This License Agreement (this "Agreement") is made effective as of January 1, 2013 between Kluwer Law International ("Licensor") and ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE.

1.1. The materials that are the subject of this Agreement shall consist of the 'Journals' as specified in Appendix A, Appendix D, Appendix E attached to this agreement (hereinafter referred to as the "Licensed Materials").

1.2. Licensor hereby grants to 'CAUL Electronic Information Resources Committee (CEIRC) and its Authorized Member Sites' (herein after collectively referred to as “Licensee”) a non-exclusive license to use the Licensed Materials and to provide the Licensed Materials to Authorized Users via licensee’s secure networks in accordance with this agreement. (Appendix B list of Authorized Member Sites).

1.3. Licensee acknowledges that the Electronic Journals and the Materials contained therein are protected by copyright. All rights not specifically granted to Licensee are expressly reserved.

2. ACCESS TO LICENSED MATERIALS.

2.1. The Licensed Materials will be made available over the Internet

2.2. Access to the Licensed Materials shall be controlled through the use of Domain name(s) or IP addresses as listed in Appendix B.

3. FEES.

3.1. Licensee shall make payment to Licensor for use of the Licensed Materials as detailed in Appendix C.

4. AUTHORIZED USE OF LICENSED MATERIALS.

4.1. Authorized Users. "Authorized Users" are defined as follows:

4.1.1 Persons affiliated with Licensee including current students, faculty or employees of the Licensee or persons physically present in the Licensee’s facilities. Remote Access is access provided by Licensee via secured authentication means to those current students, faculty or employees of the Licensee who are not physically present at an Authorized Site.

4.1.2. Library access: If Licensee provides public access to its library collection it may also provide access to and permit copying from the Licensed Materials by members of the public for their scholarly, research and personal use from workstations on library premises. Any form of remote access to the Licensed Materials by members of the Public is not permitted.

4.2. Authorized Uses

4.2.1. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international copyright laws. In addition, the licensed materials may be used as follows:

4.2.2. Access to The Licensed Materials by Licensee and its Authorized Users includes the retrieving, displaying, searching, downloading, printing and storing of individual articles for scholarly research, educational and personal use.

Copying and storing is limited to single copies of a reasonable number of individual articles. Copying and storing of entire issues by Licensee’s Authorized Users is not permitted.

4.2.3. Licensee may make one (1) copy of the Licensed Materials, electronically as well as one copy in print from the electronic versions of the Licensed Materials to be maintained as a backup or for archival purposes exclusively.

4.2.4. Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.

4.2.5. The electronic form of the Licensed Materials may be used as a source for Interlibrary Loan whereby articles can be printed and these print copies be delivered via postal mail, fax or fax-based services (e.g. Ariel or Prospero) to fulfill ILL requests from any non-commercial libraries. Requests received from for profit companies or directly from individuals may not be honored. Electronic transmission of files is not permitted.

5. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS.

5.1. Licensee shall not permit anyone other than Authorized Users to use the Licensed Materials.
5.2. Licensee and its Authorized Users may not modify, adapt, manipulate, transform, translate or create derivative works based on any materials included in the Licensed Materials, or otherwise use any such materials in a manner that would infringe the copyright therein.

5.3. Licensee may not remove, obscure or modify any copyright or other notices or disclaimers included in the Licensed Materials. Accompanying screen displays may not be removed, obscured or modified in any way.

5.4. Licensee may not utilize the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use (commercially as well as non-commercially) of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form.

5.5. The Materials used in the preparation of such Course Packs as specified in 4.2.4. may not be sold or otherwise used in commercial transactions. Further reproduction or copying is not allowed unless subject to permission clearance by the relevant international reproduction rights organization.

6. LICENSOR PERFORMANCE OBLIGATIONS.

6.1. Upon the start of the subscription term, Licensor shall make the Licensed Materials available in digital form to Licensee and Authorized Users.

6.2. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials.

