

LICENCE AGREEMENT FOR COMPENDEX EI

ELSEVIER B.V., a company whose registered office is at Radarweg 29, 1043 NX Amsterdam, the Netherlands (“Publisher”).

OFFERS to you, (the “Institution”), permission access the Licensed Material and use such material 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 the Publisher as part of Chest website (as defined in the Agreement). Acceptance shall be acceptance of all terms and conditions of this Licence and no variation or counter offer will be accepted by the Publisher. 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is made as to the manner or form described for acceptance, no licence will be granted and this offer is deemed withdrawn.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. Compendex is an engineering-focused knowledge database and data discovery tool that provides comprehensive and trustworthy content to improve research and learning outcomes and maximise the impact of your engineering research and teaching.
- B. The Engineering Index (Ei) Backfile, a comprehensive, historical view of engineering developments and innovations described in literature from 1884-1969.
- C. The Publisher has agreed with Jisc Collections (as defined below) (“the Parties”) to offer (in accordance with the Offer in Annex A of this Licence) the provision of access to Compendex and Ei Backfile in accordance with the terms and conditions as set out herein. The Parties have agreed to use the Chest website for the promotion of the Compendex and Ei Backfile to the Institutions.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

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

“Authorised User” means an individual who is authorised by the Subscribing Institution to have access to its information services via Secure Authentication and who is:

- a current student Registered (as defined below) with the Subscribing Institution (including undergraduates and postgraduates);
- a contractor of the Institution; or
- a member of staff of the Subscribing Institution (whether permanent or temporary, including retired members of staff and any teacher who teaches Authorised Users); or
- a Walk-In User.

“Registered” shall be defined as the common definition in the HESA Aggregate Offshore record (HESA AOR) as found at <https://www.hesa.ac.uk/definitions/glossary>.

“Commercial Use” means use for the purpose of earning monetary reward or generating profit (whether by or for the Subscribing Institution or an Authorised User) by means of the sale, resale, loan, transfer, licence, hire or other form of exploitation of the Licensed Material, but, for the avoidance of doubt, excluding:

- use for which the Subscribing Institution is entitled only to be reimbursed its direct costs [nor a fair proportion of overheads] by the Subscribing Institution from Authorised Users; and
- use of the Licensed Material by the Subscribing Institution or Authorised Users in the course of research funded by a commercial organisation.

“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 to Authorised Users.
“Eligible Body”	means further and higher education institutions, academic affiliates and research councils in the UK and Ireland as listed at https://subscriptionsmanager.jisc.ac.uk/about/jisc-banding from time to time.
“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 4 Portwall Lane, Bristol BS1 6NB.
“Licence Fee”	means the fee payable for access to and use of the Licensed Material as set out in this Licence.
“Licensed Material”	means the content of the products or other materials as set out in Schedule 2 of this Licence “Order” means an order placed by the Institution in relation to Licensed Titles on the Chest website.
“Order Confirmation”	means, in the case of Orders placed on the Chest website, the email to Jisc Collections automatically generated by the Chest website 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.
“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.

“Publisher Platform” means the computing platform operated by or on behalf of the Publisher, including a cloud or virtual platform, on which the Licensed Material is hosted and can be accessed.

“Secure Authentication” means access by UK Access Management Federation compliant technology, Internet Protocol (“IP”) ranges or by username and password provided by the Subscribing Institution or by other authentication means reasonably agreed between the Publisher and the Subscribing 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.
“Start Date”	means 8 December 2023.
“Subscription Period”	means the period from the Start Date until 7 December 2024 or as extended.
“Subscription Year”	means the period from 08 December to 07 December each Calendar Year during the Subscription Period.
“Term”	means the term of this Licence in accordance with Clause 14.
“Walk-In Users”	means individuals, who are not otherwise Authorised Users who are allowed by the Subscribing Institution to access its information services from computer terminals, whether by physical or wireless connection from within the physical premises of the Subscribing Institution. Walk-In Users are not allowed off-site access to the Licensed Material.
“Working Day”	means a day other than a Saturday, Sunday or public holiday in England when banks in London are not open for business.

