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Hereafter called "the Publisher"

and

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Represented by

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Hereafter called "the Licensee"

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Fee	Fee as set out in Schedule 2.
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- 6.2.10 Use all best efforts to comply with the ONIX standard for machine readable licenses (http://www.editeur.org/onix_licensing.html)

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7.2.3 Ensure that only Authorized Users are permitted access to the Licensed Materials;

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If the Publisher commits a material and persistent breach of any term of this License and fails to remedy the breach within thirty (30) days after written notice given hereof by the Licensee;

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If the Licensee commits a willful material and persistent breach of the Publisher's copyright or other intellectual property rights or of the provisions of clause 3 in respect of usage rights or of clause 4 in respect of prohibited uses;

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If either party shall be liquidated, becomes insolvent or suffers any other insolvency or bankruptcy process or seeks any protection from its creditor or is unable to pay its debts as and when the fall dues.

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10.6 Force Majeure

Neither party's delay nor failure to perform any provision of this License, 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 License.

10.7 Severability

The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.

10.8 Waiver

Either party's waiver, or failure to require performance by the other, of any provision of this License, 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.

10.9 Governing law

Regardless of the place of its physical execution, this License shall be governed by Belgian law.

10.10 Jurisdiction

Any dispute arising out of in connection with this agreement, which can't be settled in an amicable way, shall be exclusively settled by the Courts of Belgium, as set out in Schedule 2.

As witness hereof, the parties have caused this agreement to be signed by their duly authorized representatives on the date first above written.

FOR THE PUBLISHER:

Name

Title:

FOR THE LICENSEE:

Name

Title:

Schedules:

Schedule 1: Licensed Materials/Access/Updates

Schedule 2: Agreement's Dates/Fees

Licensee's information/Publisher's information

Swapping, Cancelling and Discounts

Long-term Access

Jurisdiction

BICfB SUBSCRIPTION AGREEMENT

Schedule 1

Licensed Materials/Access/Updates

[List of the Licenced Materials, with mention of Access url, Years of Access & Update times]

[Access Modalities to corresponding Metadata]

[Access Modalities to Administrative interface and Usage Statistics]

[Method to automatically check the availability/accessibility of the Licensed Materials]

BICfB SUBSCRIPTION AGREEMENT

Schedule 2

Agreement’s Dates/Fees Licensee’s information/Publisher’s information Swapping, Cancelling and Discounts Long-term Access Jurisdiction

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This License shall start on [date] and shall remain in force until [date].

Licensee’s information

[Name and address]

[Authorized sites]

Authentication

[IP Address]

[Remote Access technology]

[Number of authorized Users / CCU]

Primary Contact

[Name and address]

Agent / Billing Contact

[Name and address]

Shipping Contact

[Name and address]

Fees

[If multi-year agreement or multi-products agreement, the fees must be specified per year and per product]

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[Server on which the Licensed Materials shall be available after termination of this Licence]

[Publisher Contract(s) with Third parties for long term preservation / Archival of the Licensed Materials]

Publisher’s information

[Name and address]

Primary Contact

[Name and address]

Jurisdiction (see § 10.10.)

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