

12.7.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents in the course of their engagement; or

12.7.2 its own fraud or that of its employees or agents in the course of their engagement.

13 LIMITED LIABILITY

13.1 Except in case of gross negligence or wilful misconduct, or in case of infringement of intellectual property rights, Clarivate shall not be liable towards the Institution for any damages that exceed 150% of the Licence Fees paid under this Licence.

14 FORCE MAJEURE

14.1 Neither party shall have any liability under or be deemed to be in breach of this Licence for any failure to perform any term or condition of this Licence which result from circumstances beyond the reasonable control of such party, including war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures or damage to or destruction of any network facilities not arising from an act or omission of such party or its employees or contractors ("Force Majeure Event").

14.2 Each party shall promptly notify the other party in writing of any Force Majeure Event which is causing delay or failure in performance of such party's obligations under this Licence, or will or is likely to do so, including the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Licence, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

14.3 Provided it has complied with Clause 14.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Licence by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Licence or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

14.4 If a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 (sixty) days, the party not affected by the Force Majeure Event may terminate this Licence by giving 14 days' written notice to the Affected Party.

15 ASSIGNMENT

- 15.1 Subject to Clause **Error! Reference source not found.**, this Licence is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Licence, without the prior written consent of the other party, such consent shall not be unreasonably withheld or delayed.
- 15.2 If Clarivate is subject to any merger or acquisition, or if Clarivate or any licensor or other owner of any rights in any Licensed Product relevant to the licences or rights granted under this Licence transfers or grants any rights inconsistent with the Institution's rights under this Licence, this Licence shall continue in effect, and Clarivate shall procure that any such transfer or grant of rights is subject to the Institution's rights under this Licence or that the Institution is compensated in such amount as may be fair and reasonable in the circumstances in respect of the loss of any such rights which cannot be preserved for the Institution.
- 15.3 In any assignment to which the other party has given consent under Clause 15.1, the assigning party shall procure and ensure that the assignee shall assume all rights and obligations of the assigning party under this Licence and agrees to be bound to all the terms of this Licence.

16 GOVERNING LAW AND JURISDICTION

- 16.1 This Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.
- 16.2 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 courts of England.

17 DISPUTE RESOLUTION

- 17.1 If any dispute arises out of or in connection with this Licence or the performance, validity or enforceability of it ("Dispute"), the parties shall attempt to settle it by negotiation. To this end they shall use their respective reasonable endeavours to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both parties. Negotiations shall be conducted between the Managing Director (or equivalent position) of Clarivate, or its nominated representative, and the current Vice Chancellor (or equivalent post) of the Institution, or their nominated representative.
- 17.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Clause 17.1, the dispute may by agreement between the parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the parties. All negotiations

connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.

- 17.3 Where the parties agree that a Dispute would best be resolved by the decision of an independent expert, they will use reasonable efforts to agree upon the nature of the expert required, on the appointment of the expert and, with the expert, the terms of his appointment
- 17.4 Any person to whom a reference is made under Clause 17.3 shall act as expert and not as an arbitrator and his decision (which shall be given by the expert in writing and shall state the reasons for the decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 17.5 Each party shall provide such expert with such information and documentation as the expert may reasonably require for the purposes of forming his or her decision.
- 17.6 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.
- 17.7 Subject to Clause 17.1, except where urgent interim measures are sought, and 17.4, nothing in this Clause 177 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 16.

18 NOTICES

- 18.1 Any notice given to a party under or in connection with this Licence shall be in writing and shall be delivered by hand or email, or by pre-paid first-class post or other next Working Day delivery service at its address set out below:

18.1.1 if to Clarivate: Jan Reichelt
Managing Director Web of Science
Clarivate Analytics
Friars House
Blackfriars Road
London SE1 8EZ

with a copy to: General Counsel
Clarivate Analytics
Friars House
Blackfriars Road
London SE1 8EZ

- 18.1.2 if to the Institution: as stated in the Subscription Order and Acceptance Form

- 18.2 Any notice or communication shall be deemed to have been received:
- 18.2.1 if delivered by hand, on signature of a delivery receipt; or
 - 18.2.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or
 - 18.2.3 if sent by email, on delivery of the email (as evidenced by a delivery receipt) if delivered during working hours on a Working Day, and otherwise on the first Working Day following delivery; or
 - 18.2.4 if sent via the Jisc Ordering Platform (if any), on delivery of the Confirmation Notice.
- 18.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19 PREVENTION OF FRAUD AND CORRUPTION

- 19.1 Each party represents and warrants that neither it, nor to the best of its knowledge any of its employees, agents or contractors have at any time prior to the Start Date:
- 19.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 19.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 19.2 Neither party during the term of this Licence shall offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing any act in relation to the obtaining or execution of this Licence or for showing or refraining from showing favour or disfavour to any person in relation to this Licence.
- 19.3 Each party shall take all reasonable steps in accordance with good industry practice to prevent fraud by its employees, and the party (including its shareholders, members and directors), in connection with this Licence and shall notify the other party in writing immediately if it has reason to suspect that any fraud is occurring or is likely to occur.
- 19.4 If a party or its staff engages in conduct prohibited by Clause 19.1.1 or commits fraud in relation to this Licence, the other shall be entitled to:

19.4.1 terminate this Licence and recover from the first party the amount of any loss suffered resulting from the termination, including the cost reasonably incurred by making other arrangements for the provision of access to the Licensed Product and any additional expenditure incurred by the other party throughout the remainder of this Licence; and

19.4.2 recover in full from the first party any other loss sustained in consequence of any breach of this clause.

