

**ROYAL SOCIETY OF MEDICINE PRESS LTD. SUBSCRIPTION LICENCE AGREEMENT**

**THIS LICENCE IS AGREED** the 11, Jun 2012

**BETWEEN**

The Royal Society of Medicine Press Ltd., whose registered office is at 1 Wimpole Street, London W1G 0AE, ("the Publisher")

**AND**

The University of California, San Diego, whose registered office is at 9500 Gilman Dr, La Jolla, CA 92093, ("the Licensee")

**WHEREAS** the Publisher holds the rights granted under this licence;

**AND WHEREAS** the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the licence to use the rights for the Fee, subject to the terms and conditions of this licence.

**IT IS AGREED AS FOLLOWS:-**

**1. KEY DEFINITIONS**

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

**Authorised Site** The Licensee's site(s) composed of (a) single or multiple institutions, or (b) single or multiple geographical locations, listed in schedule 1. The Licensee may replace institutions or geographical locations on written notice to the Publisher, which shall be attached to the said Schedule 1 and made a part thereof. A site is defined as one campus. Within a site the terminals are connected by a centrally administered local area network or similar means. The signatory confirms that access to the Licensed Materials is strictly limited to the sites and IP addresses as specified in the attached schedule.

In the event that the Licensee wishes to add institutions or geographical location, or acquires or merges with another entity, it shall serve written notice to the Publisher of such additions; it is understood and agreed that such additions may be made subject to the Publisher's approval and may require an increase in the fee.

**Authorised Users** Current members of the faculty and other staff of the Licensee (whether on permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee's institution, who are permitted to access the Secure Network from within an Authorised Site or from such other places where Authorised Users'

work or study (including but not limited to Authorised User's offices and homes, halls of residence and student dormitories) and who have been issued by the Licensee with a password or other authentication together with other persons who are permitted to use the Licensee's library or information service and access the Secure Network but only from computer terminals with in the physical premises of a library at the Authorised Site.

<b>Back Volumes</b>	Such volumes, issues or editions to the Licensed Material that have been published prior to or outside of the Subscription Period.
<b>Commercial Use</b>	Use for the purposes of monetary reward (whether by or for the Licensee or an Authorised User) by means of sale, loan, transfer, hire or other form of exploitation of the Licensed Materials. Neither recovery of direct costs from the Licensee or by the Authorised User of the Licenced Material in the course of research funded by a commercial organisation is deemed to be commercial use.
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<b>Electronic Reserve</b>	Electronic copies of material (e.g. book chapters, journal articles) made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Licensee to its students.
<b>Fee</b>	The fee payable by the Licensee to the Publisher in consideration for which rights set out in this licence are granted to the Licensee, and set out in Schedule 2 or in new Schedules that may be agreed by the parties from time to time.
<b>Learning Object</b>	A self-contained unit of learning, education or training comprising information content, e-learning activities and metadata designed to explain a stand-alone learning objective.
<b>Licensed Materials</b>	The electronic material subscribed to by the Licensee and listed in Schedule 2.
<b>Secure Network</b>	A network (whether a standalone network or a virtual network within the internet) which is only accessible to Authorised Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.

<b>Server</b>	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.
<b>Subscription Period</b>	That period nominally covered by the volumes and issues of the Licensed Material, regardless of the actual date of publication, being the period ending 31 December following the date of this licence and each twelve-month period thereafter, unless otherwise specified in Schedule 2.
<b>Text Mining</b>	A process by which information may be derived by identifying patterns and trends within natural language through text categorisation, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.
<b>Virtual Learning Environment</b>	A software system designed to manage and support teaching and learning in education, including systems variously referred to as Course Management Systems, Learning Management Systems, Learning Support Systems, Managed Learning Environments, and similar names.

## **2. AGREEMENT**

- 2.1** The Publisher agrees to grant to the Licensee the non-exclusive and non-transferable perpetual right, throughout the world, to give authorised Users access to Licensed Materials via the Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this licence and the Licensee agrees to pay the fee.
- 2.2** The licence shall commence on the date hereof and shall remain in effect until 31 December (2012) and shall continue thereafter to be in effect unless terminated by either party by six months written notice to the other.

