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BETWEEN

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AND [Click here to enter text.](#) ("the Licensee")

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AND 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: -

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 - 8.1.3 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 hereunder, and to notify any changes to such information not less than ten (10) days before the change takes effect, including additions, deletions or other alterations to its records of Authorised Users and their access details or to IP addresses as are necessary to enable the Publisher to provide Authorised Users with access to the Licensed Materials as contemplated by this Licence;
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- 9.2 Each party shall use its best endeavours to safeguard the intellectual property rights, confidential information and other proprietary rights of the other party.

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- 10.2 On termination of this Licence for cause, as specified in clauses 10.1.1 and 10.1.3, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorised Users.
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If to the Purchaser:

If to Thomas Telford Ltd:

General Manager: Publishing
Thomas Telford Ltd
One Great George Street
Westminster
London SW1P 3AA
United Kingdom

- 11.5 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.
- 11.6 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
- 11.7 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.
- 11.8 No third party shall have any rights under or in connection with this License by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 11.9 This Licence shall be governed by and construed in accordance with the laws of England; any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the courts of England.

EXECUTION:

The parties have executed this Agreement after the Schedules which form part of this Agreement.

SCHEDULE 1

AUTHORISED SITES

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Thomas Telford Ltd and [Click here to enter text.](#)

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Authorised site: name & address Domain name(s) IP addresses/ranges

Network contact name:

Telephone:

Fax:

E-mail:

SCHEDULE 2

LICENSED MATERIALS, SUBSCRIPTION PERIOD AND FEE

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THE LICENSED MATERIALS

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List of Licensed Material for each item list title, [initial Subscription Period, including where relevant the start date and end date] format, and Fee [for the initial Subscription Period and for subsequent years if required]. If back files are provided free of charge as part of the License, these should be listed specifically.

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ACCESS METHOD

- Authentication via User ID/password and IP Address
- Authentication via IP address
- Authentication via Athens/Shibboleth

AGREEMENT ACCEPTANCE

This Agreement has been entered into by the parties or their duly authorised representatives on the date set out at the beginning of this Agreement. The Schedules preceding this signature block form part of this Agreement.

AS WITNESS the hands of the parties the day and year below first written

FOR AND ON BEHALF OF THE PURCHASER:

Full name: _____ Signature: _____

Position: _____ Date: _____

FOR AND ON BEHALF OF THOMAS TELFORD LTD:

Full name: Mike Cookson Signature: _____

Position: General Manager, ICE Publishing Date: _____