- 1.1 Clause, Schedule and Annex headings shall not affect the interpretation of this Licence.
- 1.2 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.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to writing or written includes email and any written submission made on the Chest website.
- 1.6 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.
- 1.7 References to web addresses in this Licence refer to the current web address, and any updated or replacement content/address.

PART 1: LICENCE TERMS FOR ACCESS AND USE OF THE LICENSED

MATERIAL

2 LICENCE GRANT

2.1 The Publisher hereby grants to the Subscribing Institution, subject to and in accordance with the terms of this Licence:

a non-exclusive, non-transferable right and licence for the Subscription Period:

- (i) to access and make Permitted Use of the Licensed Material; and
- (ii) to permit Authorised Users to access and make Permitted Use of the Licensed Material;

2.2 Access to Engineering Index Backfile shall be in perpetuity upon such purchase by the Subscribing Institution and subject to payment of the Fees as specified in Licence Schedule 1 Licence Fee.

3 PERMITTED USES

3.1 This Licence permits the Subscribing Institution for Educational Purposes only to:

- 3.1.2 supply to another library in the United Kingdom and Ireland (whether by post, fax or secure electronic transmission provided the electronic file is deleted immediately after printing) a single paper copy of an electronic original of an individual document;
- 3.1.3 provide single printed or electronic copies of individual documents at the request of individual Authorised Users;
- 3.1.4 display, download and print parts of the Licensed Material for the purpose of promoting or testing the Licensed Material or for training Authorised Users;
- 3.1.5 make and distribute copies of training material as may be required for the purpose of using the Licensed Material in accordance with this Licence;
- 3.1.6 allow Authorised Users for Educational Purposes only to:
 - 3.1.6.1 access the Licensed Material by Secure Authentication in order to search, browse and view the Licensed Material;
 - 3.1.6.2 print, download and store a reasonable portion of individual items from the Licenced Material for the exclusive use of such Authorized User;
 - 3.1.6.3 incorporate parts of the Licensed Material and Metadata in printed and electronic course packs to be used in the course of instruction and/or in virtual learning environments. Authorised Users must specify the title and copyright owner of the Licensed Material used

in the course packs. Course packs in other formats, such as Braille, may also be offered to Authorised Users;

3.1.6.4 incorporate parts of the Licensed Material in printed or electronic form in assignments and portfolios, theses and in dissertations [or other course or examined work] (“the Academic Works”), and to make reproductions of the Academic Works for personal use and library deposit. Reproductions of the Academic Works can be provided to sponsors of those Academic Works. Authorised Users must specify the title and copyright owner of the Licensed Material used in the Academic Works;

3.1.6.5 publicly display or publicly perform parts of the Licensed Material 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 publisher of the Licensed Material used in such ways;

3.1.6.6 to convert or adapt Licensed Material 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.

3.2 This Licence shall be deemed to complement and extend the rights of the Subscribing Institution and Authorised Users under the Copyright, Designs and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002 as the same may be amended, supplemented or replaced from time to time, and any other laws related to permitted use of copyright works or databases (the “Acts”) and nothing in this Licence shall constitute a waiver of or diminish any statutory rights held by the Subscribing Institution and Authorised Users from time to time under these Acts or any amending legislation.

