

Cambridge University Press
Site Licence

For the online version of

**The Millennial Edition of the
Historical Statistics of the United States**

Effective Date: <insert date Licence takes effect>

LICENCE AGREEMENT

BETWEEN

CAMBRIDGE UNIVERSITY PRESS of The Edinburgh Building, Shaftesbury Road,
Cambridge CB2 2RU in the United Kingdom ("the Publisher")

and

<name/address of Licensee>
("the Licensee")

WHEREAS the Publisher holds the rights granted under this Licence;

AND WHEREAS the Licensee desires to enable its Authorised Users to use the rights and the Publisher desires to grant to the Licensee the licence to use the rights for the Fees, 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: -

Annual Access Fee	The annual fee set out in Schedule 2 which the Licensee shall pay to the Publisher each year in respect of its ongoing right to use the rights defined in this Agreement.
Authorised Users	Current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee's institution(s), who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorised Users work or study (including but not limited to Authorised Users' 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 a Licensee's library or information service and permitted to access the Secure Network but only from computer terminals within the Licensee's Library Premises.
Commercial Use	Use for the purposes of monetary reward (whether by or for the Licensee or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Work. For the avoidance of doubt, neither recovery of direct costs by the

Licensee from Authorised Users, nor use by the Licensee or a or by an Authorised User of the Work in the course of research funded by a commercial organisation, is deemed to be Commercial Use.

Course Packs	A collection or compilation of materials assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.
Electronic Reserve	Electronic copies of materials 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.
Effective Date	The date, expressed on the front page of this Agreement, on which the terms and conditions of the Agreement take effect.
Fees	The collective word for the Annual Access Fee and the Purchase Fee combined.
Library Premises	The physical premises of the library or libraries operated by the Licensee, as specified in Schedule 1.
Purchase Fee	The one-time fee set out in Schedule 2 which the Licensee shall pay to the Publisher in respect of the initial purchase of the Work.
Secure Network	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 reasonable practice, as defined in Schedule 1.
Server	The server, either the Publisher's server or a third party server designated by the Publisher, on which the Work is mounted and may be accessed.
Work	The electronic material comprising <i>The Millennial Edition of the Historical Statistics of the United States</i> as published online by the Publisher.

2 AGREEMENT

- 2.1 The Publisher agrees to grant to the Licensee the non-exclusive and non-transferable right to give Authorised Users access to the Work 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 Fees. The Fees shall be paid by the Licensee direct to the Publisher.

- 2.2 This Licence shall commence on the Effective Date and shall continue for the legal term of copyright unless terminated under the provisions of clause 9.
- 2.3 On termination of this Licence, the Publisher shall, if it receives a written request from the Licensee no later than sixty (60) days after termination, provide to the Licensee the contents of the Work as Word and Excel files without functionality or programming for the Licensee to hold in its archive and, if it so desires, to make available in that pared-down form to Authorised Users.

3 USAGE RIGHTS

- 3.1 The Licensee, subject to clause 5 below, may:

Allow Authorised Users to have access to the Work from the Publisher's Server via the Secure Network;

Display, download or print the Work for the purpose of internal marketing or testing or for training Authorised Users or groups of Authorised Users.

- 3.2 Authorised Users may, subject to clause 5 below:

Search, view, retrieve and display the Work;

Electronically save individual parts of the Work (such as tables and sections of text) for personal use;

Print off a copy of parts of the Work for personal use;

Distribute a copy of individual parts of the Work (such as tables and sections of text) in print or electronic form to other Authorised Users for their personal use; for the avoidance of doubt, this sub-clause shall include the distribution of a copy for teaching purposes to each individual student Authorised User in a class at the Licensee's institution(s).

- 3.3 Nothing in this Licence shall in any way exclude, modify or affect any of the Licensee's statutory rights under national copyright law.

4 COURSE PACKS AND ELECTRONIC RESERVE

- 4.1 Members may, subject to clause 5 below, incorporate parts of the Work in electronic Course Packs and Electronic Reserve collections for the use of Authorised Users in the course of instruction at the Licensee's institution(s), but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the Work and the copyright notice including the name of the Publisher. Copies of such items shall be deleted by the Licensee when they are no longer used for such purpose. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorised Users who, in the reasonable opinion of the Licensee, are visually impaired.

