

Part 2 -Terms and conditions of the subscription and licence agreement

1. Definitions

In this Agreement the following terms have the following meanings:-

Agreement The agreement between the Licensor and the Licensee consisting of the subscription order form set out as Part 1 and these terms and conditions;

ASP Service NEXUS Sistemi Informativi S.p.A;

Commencement Date The date set out in Part 1;

Database Distributors The organisations listed in clause 2b;

Database Producers The organisations listed in clause 2a;

Databases The Database Producers' on-line computer databases listed in clause 2;

Licensor Greater London Authority;

Licensee The organisation or individual named as the Licensee in Part 1;

Service The website containing the bibliographic Databases and Software known as "Urbadoc";

Software The search and retrieval system operating the programme installed in the Service excluding the User Interface;

Software Owner (EasyWeb) NEXUS Sistemi Informativi S.p.A and University Iuav of Venice. EasyWeb is based on the Information Retrieval software CDS/ISIS, ©UNESCO NEXUS Sistemi Informativi S.p.A;

Subscription Fee The sum due and specified in the Tariff to be payable annually;

Tariff The published tariff of standard fees and charges made by the Licensor for use of the Service which is revised and republished by the Licensor from time to time;

User Interface The images, text and design features used in the Service with the exception of records retrieved from the Databases

2. Introduction

The Service is a platform common to several Database Producers.

- a. The Databases and their respective owners (the Databases Producers) are:
 - Acompline and Urbaline (Greater London Authority, UK)
 - Docet, Bibliodata, Cnba (Quasco, Archinet and Coordinamento Nazionale Biblioteche di Architettura, Italy)
 - ORLIS, (Deutsches Institut für Urbanistik, Germany)
 - Urbamet (Association Urbamet, France)
 - Urbaterr (Centro de Información y Documentación Científica, Spain)
- b. The databases are distributed by:
 - Greater London Authority, UK – (Acompline and Urbaline)
 - Archinet, Italy- (Docet, Bibliodata, Cnba)
 - Deutsches Institut für Urbanistik, Germany – (ORLIS)
 - Association Urbamet, France – (Urbamet)
 - Centro de Información y Documentación Científica, Spain –(Urbaterr)

The Service makes available bibliographical data and information on urban and regional policy and planning. The Databases constantly evolve and the Licensee will be informed of any updates.

The Licensor agrees to provide the Service to the Licensee and the Licensee agrees to subscribe to the Service upon and subject to the terms and conditions of this Agreement.

3. Rights of use

The Service and Databases benefit from the protection afforded by current legislation and international treaties on intellectual property, which the Licensee expressly recognises.

Subject to the Licensee complying with the terms and conditions of this Agreement, the Licensee will have a non-exclusive and non-transferable right to use the Service.

The Licensee shall use the Service only within the Licensee's organisation for the purposes of performing research and shall ensure that its use does not exceed the user licence limit selected by the Licensee in Part 1. Where the Licensor provides passwords for the Licensee to access the Service, the Licensee must ensure that passwords are not disclosed to any third party. The Licensee shall not be entitled to use the Service as a component of, or a basis for, a directory or database prepared by or on behalf of the Licensee for commercial sale or distribution. The Licensee shall neither duplicate the Service nor alter the Service in any way.

The Licensee must not extract, via permanent or temporary transfer, all or any substantial part of the contents of the Databases to another support medium through whatsoever means or in whatsoever form and must not re-use repeatedly and systematically all or any parts of the Databases contents.

The right to quote from a Database record (for example an abstract) may only be exercised in strict respect of the relevant international standards relating to such and, in particular, when doing so, by indicating the source of the data.

The right to use the contents of the Databases that the Licensee enjoys includes a right of access, consultation, reproduction in computer memory or in hard copy form.

Contents from the Databases that are consulted may not be communicated, duplicated or transferred to another person outside the subscribing body by the Licensee, in any way whatsoever, to whomsoever, free of charge or for a consideration, on any support medium whatsoever.

The Licensee will be liable for any unauthorized reproduction or communication of content from the Databases, whether this is through the Licensee's default, negligence or otherwise.

4. Copyright and Ownership of Software

Copyright subsists in the User Interface and Software supplied with the Service. The User Interface was created by the Database Distributors and these copyright owners retain ownership and title of the interface design and text used. The Software was created and developed by the Software Owner. These copyright owners retain title and ownership of the Software incorporated in the Service and all subsequent copies of the Software, regardless of the form of media in or on which the original Software or copies thereof may exist. This Agreement is a licence agreement only and not a sale of the original Software or any copy thereof, and nothing contained in this Agreement shall be construed as granting or otherwise transferring to the Licensee any copyright or ownership interest whatsoever in the Software.

5. Subscription

The Licensee may access the Service via subscription only. A subscription may be taken out by a representative on behalf of the Licensee. Subject to any earlier termination in accordance with clause 11 below, the initial subscription period under this Agreement will be as indicated in Part 1 of this Agreement. The subscription covers access to the Service and Databases, but excludes any additional service that the Database Producers may offer, and any such service is to be the subject of a separate agreement.

