

General Licence (for Organisations)

Use of SPECTRUM Standard

Provided that the Licensee accepts these terms and conditions by completing the Registration Details and clicking the “accept” button at the end of the same the Licensee will be granted the right to use the Licensed Material at the Site on the terms and conditions of this Licence.

1. Definitions

1.1 In this Licence the following words and expressions shall have the following meanings:

"Affiliate" any wholly-owned subsidiary of the Registered Organisation (where subsidiary has the meaning given in Section 736 Companies Act 1985) and any other Organisation controlled by the same Board of Trustees or other governing body (including, for the avoidance of doubt, a local authority) as controls the Registered Organisation

"the Authentication System" completion of the Registration Details together with “click-through” acceptance of these terms and conditions and/or other authentication system satisfactory to MDA by which the Licensee will ensure that only Authorised Users are given access to the Licensed Material electronically online

"Authorised User" an individual

(i) who at the Effective Date is employed by or engaged under contract to the Licensee (whether on a temporary permanent or visiting basis) or who is studying at the Licensee

whether at the Site or off Site or who is working for the Licensee as a volunteer or who during the Licence Period becomes employed by or engaged under contract to or commences studying at the Licensee or commences work for the Licensee as a volunteer;

- (ii) whom the Licensee wishes to authorise to have access to the Licensed Material;
- (iii) who can access the Licensed Material onsite from a computer or terminal on the Licensee's Secure Network or offsite via a modem link to a computer or terminal which has a valid Internet Protocol address or domain name and is connected to the Licensee's Secure Network; and
- (iv) who has been notified by the Licensee of the restrictions on use of the Licensed Material which include the restrictions contained in Clause 2.3 of this Licence

"Collective Work"

the Licensed Material in its entirety in unmodified form along with a number of other separate and independent works, assembled into a collective whole

"Competition"

creation and/or distribution in any medium whether for monetary reward or not of material that competes with the Licensed Material or any other publication of MDA

"Commercial Re-Use"	use for the purposes of monetary reward by means of the sale resale transfer rental or other form of exploitation of the Licensed Material, including the incorporation of the Licensed Material into Derivative Works and/or software which are to be sold resold transferred rented or otherwise exploited
"Derivative Work"	any work created by the editing, modification, adaptation or translation of the Licensed Material in any media (however a work that constitutes a Collective Work will not be considered a Derivative Work for the purpose of this Licence)
"Effective Date"	the date of completion by the Licensee of the Registration Details
"Intellectual Property"	copyright database right patents design rights and trade marks whether registered or unregistered and all other industrial commercial or intellectual property rights existing in any jurisdiction and all rights to apply for the same
"Item"	a component part of the Licensed Material being a book procedure a chapter a unit of information HTML pages a header an index an abstract a table a figure a Portable Document Format document a list of contents or any combination of the foregoing
"the Licensed Material"	the version of SPECTRUM, the UK documentation standard, current from time to time which is protected by copyright and which is published and made available by MDA in electronic form online under the terms of this Licence

"the Licensee"	the Registered Organisation and any Affiliate
"the Licensee's Server"	the computer hardware from which the Licensee provides online access to the Licensed Material over the Secure Network to Authorised Users
"MDA"	MDA (Europe), a company registered under the laws of England and Wales (company number 1300565) and whose registered office is at The Spectrum Building, The Michael Young Centre, Purbeck Road, Cambridge, Cambridgeshire, CB2 2PD
"MDA's Server"	the computer hardware from which MDA will make the Licensed Material available for retrieval by the Licensee (including for the avoidance of doubt any computer hardware that provides hardware on behalf of MDA)
"Network"	the communication network or networks (including, for the avoidance of doubt, the Internet) which link together through computer software and/or telecommunication satellite cable or broadcasting services or through any other medium the Licensee's Server and the computer terminals of the Authorised Users and MDA's Server and the Licensee's Server
"Person"	any person firm company or legally constituted Organisation or organisation or other legal entity
"Prohibited Use"	use of the whole or any part or parts of the Licensed Material for the purposes of Competition or any Commercial Re-Use or in Collective Works or other

collections of data. For the avoidance of doubt use by the Licensee or by an Authorised User of the Licensed Material in the ordinary course of the Licensee's collections management and documentation activities is not a Prohibited Use

"Registration Details"

the information requested on the previous screen namely the name and address of the Registered Organisation the nominated geographical Site details of the Registered Organisation's liaison officer and details of any Affiliate

"Registered Organisation"

the Organisation in whose name the terms of this Licence have been accepted by completing the Registration Details and clicking the "accept" button

"Rights"

the non-exclusive non-transferable right for the Licence Period in relation to the whole or any part of the Licensed Material but only at the Site:

- (a) to effect a link between the Licensee's Server and MDA's Server;
- (b) to access via the link the Licensed Material held on MDA's Server and retrieve and store it on the Licensee's Server;
- (c) subject always to the provisions of Clause 5.1 and in each case for the purposes only of the management and documentation of the collections of the Licensee the training of the Licensee's staff and the production of in-house training materials to give access to the Licensed Material from the Licensee's Server over the Secure Network to Authorised Users

and to permit Authorised Users who are employed by engaged under contract to or studying at the Licensee to:

- (i) search view retrieve display on and download onto and store on the hard disc of the Authorised User's computer terminal situated at the Site ie on any internal/intranet onsite and/or (via the Authentication System) to a computer terminal situated at such Authorised User's residential or work premises ie offsite the Licensed Material; and
- (ii) print off the Licensed Material

"Secure"

with regard to the Licensee's Server or Network from which access to Authorised Users is to be given means only a server or network or networks over which the Licensee can exercise control so as to comply with the terms of this Licence. A cache server or other server or network which can be accessed remotely by unauthorised users is not secure for these purposes

"the Site"

the geographical site or sites nominated by the Licensee from which Authorised Users can via the Authentication System access the Licensed Material through the Licensee's Server or Secure Network located at the Site or remotely via the Site and which is (or are) designated for access in the Registration Details completed by the Licensee. If the Licensee

occupies more than one geographical site this Licence will cover each geographical location from which the Licensee wishes to provide access to the Licensed Material.

2. Grant of Rights

- 2.1 In consideration of the agreement by the Licensee to abide by the terms of this Licence MDA will on the completion by the Licensee of the Registration Details and acceptance by the Licensee of those terms grant to the Licensee for the duration of this agreement the Rights.
- 2.2 Nothing contained in this Licence gives the Licensee or any Authorised User any rights in the Intellectual Property or confidential information of MDA and/or its licensors in the Licensed Material.
- 2.3 Neither the Licensee nor any Authorised User shall use the Licensed Material for any Prohibited Use or store transiently or permanently on any medium transfer transmit reproduce loan to any third party publish or otherwise exploit modify create derivative works from or combine with other material the Licensed Material except to the extent necessary to exercise the Rights granted by this Licence.
- 2.4 For the avoidance of doubt individuals will automatically cease to be Authorised Users immediately upon ceasing to be employed by engaged under contract to or ceasing to study at the Licensee, or ceasing to work for the Licensee as a volunteer.
- 2.5 The MDA reserves the right at any time to withdraw from the Licensed Material any Item included in it:
 - 2.5.1 if MDA ceases for whatever reason to publish the publication from which such Item is taken or otherwise no longer retains the right to publish the Item;

2.5.2 if in MDA's sole discretion MDA believes that there is at least a reasonable chance that publication of it would amount to an infringement of copyright database right defamation or any other unlawful act. On receipt of notice from MDA of withdrawal of an Item or Items the Licensee shall immediately cease all distribution in any and all media of the withdrawn item or items and delete them from the Licensee's Service and will erase or delete or otherwise destroy all copies in whatever format and certify to MDA that this has been done. The MDA shall have the right at its own expense to appoint an independent auditor to verify such actions and the Licensee shall co-operate with such auditor to provide such verification.

2.6 For the avoidance of doubt, the Rights apply to the Licensed Material only and do not apply to previous editions thereof.

3. Duration of Licence

This Licence shall commence on the Effective Date and shall remain in effect until terminated in accordance with Clause 8.

4. Obligations of MDA

4.1 The MDA shall:

4.1.1 use all reasonable endeavours to ensure that MDA's Server or Servers have sufficient capacity bandwidth and rate of connectivity to provide the Licensee with a quality of service comparable with the current standards in the World Wide Web online information provision industry;

4.1.2 provide to the Licensee all information necessary to access the Licensed Material online;

4.1.3 use all reasonable endeavours to restore access to the Licensed Material so soon as possible in the event of an interruption or suspension of availability.

5. Obligations of the Licensee

5.1 The Licensee warrants that the Registration Details are correct and that the Registered Organisation's liaison officer has the authority to accept the terms and conditions of this Licence.

5.2 The Licensee shall:

5.2.1 amend Registration Details promptly whenever any change becomes necessary;

5.2.2 obtain at its cost all telecommunications and other equipment and software (including an Internet browser and Portable Document File reader) together with all relevant software licences necessary to access the Licensed Material from MDA's Server and disseminate it over the Secure Network at the Site;

5.2.3 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material and that all Authorised Users abide by the provisions of Clause 2.3 of this Licence;

5.2.4 ensure that Authorised Users regularly check that they are using the Licensed Material and not previous editions thereof;

5.2.5 as soon as practicable on becoming aware of any claim by any third party that the Licensed Material infringes an Intellectual Property or proprietary right of any third party notify MDA of such claim;

5.2.6 so soon as practicable after becoming aware of any breach by an Authorised User of the terms of this Licence ensure no further breach occurs in

accordance with the Licensee's standard practice and notify MDA in writing of such breach; and

5.2.7 as soon as practicable after becoming aware of any Prohibited Use or other unauthorised use of the Licensed Material by a third party notify MDA of such use.

