

BRITISH STANDARDS ONLINE SUB-LICENCE AGREEMENT

JISC SERVICES LIMITED (OPERATING AS JISC COLLECTIONS) (Company Number 2881024), a company incorporated in England and Wales whose registered office is at 4 Portwall Lane, Bristol BS1 6NB ("Jisc Collections").

OFFERS to you, the Sub-Licensee, the permission to access and use the Licensed Material on the terms and conditions as set out in this Sub-Licence. Upon completion of the Subscription Order and Acceptance Form (as hereafter defined) as part of the Licence Subscriptions Manager your institution will become a non-exclusive Sub-Licensee of Jisc Collections.

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is made as to the manner or form described for acceptance, no sub-licence will be granted and this offer is deemed withdrawn.

BACKGROUND

1. British Standards Online (BSOL) is a bibliographic, citation and full text database of more than 60,000 British and adopted European and international standards;
2. British Standards Online and all Intellectual Property Rights therein are owned by or duly licensed to BSI Standards Ltd.
3. Jisc Collections has developed an online ordering service; the 'Licence Subscriptions Manager', whereby nominated persons can place, order, and manage subscriptions online on behalf of their institution, which will be used in connection with this Sub-Licence.
4. By an agreement between BSI Standards Ltd and Jisc Collections (the "British Standards Online Licence Agreement"), Jisc Collections is permitted to sub-license the access and use of British Standards Online to eligible institutions as referred to in that agreement in accordance with the terms of this Sub-Licence.

JISC COLLECTIONS AND THE SUB-LICENSEE AGREE AS FOLLOWS:

1. DEFINITIONS

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

"Authorised User" means an individual who is authorised by the Sub-Licensee to have access to its information services (whether on-site or off-site) via Secure Authentication and who is:

- a current United Kingdom- registered student of the Sub-Licensee (including undergraduates and postgraduates); or
- a United Kingdom-registered faculty member of the Sub-Licensee; or
- a United Kingdom-based member of library staff of the Sub-Licensee; or
- a Walk-In User.

Walk-In Users are persons who are allowed by the Sub-Licensee to access its information services from computer terminals or otherwise within the physical premises of the Sub-Licensee and are deemed an Authorised User only for the time they are within the library premises of the Institution. For the avoidance of doubt, Walk-In Users may be given access to the Licensed Material by any wireless Secure Network. Walk-In Users are not allowed off-site access to the Licensed Material.

"BSI Member/Membership"	means a Sub-Licensee who is a current and paid-up member of the BSI Membership scheme.
"Charge"	means the charge payable to Jisc Collections as set out in Schedule 1. The charge will be in line with the Offer and Quote (where applicable).
"Commercial Use"	means use of the Licensed Work for the purpose of university business processes (including but not limited to Health & Safety, Estate Management) or monetary reward (including but not limited to knowledge transfer partnerships) - whether by or for the Sub-Licensee or an Authorised User - by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, neither the recovery of direct cost by the Sub-Licensee from Authorised Users, nor use by the Sub-Licensee or Authorised Users of the Licensed Material in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.
"Data Protection Laws"	means 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 use for the purpose of education, teaching, distance learning, private study and/or research.
"Intellectual Property Rights"	means patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
"Licence Subscriptions Manager"	means the online subscription ordering service developed by Jisc Collections. The Licence Subscriptions Manager can be found at https://subscriptionsmanager.jisc.ac.uk/ .
"Licensed Document"	means an individual item extracted from the Licensed Material to be used in accordance with the terms of this Sub-Licence.
"Licensed Material"	means the products licensed in this Sub-Licence, as selected by the Sub-Licensee from: British Standards Online; BSOL ISO Collection; and Eurocodes Plus.
"Order Confirmation Email (Institution)"	means the email to the Sub-Licensee, automatically generated by the Licence Subscriptions Manager after the Sub-Licensee has completed the