4 RESTRICTIONS

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

4.1.1 Sell, resell and sub-licence the Licensed Material unless the Publisher has given the Subscribing Institution or an Authorised User permission in writing to do so;

4.1.2 remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Licensed Material ;

4.1.3 abridge, modify, translate or create any derivative work and/or service (including

resulting from the use of artificial intelligence tools), based on the Licenced Material, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;

- 4.1.4 display or distribute any part of the Licensed Material on any electronic network (including the internet) other than providing the Licensed Material to its Authorised Users by a Secure Network;
- 4.1.5 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes; or
- 4.1.6 provide access to and/or allow use of the Licensed Material by anyone other than Authorised Users;
- 4.1.7 save as provided in this Licence, download all or parts of the Licensed Material in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Licensed Materials, in any form;
- 4.1.8 use any robots, spiders, crawlers or other automated downloading programs, tools or devices to search, scrape, extract, deep link, index and/or disrupt the working of the Licenced Material;
- 4.1.9 substantially or systematically reproduce, retain, store locally, redistribute or disseminate the Licensed Material;
- 4.1.10 post individual items from the Licensed Material on social networking sites;
- 4.1.11 use the Licenced Material in combination with an artificial intelligence tool (including to train an algorithm, test, process, analyse, generate output and/or develop any form of artificial intelligence tool) except where such artificial intelligence tool is used locally in a self-hosted environment and does not share the Licensed Material or any part thereof with a third party.

5 RESPONSIBILITIES OF THE PUBLISHER

- 5.1 During the Subscription Period the Publisher shall:
 - 5.1.1 make the Licensed Material available through the Publisher Platform to the Subscribing Institution and Authorised Users for the Permitted Use.
 - 5.1.2 use commercial best endeavours to provide the Licensed Material to the Subscribing Institution and its Authorised Users, with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience and other than a Force Majeure Event as defined in Clause 18, and to restore service as soon as possible in the event of an interruption or suspension of service. If the Publisher is unable to provide the Subscribing Institution

with access to the service, for a period exceeding five (5) consecutive days, then the Publisher will refund to the Subscribing Institution the amount of the Fees calculated by dividing the number of days of downtime by 365 and multiplied by the amount of the Fees for the current year.

5.1.3 provide customer support services to Authorised Users by e-mail or over the phone. This includes answering e-mail queries about the use, functionality and content of the Licensed Material within 24 hours.

5.1.4 provide electronic product documentation to the Subscribing Institution free of charge. The Publisher will allow copies of all documentation to be made and distributed by the Subscribing Institution to Authorised Users provided it is either duplicated in full, or a proper ownership acknowledgement is included.

5.1.5 implement the industry standards as set out in Schedule 5.

5.2 The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item:

- i) for which the Publisher no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clause 5.3; or
- ii) for which the Publisher has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

5.3 If the Publisher withdraws Licensed Material or Licensed Material then the Publisher shall, at the Institution's option reimburse such part of the Licence Fee attributable to the Withdrawn Material in respect of the period up to the date of withdrawal as is reasonable in the circumstances having regard to the use made of that material compared with other Licensed Material the subject of this Licence; and reduce the Licence Fee attributable to the period following the date of such withdrawal by such amount as is reasonably attributable to the Withdrawn Material in respect of such remaining period.

6 RESPONSIBILITIES OF THE PUBLISHER: AUTHORISED USERS

6.1 Privacy

To the extent that Authorized Users provide any personal data to the Publisher during account registration or otherwise, the Subscribing Institution acknowledges that such information will be collected, used and disclosed by the Publisher in accordance with the Publisher privacy policy applicable to the Licensed Material.

7 RESPONSIBILITIES OF SUBSCRIBING INSTITUTION

7.1 Authentication.

Access to the Licensed Material will be authenticated by the use of UK Access Management Federation compliant technology, Internet Protocol ("IP") address(es) and/or usernames and passwords and/or by other authentication means reasonably agreed between the Publisher and the Subscribing Institution. Access to the Licensed Material by Authorised Users who are Walk-in Users is permitted from within the physical premises of the Institution only. Remote access to the Licensed Material by Walk-in Users is not permitted. The distribution of usernames/passwords and other access credentials to such Authorised Users or otherwise made discoverable by those Authorised Users is not permitted.