6. Modes of access

With the exception of the Service homepage and the general information pages, which are accessible to the public, the Licensee may only access the Service via a confidential identifier and password or authorised IP address.

Any identifier and password are strictly reserved for the Licensee. Consequently, the Licensee assumes entire responsibility for the use he/she makes of his/her identifier and password must not communicate these to other establishments or third parties.

The Licensee will have access to the Service via the Internet communication network. The Licensee declares that he/she is familiar with and accepts the specific characteristics of the Internet. The Licensee must take all the necessary steps to access information, and will be responsible for providing the necessary communications equipment to receive the Service, including among other things a suitable computer configuration and must ensure that he/she is protected against intrusion on or contamination of the Licensee's computer system by any viruses. The Licensor is not liable to the Licensee for any loss or damage of any nature that the Licensee suffers as a result of the Licensee's computer system being affected in any way by a computer virus.

7. Links

The Licensee may create links from the Licensee's WebPages to the Service homepage only.

The Licensee must not, through the use of links, mislead, or seek to mislead any person as to the identity of the Service in which he/she is navigating, or represent that the Service forms part of any website or other internet based product that is offered by the Licensee.

The Licensee is responsible for the maintenance of any link to the Service homepage that the Licensee has created.

8. Liability

The Database Producers has/have taken reasonable care in the production and operation of the Service and the setting up and updating of the Databases in order, within the context of the duty to exercise due care, to meet the aims of the Database Producers and rights of the Licensee as laid out in the Agreement.

The Database Producers undertake to carry out processing of data in accordance with professional practices, but are not bound to achieve any specific result desired by the Licensee.

It is stipulated and expressly agreed that each Database is independent of the other and, therefore, the Database Producers are solely responsible for the content of their own respective Databases and no Database Producer is responsible for the content of another Database Producer's Database..

The Databases are provided for information purposes and the Licensee is solely responsible for the use he/she makes thereof. The Licensor's liability under this Agreement will be limited to the value of the Subscription Fee payable in the year during which the liability arose and the Licensor will not be liable to the Licensee for any indirect or consequential loss suffered by the Licensee in connection with this Agreement.

The Licensee is solely responsible for the questions he/she formulates and the use he/she makes of the results obtained from the Databases. The Licensee acknowledges that the Service constitutes the delivery of information only and does not constitute any form of advisory service and that the way in which the Licensee interprets or uses the Service is dependant on the exercise of his/her own skill and judgment.

The Licensee must make use of the contents of the Databases in accordance with current legislation and regulations.

The Software Owners are not responsible for the Licensee's failure to access the Service due to technical faults such as a failed telephone connection, network breakdown, a problem caused by the Licensee's computer configuration, power failure, or any other occurrence that falls outside the terms and conditions of this Agreement.

The Licensor shall not be liable for any failure or delay in the performance of its obligations under this Agreement that is caused by any circumstances that are outside the Licensor's reasonable control.

9. Warranties

The Licensor warrants and represents to the Licensee that it has used its best endeavours to obtain the power and authority to enter into this Agreement, and to make available the Service, the Software and the Databases to the Licensee. The Licensor further warrants that it has used its best endeavours to obtain all rights, consents and approvals necessary for its granting of this licence to use the Service. To the full extent permitted by law, the foregoing warranty is in lieu of any and all other warranties, express or implied including without limitation, warranties of merchantability or fitness for a particular purpose. The Licensor neither assumes nor authorises any other person to assume for the Licensor any other liability in connection with the licensing of the Service under this Agreement. Although care has been used by the Database Producers in preparing the Databases contained in this Service, the Licensor disclaims any liability for the accuracy of the information contained in those Databases.. The Licensor assumes no responsibility with respect of the Licensee's use of the Service and shall not be liable for loss of profits, loss of use or incidental, consequential, or exemplary damages even if aware of the possibility thereof. In no event may the Licensee bring any claim or action against the Licensor more than one year after the cause of action for that claim or action arises.

10. Payment and billing

Where the Agreement is for an initial period of 12 months as indicated in Part 1 of this Agreement, the Licensee shall make the following payments to the Licensor in accordance with the charges and any other terms specified in the Tariff:-

- the Subscription Fee for the relevant user licence and period indicated in Part 1 of this Agreement, due on the Commencement Date
- For each 12 months following the expiry of 12 months from the Commencement Date the Subscription Fee for the subsequent period of 12 months
- On the Licensor's demand, any other charges or liabilities due and payable by the Licensee to the Licensor, whether under the Agreement or under any other agreements entered into between the Licensor and the Licensee which are from time to time outstanding.

All charges referred to in this clause (together with any sales or other value added tax applicable) shall be payable when the Licensee receives an invoice from the Licensor.

11. Termination of Licence

In addition to all other legal remedies that may be available to the Licensor, the Licensor is entitled to terminate the licence granted hereunder upon giving the Licensee notice if the Licensee breaches any term of the Agreement.

In addition the Licensor may, by not less than 30 days notice to the Licensee in advance of the expiration of the current twelve months licence period, terminate the Agreement.

A renewal notice will be sent to the Licensee before the end of the period indicated in Part 1 to this Agreement. It is up to the Licensee to renew the Agreement before the date indicated in order to avoid interruption of the service. The Licensee may terminate this Agreement by giving the Licensor not less than 90 days written notice expiring on the last day of the initial period set out in Part 1 or expiring on the last day of any subsequent 12 month subscription period.

In the eventuality of late payment, the Licensor may charge interest on any late payment at a rate as permitted by the Laws of the country of the Licensor or, in the absence of such Laws, equal to one and a half times the current central bank base interest rate effective in the country of the Licensor.

12. Personal data and confidentiality

Research carried out by the Licensee and the results thereof are covered by a confidentiality commitment and accordingly the Licensee must not make such research results available to a third party. The Licensee must not use any information contained from the Service otherwise than as permitted by this Agreement and must keep secure any information the Licensee has obtained from using the Service.

The Licensee gives consent for information provided in Part 1 of this Agreement to be made available to and used by the ASP Service host and the Software owners for the purposes of managing access to the Service and made available to and used by the Database Producers for the purpose of managing the subscription and providing information to the Licensee about the Service. Information given will not be made available to third parties.

In accordance with current legislation in the country of the Licensor the Licensee may have a right to access and rectify certain data held by Licensor about him/her. To exercise this right, the Licensee should contact the Licensor.

13. Competent jurisdiction and applicable legislation

In the eventuality of any dispute relating to the provision of the Service or the terms and conditions of this Agreement the Laws of the country of the Licensor shall apply and the parties submit to the courts of that jurisdiction.

14. Variation

The Licensor:-

- May vary all or any of its charges by publishing any such variation in the Tariff, such variation to have immediate effect unless otherwise stipulated therein.
- Reserves the right to vary the terms and conditions of this Agreement as a direct result of new legislation, statutory instruments, government regulations or licences or similar events provided that such variations shall be limited to the extent necessary for these purposes.
- May at its sole discretion elect to notify the Licensee of any such variation in writing or by publishing such variation at its principal place of business.
- Shall be authorised to insert information in Part 1 where Part 1 is incomplete and to make alterations thereto provided that in either case such insertions or alterations do not affect in any material way the substance of this agreement.

15. General

The Agreement may only be varied by an instrument in writing, signed by the parties.

The Licensee may not assign or subcontract the whole or any part of this Agreement to any person without the Licensor's prior written consent.

The Licensor may assign and transfer all or some of its rights and liabilities under the whole or any part of this Agreement to another body which is or will be after the assignment carrying on the functions of the Licensor to which this Agreement relates.

This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements and arrangements in respect of its subject matter.

All notice given under this Agreement must be in writing and must be delivered either personally, by pre-paid post or by facsimile, to the address of the other party as notified from time to time and will be deemed to be served:

- (a) in the case of a notice delivered personally, at the time of delivery;
- (b) in the case of a notice sent by pre-paid post, on the 5th Business Day after the date of posting;
- (c) in the case of a notice sent by facsimile between the hours of 9 a.m. and 5 p.m. (in the place of receipt) on a Business Day, at the time of transmission, and otherwise on the next Business Day following transmission, provided that in both cases the sender's fax machine generates a transmission report confirming that the fax was sent to the recipient's fax number and confirming that all the pages were successfully transmitted.

The Licensee acknowledges and agrees that it has not entered into this Agreement in reliance on any representation, warranty or undertaking which is not set out or referred to in this Agreement.

Termination or expiry of the Agreement will not affect any rights of the parties accrued up to the date of termination or expiry. Any provisions of this Agreement that contemplate or are capable of operation after termination or expiry will continue in full force and effect despite termination or expiry of this Agreement.

Failure by either Party at any time to enforce any provisions of the Agreement or to require performance by either Party of any provision of the Agreement will not be construed as a waiver of any such provision and will not affect the validity of the Agreement or the right of either Party to enforce any provision in accordance with its terms.

If any provision of this Agreement is declared by a judicial or other competent authority to be illegal or otherwise unenforceable then that provision will be severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

In this Agreement, unless the context otherwise requires:

- (a) headings and sub-headings are for ease of reference only and will not affect the construction of this Agreement;
- (b) all references to clauses are references to clauses to this Agreement;
- (c) all references to agreements, documents or other instruments include a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned from time to time;
- (d) words importing one gender will include the other gender, words in the singular will include the plural, and 'person' will include any individual, partnership, firm, trust, body corporate, corporation, sole agency or unincorporated body of persons or associations;
- (e) references to any enactment, order, regulation, code of practice or other similar instrument will be construed as a reference to such enactment order, regulation, code of practice or instrument as amended or re-enacted; and
- (f) references to "party" or "parties" means a party or the parties to this Agreement.