5 PROHIBITED USES

5.1 Neither the Licensee nor any Authorised User may:

remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Work;

systematically make print copies of extracts from the Work or systematically make electronic copies other than for electronic Course Packs and Electronic Reserves permitted under clause 4.1;

mount or distribute any part of the Work on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;

make the Work or any part thereof available for Inter Library Loan;

alter, abridge, adapt or modify the Work except to the extent necessary to provide access to Authorised Users under the terms of this License.

5.2 The Publisher's explicit written permission must be obtained in order to:

use all or any part of the Work for any Commercial Use;

distribute the whole or any part of the Work to anyone other than Authorised Users;

publish, distribute or make available the Work, works based on the Work or works which combine them with any other material, other than as permitted in this Licence;

6 PUBLISHER'S UNDERTAKINGS

6.1 The Publisher warrants to the Licensee that the Work used as contemplated by this Licence does 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 this Licence for any reason. This indemnity shall not apply if the Licensee or has amended the Work in any way not permitted by this Licence.

6.2 The Publisher shall:

make the Work available to the Licensee from the Server. The Publisher shall notify the Licensee at least ninety (90) days in advance of any anticipated specification change applicable to the Work. If the changes render the Work less useful in a material respect to the Licensee, the Licensee may within sixty (60) days of such notice treat such changes as a breach of this Licence under clause 9.1;

provide the Licensee, as soon as possible and no later than thirty (30) days after the Effective Date, with information sufficient to enable the Licensee to access the Work;

use reasonable endeavours to ensure that the Server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Licence;

use reasonable endeavours to make the Work 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 wherever possible), and to restore access to the Work as soon as possible in the event of an interruption or suspension of the service.

- 6.3 The Publisher reserves the right at any time to withdraw from the Work 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 Work being no longer useful to the Licensee, the Licensee may within sixty (60) days of such notice treat such changes as a breach of this Licence under clause 9.1.
- 6.4 Except as expressly provided in this Licence, the Publisher makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Work, merchantability or fitness of use for a particular purpose. The Work are supplied 'as is'.
- 6.5 Except as provided in clause 6.1, under no circumstances shall the Publisher be liable to the Licensee or any other person, including but not limited to Authorised Users, for any special, exemplary, incidental or consequential damages of any character arising out of the inability to use, or the use of, the Work. Irrespective of the cause or form of action, the Publisher's aggregate liability for any claims, losses, or damages arising out of any breach of this Licence shall in no circumstances exceed the Purchase Fee plus the Annual Access Fee paid by Licensee to the Publisher in respect of the calendar year during which such claim, loss or damage occurred.

7 LICENSEE'S UNDERTAKINGS

7.1 The Licensee shall:

use reasonable endeavours to ensure that all Authorised Users are appropriately notified of the importance of respecting the intellectual property rights in the Work and of the sanctions which the Licensee imposes for failing to do so;

use reasonable endeavours to notify Authorised Users of the terms and conditions of this Licence and take steps to protect the Work from unauthorised use or other breach of this Licence;

use reasonable endeavours to monitor compliance and 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;

provide the Publisher, as soon as possible and no later than thirty (30) days after the Effective Date, with information sufficient to enable the Publisher to provide access to the Work in accordance with its obligation under clause 6.2. Should the Licensee make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect;

use best endeavours to ensure that only Authorised Users are permitted access to the Work.

- 7.2 The Licensee shall pay the Purchase Fee within thirty (30) days of the Effective Date. For the avoidance of doubt, the Purchase 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 Purchase Fee.
- 7.3 The Licensee shall pay each Annual Access Fee within thirty (30) days of the beginning of the calendar year (or, in the case of the initial payment, the pro-rated calendar year) to which that payment applies. For the avoidance of doubt, the Annual Access 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 Annual Access Fee.