7.2 Protection from Unauthorized Access and Use.

The Subscribing Institution shall:

7.2.1 take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscribing Institution or any third party, through or to (a) the Subscribing Institution's credentials used to access the Licensed Materials; and
(b) the Licensed Materials;

7.2.2 manage identification, use, access and control of all credentials used to access the Licensed Materials in an appropriately secure manner, including, but not limited to, by:

- (i) limiting access to and use of the Licensed Materials to Authorised Users and notifying all Authorised Users of the usage restrictions set forth in this Licence and that they must comply with such restrictions;
- (ii) issuing any passwords or credentials used to access the Licensed Materials only to Authorised Users, not divulging any passwords or credentials to any third party, and notifying all Authorised Users not to divulge any passwords or credentials to any third party; and
- (iii) providing true, complete and accurate IP addresses, (if any) for the exclusive use by the Subscribing Institution (including, if requested by the Publisher, written confirmation by the relevant third-party internet service provider) and proactively informing the Publisher of any changes to the Subscribing Institution IP addresses, including the addresses no longer being used exclusively by the Subscribing Institution;

7.2.3 without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;

7.2.4 implement and maintain its own appropriate program for credentials management and ensure access to the Licenced Material via such credentials is reviewed on an appropriate basis; and ;

7.2.5 promptly upon discovering itself or being notified by the Publisher or a third party, that there has been unauthorized use of the Licenced Material or a security issue permitting unauthorized use, the Subscribing Institution will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to,

implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, the Subscribing Institution must promptly notify the Publisher of the unauthorized use. The Subscribing Institution will cooperate with the Publisher and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

- 7.3 In the event of any unauthorized use of the Licensed Materials, the Publisher may suspend the access and/or require that the Subscribing Institution suspend the access from where the unauthorized use occurred upon notice to the Subscribing Institution. The Subscribing Institution will not be liable for unauthorized use of the Licensed Material by any Authorised Users provided that the unauthorized use did not result from the Subscribing Institution's own negligence or wilful misconduct and that the Subscribing Institution did not permit such unauthorized use to continue after having actual notice thereof. The Subscribing Institution will be responsible for the adherence to the terms and conditions of this Licence by a third-party provider the Subscribing Institution engages, in particular, if such third party provider supplies and manages IP addresses.
- 7.4 The Subscribing Institution agrees that it will have in place documented policies and procedures, which will be reviewed by the Subscribing Institution periodically, and if appropriate, tested and updated, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. The Subscribing Institution will promptly notify the Publisher if it determines that there has been a failure of such safeguards if such failure results in a compromise of the confidentiality or security of any Publisher Content provided hereunder and cooperate with Publisher's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. For the purpose of this Section 3.3, "Publisher Content" means any material or information which the Publisher provides or makes available to the Subscribing Institution in connection with the Licenced Material and performance of this Agreement.

PART 2: GENERAL TERMS

8 FEES AND PAYMENT

- 8.1 The Subscribing Institution shall pay to the Publisher (via Jisc Collections) the Licence Fee in the amounts set out in, or calculated in accordance with, Licence Schedule 1.
- 8.2 Upon receipt of the Order Confirmation Jisc Collections shall issue an invoice to the Institution for the relevant Licence Fee(s) or applicable part of the Licence Fee(s).
- 8.3 The Subscribing Institution shall pay the Licence Fee within thirty (30) days on receipt by the Subscribing Institution of Jisc Collections' invoice.