	Subscription Order and Acceptance Form, confirming that the Sub-Licensee has placed the order, the start and end date of the Subscription Period and that Jisc Collections has agreed to the terms and conditions of the Sub-Licence.
"Order Confirmation Email (Jisc Collections)"	means the email to Jisc Collections, automatically generated by the Licence Subscriptions Manager after the Sub-Licensee has completed the Subscription Order and Acceptance Form, confirming that the Sub-Licensee has placed the order, the start and end date of the Subscription Period and that the Sub-Licensee has agreed to the terms and conditions of the Sub-Licence.
"Order Confirmation Email (Publisher)"	means the email to the Publisher, automatically generated by the Licence Subscriptions Manager after the Sub-Licensee has completed the Subscription Order and Acceptance Form, confirming that the Sub-Licensee has placed the order, the start and end date of the Subscription Period and that the Sub-Licensee has agreed to the terms and conditions of the Sub-Licence.
"Personal Data"	means personal data as defined in the Data Protection Laws.
"Publisher"	means BSI Standards Ltd.
"Quote"	means the pricing quotation in accordance with the Offer provided by the Publisher directly to the Sub-Licensee for that part of the Licensed Material applicable to the Sub-Licensee. Once the Sub-Licensee has accepted the price quotation from the Publisher and confirmed this by placing its order via the Licence Subscriptions Manager, such quote shall form the Charge for the Licensed Material listed in the quote.
"Secure Authentication"	means access to the Licensed Material by UK Access Management Federation compliant technology, Internet Protocol ("IP") ranges or by another means of authentication agreed between the Publisher and Jisc Collections.
"Secure Network"	means a network which is only accessible by Secure Authentication.
"Sub-Licensee"	means the sub-licensee whose details are set out in the Subscription Order and Acceptance Form. A sample copy of the form is attached hereto in Annex 1 and made a part hereof.
"Subscription Order and Acceptance Form"	means the form used by Jisc Collections as part of the Licence Subscriptions Manager. A sample copy of the form is attached hereto in Annex 1. Once the completed form has been received by the Licence Subscriptions Manager, the system automatically generates an Order Confirmation Email (Institution) to the Sub-Licensee, Order Confirmation Email (Jisc Collection) to Jisc Collections and an Order Confirmation Email (Publisher) to the Publisher repeating the information on the form regarding the name of the Sub-Licensee, the resource, the start and end date of the Subscription Period and confirming the date on which the Sub-Licensee accepted the terms and conditions of the Sub-Licence.
"Subscription Period"	means the term as set out in the Subscription Order and Acceptance Form.

"Transaction Management Charge" means the charge payable to Jisc Collections to cover the cost of the bank charges for organising the payments to the Publisher as further set out in Schedule 1.

- 1.2 Headings contained in this Sub-Licence are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- 1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. GRANT OF SUB-LICENCE

- 2.1 British Standards Online and Eurocodes Plus and all Intellectual Property Rights therein are owned by or duly licensed to BSI Standards Ltd.
- 2.2 The Sub-Licensee agrees to pay the Charge(s) as set out in Schedule 1, in consideration of which Jisc Collections agrees to grant to the Sub-Licensee a non-exclusive sub-licence to access and use the Licensed Material and to allow Authorised Users to access and use the Licensed Material throughout the term of this Sub-Licence by Secure Authentication and for Educational Purposes only.

3. USE OF THE LICENSED MATERIAL AND THE LICENSED DOCUMENTS

- 3.1 The Sub-Licensee and its Authorised Users acknowledge that copyright subsists in the Licensed Material as well as the Licensed Documents. The Licensed Documents incorporate both visible and invisible watermarks. In particular, and without limitation, the following restrictions are to be observed by the Authorised Users:
 - 3.1.1 Each Authorised User may only print one hard copy of any Licensed Document. These copies may not be used to build up a hard copy reference collection that exceeds 5% of the number of Licensed Documents within the Licensed Material subscribed to. Such licensed copies must be destroyed on expiry and subsequent non-renewal of the Sub-Licence.
 - 3.1.2 Each Authorised User may only download one single electronic copy of any of the Licensed Document. These copies may not be used to build up an electronic reference collection that exceeds 5% of the number of Licensed Documents within the Licensed Material subscribed to. Such downloaded electronic copies must be removed on expiry and subsequent non-renewal of the Sub-Licence. Licensed Documents may not be copied or circulated electronically, including by electronic mail, even for internal use within the licensed site(s).
 - 3.1.3 Authorised Users may copy a maximum of 10% of the content of any of the Licensed Documents and paste it to another document for internal use within the Sub-Licensee's sites. The copied content in the new document must contain "Copyright BSI © Date (where date is the date of copyrighted material)". Such content is licensed for use only for the duration of the Sub-Licence. Such copied extracts of the Licensed Documents must be deleted from the internal document on expiry and subsequent non-renewal of the Sub-Licence.
 - 3.1.4 Authorised Users who wish to send extracts exceeding 10% of the Licensed Document or the complete text of a Licensed Document to unauthorised users are invited to apply to the Publisher for an extension to the permitted uses. Walk-In Users are not permitted to send extracts or complete text of Licensed Documents to unauthorised users.

