



ELECTRONIC PRODUCTS LICENCE AGREEMENT

THIS AGREEMENT is made on *date*

between

Academic Institution name
Address

and

The CYC-Net Press, PO Box 23199, Claremont, 7735, Western Cape South Africa

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

In this License, the following terms shall have the following meanings:

Licensed Material (Current and Archival)

The e-journal *Relational Child and Youth Care Practice*.



Current Materials

The Licensed Material covered by the current period of subscription.

Archival Materials

The Licensed Materials to which perpetual access has been granted, consisting of all materials except the current volume.

Authorized Users

All current students, staff, and faculty of *Institution*, whether part-time, full-time, permanent, contract, adjunct, or visiting; researchers associated with *Institution*; and retired faculty and staff with Emeritus, or equivalent status; regardless of the physical location of such persons.

Walk-In Users

Individual members of the public are considered Walk-In Users and shall be deemed to be Authorized Users of Archival Materials only, while they are physically on the premises of *Institution*. For the avoidance of doubt, Walk-In Use is intended for individual users, not as a substitution for a license by another institution.

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Electronic Learning Environments

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2. LICENSE GRANT

2.1 The CYC-Net Press hereby grants to *Institution*, subject to and in accordance with the terms of this License, a non-exclusive license to access and use the Licensed Material at the sites of *Institution* or remotely, through secure authentication.

2.2 In consideration for the above licencing, *Institution* undertakes to pay to CYC-Net an annual subscription fee in the amount of \$ *amount*, reviewable annually to the agreement of both parties.

3. PERMITTED USES

3.1 *Institution* may allow Authorized Users to:

3.1.1 ACCESS and USE the Licensed Material from the premises of *Institution*, or remotely via secure authentication, in order to search, retrieve, display and view the Licensed Material.

3.1.2 SAVE AND DISTRIBUTE. Copy and save parts of the Licensed Material for personal, scholarly, or educational use, and for distribution to Authorized Users in printed or electronic form via such methods as (but not limited to) email, Electronic Learning Environments, and in person.

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3.1.7 FAIR DEALING / CREATIVE COMMONS. Nothing in this agreement restricts the rights of Authorized Users under the doctrine of "fair dealing" as defined under the laws of Canada, or as permitted under Creative Commons licensing.

3.1.8 ALTER or MODIFY the Licensed Material as necessary to provide an equivalent level of service to Authorized Users with appropriately documented print or other disabilities.

3.1.9 COURSE PACKS/ELECTRONIC RESERVES/VIRTUAL LEARNING. Authorized Users may incorporate parts of the Licensed Material in course packs, study packs, resource lists, slideshows, handouts and in any other material (including but not limited to multimedia works) to be used in the course of instruction and/or in Electronic Learning Environments, and to be distributed to Authorized Users via such methods as (but not limited to) email, Electronic Learning Environments, and in person. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorized Users.

3.1.10 FEDERATED SEARCH. Authorized Users may include the Licensed Material in federated, discovery or metasearch services.

3.1.11 DATA and TEXT MINING. Authorized Users may conduct research employing data or text mining of the Licensed Material and may disseminate results publicly for non-commercial purposes.

3.1.12 TRAINING AND MARKETING MATERIALS. Display, download, or print the Licensed Materials, including screenshots, for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.

4. PROHIBITED USES

4.1 COMMERCIAL USE. Use of the Licensed Material for the purposes of monetary reward by means of sale, resale, loan, transfer, hire or other form of exploitation. For the avoidance of doubt, recovery of direct costs incurred by the *Institution* in the course of providing access to Authorized Users or Walk-in Users (e.g. printing, photocopying, or administration fee), is not deemed to be Commercial Use.

4.2 SUBSTITUTION FOR LICENSE. No provision of this Agreement is intended to provide such substantial use as to constitute a substitution for an institutional license by a third party institution. For example, Walk-In User rights are designed for the provision of services to individuals, not blanket rights for all of the users of another institution.

