



**Licence Agreement for Access to  
the IPM Impact Side-Effects Database**

**THIS LICENCE IS AGREED ON .....**

**BETWEEN**

**IPM Impact** with offices at Gierkensstraat 21, 3511 Hasselt, Belgium and herewith referred to as "the Publisher"

And:

**Organizational Name:**

.....

with offices at

.....

.....

.....

Herewith referred to as "the Licensee".

**WHEREAS** the Publisher owns the copyright in the IPM Impact Side-Effects Database and holds the rights granted under this Licence.

**WHEREAS** the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the licence to use the rights for the Fee, 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:

**Authorized Users** Members of the staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently working at the Licensee's company or institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work or study and who have been issued by the Licensee with a password or other authentication, together with other persons who are permitted to use the Licensee's library or information service and access the Secure Network.

**Commercial Use** Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials.

**Fee** The Fee set out in Schedule 1 or in new Schedules to this Licence which may be agreed by the parties from time to time.

**Licensed Materials** IPM Impact Side-effects Database

**Secure Network** A network, whether a standalone network or a virtual network within the Internet, which is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.

**Server** The server, either the Publisher's server, its Agent's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.



## **2. AGREEMENT**

- 2.1 The Publisher agrees to grant to the Licensee the non-exclusive and non-transferable right to give Authorized Users perpetual access to the Licensed Materials via a Secure Network for the purposes of advisory, research and teaching, subject to the terms and conditions of this Licence, and the Licensee agrees to pay the Fee.
- 2.2 This Licence shall commence on receipt of payment for the Licensed Materials. The terms of the Licence shall remain in force in perpetuity, unless the parties have previously agreed to terminate it.

## **3. USAGE RIGHTS**

- 3.1 The Licensee, subject to clause 6 below, may:
  - 3.1.1 Access the Licensed Materials via the Publisher's Server, the Publisher's Agent's server or the Licensee's own server, in the case of local loading of the Licensed Materials;
  - 3.1.2 Allow Authorized Users to have access to the Licensed Materials from the server via secured network;
  - 3.1.3 Use the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.
- 3.2 Authorized Users may, subject to clause 6 below:
  - 3.2.1 Search, view and display the Licensed Materials;
  - 3.2.2 Use the information in the Licensed Material for recommendation
- 3.3 Nothing in this Licence shall in any way exclude, modify or affect any of the Licensee's rights under current copyright legislation.



#### **4. PROHIBITED USES**

- 4.1 Neither the Licensee nor the Authorized User may:
- 4.1.1. Systematically make print or electronic copies of the Licensed Materials for any purpose;
  - 4.1.2. Mount or distribute any part of the Licensed Materials on any electronic network, including without limitation the Internet and the World Wide Web, other than the secure network;
- 4.2 The Publisher's explicit written permission must be obtained in order to:
- 4.2.1 Use all or any part of the Licensed Materials for any Commercial Use, Registration Purposes included;
  - 4.2.2 Systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users;
  - 4.2.3 Publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this Licence;
  - 4.2.4 Alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen, or as otherwise permitted in this Licence, to Authorized Users.

#### **5. PUBLISHER'S UNDERTAKINGS**

- 5.1 The Publisher warrants to the Licensee that the Licensed Materials do 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 has amended the Licensed Materials in any way not permitted by this Licence.
- 5.2 The information contained in the Licensed Materials, including any expression of opinion and any projection or forecast, has been obtained from or is based upon sources believed by the Publisher to be reliable but is not guaranteed as to accuracy or completeness. The information is supplied without obligation and on the understanding that any person who acts upon it or otherwise changes his/her position in reliance thereon does so entirely as his/her own risk.



- 5.3 The Publisher shall:
- 5.3.1 Make the Licensed Materials available to the Licensee from the Server or in the media. The Publisher will notify the Licensee in advance of any major anticipated specification change applicable to the Licensed Materials.
  - 5.3.2 Upon receipt of the signed Licence, provide the Licensee promptly with information sufficient to enable the Licensee to access the Licensed Material for one year.
  - 5.3.3 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.
  - 5.3.4 Use reasonable endeavours to make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.
- 5.4 The Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an item which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.
- 5.5 UNDER NO CIRCUMSTANCES SHALL THE PUBLISHER BE LIABLE TO THE LICENSEE OR ANY OTHER PERSON, INCLUDING BUT NOT LIMITED TO AUTHORIZED USERS, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE INABILITY TO USE, OR THE USE OF, THE LICENSED MATERIALS. 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 FEE PAID BY LICENSEE TO THE PUBLISHER UNDER THIS LICENCE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.



## 6. LICENSEE'S UNDERTAKINGS

- 6.1 The Licensee shall:
- 6.1.1 Use reasonable endeavours to ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Licensed Materials and of the sanctions which the Licensee imposes for failing to do so;
  - 6.1.2 Use reasonable endeavours to notify Authorised Users of the terms and conditions of this Licence and take steps to protect the Licensed Materials from unauthorised use or other breach of this Licence;
  - 6.1.3 Use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorized 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;
  - 6.1.4 Where appropriate, issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
  - 6.1.5 Provide the Publisher, within 30 days of the date of this Agreement, with information sufficient to enable the Publisher to provide access to the Licensed Materials in accordance with its obligation under clause 5.3.2. 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;
  - 6.1.6 Use all reasonable endeavours to ensure that only Authorized Users are permitted access to the Licensed Materials.
- 6.2 SUBJECT TO LAW, THE LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD THE PUBLISHER HARMLESS FROM AND AGAINST ANY LOSS, DAMAGE, COSTS, LIABILITY AND EXPENSES, INCLUDING REASONABLE LEGAL AND PROFESSIONAL FEES, ARISING OUT OF ANY CLAIM OR LEGAL ACTION TAKEN AGAINST THE PUBLISHER RELATED TO OR IN ANY WAY CONNECTED WITH ANY USE OF THE LICENSED MATERIALS BY THE LICENSEE OR AUTHORIZED USERS OR ANY FAILURE BY THE LICENSEE TO PERFORM ITS OBLIGATIONS IN RELATION TO THIS LICENCE, PROVIDED THAT NOTHING IN THIS LICENCE SHALL MAKE THE LICENSEE LIABLE FOR BREACH OF THE TERMS OF THE LICENCE BY ANY AUTHORIZED USER PROVIDED THAT THE LICENSEE DID NOT CAUSE, KNOWINGLY ASSIST OR CONDONE THE CONTINUATION OF SUCH BREACH TO CONTINUE AFTER BECOMING AWARE OF AN ACTUAL BREACH HAVING OCCURRED.
- 6.3 The Licensee shall, in consideration for the rights granted under this Licence, pay the Fee within thirty (30) days of receipt of invoice and, if applicable, within thirty (30) days of receipt of invoice relating to each subsequent Subscription Period.



## **7. UNDERTAKINGS BY BOTH PARTIES**

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

## **8. TERM AND TERMINATION**

8.1 This Licence shall be terminated:

8.1.1 If the Licensee defaults in making payment of the Fee as provided in this Licence and fails to remedy such default within thirty (30) days of notification in writing by the Publisher;

8.1.2 If either party commits a material or persistent breach of any term of this Licence and fails to remedy the breach, if capable, within thirty (30) days of notification in writing by the other party;

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

8.2 On termination all rights and obligations of the parties automatically terminate except for obligations in respect of Licensed Materials to which access continues to be permitted;

8.3 On termination of this Licence for cause, as specified in clauses 8.1, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorized Users.

## **9. GENERAL**

9.1 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.

9.2 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.

9.3 This Licence may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, except as provided in this Licence in respect of the Agent and the management and operations they serve, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

9.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its best endeavours to ensure that the terms and conditions of this Licence are maintained.

9.5 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 14 days of posting.

- 9.6 Neither party's delay or failure to perform any provision of this Licence, as 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.
- 9.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
- 9.8 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.

**For and on behalf of the Licensee**

Signed: .....

Name: .....

Position: .....

Date: .....

**For and on behalf of the Publisher**

Signed: .....

Name: Guido Sterk

Position: Managing Director IPM Impact

Date: .....





## SCHEDULE 1

### FEE PAYABLE BY LICENSEE

The Fee payable by the Licensee for annual access to the IPM Impact Side-Effects Database shall be as follows:

Data Fee:

Title	Initial Subscription Period	Fee
IPM Impact Side-Effects Database 1 to 5 simultaneous users	1 year subscription	€ 500 per user
IPM Impact Side-Effects Database 6 to 10 simultaneous users	1 year subscription	€ 450 per user
IPM Impact Side-Effects Database 10-20 simultaneous users	1 year subscription	€ 400 per user
IPM Impact Side-Effects Database 20-50 simultaneous users	1 year subscription	€ 350 per user

**For and on behalf of the Licensee**

Signed: .....

Name: .....

Position: .....

Date: .....

**For and on behalf of the Publisher**

Signed: .....

Name: Guido Sterk

Position: Managing Director

Date: .....