Any enquiries should be addressed to:
Copyright
BSI Standards Ltd

389 Chiswick High Road
London W4 4AL
United Kingdom
Tel: +44(0)20 8996 7070

e-mail: copyright@bsigroup.com

- 3.2 This Sub-Licence shall be deemed to complement and extend the rights of the Sub-Licensee and Authorised Users under the Copyright, Designs and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002 and nothing in this Sub-Licence shall constitute a waiver of any statutory rights held by the Sub-Licensee and Authorised Users from time to time under these Acts or any amending legislation.

4. RESTRICTIONS

- 4.1 Except where this Sub-Licence states otherwise, the Sub-Licensee and Authorised Users may not:
- 4.1.1 sell or resell the Licensed Material, unless the Publisher has given the Sub-Licensee or an Authorised User permission in writing to do so;
 - 4.1.2 remove, obscure or alter copyright notices, acknowledgments or other means of identification or disclaimers;
 - 4.1.3 alter or adapt the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise allowed under this Agreement. For the avoidance of doubt, no alteration of the words or their order is allowed;
 - 4.1.4 display or distribute any part of the Licensed Material, on any electronic network, including the internet other than 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; and
 - 4.1.6 provide access and/or allow use of the Licensed Material by anyone other than Authorised Users.
- 4.2 This Clause will continue to apply after termination of this Sub-Licence for any reason.

5. RESPONSIBILITIES OF JISC COLLECTIONS

- 5.1 Jisc Collections agrees to:
- 5.1.1 use all reasonable efforts to ensure access and use of the Licensed Material in accordance with the provisions as laid down in this Sub-Licence;
 - 5.1.2 use all reasonable efforts to cause customer support services to be provided to the Sub-Licensee and to Authorised Users;
 - 5.1.3 pay any Charge(s) received from the Sub-Licensee to the Publisher by the date set by the Publisher;
 - 5.1.4 use all reasonable efforts to ensure that the Publisher will implement the industry standards as set out in Schedule 3;
 - 5.1.7 use all reasonable efforts that in the event that the Publisher withdraws from the Licensed

Material any item or part of an item:

- for which the Publisher no longer retains the right to publish; or
- for which the Publisher has reasonable grounds to believe it infringes the Intellectual Property Rights of any third party or is defamatory, obscene, unlawful or otherwise objectionable

the Publisher shall give written notice thereof to Jisc Collections. If the withdrawn material represents more than ten per cent (10%) of the Licensed Material, Jisc Collections will use all reasonable efforts to ensure that the Publisher shall make a pro rata refund of the Charge to Jisc Collections. The refund will take into account the amount of material withdrawn or publicly available and the length of the subscription period remaining. Jisc Collections will pay the Sub-Licensee such refund received from the Publisher.

6. RESPONSIBILITIES OF THE SUB-LICENSEE

6.1 The Sub-Licensee will:

- 6.1.1 give passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not give their passwords or other access information to anyone else;
- 6.1.2 provide lists of valid IP addresses to Jisc Collections and update those lists on a regularly as agreed by the parties from time to time;
- 6.1.3 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;
- 6.1.4 use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Sub-Licence;
- 6.1.5 use all reasonable efforts to monitor compliance with the terms of this Sub-Licence and notify the Publisher and Jisc Collections immediately and provide full particulars on becoming aware of any of the following:
 - (a) any unauthorised access to or use of the Licensed Material or unauthorised use of any of the Sub-Licensee's password(s); or
 - (b) any breach by an Authorised User of the terms of this Sub-Licence.

As soon as the Sub-Licensee is aware of any breach of the terms of this Sub-Licence, the Sub-Licensee further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Sub-Licensee's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence; and

- 6.1.6 comply with all computer security procedures required by Jisc Collections and/or a third party duly appointed by Jisc Collections and take all reasonable steps to ensure the security of the Licensed Material.

7. USAGE DATA AND PERSONAL DATA

- 7.1 The parties shall co-operate in gathering any data on usage of the Licensed Material that is available to them during the term of this Sub-Licence, and shall provide such data to each other upon request. Notwithstanding the foregoing, the parties shall neither assemble nor provide data from which an individual user could be identified.