6.3. Licensor shall make reasonable efforts to ensure uninterrupted online access to and continuous availability of the Licensed Materials to Users at the Site in accordance with this Site License Agreement and to restore access to the Licensed Materials as promptly as possible in the event of an interruption or suspension of the Kluwer Law Online service, caused by failure of Licensor’s server.

7. LICENSEE PERFORMANCE OBLIGATIONS.

7.1. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

7.2. Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Licensor in the Licensed Materials. Licensee shall promptly notify Licensor of any infringement that come to Licensee's attention, and take appropriate steps to avoid its recurrence.

7.3. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement, and shall notify Licensor of any such use of which it learns or is notified. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate the access of the Internet Protocol (IP) address(es) from which such unauthorized use occurred, and/or (b) Licensee shall terminate such Authorized User’s access to the Licensed Materials upon Licensor’s request. Licensor shall take none of the steps described in this paragraph without providing reasonable notice to Licensee.

8. TERM.

8.1. The term of this agreement shall be the subscription year 1st January 2013 -31st December 2013, and shall automatically renew for 12 months unless Licensee has given 1 month written notice of termination to the Licensor prior to the anniversary of the renewal date.

8.2. Upon termination of this Agreement because of expiration of the Subscription Year, Licensor shall provide continuing access to Licensee and its Authorized Users to that part of the Licensed Materials which was published within the Subscription Year(s) for two (2) years either from the Licensor’s server, or through a third party, or by supplying electronic files to the Licensee, provided that Licensee continues to observe its obligations with respect to security and restrictions on usage.

9. EARLY TERMINATION.

9.1. In the event that either party believes that the other materially has breached any obligations under this Agreement, or has exceeded the scope of the License, such party shall so notify the breaching party by registered mail. The breaching party shall have thirty (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 thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

9.2. Upon Termination of this Agreement for just cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Licensor shall provide continuing access to Licensee and its Authorized Users to that part of the Licensed Material to which the Licensee was lawfully entitled until the breach occurred. Access will be provided either from the Licensor’s server, or through a third party, or by supplying electronic files to the Licensee, provided that Licensee continues to observe its obligations with respect to security and restrictions on usage.

10. ASSIGNMENT AND TRANSFER.
The Licensee may not assign or transfer, directly or indirectly, all or parts of its rights or obligations under this Agreement without prior written consent of the Licensor.

11. GOVERNING LAW.

This Agreement shall be interpreted and construed according to, and governed by, the laws of Netherlands.

12. FORCE MAJEURE.

Neither party shall be liable in damages or have the right to cancel this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

14. AMENDMENT.

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

15. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. WAIVER OF CONTRACTUAL RIGHT.

Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

17. NOTICES.

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within fourteen (14) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to Licensor:
Kluwer Law International
P.O. Box 316
2400 AH
Alphen aan den Rijn
The Netherlands

If to Licensee:

18. APPENDICES.

This Agreement includes the following Appendices, which are incorporated as if fully, set forth herein:

Appendix A: Licensed Materials – Subscribed Titles
Appendix B: List of Authorized Member Sites with corresponding Domain name(s)/ or IP addresses.
Appendix C: Special Fees and Provisions
Appendix D: Licensed Materials – Non Subscribed Titles
Appendix E: Licensed Materials – Newly Published Titles

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

By: _________________________
Name: ______________________
Title: _______________________
Date: _____________________
LICENSEE:

By: _________________________
Name: ______________________
Title: _______________________
Date: _______________________

Appendix A: Licensed Materials – Subscribed Titles
Asian International Arbitration Journal
Air & Space Law
Arbitration International
ASA Bulletin (Association Suisse de l'Arbitrage)
Business Law Review
Common Market Law Review
EC Tax Review
European Business Law Review
European Company Law
European Environmental Law Review
European Foreign Affairs Review
European Public Law
European Review of Private Law
International Journal of Comparative Labour Law and Industrial Relations
Intertax
Journal of International Arbitration
Journal of World Trade
Legal Issues of Economic Integration
World Competition
World Trade and Arbitration Materials
Asian International Arbitration Journal
Global Trade and Customs Issues
**Appendix B:** List of Authorized Member Sites with corresponding Domain Names or IP addresses

