

Contract form for supply of products to consortium of academic institutions CUP 2017/2

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| Consortium Name | |
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| Telephone | +7-495-6989330 |
| Email | [gpntb@gpntb.ru](mailto:gpntb@gpntb.ru) |

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| l | Cambridge Journals Online (Full Package) | July 1,2017- December 31,2017 |  |
| 2 | Cambridge Companions Online (Literature & Classics) |  |  |
| 3 | MRS OPL |  |  |
| 4 | Africa Bibliography Online |  |  |
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| 6 | Orlando |  |  |

Purchased Products

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|  | Product Name | Purchase Fees |
| l | Cambridge Books Online & University Publishing Online |  |
| 2 | Ben Jonson Online |  |
| 3 | Dictionary of Irish Biography Online |  |
| 4 | Historical Statistics of the United States |  |
| 5 | Cambridge Journals Digital Archive (2009 Collection) |  |
| 6 | Cambridge Histories Online |  |
| 7 | Cambridge Histories Online 2013 update |  |
| S | Cambridge Histories Online 2014 update |  |

For individual Package or Product title lists - see attached spread sheets. Other

Annual Access Fees and other terms

The Licensee shall pay an annual access fee of £300 in respect of Cambridge Books Online, Ben Jonson Online, Cambridge Journals Online, Cambridge Histories Online, Cambridge Journals Digital Archive, and Historical Statistics of the United States. This fee shall be waived annually provided that the Licensee subscribes to or purchases any online product directly from Cambridge during that year.

The Consortium Members shall be those parties listed in the attached Schedule 1.

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1) The definition of "Authorised User" in the accompanying "Licence Terms for Consortium" shall be deleted and replaced as follows:

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1. A new clause 2.4.4 shall be added to the accompanying "Licence Terms for Consortium' as follows:

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The Main Brach of the Bank of Russia for the Central Federal District Beneficiary account: 40501810845252000079

The Licensee confirms that it has read and agrees to the terms set out in this Contract Form and the attached "Licence Terms for Consortium".

Furthermore on behalf of each of the following Consortium Members Licensee confirms that the Consortium Members have read this Contract Form and the attached "License Terms for Consortium" and in consideration for access to certain of the Products {as set out above) agrees that they:

shall and shall {as a primary obligation) ensure that Authorised Users shall only access and use the Products as permitted in these licence terms; and

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|  | Cambridge \_ | Licensee |
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| Print Name |  | YakovShrayberg, Director General |
| Date | 14-/7/ 1Г |  |

Schedule 1

1. For the period 2017, the perpetual access is to be granted to following 50 Consortium Members:

|  |  |  |  |
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| # | Library | Contact | Email |
| 1 | Immanuel Kant Baltic Federal University | Filippova Elena | EAFilippovaPkantiana.ru |
| 2 | Library for Natural Sciences of RAS | Glushanovskiy Aleksey | avglushPbenran.ru |
| 3 | Voronezh State University | Gorbunova Lyudmila | gorbunovaP lib.vsu.ru |
| 4 | Russian National Public Library for Science and Technology | Evstigneeva Galina A. | gaePepntb.ru |
| 5 | State Public Scientific Technological Library of the Siberian Branch, Russian Academy of Sciences | Larisa Bosina | bosinaPsosl.nsc.ru |
| 6 | Far Eastern Federal University | Elena Povesma | [povesma.ek@dvfu.ru](mailto:povesma.ek@dvfu.ru) |
| 7 | European University at St.Petersburg | Ona Lapenaite | libraryPeu.spb.ru, OnaPeu.spb.ru,  tmpPeu.SDb.ru |
| 8 | Institute of High Current Electronics, Siberian Branch, Russian Academy of Sciences | Masyaikina Evgenia Anatolievna | libPlib.hcei.tsc.ru |
| 9 | Kazan Federal University | Bayramova Marsela | [lsl@kpfu.ru](mailto:lsl@kpfu.ru) |
| 10 | Lomonosov Moscow State University | Kalinina Tatiana | tkalininapnbmgu.ru |
| 11 | Moscow institute of physics and technology (state university) | Mashkovtseva Ekaterina | librarvPmail.mipt.ru |
| 12 | National University of Science and Technology "MISiS" | Stoyanova Olga, Ahmetzhanova Svetlana | dvoretskayaPmisis.ru, swtPntb.misis.ru |
| 13 | Tomsk State University | Viktoriia Politykina | politvaPlib.tsu.ru |
| 14 | Tomsk Polytechnic University | Tsurtsumia Rimma | tsurtsumiaPtpu.ru |
| 15 | National Research University Higher School of Economics | Vladimir Pislyakov | DisIvakovPhse.ru |
| 16 | National Research University "Moscow Power Engineering Institute" | Yuliya Kuznetsova | KuznetsovaYVPmpei.ru |
| 17 | National Research Nuclear University "MEPhi"(Moscow Engineering Physics Institute) | Shlenova Elena | EAShlyonovaPmeDhi.ru |
| 18 | Novosibirsk State University | Kamanova Elena | L Lvasushinaplibr.nsu.ru |
| 19 | Perm State University | Brovtsina Irina Viktorovna | brovtsvnaPpsu.ru |
| 20 | Russian State Library | Elena Kolgushkina | KoleushkinaESPrsl.ru |
| 21 | National Library of Russia | Bakhorin Aleksandr Alekseevich | aabPnlr.ru |
| 22 | Peoples' Friendship University of Russia (PFUR) | Svetlana Fomicheva | fomicheva saPofur.ru |
| 23 | St Petersburg State University | Ekaterina Polnikova | e.polnikovaPspbu.ru |
| 24 | Saratov State University | Krutikhin Igor | KrutikhinlVPinfo.seu.ru |
| 25 | North-Western State Medical University named after I.I Mechnikov | Zhmykhova Larisa | lansa.zhmvkhovaPszgmu.ru |

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| --- | --- | --- | --- |
| 26 | Siberian Federal University (SibFU) | Parfyonova Galina Ivanovna | [Kiparfyonova@sfu-kras.ru](mailto:Kiparfyonova@sfu-kras.ru) |
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| 28 | Ural Federal University | Elena Okhezina | [elena.okhezina@urfu.ru](mailto:elena.okhezina@urfu.ru) |
| 29 | loffe Physical-Technical Institute of the Russian Academy of Sciences | Parygina M.F. | [libl@mail.ioffe.ru](mailto:libl@mail.ioffe.ru) |
| 30 | Central Scientific Library of the Far Eastern Branch of the Russian Academy of Sciences | Buzan Elena Nikolaevna | [bouzan@cnb.dvo.ru](mailto:bouzan@cnb.dvo.ru) |
| 31 | Central Scientific Library of the Urals Branch of the Russian Academy of Sciences | Oganova Olga | [oganova@cbibl.uran.ru](mailto:oganova@cbibl.uran.ru) |
| 32 | Southern Federal University | Dudnikova Olga | dudnikova (Ssfedu.ru |
| 33 | Belgorod State National Research University | Voronkova N. | Vo ro n kova (5) bs u. ed u. ru |
| 34 | Margarita Rudomino All- Russia State Library for Foreign Literature | Pozdnyshev Anton | [anton.e.pozdnvshev@libfl.ru](mailto:anton.e.pozdnvshev@libfl.ru) |
| 35 | Institute for Problems in Mechanical Engineering of the Russian Academy of Sciences | Motygin Oleg Valer'evich | [o.v.motvein@gmail.com](mailto:o.v.motvein@gmail.com) |
| 36 | Institute of Solar-Terrestrial Physics of Siberian Branch of Russian Academy of Sciences | Kapurkina Olga | librarvPiszf.irk.ru |
| 37 | Irkutsk State University | Mitina Oksana | [elib@admin.isu.ru](mailto:elib@admin.isu.ru) |
| 38 | Moscow pedagogical state University | Likhanova Irina Vyacheslavovna | [iv.likhanova@mDRu.edu](mailto:iv.likhanova@mDRu.edu) |
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| 43 | St. Petersburg Institute for Informatics and Automation of the Russian academy of sciences | Ronzhin Andrey Leonidovich | [ronzhin@iias.sob.su](mailto:ronzhin@iias.sob.su) |
| 44 | The Sociological Institute of the Russian Academy of Sciences | Divisenko Konstantin | [divis@inbox.ru](mailto:divis@inbox.ru) |
| 45 | Special Astrophysical Observatory of the Russian Academy of Sciences | Philippova Ekaterina | [katva@sao.ru](mailto:katva@sao.ru) |
| 46 | Tver State University | Trachek Elena | [Trachek.EY@tversu.ru](mailto:Trachek.EY@tversu.ru); [heltra@vandex.ru](mailto:heltra@vandex.ru) |
| 47 | Ulyanovsk State University | Barannikova Elena | [bibiio@lib.ulsu.ru](mailto:bibiio@lib.ulsu.ru) |
| 48 | Dubna State University | Irina Apel | [iva@uni-dubna.ru](mailto:iva@uni-dubna.ru) |
| 49 | Federal Research Center Institute of Applied Physics of the Russian Academy of | Igor V. Koryukin | [ieor@aopl.sci-nnov.ru](mailto:ieor@aopl.sci-nnov.ru) |

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| --- | --- | --- | --- |
|  | Science |  |  |
| 50 | Yaroslavl state university | Shamatonova Galina Leonidovna | [shgl@univar.ac.ru](mailto:shgl@univar.ac.ru) |
| For the period from July 1, 2017 till December 31,2017 the subscription only access is to be granted to following 18 Consortium Members | | | |
| # | Library | Contact | Email |
| 1 | Altai State University | Shelepova Elena | [ele-shelepova@vandex.ru](mailto:ele-shelepova@vandex.ru) |
| 2 | Russian Academy of Sciences Library | Grammatchikov Sergey | [svg@rasLnw.ru](mailto:svg@rasLnw.ru) |
| 3 | Buryat State University | Volozhanina O.A. | [volozhanina@bsu.ru](mailto:volozhanina@bsu.ru) |
| 4 | State Research Institute of Genetics and Selection of Industrial Microorganisms | Zlotina Sofiya Nikolaevna | [Zlotina@senetika.ru](mailto:Zlotina@senetika.ru) |
| 5 | Zoological Institute Russian Academy of Sciences | Maria K. Stanyukovich | office@zjnru |
| 6 | Koltzov Institute of Developmental Biology of Russian Academy of Sciences | Abramova Elena Borisovna | [ele0806@vandex.ru](mailto:ele0806@vandex.ru) |
| 7 | Institute of Biochemistry and Genetics of Ufa Science Centre RAS | Chemeris A.V. | [chemeris@anrb.ru](mailto:chemeris@anrb.ru) |
| 8 | Sobolev Institute of Mathematics SB RAS | Gulyaeva Lyubov | [Klg@math.nsc.ru](mailto:Klg@math.nsc.ru) |
| 9 | Institute of molecular genetics Russian academy of sciences | Naumova Galina Nikolaevna | [naumova@img.ras.ru](mailto:naumova@img.ras.ru) |
| 10 | Federal Research Center "Krasnoyarsk Science Center" of the Siberian Branch of the Russian Academy of Sciences | Olga Rogoznikova | [cnb@ksc.krasn.ru](mailto:cnb@ksc.krasn.ru) |
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| 12 | Penza State University | Kuznetsova Marina Vladimirovna | [kmvnio@vandex.ru](mailto:kmvnio@vandex.ru) |
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| 15 | North-Caucasus Federal University | Sumskoy Dmitriy Aleksandrovich | о [bokhovko@mail.ru](mailto:bokhovko@mail.ru) |
| 16 | Togliatti state University | Yasnikova Elena | [E.Yasnikova@tltsu.ru](mailto:E.Yasnikova@tltsu.ru) |
| 17 | Federal Research Center Institute of Cytology and Genetics, Siberian Branch of the Russian Academy of Sciences | Antimoniy Lubov Nikolaevna | [librarv@bionet.nsc.ru](mailto:librarv@bionet.nsc.ru) |
| 18 | Chelyabinsk State University | Frolova Mariya Yevgen'yevna | [drd@csu.ru](mailto:drd@csu.ru) |

Schedule 2

CUP Licensed Database-2017 Full Package (384 journals)

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| Title | Volume range 2017 | Earliest content avail in packages | GO URL |
| Acta Neuropsychiatrica | 29:1-29:6 | Vol 21 (2009) | <http://journals.cambridge.org/NEU> |
| Acta Numerica | 26:1-26:1 | Vol. 9.0 (Jan 2000) | <http://journals.cambridpe.orE/ANU> |
| Advances in Animal Biosciences | 8:1-8:3 | Vol. 1:1 (Apr 2010) | <http://journals.cambridee.ore/ABS> |
| Advances in Applied Mathematics and Mechanics | 9:1-9:6 | Volume 3 (2011) | http://iaurnal5.c3i7ibrid£e.on7/AAM |
| Advances in Applied Probability | 49:1 - 49:4 | Current +4 rolling access | <http://journals.cambridge.org/APR> |
| Advances in Archaeological Practice | 5:1-5:4 | Vol 1 (2013) - current | <http://ioumals.cambridpe.orp/AAP> |
| Africa | 87:1 - 87:4 | Vol. 70 (2000) | <http://journals.cambridge.org/AFR> |
| African Studies Review | 60:1 - 60:3 | Vol. 48 (2005) | <http://journals.cambridge.org/ASR> |
| Ageing & Society | 37:1-37:10 | Vol. 17.1 (Jan 1997) | <http://journals.cambridpe.org/iid.ASO> |
| Agricultural and Resource Economics Review | 46:1-46:3 | Vol 45 (2016) Open Access | <http://iournals.csmbridge.ore/AGE> |
| Al EDAM | 30:1 - 30:4 | Vol. 12.1 (Jan 1998) | <http://journals.cambridge.org/AIE> |
| AJIL Unbound |  | All years | <http://iournals.cambridpe.orp/AJU> |
| AIS Review | 41:1-41:2 | Vol 26:1 (Apr 2002) | <http://journals.cambridge.org/AJS> |
| American Antiquity | 82:1-82:4 | Vol 76 (2011) - current | <http://journaisxambridfje.ore/AAQ> |
| American Journal of International Law | 111:1-111:4 | Vol 106 (2012) - current | <http://journals.cambridge.ore/AJI> |
| American Political Science Review | 111:1-111:4 | Vol. 95.1 (Mar 2001) | <http://journals.cambridge.ore/jid> PSR |
| Americas | 74:1 - 74:4 | Vol 66:3 (2010) | 1 ilLp://jour n.jl-jcoi^y.tiijar-.oi il/1 AM |
| Anatolian Studies | 67:1-67:1 | Vol. 59 (2009) | <http://joumals.cambridge.org/ANK> |
| Ancient Mesoamerica | 28:1-28:2 | Vol. 10.1 (Jul 1999) | <http://journals.cambridge.org/ATM> |
| Anglo-Saxon England | 46:1-46:1 | Vol. 30 (Dec 2001) | <http://journals.cambridge.org/jid> ASE |
| animal | 11:1-11:12 | Vol 1:1 (Feb 2007) | <http://journals.cambridge.org/ANM> |
| Animal Health Research Reviews | 18:1-18:2 | Vol 1:1 (Jun 2000) | <http://journals.cambridge.org/AHR> |
| Annales. Histoire, Sciences Sociales: Edition Frangaise | 72:1-72:4 | Vol 66 (2011) - current | <http://journals.cambridge.org/AHS> |
| Annals of Actuarial Science | 11:1-11:2 | Vol. 1:1 (2006) | <http://iournals.cambridge.ore/AAS> |
| Annals of Glaciology | 58:1-58:3 | Vol 57 (2016) Open Access | <http://iournals.cambridpe.ore/AOG> |
| Annual of the British School at Athens | 112:1-112:1 | Vol 103 (Nov 2008) | <http://journals.cambridpe.orR/ATH> |
| Annual Review of Applied Linguistics | 37:1-37:1 | Vol. 19 (Jan 1999) | <http://joumals.cambridge.org/APL> |
| Antarctic Science | 29:1-29:6 | Vol. 1.1 (Mar 1989) | http://journa|s,cambridge.org/ANS |
| Antichthon | 51:1-51:1 | vol 47 (2013) | <http://journals.cambridge.org/ANN> |
| Antiquaries Journal | 97:1-97:1 | Vol 86 (Sep 2006) | <http://journals.cambridge.orp/ANT> |
| Antiquity | 91:355 - 91:359 | volume 89 (2015) | <http://journals.cambridge.orE/AQY> |
| ANZIAM Journal | 59:3 - 60:2 | Vol. 49:3 (Jan 2008) - or preceding 5 years | <http://journals.cambridge.orE/ANZ> |
| Applied Psycholinguistics | 38:1-38:6 | Vol. 20.1 (Mar 1999) | <http://journals.cambridpe.org/APS> |
| APSIPA Transactions on Signal and Information Processing | 6:1-6:1 | Open Access | <http://iournals.cambridEe.ore/SIP> |
| Arabic Sciences and | 27:1-27:2 | Vol. 10.1 (Mar 2000) | <http://journals.cambridpe.org/ASP> |

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| Philosophy |  |  |  |
| Archaeological Dialogues | 24:1 - 24:2 | Vol. 10.1 (Jun 2003) | <http://journals.cambridge.org/ARD> |
| Archaeological Reports | 63:1-63:1 | Vol 53 (Nov 2007) | <http://journals.cambridge.org/ARE> |
| Architectural History | 60:1-60:1 | Vol. 56 (2013) | <http://journals.cambridse.org/ARH> |
| arq: Architectural Research Quarterly | 21:1-21:4 | Vol. 5.1 (Mar 2001) | <http://journals.cambridge.org/ARQ> |
| Art Libraries Journal | 42:1-42:4 | vol 40 (2015) | <http://journals.cambridge.org/AL>) |
| Asian Journal of Comparative Law | 12:1-12:2 | Vol 8 (2013) | <http://journals.cambridge.org/ACL> |
| Asian Journal of International Law | 7:1-7:2 | Vol 1 (2011) | <http://journals.cambridge.org/AJL> |
| Asian Journal of Law and Society | 4:1-4:2 | Vol 1 (2014) | <http://iournals.cambridge.org/ALS> |
| ASTIN Bulletin: The Journal of the IAA | 47:1-47:3 | Vol 39 (2009) | <http://iournals.cambridBe.org/ASB> |
| Australasian Journal of Organisational Psychology | 10:1 -10:1 | Vol.1 (2008) | <http://journals.cambridge.org/ORP> |
| Australasian Journal of Special Education | 41:1-41:2 | Vol 32 (2008) | <http://journals.cambridge.org/JSE> |
| Australian Journal of Environmental Education | 33:1-33:3 | Vol 24 (2008) | <http://journals.cambridge.org/AEE> |
| Australian Journal of Indigenous Education | 46:1-46:2 | Vol 37 (2008) | <http://journals.cambridge.org/JIE> |
| Australian Journal of Rehabilitation Counselling | 23:1-23:2 | Vol. 14 (2008) | <http://journals.cambridge.org/JRC> |
| Austrian History Yearbook | 48:1-48:1 | Vol. 36 (Jan 2005) | <http://ioumals.cambridge.org/AHY> |
| Behavioral and Brain Sciences | 40:1-40:1 | Vol. 20.1 (Mar 1997) | <http://journals.cambridge.org/BBS> |
| Behaviour Change | 34:1 - 34:4 | Vol 25 (2008) | <http://journals.cambridge.org/BEC> |
| Behavioural and Cognitive Psychotherapy | 45:1-45:6 | Vol. 26.1 (Jan 1998) | <http://iournals.cambridge.org/BCP> |
| Bilingualism: Language and Cognition | 20:1 - 20:5 | Vol. 1.1 (Apr 1998) | http://iQurn9ls.cambridge,org/Bll |
| Bird Conservation International | 27:1-27:4 | Current + 5 years | <http://journals.cambridge.org/BCI> |
| BJHS Themes | 1:1-1:1 |  | <http://ioumals.cambridge.org/BJT> |
| Brain Impairment | 18:1-18:3 | Vol. 9 (2008) | <http://journals.cambridge.ore/BIM> |
| Britannia | 48:1-48:1 | Vol 36 (Nov 2005) | <http://journals.cambridge.org/BRI> |
| British Actuarial Journal | 22:1-22:3 | Vol. 1:1(1995) | <http://journals.cambridge.org/BAJ> |
| British Catholic History | 33:3-33:4 | Vol 30:1 (2010) | <http://journals.cambridge.org/BCH> |
| British Journal for the History of Science | 50:1-50:4 | Vol. 34:1 (Mar 2001) | <http://journals.cambridge.org/BJH> |
| British Journal of Music Education | 34:1 - 34:3 | Vol. 16.1 (Mar 1999) | <http://journals.cambridge.org/BME> |
| British Journal of Nutrition | 117:1 -118:12 | Vol 97:1 (2007) | <http://journals.cambridee.ore/BJN> |
| British Journal of Political Science | 47:1 - 47:4 | Vol. 27.1 (Jan 1997) | <http://journals.cambridge.org/JPS> |
| Bulletin of Entomological Research | 107:1-107:6 | Vol 89 (Jan 1999) | <http://journals.cambridge.org/BER> |
| Bulletin of Symbolic Logic | 23:1-23:4 | Current + 5 years | <http://journals.cambridge.org/BSL> |
| Bulletin of the Australian Mathematical Society | 95:1-96:3 | Current + 5 years | <http://journals.cambridge.org/BAZ> |
| Bulletin of the School of Oriental and African Studies | 80:1-80:3 | Vol. 64.1 (Feb 2001) | <http://journals.cambridge.org/BSO> |
| Business and Human Rights Journal | 2:1-2:2 | All Current | <http://journals.cambridee.orK/BHJ> |

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| --- | --- | --- | --- |
| Business and Politics | 19:1 -19:4 | Vol 18 (2016) | <http://journals.cambridge.org/BAP> |
| Business Ethics Quarterly | 27:1-27:4 | Vols 21 (2011) | <http://journals.cambridee.org/BEQ> |
| Business History Review | 91:1-91:4 | Vol 83:1 (2009) | <http://journals.cambridee.ore/BHR> |
| Byzantine and Modern Greek Studies | 41:1-41:2 | Vol 37 (2013) | <http://iournals.cambridRe.org/BYZ> |
| Cambridge Archaeological Journal | 27:1-27:4 | Vol. 10.1 (Apr 2000) | <http://journals.cambridge.org/CAJ> |
| Cambridge Classical Journal | 63:1-63:1 | Vol. 55 (2009) | <http://journals.cambridge.org/Ca> |
| Cambridge Journal of Postcolonial Literary Inquiry | 4:1-4:3 | Current + 4 years | <http://journals.cambridRe.orR/PLI> |
| Cambridge Law Journal | 76:1 - 76:3 | Vol. 57.1 (Mar 1998) | <http://iournals.cambridge.org/CU> |
| Cambridge Opera Journal | 29:1 - 29:3 | Vol. 12.1 (Mar 2000) | <http://journals.cambridge.org/OPR> |
| Cambridge Quarterly of Healthcare Ethics | 26:1-26:4 | Vol. 7.1 (Jan 1998) | <http://journals.cambridge.org/CQH> |
| Cambridge Yearbook of European Legal Studies | 19:1 -19:1 | Vol 16 2013-2014 (2014) | <http://journals.cambridge.org/CEL> |
| Canadian Entomologist | 149:1-149:6 | Vol 135 (2003) | http://journals,cambridge.org/TCE |
| Canadian Journal of Emergency Medicine | 19:1 -19:6 | Vol 17 (2015) - current | <http://journals.cambridBe.org/CEM> |
| Canadian Journal of Law & Jurisprudence | 30:1 - 30:2 | Vols 26 (2013) | <http://journals.cambridge.org/CJL> |
| Canadian Journal of Law & Society / La Revue Canadienne Droit et Societe | 32:1-32:3 | Vol. 26 (2011) | <http://journals.cambridge.org/CLS> |
| Canadian Journal of Linguistics/Revue canadienne de linguistique | 62:1-62:4 | Vol 59 (2014) - current | <http://journals.cambridpe.ore/CIMJ> |
| Canadian Journal of Neurological Sciences |  | Vol 38 (2011) - current | <http://journals.cambridge.orp/aN> |
| Canadian Journal of Political Science/Revue canadienne de science politique | 50:1-50:4 | Vol. 33.1 (Mar 2000) | <http://journals.cambridee.ore/Jid> aP |
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3. Licensee shall pay the Fees in accordance with the payment provisions set out in

the Contract Form within 30 days of the date of invoice unless different payment provisions are set out in the invoice. Without prejudice to any other right or remedy that Licensor may have, where Licensee fails to pay the Fees and any VAT or other applicable sales tax on the due date, Licensor shall be entitled to: The Licensee shall pay the

1. charge interest at a rate of 4% per annum above the base lending rate of Barclays Bank pic, accruing on a daily basis until the date of actual payment; and
2. delay the activation of or suspend access to the Products previously granted until full payment is made of any Fees, and Licensee agrees that the Online Access Period shall not be extended by any period of delay or suspension resulting from late payment.