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

8. CHARGES

- 8.1 The Sub-Licensee will pay the Charge(s) to Jisc Collections for the Sub-Licence in the amount and upon the terms as set out in Schedule 1.
- 8.2 The Sub-Licensee will pay the Transaction Management Charge to Jisc Collections as set out in Schedule 1.

9. TERM AND TERMINATION

- 9.1 The term of this Sub-Licence will commence upon the start date as set out in the Subscription Order and Acceptance Form (and subsequently in the Order Confirmation Email (Institution) and Order Confirmation Email (Jisc Collections) and will remain in full force and effect until the end date as set out in such Subscription Order and Acceptance Form, unless terminated earlier as provided for in this Clause 9.
- 9.2 The Sub-Licensee may terminate this Sub-Licence at any time without cause on the anniversary date as set out on the Subscription Order and Acceptance Form (and subsequently in the Order Confirmation Email (Institution)) by giving Jisc Collections sixty days' notice to that effect.
- 9.3 Either party may terminate this Sub-Licence at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Sub-Licence by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.
- 9.4 Upon termination of this Sub-Licence by Jisc Collections due to a material breach or repeated other breaches by the Sub-Licensee, Jisc Collections will instruct the Publisher to cease on-line access to the Licensed Material by the Sub-Licensee and Authorised Users.
- 9.5 Notwithstanding anything to the contrary herein, this Sub-Licence will be treated as terminated if the licence between the Publisher and Jisc Collections for the Licensed Material terminates until Jisc Collections or the Publisher remedies the breach. Jisc Collections will notify the Sub-Licensee of such termination and when the breach has been remedied. Jisc Collections will use all reasonable endeavours not to cause the licence between Jisc Collections and the Publisher for the Licensed Material to terminate.
- 9.6 Further, notwithstanding anything to the contrary herein, upon a breach by the Sub-Licensee, on-line access to the Licensed Material shall be terminated.
- 9.7 Upon termination of this Sub-Licence, print and electronic copies of any Licensed Document taken from the Licensed Material may not be used, without prior agreement from the BSI.

Any enquiries should be addressed to:

Head of Licensing
BSI Standards Ltd
389 Chiswick High Road
London
W4 4AL
United Kingdom

Tel: +44 (0) 20 8996 7070

Email: copyright@bsigroup.com

10. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Sub-Licensee acknowledges that the Intellectual Property Rights in the Licensed Material are the sole and exclusive property of the Publisher or are duly licensed to the Publisher and that this Sub-Licence does not assign or transfer to the Sub-Licensee any right, title or interest therein except for the right to use the Licensed Material in accordance with the terms and conditions of this Sub-Licence.

11. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

- 11.1 The Sub-Licensee represents and warrants that it has sufficient authority and rights to enter into and perform its obligations under this Sub-Licence.
- 11.2 Jisc Collections represents and warrants that it has the right to grant the Sub-Licence and that the use of the Licensed Material by the Sub-Licensee and Authorised Users in accordance with the terms of this Sub-Licence shall not infringe the Intellectual Property Rights of any third party. The latter shall not apply to improper usage of the Licensed Material by the Sub-Licensee or Authorised Users. Jisc Collections makes no representation or warranty, and expressly disclaims any liability with respect to the content of the Licensed Material, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- 11.3 The Sub-Licensee agrees to notify the Publisher and Jisc Collections 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. 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. At the request of the Publisher, the Sub-Licensee will make all reasonable efforts to remove such work(s) from any copies of the Licensed Material maintained by the Sub-Licensee. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Sub-Licence.
- 11.4 Nothing in this Sub-Licence shall make the Sub-Licensee liable for breach of the terms of this Sub-Licence by any Authorised User provided that the Sub-Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 11.5 Subject to the above and to the extent permitted by law, Jisc Collections shall not be liable to the Sub-Licensee for any loss or damage including any loss of profits, goodwill, contract or any indirect or consequential loss including loss or damage suffered by the Sub-Licensee as a result of an action brought by a third party.
- 11.6 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 deliver the Licensed Material at their sole discretion. Jisc Collections will notify the Sub-Licensee of any substantial change to the Licensed Material.
- 11.7 Other than the express warranties stated in this Clause 11, the Licensed Material is provided on an “as is” basis, and Jisc Collections disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Material or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Jisc Collections further expressly disclaims any warranty or representation to Authorised Users, or to any third party. Jisc Collections accepts no liability for loss suffered or incurred by the Sub-Licensee or Authorised Users as a result of their reliance on the Licensed Material.