## **3. USAGE RIGHTS**

- 3.1** The Licensee, subject to clause 6 below, may allow Authorised Users to have access to the Licensed Material from the Server via the Secure Network, provide Authorised Users with integrated access and an integrated author, article title, abstract and keyword index to the Licensed Material and all other similar material licensed from other publishers, provide single printed or electronic copies of single articles at the request of individual Authorised Users, and display, download or print the Licensed materials for the purpose of internal marketing or testing or for training Authorised Users.
- 3.2** Authorised Users may, in accordance with copyright law and subject to clause 6 below, search, view, retrieve and display the Licensed Materials, print or save electronic copies of individual articles, chapters or items of the Licensed Materials for personal use, use

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**3.3** Nothing in this licence shall in any way exclude, modify or affect any of the Licensee's statutory rights under applicable copyright law.

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#### **6. PROHIBITED USES**

**6.1** Neither the Licensee nor Authorised Users may, without the Publisher's prior express written permission (which may be subject to payment of an additional fee or subject to such conditions as the Publisher in its sole discretion may set):

- 6.1.1** remove or alter the author's names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
- 6.1.2** copy, duplicate, redistribute, re-publish or in any way use part of the Licensed Materials for Commercial Use, or prepare derivative works or download or incorporate the Licensed Materials in any other work or system other than the Secure Network;
- 6.1.3** systematically make multiple copies of any part of the Licensed Material or make print or electronic copies of the same to anyone other than Authorised Users;

- 6.1.4** reverse engineer, decompile, alter, abridge or modify the Licensed Materials or any part of the same for any purpose whatsoever except as expressly provided in this Licence, except to the extent necessary to make them perceptible on a computer screen to Authorised Users.

## **7. PUBLISHER'S UNDERTAKINGS**

- 7.1** The Publisher warrants to the Licensee that the Licensed Materials used as contemplated by this licence do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold the Licensee harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of the licence for any reason. This indemnity shall not apply if the Licensee has amended the Licensed Materials in any way not permitted to this licence.

### **7.2 The Publishers shall:**

- 7.2.1** Make the Licensed Materials available to the Licensee from the Server via Internet Protocol address validation or by Athens or Shibboleth authentication protocols, as set out in Schedule 1. The Licensee may elect to use proxy servers to access the Licensed Materials remotely through the Authorised Site(s). The Publisher will notify the Licensee at least (60) days in advance of any anticipated specification change applicable to the Licensed Materials.
- 7.2.2** Provide the Licensee, within 30 days of the date of this licence, with the information sufficient to enable the Licensee to access Licensed Material.
- 7.2.3** Use reasonable endeavours to make available the electronic copy of each journal issue in the Licensed Materials not later than the day of publication of the printed version.
- 7.2.4** Use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support the predicted usage of the Licensee at a level commensurate with the standards of availability for Web-based information services of similar scope, and to make the Licensed Material available to the Licensee and to Authorised Users at all times and on a twenty-four hour basis, save for routine maintenance (which shall be notified to the Licensee in advance whenever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption in the service.

- 7.3** Where the Licensed Materials shall not be available to the Licensee for more than (30) consecutive days, the Publisher shall refund to the Licensee a proportion of the Fee prorated to the period of such unavailability within the Subscription Period to which the Fee relates.

- 7.4** The Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an Item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall give written notice to the Licensee of such withdrawal. If the withdrawal results in the Licensed Materials being no longer useful to the Licensee, the Licensee may within thirty days of such notice treat such changes as a breach of this licence under clause 10.1.2.

- 7.5** The Publisher reserves the right to change the presentation, functionality or other user facilities of the Licensed Materials and to make changes in any software or system used to provide access to the Licensed Materials with the objective of improving the performance

thereof and improving the experience of Authorised Users in accessing and using the same, at its sole discretion.

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## **8. LICENSEE'S UNDERTAKINGS**

**8.1** The Licensee shall:

- 8.1.1** issue passwords or other access information only to Authorised Users and use all reasonable endeavours to ensure that they do not divulge their passwords or other access information to any third party;
- 8.1.2** use reasonable efforts to make Authorised Users aware of the importance of respecting the intellectual property rights in the Licensed Materials and of the terms and conditions of this unauthorised use or other breach of this licence and to monitor compliance; immediately upon becoming aware of any unauthorised use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- 8.1.3** provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Materials in accordance with its obligation hereunder, and to notify any significant changes to such information not less than ten (10) days before the change takes effect, including additions, deletions or other alterations to its records of Authorised Users and their

access details or to IP addresses as are necessary to enable the Publisher to provide Authorised Users with access to the Licensed Materials as contemplated by this licence.

**8.2** Nothing in this licence shall make the Licensee liable for breach of the terms of this licence by any Authorised User provided that the Licensee did not cause, knowingly assist or condone the continuations of such breach after becoming aware of the occurrence of an actual license breach. .