6. The MDA's Warranties

6.1 The MDA warrants that it has the right to license the Rights granted to the Licensee under this Licence.

6.2 The warranty set out in Clause 6.1 is in lieu of all warranties terms and conditions whether implied by or arising under statute or common law custom trade usage or course of dealing between the parties or otherwise all of which are hereby excluded to the fullest extent permitted by law. While every effort will be made to ensure that the Licensed Material is kept accurate and up to date, the Licensed Material is provided on an 'as is' and 'as available' basis and accordingly MDA does not give any warranty express or implied or make any representation:

6.2.1 that the Licensed Material will be suitable for any particular requirement of the Licensee or of any Authorised User for any particular use by the Licensee or by any Authorised User under specific conditions even if such requirement or use or conditions may be known to MDA; or

6.2.2 that MDA's online service will operate error free or without interruption or that any errors will be corrected.

7. Limitation of MDA's Liability

7.1 MDA's liability to the Licensee shall be limited:

- 7.1.1 to exclude altogether liability howsoever arising for loss of profits loss of business or of anticipated savings loss of goodwill loss of reputation loss of statutory penalties loss or corruption of data (whether of the Licensed Material or of other data and whether caused by processing transmission of it or the Licensee's failure to ensure software compatibility or carry out appropriate virus checks) and for any other type of special indirect incidental or consequential loss or damage whether arising from negligence breach of contract or howsoever caused. All implied warranties, terms, conditions and obligations are hereby excluded to the fullest extent permitted by the law;
- 7.1.2 to exclude altogether any liability for loss or damage suffered or incurred by the Licensee howsoever caused resulting from use of an out of date version of the Licensed Material;
- 7.1.3 if notwithstanding the provisions of clauses 7.1.1 and 7.1.2 MDA is held to be liable to the Licensee for any reason (except liability for death or personal injury), MDA's aggregate liability to the Licensee shall not exceed the price at the Effective Date of the hard copy version of the Licensed Material.

8. **Termination**

8.1 This Licence may be terminated by:

8.1.1 either party by giving seven days' notice in writing to the other if the other party commits any material or persistent breach of any term of this Licence and (in the case of a breach capable of being remedied) shall have failed within 30 days after the receipt of a written request to remedy the same;

8.1.2 MDA giving three months' notice in writing to the Licensee.

9. **Effect of Termination**

9.1 On termination of this Licence for any reason:

9.1.1 the Licensee shall immediately cease to make available to Authorised Users the whole or any part of the Licensed Material;

9.1.2 the Licensee shall within seven days delete all copies of the Licensed Material held on the Licensee's Server or Network or which are otherwise in its possession or under its control and shall certify to MDA that this has been done and that no copies in any media have been retained.

10. Assignment

10.1 This Agreement is personal to the Licensee. Except as expressly permitted under this Agreement, the Licensee shall not be entitled to assign, transfer, sub-contract or in any other manner pass to any third party the benefit and/or burden of this Agreement without the prior written consent of MDA.

10.2 The Licensee shall be entitled to assign the benefit and burden of this Agreement to a party taking over or acquiring the undertaking assets and liabilities of the Licensee provided the Licensee notifies MDA in advance of such assignment.

10.3 MDA shall be entitled to assign the benefit and burden of this Agreement to a party taking over or acquiring the undertaking, assets and liabilities of MDA.

11. Dispute Resolution

11.1 If any dispute arises out of this Agreement the parties will attempt to settle it by negotiation.

11.2 If any dispute arises out of this Agreement which cannot be settled by negotiation, the parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure (“the Model Procedure”).

12. Miscellaneous

- 12.1 Neither party shall in any way represent itself as being the other or an agent, partner, employee or representative of the other and shall not hold itself out as such or as having any power or authority to incur any obligation of any nature whether express or implied on the other's behalf.
- 12.2 Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure, namely, unforeseeable circumstances outside that party's control including (but not limited to) fire, flood, storm, sabotage, strikes or lock-outs riot, war, acts of terrorism, rebellion or acts of local government or parliamentary authority. Each of the parties shall give notice forthwith to the other upon becoming aware of an event of force majeure.
- 12.3 Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of all or any part of this Agreement nor prejudice that party's rights to take subsequent action.
- 12.4 In the event that any of the terms, conditions or provisions of this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions or provisions which shall continue to be valid to the fullest extent permitted by law.
- 12.5 The parties hereby agree that this Agreement shall be governed by and interpreted in accordance with English Law, and hereby submit to the exclusive jurisdiction of the High Court of Justice in England.
- 12.6 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Please [click here](#) to confirm the Licensee's acceptance of the above terms and conditions.