TERM AND TERMINATION

1. The Online Access may be renewed by mutual consent for additional periods upon payment of the agreed Online Access Fees.
2. Either party may terminate this Agreement (and Licensor may terminate this Agreement in part) immediately by serving written notice on the other in the event that the other party commits a material breach of this Agreement, and in the case of a breach capable of remedy, fails to remedy the same within 30 days of a written request to do so. Licensee, Consortium Member or an Authorised User's breach of clause 4 or clause 5 shall be deemed a material breach.
3. Upon termination of this Agreement by the Licensor under clause 10.2;
4. Licensee's, Consortium Member's and Authorised Users' rights to access and use the Products shall immediately terminate and Online Access shall cease;
5. Licensee shall immediately cease using any passwords or other Authorised User identification to access the Products;
6. Licensee shall ensure that all Consortium Members and Authorised Users shall do likewise; and
7. Licensor shall not be required to refund any Fees. Any copies of Product information and/or content shall be deleted from Licensee's and each Consortium Member's records and storage media.
8. On termination of this Agreement by the Licensee under clause 10.2, Online Access to the Products shall continue for the applicable Online Access Period or on a perpetual access basis, as appropriate, unless Licensor is unable to provide such access, in which case the relevant provisions in clause 2.1 shall apply.

11 DATA PROTECTION

11.1 Unless otherwise defined, terms in this clause 11 shall have the meanings defined in the Data

Protection Act 1998 (as amended from time to time). Licensee acknowledges, and shall ensure that Consortium Members acknowledge, that Licensor may use any Personal Data provided by Licensee or Consortium Member for the purposes of the fulfilment of this Agreement and as may be

further detailed in Licensor's privacy policy,

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<http://www.cambridae.otK/policy/ptivacv>. which may be revised from time to time (Purpose). Licensee's and any Consortium Member's Personal Data may be transferred to Licensor's or its agent's or subcontractor's offices, which may be located outside of the European Economic

Area. By entering into this Agreement, Licensee and each Consortium Member agrees to the processing and disclosure of its Personal Data for the Purpose.

* 1. ANTI-BRIBERY AND CORRU PTION

12.1 Licensee understands that Licensor acts in accordance with the UK Bribery Act 2010 and other applicable anti-bribery laws in the jurisdictions in which it operates. The Licensee (and its related officers and employees) warrants that it (and Licensee confirms on behalf of each Consortium Member that they each) shall not engage in any activity, practice or conduct in relation to its performance under this Agreement which would constitute an offence under any applicable law or regulation relating to anti-bribery and corruption. The Licensee agrees to promptly notify Licensor of any suspected or known breach of this clause 12.

* 1. CONFIDENTIALITY

13.1 Licensee understands that, in the course of performing its responsibilities under this Agreement, Licensor shall from time to time disclose to Licensee information that is proprietary and/or confidential to Licensor, including but not limited to the terms of this Agreement, market research information and pricing. Licensee agrees to, and agrees to ensuring that each Consortium Member, maintains the confidentiality of all information it receives from Licensor that is not readily available from a public source and not to disclose such information in a way that could be prejudicial to Licensor, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. This clause 13 shall survive the termination of this Agreement.

* 1. GENERAL
     1. Licensee may not assign, transferor sub-license its rights or obligations under this Agreement.
     2. In no circumstances shall Licensor be liable to Licensee, Consortium Member or any Authorised User for any delay or failure to perform its obligations due to an event beyond its reasonable control, including but not limited to loss or failure of third party controlled IT equipment and internet connections.
     3. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to its subject-matter. 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.
     4. This Agreement may not be amended, varied or supplemented except in writing signed by duly authorised representatives of both parties.
     5. If any provision of this Agreement (or any part of any provision) is found by a court to be unenforceable that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected.
     6. No provision of this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
     7. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next business day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by e-mail, if to Cambridge at [generalcounsel@cambridge.org](mailto:generalcounsel@cambridge.org). and if to the Licensee, at the e- mail address on the Contract Form. Any notice shall be deemed to have been duly received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next business day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; if sent by e-mail, at 9.00 am on the next business day after transmission. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
     8. The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
     9. Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.
     10. This Agreement is drafted in the English language. If this Agreement is translated into any other language in the event of conflict the English language version shall prevail.
     11. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is subject to English Law. The parties submit to the non-exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non­contractual disputes or claims).