- 11.8 The Sub-Licensee represents to Jisc Collections that its computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User; that it shall inform Authorised Users about the conditions of use of the Licensed Material; and that during the term of this Sub-Licence, the Sub-Licensee will continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.
- 11.9 Jisc Collections and the Sub-Licensee do not seek to exclude liability under this Agreement for fraud or for personal injury or death caused by its negligence and the negligence of its employees, authorised sub-contractors and agents.

11. FORCE MAJEURE

- 12.1 Either party's failure to perform any term or condition of this Sub-Licence as a result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Sub-Licence.
- 12.2 If either party to this Sub-Licence is prevented or delayed in the performance of any of its obligations under this Sub-Licence by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

13. ASSIGNMENT

- 13.1 Neither this Sub-Licence nor any of the rights and obligations under it may be assigned or sub-licensed by the Sub-Licensee without obtaining the prior written consent of Jisc Collections and the Publisher, such consent not to be unreasonably withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Sub-Licence and agrees to be bound to all the terms of this Sub-Licence.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1 This Sub-Licence shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Sub-Licence will be subject to and within the jurisdiction of the English courts.
- 14.2 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Chief Executive Officer of Jisc Collections and the current Vice Chancellor of the Sub-Licensee. Where the parties agree that a dispute arising out of or in connection with this Sub-Licence would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- 14.3 Any person to whom a reference is made under Clause 14.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.
- 14.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 14.5 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.

15. NOTICES

- 15.1 All notices required to be given under this Sub-Licence shall be given in writing in English and sent by courier, or special delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Sub-Licence, and all such notices shall be deemed to have been received three (3) days after the date of posting in the case of special delivery or despatch in the case of courier:

if to Jisc Collections:

Caren Milloy
Director of Licensing
Jisc Collections
15 Fetter Lane
London EC4A 1EW
caren.milloy@jisc.ac.uk

if to the Publisher:

Company Secretary
BSI
389 Chiswick High Road
London
W4 4AL
company.secretary2@bsigroup.com

Form] if to the Sub-Licensee: [As stated in the Subscription Order and Acceptance

16. GENERAL

- 16.1 This Sub-Licence, its Schedules and Annexes constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 16.2 The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Sub-Licence and any reference to this Sub-Licence shall include the Schedules and Annexes.
- 16.3 The invalidity or unenforceability of any provision of this Sub-Licence shall not affect the continuation in force of the remainder of this Sub-Licence.
- 16.4 The rights of the parties arising under this Sub-Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Sub-Licence or of any breach of this Sub-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 Sub-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.
- 16.5 The parties will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery. The parties represent and affirm that no bribes or corrupt actions have or will be offered, given, received or performed in relation to the procurement or performance of this Sub-Licence. For the purposes of this clause, "bribes or corrupt actions" means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws. The Sub-Licensee will not, directly or indirectly, make any such payment while this Sub-Licence is in effect.

SCHEDULE 1 – CHARGES AND PAYMENT TERMS

1. By completing the Subscription Order and Acceptance Form as part of the Licence Subscriptions Manager, the Sub-Licensee accepts the terms of this Sub-Licence and accepts that it must pay to Jisc Collections the total sum of the Charge(s) for the whole term of this Sub-Licence in accordance with the applicable Jisc Collections charging band. Jisc Collections will invoice the Sub-Licensee annually for the applicable charge as set out below. All prices are exclusive of VAT, which will be payable where applicable.
2. The Sub-Licensee further accepts that in order to qualify for the Charges as set out below, the Sub-Licensee needs to be a current and paid-up BSI Member. BSI Membership fees are levied directly by BSI Standards Ltd. Jisc Collections reserve the right to terminate access to the Licensed Material for Sub-Licensees that are in default of their Membership fees.
3. For the avoidance of doubt, the term of this Sub-Licence will commence upon the date as set out in the Subscription Order and Acceptance Form and will remain in full force and effect until the date of termination as set out in Clause 9.
4. In the event that the Sub-Licensee completes the Subscription Order Confirmation and Acceptance Form during a given year, the Sub-Licensee shall pay Licence Subscriptions Manager that part of the applicable Charge which represents the period covering the date as set out in the Subscription Order and Acceptance Form up to the date where the next 12 months subscription period starts. Thereafter the Sub-Licensee will pay to Jisc Collections the full applicable Charge(s) for subsequent years as and where applicable.
5. Banding and Charges