9 TERM AND TERMINATION

- 9.1 Subject to Clauses 9.2 and 9.3, this Licence shall commence upon the Start Date, and shall continue, unless terminated earlier in accordance with this Clause 9, until the expiry of the Subscription Period (or in the case of perpetual access in the EI Backfile, in perpetuity). One year licence extensions for years 2026/27 and 2027/28 for Subscribing Institutions previously licensed for 3 years.
- 9.2 The Subscribing Institution shall have the right, at the Publisher's discretion, to terminate this Licence during the Subscription Period if sufficient funds are not provided or allotted in future budgets of the Subscribing Institution to permit the Subscribing Institution to continue this Licence. In the event no funds or insufficient funds are apportioned or allotted in the budget of the Subscribing Institution in the fiscal period prior to the due date for payments under this Licence, the Subscribing Institution will give not less than 60 (sixty) days' written notice to the Publisher, such notice to expire on at the end of the relevant Subscription Year. Termination shall be without penalty of expense to the Subscribing Institution of any kind whatsoever. Save for the eventuality as set out above, it is the Subscribing Institution's intent to make payments for the full term of this Licence.
- 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:
- 9.3.4 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;
- 9.3.5 the other party commits a material 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 Upon termination of this Licence by the Publisher due to a material breach or repeated other breaches by the Institution, the Publisher shall cease to authorise on-line access to the Licensed Material by the Subscribing Institution and Authorised Users.

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 (including Clause 2 (Licence Grant):
- 10.1.2 all rights and licences granted pursuant to this Licence shall cease and the Subscribing Institution shall cease to access and use, and permit access to and use of, the Licensed Material; and
- 10.1.3 the Publisher shall cease to make available Licensed Material for access and use by the Subscribing Institution and Authorised Users provided that the Subscribing Institution may retain and use, copies of parts of the Licensed Material made by the Subscribing Institution or Authorised Users in accordance with this Licence, subject to the terms of Clauses 3 and 4 to the extent that these are applicable. On any termination by the Subscribing Institution under Clause 9.3 the Publisher shall reimburse such part of the Licence Fee which has been paid by the Subscribing Institution and is in respect of any remaining part of the Subscription Period.
- 10.2 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, 3, 4, 5.2, 5.3, 6, 7,9, 10, 11, 12, 13, 14, 15, 16, 19, 20 and 21) shall continue in force.
- 10.3 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 The Subscribing Institution acknowledges that all copyright in the Licensed Material are the exclusive property of the Publisher or its licensors and that this Licence does not assign or transfer to the Subscribing Institution any right, title or interest in such copyright except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Licence.

12 REPRESENTATION, WARRANTIES AND INDEMNITIES

- 12.1 The Publisher warrants to the Subscribing Institution that the Licensed Material and all intellectual property rights therein are owned by or licensed to the Publisher and that the Licensed Material used as contemplated in this Licence does not infringe any intellectual property rights of any person.
- 12.2 The Publisher agrees to indemnify, defend and hold the Subscribing Institution harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Subscribing Institution in defending against any third party claim of intellectual property rights infringements or threats of claims thereof with respect of the use of the Licensed Material, provided that:
- i) the use of the Licensed Material has been in full compliance with the terms and conditions of this Agreement;
 - ii) the Subscribing Institution provides the Publisher with prompt notice of any such claim or threat of claim;
 - iii) the Subscribing Institution co-operates fully with the Publisher in the defence or settlement of such claim; and
 - iv) the Publisher has sole and complete control over the defence or settlement of such claim.
- 12.3 The indemnity in Clause 12.2 will not apply to the extent that the relevant claim arises as a result of any change, alteration or amendment in any way to any Licensed Material by the Subscribing Institution or any Authorised User.
- 12.4 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material the Publisher makes no representation and gives no warranty, express or implied, with regard to the information contained in or in any part of the Licensed Material including the fitness of such information or part for any purposes whatsoever and, subject to Clause 12.2 the Publisher accepts no liability for loss suffered or incurred by the Subscribing Institution or Authorised Users as a result of their reliance on the Licensed Material.
- 12.5 The Subscribing Institution agrees to notify the Publisher immediately and provide full particulars in the event that it becomes aware of any actual or

threatened claims by any third party in connection with any works contained in the Licensed Material and do all things reasonably required to assist the Publisher in such claims. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence.

