VIP LICENCE AGREEMENT

This licence (License) permits certain restricted uses of Cambridge University Press material and is issued by the Chancellor, Masters, and Scholars of the University of Cambridge acting through its department Cambridge University Press of University Printing House, Shaftesbury Road, Cambridge CB2 8BS, UK (Cambridge, we, us).

<table>
<thead>
<tr>
<th>Licensee (you, your)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensed Material</td>
<td></td>
</tr>
</tbody>
</table>

**Authorised Purpose**

To hold the Licensed Material in the form of electronic files, supplied by Cambridge, and the file format modified as necessary by the Licensee; or created from the print edition(s) by the Licensee, in order to make the Licensed Material available to such of the Licensee’s students who require the Licensed Material for the course for which they are registered, but whose disability prevents them from using the Licensed Material in the formats that are commercially available (the ‘Authorised Students’).

**Authorised Users**

Authorised Students and Licensee’s staff responsible for the creation, manufacture and secure distribution of electronic files in the appropriate format.

**Commencement Date**

The date on which you receive the Licensed Material from Cambridge.

**Licence Period**

The period commencing upon the Commencement Date and continuing for the duration of the Authorised Purpose, unless terminated earlier in accordance with Clause 6.

**Secure Network**

A closed network which is password protected, only accessible to Authorised Users and where the identity of users is authenticated at the time of log in.

**TERMS AND CONDITIONS**

By signing this Licence and in consideration of the rights granted by Cambridge to you hereunder, you agree to be bound by and to comply with the following terms and conditions:

1. **GRANT OF LICENCE**

Cambridge hereby grants you the non-exclusive right to use the Licensed Material during the Licence Period and in line with the Authorised Purpose only.

2. **PRINT EDITION AND ELECTRONIC FILES**

   a. The Licensee shall have purchased at least one print copy of the Licensed Material for its library or, if the Licensed Material is a journal, shall have a current subscription to the said journal or shall have purchased the relevant single part.

   b. Where the Licensee is responsible for the digitisation of the print edition of the Licensed Material it shall use its best endeavours to ensure the accuracy of the resultant electronic files.

   c. The Licensee shall own the electronic files of the Licensed Material it has modified or created but the use of the said electronic files shall be governed by the terms of this Licence.

   d. Where electronic files of the Licensed Material are initially supplied to the Licensee by Cambridge, the said files are supplied ‘as is’ and Cambridge shall have no liability for any loss or damage incurred by the Licensee through the use of the said files.

3. **YOUR OBLIGATIONS**

   You warrant and represent that you shall:

   a. ensure that the Licensed Material is stored on a Secure Network;

   b. ensure that access to the Licensed Material stops immediately in respect of any individual Authorised User in the event they cease to be a staff member or student of the Licensee;

   c. take all reasonable measures to monitor the use of the Licensed Material;

   d. supervise and control use of the Licensed Material and procure that Authorised Users use the Licensed Material solely for the Authorised Purpose and in accordance with the terms of this Licence; and

   e. promptly notify Cambridge on becoming aware of any unauthorised possession or use or other breach of this Licence and take appropriate action (including disciplinary action) to ensure that such activity ceases and to prevent any recurrence.

4. **RESTRICTED ACTS**

   Neither you nor any Authorised Users may:

   a. permit or provide access to the Licensed Material to anyone other than an Authorised User; or

   b. display or distribute any part of the Licensed Material in any way which is not expressly permitted under this Licence, including on any electronic, digital or internet/online network; or

   c. make available the Licensed Material in any other form or medium not expressly permitted under this Licence; or

   d. create derivative works from the Licensed Material (or any part thereof) without Cambridge’s prior written permission.

5. **COPYRIGHT**

   a. The Licensee shall ensure that the copyright notice as it appears on the imprints page of the Licensed Material is
reproduced in electronic form as soon as the Licensed Material is accessed on a computer screen.

b. Cambridge disclaims all liability for the use by the Licensee of any materials in the Licensed Material, including extracts, tables or illustrations, reproduced from other publications or sources where acknowledgement of permission to include such materials is made to a third party.

6. TERMINATION
   a. Without affecting any other right or remedy available to Cambridge, we may terminate this Licence with immediate effect by giving notice to you:
      (i) if you commit a material breach of any term of this Licence which breach is irremediable or (if such breach is remediable) fail to remedy that breach within a period of 14 (fourteen) days after being notified to do so; or
      (ii) if you challenge or dispute our ownership of, or rights in, the Licensed Material or the validity of those rights.

   b. Without limiting Cambridge’s rights in Clause 6a above, this Licence shall terminate automatically and without notice as soon as the Licensee ceases using the Licensed Material.

   c. Upon termination or expiry of this Licence:
      (i) all rights and authorisations granted by Cambridge to you under this Licence shall automatically terminate and immediately revert to us; and
      (ii) you and all Authorised Users shall immediately cease all use of the Licensed Material, and shall, at Cambridge’s option and according to its instructions, immediately return to Cambridge or destroy all Licensed Material in your possession or subject to your control including from back-up systems and any cached Licensed Material within your control.

7. GOVERNING LAW
   This Licence, and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any such dispute or claim.

ACCEPTED AND AGREED:

YOUR SIGNATURE: _______________________________________________________

DATED: _______________________________