20 THIRD PARTY RIGHTS

20.1 Except as expressly provided elsewhere in this Licence, a person who is not a party to this Licence is not intended to have any rights to, and shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

20.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Licence are not subject to the consent of any other person, and a person who is not a party to this Licence shall not be entitled to require its consent to any amendment.

21 GENERAL

21.1 This Licence its Schedules and Annexes constitute the entire agreement between the parties and supersede all prior communications, promises, assurances, warranties, representations and understandings and agreements (whether written or oral) relating to its subject matter, but without prejudice to any continuing rights and obligations arising under any prior formal licence agreements between the Institution and Clarivate.

21.2 This Licence may not be amended or modified except by agreement of both parties in writing.

21.3 Nothing in this Licence shall be construed to create any relationship of partnership, agency or employment between any of the parties.

21.4 If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Licence.

21.5 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.

LICENCE SCHEDULE 1

LICENCE FEE

EndNote X9 Subscription pricing :

Jisc Band	2019 (Full year pricing, amount will be pro-rated to Dec 2019)	2020
HE A	£14,899	£15,308
HE B	£14,409	£14,805
HE C	£14,101	£14,489
HE D	£11,650	£11,970
HE E	£8,278	£8,505
HE F	£7,664	£7,875
HE G	£5,029	£5,167
HE H	£4,599	£4,726
HE I	£2,453	£2,520
HE J	£2,145	£2,204
FE	£1,226	£1,260

Remote Access Extension, Optional fee :

Jisc Band	2019 (Full year pricing, amount will be pro-rated to Dec 2019)	2020
HE A	£3,067	£3,151
HE B	£2,453	£2,520
HE C	£1,838	£1,889
HE D	£1,226	£1,260
HE E	£919	£944
HE F	£919	£944
HE G	£797	£819
HE H	£797	£819
HE I	£306	£315
HE J	£306	£315
FE	£306	£315

All pricing is shown exclusive of VAT.

In the event that the Institution completes the Subscription Order Confirmation and Acceptance Form during a given year, the Institution shall pay Clarivate that part of the applicable Licence Fee which represents the period covering the date as set out in the Subscription Order and Acceptance Form up to the date where the next 12 months subscription period starts. Thereafter the Institution will pay to Clarivate the full applicable Licence Fee(s) for subsequent years as and where applicable.

LICENCE SCHEDULE 2

LICENSED PRODUCT

The Licensed Product consists of the following:

- EndNote X9, with optional remote access extension.

LICENCE SCHEDULE 3
SERVICE LEVELS and SERVICE LEVEL REQUIREMENTS

- 1 For the Clarivate Platform to be considered available the following functionality should be available on the platform:

<u>Service Component</u>	<u>Functionality Required</u>
Desktop Product	Ability to access from computer

- 2 Clarivate reserves the right to restrict access to the Licensed Product and its networks in order to maintain the stability and security of both.

LICENCE ANNEX 1 – OFFER

This Offer is identical to the offer included in **Error! Reference source not found.** of the EndNote Agreement between Clarivate and Jisc Collections dated 13th March 2019.

2019-20 Jisc Collections EndNote Agreement	Target group

Publisher: Full legal name and registered address	Clarivate Analytics (UK) Ltd. Friars House, 160 Blackfriars Road, London SE1 8EZ
Product Name:	EndNote
Agreement Name:	EndNote 2019 to 2020 Agreement
Product Description:	Reference management software for researchers

Access:	Software download to desktop
Product Information URL:	www.Endnote.com

1. Commercial Information
<p>Term: 2 years</p> <p>Start and End date: 01 April 2019 to 31 December 2020</p> <p>Year 1: 01 April 2019 to 31 December 2019 (pro-rated) Year 2: 01 January 2020 to 31 December 2020</p> <p>Eligible Institutions/group: Higher Education, Affiliates, Research Councils and FE Colleges</p> <p>Licence Fees (GBP):</p> <p>EndNote X9 is the new version of EndNote.</p> <p>With the new academic site licence offered to subscribers institutions will be able to not only network the software across campus, but also allow students and academics to install the X9 software on their own devices (new feature) at no additional cost.</p> <p>2019 is the first agreement year for EndNote via Jisc Collections. Pricing will be brought in-line with the calendar year term for 2019. Many renewing institutions will gradually join the Jisc agreement throughout 2019 due to varied agreement end dates and will be pro-rated for the remaining months to December 2019. With one full subscription year</p>

for 2020. We will then review the pricing structure from 2021.