- 12.6 In relation to any claim or action referred to in Clause 12.2 , or any other claim by a third party of which the Institution becomes aware, that the access to or use of any Licensed Material infringes any copyright, the Publisher may at its option and expense, and on written notice to the Subscribing Institution (and without prejudice to the Subscribing Institution's rights under Clause 5.2 (Withdrawing Material) or Clause 12.2 (Infringement Indemnity), remove such Licensed Material from the Licensed Material or obtain for the Institution the right to continue accessing and using such Licensed Material in accordance with this Licence.
- 12.7 The Publisher reserves the right to change the content, presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to make the Licensed Material available at their sole discretion. The Publisher will notify the Subscribing Institution of any substantial change to the Licensed Material.
- 12.8 Nothing in this Licence shall make the Subscribing Institution liable for any act by any Authorised User which gives rise to a breach of the terms of this Licence, provided that the Subscribing Institution did not cause or knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 12.9 Except as provided for in Clause 12.1 or 12.2, and to the extent permitted by applicable law, and for the Institution a breach of the Licence herein with respect to the access to and use of the Licensed Materials, or an infringement of the Publisher's intellectual property rights in the Licensed Materials:
- 12.9.1 neither the Subscribing Institution nor any Authorised User nor the Publisher will be liable to the other in contract or negligence or otherwise for:
- 12.9.1.1 any special, indirect, incidental, punitive or consequential damages; or
 - 12.9.1.2 loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or
 - 12.9.1.3 for any increased costs or expenses.
- 12.9.2 the liability of the Publisher and its suppliers to the Subscribing Institution will not exceed a sum equal to the 150% of the Licence Fees for the full subscription year, even if the Publisher or any supplier has been advised of the possibility of such liability or damages.

- 12.10 No party excludes or limits its liability under this Licence for:
- 12.10.1 death or personal injury to the extent it results from its negligence, or that of its employees, authorised sub-contractors or agents in the course of their engagement; or
- 12.10.2 its own fraud or that of its employees, authorised sub-contractors or agents in the course of their engagement.

13. FORCE MAJEURE

- 13.1 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 orders, power, telecommunications or Internet failures or damage to or destruction of any network facilities ("Force Majeure Event"). Notwithstanding the foregoing, a party's financial inability to perform its obligations will in no event constitute a Force Majeure.
- 13.2 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.
- 13.3 Provided it has complied with Clause 13.2, 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.
- 13.4 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.

14 ASSIGNMENT

- 14.1 Subject to Clauses 14.2 and 14.3, 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.
- 14.2 If the Subscribing Institution merges with any other Eligible Body or transfers the whole or part of its activities as an Eligible Body to another Eligible Body, the Subscribing Institution or successor Subscribing Institution (as the case may be), and the Authorised Users who were Authorised Users through the Subscribing Institution, shall be entitled to

receive the benefit of this Licence, subject to remaining bound by the obligations under this Licence and subject to an adjustment of the Licence Fee which reflects both Eligible Body's Licence Fees

(i) in respect of the Licensed Material, for the remainder of the current Subscription Period; and

(ii) in respect of the Continuing Licensed Material, in perpetuity.

14.3 In any assignment to which the other party has given consent under Clause 14.1, 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.

15. GOVERNING LAW AND JURISDICTION

15.1 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 and Wales.

15.2 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 and Wales.

16. DISPUTE RESOLUTION

16.1 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 the Publisher, or its nominated representative, and the current Vice Chancellor (or equivalent post) of the Subscribing Institution, or their nominated representative.

16.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Clause 16.1, 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.

16.3 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

16.4 Any person to whom a reference is made under Clause 16.3 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.

- 16.5 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.
- 16.6 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.
- 16.7 Subject to Clause 16.1, except where urgent interim measures are sought, and 16.4, nothing in this Clause 16 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 15.

17. NOTICES

- 17.1 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:

Jason Roof
Regional Account Director Elsevier
BV
Radarweg 29
1043 NX Amsterdam, the Netherlands
Email to J.Roof@elsevier.com and labelled (in the Subject line) as
Contract Notice

if to the Subscribing Institution: as stated in the Order Confirmation.