**8.3** The Licensee shall, in consideration for the rights granted under this Licence, pay the Fee within sixty (60) days of receipt of invoice and, if applicable, within sixty (60) days of receipt of invoice relating to each subsequent Subscription Period, and receipt of such payment shall be a condition of this licence coming into effect. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Licensee shall be liable for any such taxes in addition to the Fee.

## **9. INTELLECTUAL PROPERTY RIGHTS**

**9.1** The Licensee acknowledges that the patent rights, trademarks, service marks, trade names, copyright, design rights, database rights and other intellectual property rights in and to the Licensed Materials, whether registered or unregistered, are the sole and exclusive property of the Publisher or exclusively licenced to and controlled by the Publisher and nothing in this licence shall be deemed to assign or transfer to the Licensee any such right, title or interest except for the right to use the Licensed Materials in accordance with the terms and conditions of this licence.

**9.2** Each party shall use its best endeavours to safeguard the intellectual property rights and other proprietary rights of the other party.

## **10. TERM AND TERMINATION**

**10.1** In addition to automatic termination (unless renewed) under clause 2.2, this licence shall be terminated:

**10.1.1** if the Licensee wilfully defaults in making payment of the Fee as provided in this licence and fails to remedy such default within sixty (60) days of notification in writing by the Publisher;

**10.1.2** if the Publisher commits a material or persistent breach of this Licence and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Licensee;

**10.1.3** if the Licensee commits a wilful material and persistent breach of the Publisher's copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights or of clause 6 in respect of prohibited uses;

**10.1.4** if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

**10.2** On termination of this licence for cause, as specified in clauses 10.1.1 and 10.1.3 the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorised Users.

**10.3** On termination of this licence by the Licensee for cause, as specified in clause 10.1.2 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid unexpired part of the Subscription Period.

**10.4** The rights granted under clause 2 of this licence shall survive the termination of this licence in respect of the Licensed Materials subscribed to and published within the Subscription Period during the terms of this licence, and for which the Fee was paid by the Licensee during the term of this licence, except for termination for cause under clauses 10.1.1, 10.1.3 and 10.1.4, subject to the terms and conditions of this licence. Nothing in this sub-clause shall require the Publisher to continue to provide such access to such Licensed Materials from the Server after termination, provided that the Publisher shall supply to the Licensee with such Licensed Materials in an electronic medium to be mutually agreed between the parties and which may be used in accordance with the provisions of this agreement.

## **11. MISCELLANEOUS PROVISIONS**

**11.1** This licence constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this licence, whether oral or written. Any alterations to this licence or to the Schedules are valid only if they are recorded in writing and signed by both parties.

**11.2** This licence may not be assigned by either party to any other person or organisation, nor may either party sub-contract any of its obligations, except as provided in this licence in respect of the management of the Server, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

**11.3** If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its best endeavours to ensure that the terms and conditions of this licence are maintained.

**11.4** Any notices to be served on either of the parties by the other shall be sent by prepaid recorded and signed-for delivery or registered post/special delivery to the address of the addressee as set out below or to such other address as notified by either party to the other as its addresses for service of notices. All such notices shall be deemed to have been received within 14 days of posting.

If to the Licensee:

**University of California, San Diego**

[Text Deleted]

**Library**

**9500 Gilman Dr ([Text Deleted])**

**La Jolla, CA 92093-0175**

If to the Publisher:

**The Royal Society of Medicine Press Ltd**

**1 Wimpole Street**

**London W1G 0AE**

**United Kingdom**



11.5 Neither party's delay nor failure to perform any provision of this licence, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this licence.

11.6 The invalidly or un-enforceability of any provision of this licence shall not affect the continuation or enforceability of the remainder of this licence.

11.7 Either party's waiver, or failure to require performance by the other, of any provision of this Licence will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

11.8 The Publisher acknowledges that Licensee may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise Licensee's perpetual rights as outlined under clause 2 of this Agreement. The Publisher agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. Licensee may perpetually use the third-party trusted system to access or store the Licensed Materials, so long as Licensee's use is otherwise consistent with this Agreement. The Publisher further acknowledges and agrees that, in using the third-party archival system, Licensed Materials may be made available to other system participants who demonstrate a right to those Licensed Materials.