Current subscribers: 2019 pricing (as the current agreement term expires) + 2.75% for 2019, with a further 2.75% increase for 2020.

New subscribers (please note we will be using the old bands as a temporary measure and will review the pricing structure from 2021):

EndNote X9 Subscription pricing (table 1):

	EndNote Site Licence Fee	
Jisc Band	2019 (Full year pricing, amount will be pro-rated to Dec 2019)	2020
	Amount (GBP)	Amount (GBP)
HE A	14899	15308
HE B	14409	14805
HE C	14101	14489
HE D	11650	11970
HE E	8278	8505
HE F	7664	7875
HE G	5029	5167
HE H	4599	4726
HE I	2453	2520
HE J	2145	2204
FE	1226	1260

Remote Access Extension, Optional fee (table 2):

	Remote Access Extension Fees (optional remote solution, no desktop / tablet download required)	
Jisc Band	2019 (Full year pricing, amount will be pro-rated to Dec 2019)	2020
	Amount (GBP)	Amount (GBP)
HE A	3067	3151
HE B	2453	2520
HE C	1838	1889
HE D	1226	1260
HE E	919	944
HE F	919	944

HE G	797	819
HE H	797	819
HE I	306	315
HE J	306	315
FE	306	315

All pricing excludes VAT.

Please contact the publisher with any pricing queries or for a quotation.

Fee cap/increase per annum: 2.75% over 2018 fees for 2019, 2.75% for 2020.

Currency: Sterling

Invoicing: The publisher will invoice for this agreement term.

Pro-rating of Fees: 2019 Fees will be pro-rated to December 2019 to bring subscribers inline to a single subscription term. New joiners joining mid-term will be offered pro-rating.

2. Product/Licensed Material on offer

Product consists of:

Product: EndNote (Version X9 or higher if upgraded mid-agreement, downloadable software licence), with optional Remote Access Extension.

Once a site license has been licensed, the institutions site administrator will be emailed a product key unique to the subscribing institution, with a software download url for Mac, PC or Windows Tablet

The optional Remote Access Extension (at an additional fee, see table 2) is available for EndNote Licensees that want to provide the software as a hosted server solution to authorised users wishing to use the software on their own personal machines, from any location, without actually installing the software.

Upon termination, use of the software must cease at the end of the licensed period and all copies of the software must be uninstalled from all devices, including staff and student owned equipment.

3. Business model

Licence duration periods

Licencee / Subscription Period: 01 April 2019 to 31 December 2020

Access / Software location

Software download to Mac, PC, Windows Tablet using a software key.
And if selected via the optional Remote Access Extension, using a hosted server (via the subscribing institution)

Licence Fees:

Jisc Band: Fixed increase over current pricing.

Dark Archive: The software can be made available on a hard drive upon request should the server not be available for an extended period of time.

Payment process:

Contract + Licence – From the Institution to the Publisher directly

The publisher will invoice institutions directly.

Acceptance of the Licence/Sub-Licence:


Via Jisc Online Ordering System

4. Licence Information:

Additional Authorised Users

Amendments to the Partner Fee Schedule: By quotation.

LICENCE ANNEX 2 – SUBSCRIPTION ORDER AND ACCEPTANCE FORM (EXAMPLE)



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i * Please also note that for some agreements, the Invoices / Request for Payments will be VAT exempt, if your institution is a member of the Jisc VAT Cost Sharing Group or if your institution is not liable to pay UK VAT, in which case you will be charged zero VAT. Please contact our [Helpdesk](#) if you have any further queries.

Basket contents

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Items requiring publisher, subscription agent, or Helpdesk administration

Item	Type	Licence Acceptance Status	Starts	Expires	Agent	Journals Single Payment
Journal agreement - order via publisher only	Journals	Final licence			Publisher name	N/A
Option you selected:			Addition(s) you selected:			

Designated Site Representatives

- Select up to three designated site representatives that you would like to associate with this order:
- Rep One
 - Rep Two
 - Rep Three
 - Rep Four
 - Rep Five
 - Rep Six
 - Rep Seven

Jisc Collections journals order and licence acceptance

I am authorised by my Institution to make this order. By clicking on the 'I Confirm and Place Order' button I (on behalf of my Institution) acknowledge that I have read and understood the Licence(s) listed below and agree to be bound by the terms and conditions of such Licences. I agree that my Institution will pay the subscription fee(s) due from the invoice(s) generated from this order no later than thirty (30) days after being issued by Jisc Collections or the publisher of the resource.

By clicking on the 'I Confirm and Place Order' button I (on behalf of my Institution) acknowledge that I have checked the Licensed Material in the Schedule of each licence(s) listed below and agree that this is correct at the time of accepting the licence(s).

The following licence(s) is/are available for acceptance:

[Journal_Licence.doc](#)

It should be NOTED that by clicking on the 'I Confirm and Place Order' button, your Institution is legally bound to pay for each Licence listed above the full total relevant fee to their Institution (if and when demanded) from the start date until the expiry date of such Licences as set out in this Form."

[I Confirm and Place Order](#)