8 UNDERTAKINGS BY BOTH PARTIES

- 8.1 Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

9 TERM AND TERMINATION

- 9.1 This Licence may be terminated:

if either party serves written notice to the other of its desire to terminate for any reason, no later than six (6) months before the end of a calendar year (termination then to occur at the end of that calendar year);

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

if either party commits a material or persistent breach of any term of this Licence and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the other party;

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 5 in respect of prohibited uses;

if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration;

if access, capacity, or technical services of the Publisher are incapable of providing reliable use of the Work or otherwise frustrate the intent of the Licensee in entering into this Licence and such technical issues cannot be resolved by the Publisher within sixty (60) days of notification in writing from the Licensee.

- 9.2 Except as otherwise provided herein, and subject to clause 2.3, on termination all rights and obligations of the parties automatically terminate except for the Licensee's obligations in respect of any contents of the Work provided to the Licensee under the provisions of clause 2.3.
- 9.3 On termination of this Licence for cause, as specified in clauses 9.1, the Licensee shall immediately cease to distribute or make available the Work to Authorised Users.
- 9.4 On termination of this Licence, no Fees or part thereof paid up to the date of termination shall be re-payable to the Licensee by the Publisher.

10 USE OF AN EXPERT TO RESOLVE DISPUTES

- 10.1 If any difference arises between the Publisher and the Licensee touching the meaning of this Licence and the rights and liabilities of the parties, the parties shall first use their best endeavours to resolve such difference between themselves, but in the absence of such resolution shall then refer the matter to an independent expert to be selected by mutual agreement of the parties. Each party shall provide the expert with such information as the expert may reasonably require for the purposes of determination. The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable. The decision of the expert shall be final and binding on the parties.

11 GENERAL

- 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.
- 11.2 Alterations to this Licence and to the Schedules to this Licence are only valid if they are recorded in writing and signed by both parties.
- 11.3 This Licence may not be assigned by either party to any other person or organisation except as provided under clause 11.4 below, nor may either party sub-contract any of its obligations, except as provided in this Licence in respect of the management and operation of the Server, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
- 11.4 If rights in all or any part of the Work are assigned by the Publisher to another publisher, the Publisher shall use all reasonable endeavours to ensure that the terms and conditions of this Licence are maintained.

- 11.5 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within fourteen (14) days of posting.
- 11.6 Neither party's delay or failure to perform any provision of this Licence, as a 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.
- 11.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
- 11.8 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.
- 11.9 This Licence shall be governed by and construed in accordance with New York State law; subject to clause 10.1, 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 the State of New York.

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

FOR CAMBRIDGE UNIVERSITY PRESS

Name (block capitals) _____ Signature _____

Position/Title _____ Date: _____

FOR<name of Licensee>

Name (block capitals) _____ Signature _____

Position/Title _____ Date: _____

SCHEDULE 1

ACCESS METHOD:

<insert>

MAXIMUM NO. OF SITES AND/OR FULL-TIME EQUIVALENT AUTHORISED USERS PERMITTED:

<insert>

LICENSEE'S SECURE NETWORK:

List of addresses of the Licensee's Library Premises or other access points, Domain Name(s) and IP addresses and/or ranges:

Class B Network: first two network numbers plus asterisks for host addresses, ie: 125.64..**

*Class C network: first three network numbers plus an asterisk for host address, ie: 125.64.133.**

Single station: all four numbers, ie 125.64.133.20; or ranges, ie 125.64.133.20-125.64.133.40

Name & address of Library or other access point	Domain name(s)	IP addresses/ranges
--	-----------------------	----------------------------

<insert>

Network contact:	Name:
Telephone:	Fax:
E-mail address:	

SCHEDULE 2

THE PURCHASE FEE:

The agreed Purchase Fee shall be:

<insert Purchase Fee>

THE ANNUAL ACCESS FEE:

The agreed Annual Access Fee shall be:

<insert Annual Access Fee>

This Fee shall be payable in full in respect of each calendar year of access or part thereof, in advance.

The Publisher reserves the right to raise the Annual Access Fee by a reasonable amount in line with the Publisher's business-model for the Work, at the beginning of any calendar year subsequent to the first calendar year or part thereof for which Annual Access Fee is paid.