Higher Education

British Standards Online (BSOL)

Jisc Band	2020-21	2021-22	2022-23
Bands 1-2	£21,235.00	£21,235.00	£21,235.00
Bands 3-5a	£20,236.00	£20,236.00	£20,236.00
Bands 5b-8	£18,862.00	£18,862.00	£18,862.00
Bands 9-10	£17,474.00	£17,474.00	£17,474.00

Unadopted ISO (add-on to BSOL)

Jisc Band	2020-21	2021-22	2022-23
Band 1-2	£5,039.00	£5,039.00	£5,039.00
Band 3-5a	£4,803.00	£4,803.00	£4,803.00
Band 5b-8	£4,476.00	£4,476.00	£4,476.00
Band 9-10	£4,147.00	£4,147.00	£4,147.00

BSI Eurocodes PLUS

Jisc Band	2020-21	2021-22	2022-23
All Bands	£1,650	£1,650	£1,650

Further Education

Further Education can create custom collections of standards as priced below:

BSOL Custom Collections Size (number of documents) FULL PRINT & DOWNLOAD	2020/21	2021/22	2022/23
400	£2,530	£2,530	£2,530
200	£1,739	£1,739	£1,739
100	£1,241	£1,241	£1,241
50	£998	£998	£998
25	£595	£595	£595

BSOL Custom Collections Size (number of documents) VIEW ONLY	2020/21	2021/22	2022/23
400	£1,265	£1,265	£1,265
200	£870	£870	£870
100	£620	£620	£620
50	£499	£499	£499
25	£297	£297	£297

Full Collection available to FE on Quote basis.

All above pricing excludes VAT.

6. Jisc Collections will invoice the Sub-Licensee for the Transaction Management Charge as follows:

Charge payable by Sub-Licensee (p/a) exc VAT	Transaction Management Charge (p/a) exc VAT
<£1,000	£50
£1,000 to £10,000	£100
>£10,000	£200

Further Education Transaction Management Charges will be £50 for all invoices over £600.

7. Invoices shall be due and payable by the Sub-Licensee no later than thirty (30) days after being issued by Jisc Collections.

SCHEDULE 2 – LICENSED MATERIAL

The Licensed Material will consist of the following, as selected by the Sub-Licensee:

- British Standards Online (BSOL)
- Unadopted ISO (add-on to BSOL)
- Eurocodes Plus

SCHEDULE 3 – INDUSTRY STANDARDS

The Publisher agrees, where possible to implement the following industry standards to enhance access and use of the Licensed Material.

The Publisher will aim to:

1. Provide the Sub-Licensee with fully COUNTER-compliant or equivalent usage statistics every three months (www.projectcounter.org, and www.jisc-collections.ac.uk/Guide-for-Publishers/_industry_standards/User-statistics);
2. Implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol (www.niso.org/workrooms/sushi);
3. Use all reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in and www.jisc-collections.ac.uk/Guide-for-Publishers/industry_standards/Accessibility-standards) to ensure that the Licensed Material is accessible to all Authorised Users;
4. Use all reasonable efforts to meet the Open URL Standard (www.niso.org/kst/reports/standards?step=2&gid=&project_key=d5320409c5160be4697dc046613f71b9a773cd9e) to ensure that Authorised Users can discover the Licensed Material;
5. Provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material.

ANNEX 1 – SUBSCRIPTION ORDER AND ACCEPTANCE FORM (EXAMPLE)

 Basket  Saved items

Review Basket	Order options	Subscription Order and Acceptance Form	Order complete
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Basket contents

[Edit shopping basket](#)

Items for immediate subscription

Item	Type	Starts	Expires	Price
Resource with annual subscription fees and admin fee	Annual			

SUBTOTAL

Admin fee

VAT

TOTAL

Payment options

[Edit payment options](#)

PO number:

Payment type:

Designated Site Representatives

Select up to three ☐
designated site ☐
representatives that you ☐
would like to associate
with this order:

Sublicence priced orders

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

 [Sub-Licence Agreement.doc](#)

It should be NOTED that by clicking on the 'I Confirm and Place Order' button, your Institution is legally bound to pay for each Licence the full total relevant fee to their Institution from the start date until the expiry date of such Licences as set out in this Form. Please note that this only applies to non NESLI2 orders.

[I Confirm and Place Order](#)