**AS WITNESS** the hands of the parties the day and year below first written

**FOR THE ROYAL SOCIETY OF MEDICINE PRESS LTD:**

Signature: [Text Deleted]

Full name: [Text Deleted] Date: 04-07-12

Position: SALES SUPPORT

**FOR THE LICENSEE:**

Signature: [Text Deleted]

Full name (in block capitals): [Text Deleted]

Date: 21 June 2012

Position/ Title: Head of Acquisitions

**SCHEDULE 1**

**AUTHORISED SITES**

A Schedule dated 6/11/2012 to the Licence dated 6/11/12 between The Royal Society of Medicine Ltd and the University of California, San Diego.

**Authorised site details - name & address:**

**Name:**

**University of California, San Diego**

**Main address:**

**University of California, San Diego**

**[Text Deleted]**

**Library**

**9500 Gilman Dr [Text Deleted]**

**La Jolla, CA 92093-0175**

**Additional site/s:**

na

**Domain name(s):**

na

**IP address:**

[Text Deleted]

**Network contact:**

Name: [Text Deleted]

Email: [Text Deleted]

**AS WITNESS** the hands of the parties the day and year below first written

**FOR THE ROYAL SOCIETY OF MEDICINE PRESS LTD:**

[Text Deleted]

Signature:

[Text Deleted]

Full name:

Date: 08-07-12

Position:

Sales Support

**FOR THE LICENSEE:**

Signature: [Text Deleted]

Full name (in block capitals):

Date: 21 June 2012

Position/ Title: [Text Deleted]

Head of Acquisitions

**SCHEDULE 2**

**LICENSED MATERIALS, SUBSCRIPTION PERIOD AND FEE**

A Schedule dated (date) to the Licence dated (date) between The Royal Society of Medicine Ltd and (Licencee).

**The Licensed Materials:**

- Online access to the following journals for the period Jan 1<sup>st</sup> to December 31<sup>st</sup> 2012:  
Annals of Clinical Biochemistry (ACB) - [Text Deleted]  
Experimental Biology and Medicine (EBM) [Text Deleted]  
International Journal of STD & AIS (IUSA) · [Text Deleted]  
Journal of the Royal Society of Medicine (JRSM) · [Text Deleted]  
Laboratory Animals (LAN) ·  
TOTAL = [Text Deleted]  
Fee includes archive access for previous 5 years (2007-2011) for subscription period.
- Experimental Biology and Medicine Online Archive (1903-2007) – one time payment  
TOTAL = [Text Deleted]

**Total =** [Text Deleted]

**Access method:**

Via IP addresses as per Schedule 1.

**AS WITNESS** the hands of the parties the day and year below first written

**FOR THE ROYAL SOCIETY OF MEDICINE PRESS LTD:**

Signature: [Text Deleted]

Full name: [Text Deleted]

Position: SALES SUPPORT Date: 17-07-12

**FOR THE LICENSEE:**

Signature: [Text Deleted]

Full name (in block capitals): TONY HARVELL  
[Text Deleted]

Date: 21 June 2012

Position/ Title: Head, Acquisitions Department, UC San Diego Library

**FIRST AMENDMENT TO  
ROYAL SOCIETY OF MEDICINE PRESS LTD. SUBSCRIPTION LICENSE AGREEMENT**

**WHEREAS**, the parties hereto have previously entered into an agreement dated 11 June 2012 (the "Agreement") and wish to amend the Agreement as set forth in this amendment ("Amendment").

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Prior Agreement as of the execution date below as set forth below and on Schedule 2.

Except as specifically amended hereby, all of the existing terms and conditions of the Agreement are hereby ratified. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement. To the extent any terms or conditions of the Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail.

This Agreement may only be modified in a writing signed by both parties.

The Licensed Products and Fees identified below are in addition to those identified in the Agreement.

**Addition to Schedule 2**

**Licensed Materials and License Period:**

Online access to the title listed below extending from January 1, 2011 to December 31, 2012

**Title:**

**Acta Radiologica**

**Subscription Fee:** [Text Deleted]

Fee includes archive access for previous 5 years (2007-2011) for subscription period.

Subscription fee may be paid through a third party subscription agent.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives, as of this 23rd day of August, 2012.

**ROYAL SOCIETY OF MEDICINE PRESS LTD.**  
(Publisher)

BY: \_\_\_\_\_  
[Text Deleted]  
Signature of Authorized Signatory  
[Text Deleted]  
Print Name: \_\_\_\_\_  
Title: Sales Support.

DATE: 10-11-2012

**UNIVERSITY OF CALIFORNIA, SAN DIEGO**  
(Licensee)

BY: \_\_\_\_\_  
[Text Deleted]  
Signature of Authorized Signatory  
[Text Deleted]  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Head, Acquisitions Dept, UC San Diego Library\_\_\_\_\_

DATE: 8/27/12