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Domain Name</th>
<th>IP Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site A</td>
<td>sitea.com</td>
<td>192.168.1.1</td>
</tr>
<tr>
<td>Site B</td>
<td>siteb.net</td>
<td>10.0.0.1</td>
</tr>
<tr>
<td>Site C</td>
<td>sitesite.org</td>
<td>8.8.8.8</td>
</tr>
</tbody>
</table>

... (more sites may follow)
Appendix C: Special Fees and Provisions

C.1. Base Value

C.1.1. The Base Value of this Agreement is calculated based on the value of the Licensee’s current spend. For 2008, this value is calculated to be:

C.1.2. Licensee will remit payment for the full amount of the base value on or before January 1 of each year of the agreement.

C.1.3. Upon expiration of this Agreement, the established Base Value for the last year of the Term will form the basis for negotiating a new Agreement.

C.2. Deep Discounted Print

C.2.1 Licensee agrees to pay 30% of the current list price rate for each volume of each journal for which print is required.

C.3. Price Cap

C.3.1. During the term of this Agreement the annual subscription price of each journal will increase by no more than 5%. Each year the price of each journal will be increased by either the same percent increase of the new year’s list price from that of the previous year’s list price or 5%, whichever is less.

C.4. Back Volumes

C.4.1 For no additional charge the Licensee may have electronic access to the back volumes of all Licensed Materials (as published) including all titles listed in Appendix A and Appendix D, subject to a valid subscription. Upon termination of the subscription, access to the back volumes as defined here (therefore not including the back issues of subscribed materials) will be ceased.

C.5. Adding Titles

C.5.1. Adding Newly Acquired Titles and Previously Published Titles

C.5.1.1. Newly Acquired Titles and Previously Published Titles becoming available via Kluwer Law Online during the term of this Agreement may be added at the request of the Licensee, at the start of the next subscription year. The Base Value will subsequently be increased by the prevailing subscription price times the number of combined subscriptions held by Licensee and added to Appendix A. If no subscriptions were held these journals may be added for no additional charge, and added to Appendix D.

C.5.2. Adding Newly Published Titles

C.5.2.1. During the term of this Agreement the Licensor will provide trial access to titles newly published for no charge to the Licensee. Upon termination of the License or renewal of the Agreement trial access for these titles will expire.

C.5.2.2. To add Newly Published titles mentioned in C.5.2.1. the Licensee must select which titles to add and add their calculated value to the Base Value upon the renewal of this Agreement. The method of calculation will be agreed to upon the renewal of the Agreement. Selected titles will then be added to ‘Appendix E Licensed Materials – Newly Published Titles’ and will subsequently be considered Licensed Materials. Titles not selected may be selected at the request of the Licensee during any of the following renewal periods.

C.6. Removal of Titles

C.6.1 Titles that are discontinued by Licensor will have their respective values removed from the Base Value times the number of combined subscriptions held in the previous subscription year. However, such titles (and their respective back files) will remain as Licensed Materials as described herein.

C.7. Payment

C.7.1. Payment of the fees described in clauses C.1., C.2., C.3. and C.5. entitles Licensee electronic access to the journals consisting of the Licensed Materials listed in Appendix A, Appendix D and E, to the IP addresses listed in Appendix B.

C.7.2. Licensee will remit payment of electronic subscriptions directly to DA within 30 days of receipt of renewal notice. Subscriptions to Deep Discounted Print copies of Licensed Materials may be also be ordered through DA.
C.8. Term

C.8.1. The effective term of this agreement shall be the subscription year 1st January 2013 -31st December 2013, and shall automatically renew for 12 months unless Licensee has given 1 month written notice of termination to the Licensor prior to the anniversary of the renewal date.
Appendix D: Licensed Materials – Non Subscribed Titles