DATED

[ Insert Customer Name ]

and

[INFORMA HEALTHCARE]
(a trading division of Informa UK Limited)

Subscription Agreement [for Academic Institutions]
Date:

Parties:

1. <insert institution name> [a public institution incorporated under insert whose place of business is at <insert address> (“Client”); and

2. [Informa Healthcare] (a trading division of Informa UK Limited) a company registered in England and Wales with company number 1072954 whose registered office is at Mortimer House, 37-41 Mortimer Street, London, W1T 3JH (“Informa”).

Operative provisions:

1. ENGAGEMENT

Client wishes to subscribe for the right to use the Materials (as defined below) and Informa agrees to provide the Materials on the terms and conditions set out herein.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

<table>
<thead>
<tr>
<th>Agreement</th>
<th>means the body of this agreement together with its schedules;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course Packs</td>
<td>a collection or compilation of materials (e.g. book chapters, journal articles) assembled by members of staff of Client for use by students in a class for the purposes of instruction;</td>
</tr>
<tr>
<td>Electronic Reserve</td>
<td>electronic copies of materials (e.g. book chapters, journal articles) assembled by members of staff of Client for use by students in a class for the purposes of instruction;</td>
</tr>
<tr>
<td>Ebook</td>
<td>means an electronic copy of a healthcare book;</td>
</tr>
<tr>
<td>Initial Period</td>
<td>means the period of 12 months from the commencement date as set out in Schedule 1 when the Materials shall be made available to Client;</td>
</tr>
<tr>
<td>Library Premises</td>
<td>means the library located at the site set out in Schedule 1;</td>
</tr>
<tr>
<td>Materials</td>
<td>means the Products and the Online Services;</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Online Services</td>
<td>means the online Products made available via any website operated by or on Informa’s behalf;</td>
</tr>
<tr>
<td>Print Copy</td>
<td>means a hard copy version of any of the Materials sent to you by us;</td>
</tr>
<tr>
<td>Product</td>
<td>means the issues/volumes of the Informa Healthcare Journals and/or edition of the Ebooks as set out in Schedule 1;</td>
</tr>
<tr>
<td>Renewal Date</td>
<td>means the day following the last day of the Initial Period (or Renewal Period, as the case may be);</td>
</tr>
<tr>
<td>Renewal Fee</td>
<td>the subscription renewal fee payable for each Renewal Period;</td>
</tr>
<tr>
<td>Renewal Notice</td>
<td>The renewal reminder notice sent in accordance with clause 5.2;</td>
</tr>
<tr>
<td>Renewal Period</td>
<td>a period of equivalent duration to the Initial Period;</td>
</tr>
<tr>
<td>Secure Network</td>
<td>means a network (whether a standalone network or virtual network within the Internet) which is only accessible to Users approved by Client whose identity is authenticated at the time of log in;</td>
</tr>
<tr>
<td>Subscription Fee</td>
<td>the fees for the Materials as set out in Schedule 2 or any Renewal Fee where applicable;</td>
</tr>
<tr>
<td>Subscription Period</td>
<td>in relation to the Materials the Initial Period together with any Renewal Periods;</td>
</tr>
<tr>
<td>Users</td>
<td>means (i) current members of Client’s faculty and Client’s other staff (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at Client’s institution, who are permitted to access Client’s Secure Network from within the Library Premises or from such other places where these users work or study (including but not limited to their office, home, halls of residence and student dormitories) and who have been issued by Client with a password or other currently valid authentication and (ii) other persons who are permitted to enter Client’s library or information service and access the Secure Network but only from computer terminals within the Library Premises.</td>
</tr>
</tbody>
</table>
2.1 In interpreting this Agreement:

(i) headings are for ease of reference only and shall not affect the construction of this Agreement;

(ii) words importing one gender include any other and the singular includes a plural and vice versa and references to a person include any individual, firm or body corporate, joint venture, government state or agency of a state or any partnership or association (whether or not having a separate legal personality);

(iii) the word “including” does not denote any limitation;

(iv) any reference to “purchase” shall mean the right to use the Materials in accordance with the terms contained herein;

(v) references to Clauses and Schedules are to clauses and schedules of this Agreement; and

(vi) if there is any conflict or inconsistency between the clauses of this Agreement and the terms of any Schedule, then the order of priority shall be:

(a) the terms of the Schedule; and

(b) the clauses of this Agreement.

3. TERMS APPLICABLE TO ALL MATERIALS

Subscription Fees

3.1 In respect of Online Services, once Informa makes the Online Services available to Client it constitutes performance of Informa’s services and an invoice for the Subscription Fee shall be issued to Client and Client will have no right to cancel the subscription once it has done so.

3.2 Invoices shall be paid within 30 days of the date the materials are sent to or made available to Client. Any late payment of invoices shall be subject to the provisions of clause 6.7.

Licence

3.3 Informa grants to Client a non-exclusive, non-transferable licence to (i) give Users access to Online Services for the Subscription Period; and (ii) allow Users to use the Journals and Ebooks in perpetuity in accordance with the permitted use provisions herein. The Client shall use reasonable efforts to ensure that only Authorized Users are permitted access to the Licensed Materials and that Authorized Users abide by provisions of this Agreement.

Permitted Use

3.4 Client may subject to clauses 3.6 and 3.7 allow Users for the sole purpose of research, teaching and private study to:

(i) electronically search, view, display the Materials via Client’s Secure Network

(ii) to download and store an article contained in the Materials in machine readable form; and

(iii) print a single copy of an article contained in the Materials.
Inter Library use

3.5 Client may subject to clauses 3.6 and 3.7 supply to a User of another academic institution’s library by post, fax or secure transmission using Ariel software or similar (provided the electronic file is deleted immediately after printing) for the sole purpose of research, teaching or private study, a single paper copy of an article contained in any Journal. Client may not transfer any part of the Materials to another library via electronic means other than set out above.

Restrictions on Use

3.6 Client shall not (and it shall ensure as a principal obligation that any User shall not):

(i) systematically print or make electronic copies of multiple articles which amount to the copying of a substantial part of any one of the Materials;

(ii) remove or alter the copyright notices as they appear in the Materials; or

(iii) download, store, reproduce, transmit, display, copy, distribute, commercially exploit of use the Materials other than as expressly permitted in clauses 3.4 and 3.5;

(iv) resell, sub-licence, rent, lease, transfer or attempt to assign the rights in the Materials to any other person;

(v) use the Materials in any manner (or transfer or export the Materials or any copies thereof into any other country), other than in accordance with this Agreement or in compliance with applicable laws;

(vi) allow any person other than the Users to use and/or gain access to the Materials; or

(vii) modify or alter the Materials nor create a database in electronic or structured manual form by downloading and storing any content from such Materials.

Course Packs and Electronic Reserve

3.7 Members may incorporate reasonable amounts of the Licensed Materials in electronic Course Packs and Electronic Reserve collections for the use of Authorised Users in the course of instruction at a Member’s institution, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the work, copyright notice, and the publisher.

CDPA

3.8 Nothing in this Agreement shall in any way exclude or modify Client’s rights under the Copyright Designs and Patents Act 1988 or any statutory instruments made thereunder or any amending legislation.

Proprietary Rights

3.9 Informa uses reasonable endeavours to ensure that all Materials comply with UK laws. However, Informa makes no representations that the Materials are appropriate or available for use in locations outside the UK. If Client or its User(s) visit an Informa website from locations outside the UK then they do so on their own initiative and shall be responsible for compliance with all applicable laws. Client accepts that if it is resident outside the UK, it must satisfy itself that it is lawfully able to use and purchase or subscribe to the Materials and, to the extent permitted by applicable law, Informa accepts no liability for any costs, losses or damages in this regard.
3.10 The Materials are protected by international copyright laws, database rights and other intellectual property rights. Informa, its affiliates or licensors are the owners of these rights. All product and company names and logos contained within the Materials are the trademarks, service marks or trading names of their respective owners, including Informa. All of Informa’s rights which are not specifically granted to Client by this Agreement are reserved to Informa.

3.11 Informa reserves the right at any time:

(i) to make changes or corrections and to alter, update or upgrade any aspect of any of the Materials;

(ii) to vary the technical specification of any of the Materials or of any software included therein; and

(iii) to withdraw any (or any part) of the Materials if it ceases to publish or ceases to have the right to publish the relevant Materials or if the same are the subject of a libel or copyright or other third party right infringement allegation and it considers that withdrawal is advisable in the circumstances.

3.12 Where Informa exercises its right to withdraw any substantial part of the Materials under clause 3.11, it may offer Client broadly equivalent replacement materials and information instead of those withdrawn or if it is unable to offer such replacements, then it will refund the unexpired portion of the subscription payment in respect of the withdrawn Materials for that part of the Subscription Period in question. Any such replacement or refund shall be in final settlement of the matter and will discharge all of Informa’s liabilities to Client in respect of the withdrawn Materials.

3.13 Informa warrants that it has the right to licence the Materials to Client and that it will provide the Materials with reasonable skill and care. Except for this, all express or implied terms, conditions, warranties, representations or endorsements whatsoever in relation to the Materials are excluded to the fullest extent permitted by law.

**Limitation of Liability and Indemnity**

3.14 Informa will use its reasonable endeavours to ensure that information and content contained in the Materials is accurate. However, Informa cannot guarantee the accuracy of any information and content contained in the Materials, which is provided strictly on an “as is” basis. Informa has no liability for any loss or damage whatsoever sustained by Client as a result of using or relying on any information and content contained in the Materials.

3.15 Client acknowledges and agrees that, if and to the extent that the Materials contain or include any opinion, analysis, prediction or assessment of any facts or circumstances (“Opinions”), such Opinions represent Informa’s subjective views based on the facts or information available or circumstance known to it at the relevant time, which may not always be correct and/or may change. Client shall use its own skill and judgement and will form its own opinions and views regarding the Materials and/or Opinions and will not rely upon the same as a substitute for its own assessment, judgement or opinion or as a means of reaching its own decisions on matters, including without limitation, decisions regarding:

(i) the assessment of risk or credit worthiness; (ii) the pricing of Client product or services; (iii) taking (or omitting to take) any steps, actions or measures (including without limitation, legal proceedings) against third parties; and/or (iv) the basis on which it does business with third parties.
3.16 Informa accepts no liability for any indirect or consequential loss or damage or for any loss of data, profit, goodwill, anticipated savings, revenue or business (whether direct or indirect) in each case, however caused, even if foreseeable, arising under or in relation to this Agreement or arising out of or in connection with Client’s access, viewing or use of, or reliance upon any Materials.

3.17 In circumstances where Client suffers loss or damage arising out of or in connection with the use or performance of the Materials and/or any Opinions, Informa accepts no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of us or our servants, agents or any other person or entity.

3.18 If Informa is liable to Client under this Agreement for any reason, its liability will be limited to the amount paid by Client for the Materials in the year in which such liability arose.

3.19 Nothing in this Agreement shall limit Informa’s liability for death or personal injury resulting from its negligence or from its fraudulent misrepresentation or any liability which cannot be excluded under the applicable law.

3.20 Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless from any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this Agreement.

Assignment

3.21 Client may not assign, transfer or sub-licence any of its rights under this Agreement. Informa may assign or transfer this Agreement to any third party including its associated or affiliated companies.

Data Protection and Monitoring

3.22 Where Client supplies Informa with any information, for example, during any registration or subscription process, the following shall apply:

(i) Client authorises Informa to use, store or otherwise process any personal information which relates to and/or identifies Client and/or Users, (including, but not limited to, names and addresses), to the extent reasonably necessary for Informa, its partners, successors (including the purchaser of the whole or part of its business), associates, subcontractors or other third parties (together “Partner Companies”) to make available and/or to provide the Materials to Client and/or to Users. These Partner Companies may be located in countries outside the European Economic Area that do not have laws to protect information supplied to them. Informa will ensure that any Partner companies to whom information is provided pursuant to this clause is aware that the information is not to be used for any purpose other than that for which it is provided.

(ii) Where Client obtains Materials through Informa’s websites then Informa may collect information about Client’s buying behaviour and if it sends Informa personal correspondence such as e-mails or letters then it may collect this information into a file
specific to Client (together, the various purposes set out in this clause 3.22 shall be known as the “Purposes”). All such information collected by Informa shall be referred to in these Terms as “Personal Information”.

(iii) By entering into this Agreement, Client agrees to the processing and disclosure of the Personal Information for the Purposes.

3.23 Informa has the right to monitor use of and access to the Materials in order to verify compliance with this Agreement and/or any Client's operating rules and/or to satisfy any law, regulation or authorised government request.

4. TERMS APPLICABLE TO ONLINE SERVICES

4.1 Client acknowledges and agrees that all logins, passwords or other user identification to access the Materials (whether chosen by it or the User(s) or provided by Informa) are personal to the User(s) and Client shall ensure, as a principal obligation, that the User(s) shall treat such logins, passwords and other user identification as confidential and not disclose or transfer them to any person. Client must notify Informa immediately of any unauthorised use of them or any other breach of security regarding Informa’s websites that comes to its attention. Without prejudice to any other right or remedy available to Informa, it has the right to disable any login, password or other user identification at any time, if in its opinion Client or a User has failed to comply with this clause 4.1.

4.2 Client is responsible for ensuring that its computer system meets all relevant technical specifications necessary to receive Materials. Client also understands that, although Informa tries to guard against viruses, it cannot and does not guarantee or warrant that any Materials will be free from infections, viruses and/or other code that has contaminating or destructive properties. Client is responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy its particular requirements for the security of data input and output.

4.3 Informa will seek to make Online Services available but cannot guarantee that the Online Services will operate continuously or without interruptions or that they will be error free and it does not accept any liability for their unavailability. Client must not attempt to interfere with the proper working of the Online Services and, in particular, Client must not:

(i) attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device; or

(ii) use automated retrieval devices (such as so called web robots, wanderers, crawlers, spiders or similar devices).

4.4 Informa reserves the right to temporarily suspend Client’s access to Materials through the Online Services (and/or to the Online Services generally) for the purposes of maintenance or upgrade (but it will use its reasonable endeavours to minimise the period of suspension).

4.5 Informa makes no representations whatsoever about any other third party websites which Client may access through the Online Services. When a User accesses any other third party website Client understands that it is independent from Informa websites and that Informa has no control over the content or availability of that website. In addition, a link to any other third party website does not mean that Informa endorses or accepts any responsibility for the content, or the use of, such a website and it shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any...
content, goods or services available on or through any other web or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

5. **DURATION AND TERMINATION**

5.1 In consideration of the Subscription Fee, Informa will, in accordance with Schedule 1, supply a Print Copy and/or grant Client access to the Materials via the Online Services for the Initial Period. On expiration of the Initial Period for all Materials, the subscription shall renew for further Renewal Periods, unless earlier terminated pursuant to this clause 5.

5.2 Informa will endeavour to send Client a renewal reminder notice (“Renewal Notice”) at least 120 days prior to the Renewal Date. Each Renewal Notice will (amongst other things) notify Client of the amount of the Renewal Fee and the Renewal Period. Each Renewal Fee is payable in advance of the Renewal Period, failing which Client will be subject to the late payment provisions set out in clause 6.7 and it reserves the right to either (and without prejudice to any other available rights or remedies):

(i) suspend Client’s access to the Materials on or after the Renewal Date until the Renewal Fee is paid; or

(ii) immediately terminate this Agreement without any refund and it shall be entitled to submit an invoice in respect of any outstanding fees payable which will become immediately due and payable.

5.3 If Client does not wish the subscription to be renewed on the terms set out in the Renewal Notice, Informa must receive a cancellation request by email from Client at least 90 days before the relevant Renewal Date (“Cancellation Deadline”) notifying Informa this is the case to cancellation_request@informa.com (or such address as Informa may notify Client from time to time) (a “Cancellation Request”). Informa will use its reasonable endeavours to review the Cancellation Request to assess whether the same has been properly served on or before the Cancellation Deadline and notify Client in writing of the outcome of its review within 10 business days of its receipt of the Cancellation Request. If Client does not hear from Informa in writing, it should contact the Account Manager. If Informa fails to receive the Cancellation Request on or before the Cancellation Deadline, then Client’s subscription will automatically renew upon the terms set out in the Renewal Notice and Client shall be liable to pay Informa the relevant Renewal Fee. Proof of sending this notification is not proof of receipt by Informa.

5.4 If Informa fails to send Client a Renewal Notice in accordance with clause 5.2 then, subject to clause 5.3, Client’s subscription will nevertheless automatically renew on the Renewal Date and the Renewal Fee payable for the subscription will continue to be charged at the same Subscription Fee (or Renewal Fee as the case may be) currently payable.

5.5 Informa may immediately terminate or suspend this Agreement at any time if Client:

(i) has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach; or

(ii) has committed a persistent breach of its obligations under this Agreement (regardless of whether such breaches are capable of remedy); or

(iii) goes into liquidation whether compulsory or voluntary or are declared insolvent or if an administrator or receiver is appointed over the whole or any part of its assets or if it
enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction; or

(iv) is or becomes a direct or indirect competitor of Informa or it sells, provides, discloses or transmits any of the Materials to any of Informa’s direct or indirect competitors.

5.6 This Agreement will expire when all subscriptions for the Materials set out in Schedule 1 have been validly cancelled in accordance with clause 5.3.

POST TERMINATION

5.7 Upon the termination of any Online Services:

(i) Client shall immediately cease using any logins, password or other user identification or access to the relevant Online Services and shall ensure as a principle obligation that all Users do likewise; and

(ii) Informa shall not be required to refund any fees received from Client in relation to the terminated Online Services and it shall be entitled to submit an invoice in respect of any outstanding fees which will become immediately due and payable

5.8 Furthermore, where an online subscription is validly terminated by Client in accordance with clause 5.3 Informa shall use reasonable endeavours to provide the Client continuing access to an electronic copy of the terminated Journal and/or Ebook via its own platform or that of a third party provider via a Secure Network, save that where Client is unable or unwilling to provide such online access it shall provide Client with an electronic version (in such format and storage media at it shall at its sole option determine), provided that the content thereof may only be displayed and accessed by Users via a Secure Network. Client must ensure that any Users continue to comply at all times with the permitted use and restrictions set out herein when displaying or accessing the data in the said electronic version.

5.9 For the avoidance of doubt Informa shall have no obligation to provide in accordance with clause 5.8 an electronic version of a Product where (i) online access to that Product has been provided on a complimentary basis during the Subscription Period or (ii) where the subscription has been terminated as a result of Client’s breach of this Agreement. Furthermore perpetual access to an Ebook shall be limited to the edition of the book set out in Schedule 1 or if no edition is stated the current edition of the book at the time of purchase.

5.10 Without prejudice to Informa’s other rights and remedies under this Agreement, it shall have the right to verify Client’s compliance with this Agreement by carrying out an inspection at Client’s premises. Upon reasonable notice and during normal office hours, Client will allow Informa and/or its representatives to carry out such an inspection at Client’s premises (under its supervision). Client will cooperate fully in the conduct of this inspection and will make available records, facilities and personnel as Informa may reasonably require for that purpose and Client shall fully comply with any reasonable directions Informa makes as a consequence of such investigation.

5.11 The termination of this Agreement shall not prejudice any accrued rights or remedies or any provisions of this Agreement which are intended to survive and/or continue to apply after that date including those clauses set out in clause 5.12.
On termination of this Agreement, the following clauses shall remain in force: clauses 2.2, 3.9, 3.10, 3.14 – 3.20, 5.7 – 5.12, 6.1, 6.3, 6.5 and 6.8

6. GENERAL

6.1 This Agreement is the whole agreement between the parties and supersedes any previous agreement between the parties relating to such matters. Each party acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement as a warranty.

6.2 Where Client wishes to subscribe for and Informa agrees to provide additional Materials, Client shall enter into an order confirmation form setting out the Materials, Subscription Period, licence type and the fees payable, and upon signing this order confirmation form Schedules 1 and 2 shall be deemed to be amended to include the additional Materials and the terms of this Agreement shall apply to the supply of these additional Materials. Save as set out above this Agreement may not be amended or modified except by means of a written agreement signed by the parties specifically stating that is intended to amend this Agreement.

6.3 This Agreement is governed by English law and Client submits to the exclusive jurisdiction of the English Courts. Nothing in this clause 6.3 shall prevent or restrict Informa from pursuing any action against Client in any court of competent jurisdiction.

6.4 Except in respect of a payment obligation, neither party will be held liable for any failure to perform any obligation to the other due to a Force Majeure Event provided the affected party notifies the other party in writing of the Force Majeure Event, the date on which the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement as soon as reasonably possible after the start of the Force Majeure Event. The affected party shall make all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement. As soon as reasonably possible after the end of the Force Majeure Event, the affected party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under this Agreement. If the Force Majeure Event continues for more than three months starting on the day the Force Majeure Event starts, either party may terminate this Agreement by giving not less than 30 days' notice in writing to the other party. For the purpose of this clause 6.4, “Force Majeure Event” means an event beyond the reasonable control of the affected party including strike, lock-out, labour dispute, act of God, war, riot, acts of terrorism, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, illness or disease.

6.5 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or any later breach.

6.6 Except as set out in clause 5.3, any notice given by one party to the other under this Agreement must be in writing and may be delivered personally or by fax, e-mail or pre-paid first class post and in the case of post will be deemed to have been given two working days after the date of posting. Notices shall be delivered or sent to the addresses of the parties marked for the attention of the relevant person set out in Schedule 1 or to any other address notified in writing by one party to the other for the purpose of receiving notices.

Amended 18 July 2013
after the date of this Agreement.

6.7 All of Informa prices are exclusive of applicable value added, sales, use, excise or any other government taxes, all of which shall be additionally payable by Client as appropriate. Any bank charges incurred by Informa in connection with Client’s payment of Informa’s fees or charges (including the Subscription Fee, Renewal Fee and any Extension Fee) will be for Client’s account. Without prejudice to any other rights and/or remedies available to Informa, it reserves the right to charge Client (and Client undertakes to pay such charges on demand):

(i) interest on outstanding and overdue amounts at 3% per annum above [HSBC’s] base rate (from time to time) from the date of invoice to the date payment is made in full; and/or

(ii) an amount equivalent to all reasonable costs and expenses (including legal fees and collection agency commissions) suffered or incurred by Informa in connection with the recovery of overdue amounts from Client; and/or

(iii) an administration fee of £120 plus value added tax for internal management and staff overhead time in dealing with the recovery of overdue amounts from Client.

6.8 For the purposes of this clause 6.8 “Confidential Information” means information disclosed by a party (“Disclosing Party”) to another (“Receiving Party”) relating to the Disclosing Party’s business, products, affairs and finances, clients, customers and trade secrets including customer lists, billing practices, contractual arrangements, technical data and know-how. The Receiving Party shall not (except in the proper performance of its obligations under this Agreement) during the continuance of this Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information of the Disclosing Party. This restriction does not apply to: (i) any information in the public domain other than in breach of this Agreement; (ii) information already in the lawful possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities; and (v) information which can be show to the reasonable satisfaction of the Disclosing Party to have been developed or created by the Receiving Party independently of the Confidential Information.
Schedule 1: Title List Electronic Journals 2013

Commencement Date: 1 January 2013
Expiry of Initial Period: 31 December 2013

Library Premises:  <insert all library sites and university campuses covered by license>
Contact Details for Notices to Informa:
Contact Details for Notices to Client: <insert library contact>

Schedule 2: Fees

Signed by <name> )
for and on behalf of <institution> ..................................................

Signed by )
for and on behalf of Informa UK Limited ) ..........................................

Amended 18 July 2013