- 17.2 Any notice or communication shall be deemed to have been received:
- (i) if delivered by hand, on signature of a delivery receipt; or
 - (ii) 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
 - (iii) 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.
- 17.3 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.

18. PREVENTION OF FRAUD AND CORRUPTION

- 18.1 Each party represents and warrants that to the best of its knowledge neither it nor any of its employees, agents or contractors have at any time prior to the Start Date:
- (i) 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

(ii) 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.

18.2 To the best of its knowledge, 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.

18.3 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.

18.4 If a party or its staff engages in conduct prohibited by Clause 18.1 or commits fraud in relation to this Licence, the other shall be entitled to terminate this Licence and recover from the first party the amount of any direct loss suffered resulting from the termination, including the cost reasonably incurred by making other arrangements for the provision of access to the Licensed Material and any additional expenditure incurred by the other party throughout the remainder of this Licence.

19. THIRD PARTY RIGHTS

19.1 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.

19.2 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.

20. GENERAL

20.1 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 Subscribing Institution and the Publisher.

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

20.3 Nothing in this Licence shall be construed to create any relationship of partnership,

agency or employment between any of the parties.

20.4 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.

20.5 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.

21 CONFIDENTIALITY

21.1 This Licence including all schedules is not considered confidential. Both the Subscribing Institution and the Publisher may freely make public the Licence including all schedules.

LICENSE SCHEDULE 1

LICENCE FEE

Licence Fee:

Fees for Orders for the Compendex® database (time-limited subscription Licence)

- 1 Annual subscription. Annual payments. Annual Licence renews automatically unless cancelled by providing notice on or before 7 September prior to the following 8 December. Pricing shown is for the licence year 8 December to 7 December:

	2023/24	2024/25	2025/26	2026/27	2027/28
Fee	13,985	14,472	14,976	15,497	16,037
Chest Fee	542	559	576	593	611
Supplier Fee	13,443	13,913	14,400	14,904	15,426

- 2 Three-year subscription with annual payments. No annual opt out. Licensee is committed until 7 December 2026. Pricing shown is for the Licence year 8 December to 7 December. Pricing for 2026/27 and 2027/28 is for Licensees who having taken this three-year option wish to continue to subscribe on an annual basis after 7 December 2026. The three-year Licence for 2023/26 renews automatically for 2026/27 and 2027/28 unless cancelled by providing notice on or before 7 September 2026 or 7 September 2027:

	2023/24	2024/25	2025/26	2026/27	2027/28
Fee	13,053	13,413	13,783	14,263	14,760
Chest Fee	431	444	457	471	485
Supplier Fee	12,622	12,969	13,326	13,792	14,275

- 3 Five-year subscription with annual payments. No annual opt out. Licensee is committed until 8 December 2028. Pricing shown is for the licence year 8 December to 7 December:

	2023/24	2024/25	2025/26	2026/27	2027/28
Fee	11,922	12,164	12,411	12,663	12,921
Chest Fee	361	372	383	395	407
Supplier Fee	11,561	11,792	12,028	12,268	12,514

Backfile fee is £9,723. If a Subscribing Institution cancels its subscription, then an annual charge of £1,729 will be payable for access the platform (This charge will be issued directly by the Publisher).

LICENSE SCHEDULE 2

LICENSED MATERIAL

Compendex and Ei Backfile
engineeringvillage.com/search/quick.url

LICENCE ANNEX 1 – OFFER

2023 JISC Collections Agreement

Publisher: Full legal name, registered address and registration number	Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands HR Amsterdam and HR Amsterdam 33158992
Product Name:	Compendex and Ei Backfile
Agreement Name:	Elsevier Compendex and Ei Backfile
Product Description:	<p>Compendex is an engineering-focused knowledge database and data discovery tool that provides comprehensive and trustworthy content to improve research and learning outcomes and maximize the impact of your engineering research and teaching.</p> <p>The Engineering Index (Ei) Backfile, a comprehensive, historical view of engineering developments and innovations described in literature from 1884-1969</p>

Access URL:	https://www.engineeringvillage.com/home.url
Product Information URL:	https://www.elsevier.com/research-platforms/higher-education/engineering

1. Commercial Information

Term: Five-year agreement with options for 1 year, 3 year, or 5 year licences plus 1 year extension.

Start and End date: 8th December 2023 to 7th December 2028.

Eligible Institutions/group: Universities, colleges and other learning, educational and research bodies in the UK and Republic of Ireland.

Resource Type: Subscription for Compendex and perpetual licence purchase for Ei Backfile.

Licence Fees:

[Compendex and Ei Backfile](#)

Engineering Index Backfile

The Engineering Index Backfile may be purchased at any time during the 5-year agreement for a one-off fee of £9,723 plus VAT. No further charges are due as long as the Subscribing Institution maintains an annual subscription to Ei Village. If a Subscribing Institution cancels its subscription, then an annual charge of £1,729 will be payable for access the platform (This charge will be issued directly by Elsevier).

Subscription Length	Agreement Year	Price £
1 Year	2023/24	£13,985
1 Year	2024/25	£14,472
1 Year	2025/26	£14,976
1 Year	2026/27	£15,497
1 Year	2027/28	£16,037
3 Year	2023/24	£13,053
3 Year	2024/25	£13,413
3 Year	2025/26	£13,783
3 Year - Annual Extension	2026/27	£14,263
3 Year - Annual Extension	2027/28	£14,760
5 year	2023/24	£11,922
5 year	2024/25	£12,164
5 year	2025/26	£12,411
5 year	2026/27	£12,663
5 year	2027/28	£12,921
Backfile	Anytime	£9,723

Fee cap/increase per annum:

1 year -3.5%

3 year – 2.75%

5 year – 2%

HE Jisc Bands used for this agreement: The pricing for Compendex isn't currently Jisc banded. It is based on the previous CHEST agreement pricing to provide consistency for subscribers.

Is this content unique, or available in products from other suppliers (for VEAT):

Details of other routes / suppliers:

Compendex is an Abstract and Index database discovering content from many different sources.

Currency: GBP

Please specify if all or part of the Material is eligible for Zero rated VAT:

2. Licensed Material on offer

All Licensed Material on offer from the Publisher:

Licensed content is from:

Back files/ back issues included in the Offer: Ei Backfiles are available as a perpetual access purchase model.

Selected content from the following inactive organisations:

Any further information:

3. Business model

Licence duration periods: 1, 3 and 5 years

Via Publisher platform: Engineering Village

Post-termination access fees: Platform fee payable to access Ei Backfile if subscription to Compendex is cancelled.

Licence Fees: See above

Payment process: pay the Master Licence Fee as collected from the Subscribing Institutions in full to the Publisher by the date agreed with the Publisher in accordance with Schedule 1 hereto.

Contract + Licence - From the Institution to the Publisher directly:

(explanation: The Supplier will invoice the Institution – the Agreement is managed through a Contract between Jisc Collections and the Publisher, and a Licence between the Publisher and Subscribing Institution)

SCHEDULE 5
**INDUSTRY STANDARDS AND
IMPLEMENTATION**

The Publisher agrees to implement the following industry standards to enhance access and use of the Material and shall:

- (a) provide Subscribing Institutions with usage statistics compliant with the most recent release of the COUNTER Code of Practice (www.projectcounter.org), on a monthly basis as defined in the COUNTER Code of Practice (CoP), and subject to the CoP's implementation schedule;
- (b) implement COUNTER_SUSHI returning JSON-formatted reports (<https://www.projectcounter.org/code-of-practice-five-sections/8-sushi-automated-report-harvesting>);
- (c) use all reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in) to ensure that the Material is accessible to all Authorised Users;

use all reasonable efforts to meet the Open URL Standard (<https://www.niso.org/publications/z3988-2004-r2010>) to ensure that Authorised Users can search for an