5. CYC-NET PRESS UNDERTAKINGS

The CYC-Net Press shall:

5.1 Warrant to *Institution* that the total downtime directly attributable to the Server supporting the Licensed Material will amount to less than the equivalent of one full day in any given calendar month. In the event that the total downtime exceeds this amount, The CYC-Net Press will make appropriate restitution, such as providing a special discount equivalent to the amount of the excessive downtime to the product on the next renewal, extending the license term, or providing a refund.

5.2 Give prompt notice to *Institution* of any additions, modifications to, or deletions of the Licensed Material. Failure by The CYC-Net Press to provide such reasonable notice shall be grounds for immediate termination of the Agreement by *Institution*. If any modifications render the Licensed Material less useful to the *Institution*, the *Institution* may treat such modifications as a material breach under sections 7.2 and 7.3 of this Agreement.

5.3 Give prompt notice to *Institution* any significant change in business model with any resulting cost implications.

6. INSTITUTION UNDERTAKINGS

Institution shall:

6.1 Use reasonable efforts to ensure that access is restricted to Authorized Users, and that Authorized Users are made aware of, and comply with, the terms and conditions of this Agreement.

7. TERM AND TERMINATION

7.1 This Agreement shall commence on the date indicated on the first page of this Agreement, and shall apply to Current Materials for a period of 365 days thereafter and all Archival Materials in perpetuity. Subscriptions as indicated in number 2.2 above will automatically terminate at the end of the subscription period unless both parties have previously agreed to renew the subscription.

7.2 In the event that either party believes that the other materially has breached any obligations under this Agreement, such party shall notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the 30-day time period, the non-breaching party shall have the right to terminate the Agreement without further notice.

7.3 In the event of early termination permitted by this Agreement, *Institution* shall be entitled to a refund of a pro-rata portion of the subscription paid for any remaining period of the Agreement from the date of termination.

7.4 The CYC-Net Press hereby grants to *Institution* a non-exclusive, royalty-free, perpetual license to use all material added to the Licensed Material to which the *Institution* subscribed during the term of this Agreement. Usage of materials acquired in

this fashion shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement.

8. GENERAL

8.1 Warranty and Indemnification. The CYC-Net Press warrants that it holds the rights granted under this Agreement, and indemnifies and holds **Institution** 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 CYC-Net Press claiming actual or alleged infringement of such rights.

8.1 This Agreement signed by The CYC-Net Press and **Institution** shall comprise the complete terms and conditions of use.

8.2 Alterations to this Agreement are only valid if they are recorded in writing and signed by both parties.

8.3 Assignment. This Agreement may not be assigned by either party to any other person or organisation without the prior written consent of the other party, nor may either party sub-contract any of its obligations, except as provided in this Agreement in respect of the management and operation of the Server and the Licensor's Representative, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

8.4 Notice. Any notices to be served on either shall be sent by registered mail, courier or facsimile to the address of the other as its address for service of notices. Any such notice sent by registered mail shall be deemed to have been given 14 days after the date of posting the mail. Any such notice sent by courier or by facsimile shall be deemed to have been given on the date of receipt of the courier or facsimile.

8.5 Force Majeure. Neither party's failure to perform any provision of this Agreement, as a result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, "denial of service" or similar attacks, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

8.6 Waiver. Failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision.

8.7 Severability. If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.

8.7 If the parties disagree over an interpretation of this Agreement or whether a party is in breach of any part of this Agreement, the parties shall in good faith enter into negotiations to resolve the disagreement and discuss the feasibility of resolving the disagreement by mediation or other means short of litigation. The parties shall cooperate in good faith in pursuing mediation or other such means.

8.8 This Agreement shall be governed by and construed in accordance with the laws of Canada applicable therein, and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the courts of Canada.

Accepted:

INSTITUTION

THE CYC-NET PRESS

Name:

Name:

Position/Title:

Position/Title:

Signature:

Signature:

Date:

Date: