

THIS LICENCE IS AGREED the \_\_\_\_\_ of \_\_\_\_\_ ,

## BETWEEN

the **INSTITUTION OF STRUCTURAL ENGINEERS** a company registered by Royal Charter with Company No. RC000274 and a charity registered in England with Charity No. 233392 and whose registered office is at 11 Upper Belgrave Street, London, SW1X 8BH (“the Publisher”)

and \_\_\_\_\_ a company registered in  
with Company No. \_\_\_\_\_ and whose registered office is at

(“the Licensee”)

**WHEREAS** the Publisher holds the rights granted under this Licence

**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: -

### 1. INTERPRETATION

1.1 In this Licence, the following terms shall have the following meanings: -

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- 1.4 In the event and to the extent only of any conflict between the clauses and the schedules, the clauses shall prevail.
- 1.5 Where the context so admits or requires, words denoting the singular include the plural and vice versa.
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- 2.2 This Licence shall commence at the beginning of the Subscription Period, for each of the Licensed Materials as set out in Schedule 1 or in new Schedules to this Licence that may be added subsequently; and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed in writing to renew it.
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- 6.1.3 use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorised use or other breach, inform the Publisher and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- 6.1.4 issue passwords or other access information only to Authorised Users and use all reasonable endeavours to ensure that Authorised Users do not divulge their passwords or other access information to any third party;
- 6.1.5 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 Material in accordance with its obligation under clause 5.3.3. Should the Licensee make any significant change to such information, it will use reasonable endeavours to notify the Publisher not less than ten (10) days before the change takes effect.
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- 7.1.2 if either party commits a material or persistent breach of any term of this Licence and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the other party;
- 7.1.3 if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 7.2 On termination all rights and obligations of the parties automatically terminate except as specifically provided in this Licence.
- 7.3 On termination of this Licence for cause, as specified in clauses 7.1, the Licensee shall immediately cease to distribute or make available the Licensed Materials to Authorised Users.
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- 8.1 This Licence constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this Licence, whether oral or written.
- 8.2 Alterations to this Licence and to the Schedules to this Licence are only valid if they are recorded in writing and signed by both parties.
- 8.3 Neither party may assign or transfer any of its rights or obligations under this Licence, except as provided in this Licence in respect of the Agent and the management of the Server, without prior written consent of the other such consent not to be unreasonably withheld or delayed, save that the Publisher may assign or transfer its rights under the Licence without consent provided it gives advance notice to the Licensee.
- 8.4 If either party shall come under the control of any third party other than that by which it is controlled at the date of this Licence, the other shall have the right immediately to terminate or renegotiate the terms of this Licence. Control shall mean either the ownership of more than fifty per cent (50%) of the ordinary share capital carrying the right to vote at general meetings or the power to nominate a majority of the board of directors.
- 8.5 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Licence or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting.
- 8.6 Neither party's delay or failure to perform any provision of this Licence, as a 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.
- 8.7 The invalidity or un-enforceability of any provision of this Licence shall not affect the continuation or enforceability of the remainder of this Licence.
- 8.8 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.

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- 9.1 This licence shall be governed by and construed in accordance with English law and the Parties irrevocably agree that any dispute arising out of or in connection with this Licence will be subject to and within the jurisdiction of the English courts.
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- 9.4 Each party shall provide the expert with such information as he may reasonably require for the purposes of his decision.
- 9.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable or, if no determination is made by the expert, by the parties in equal proportions.

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

**FOR THE PUBLISHER: INSTITUTION OF STRUCTURAL ENGINEERS**

Signature:

LEE BALDWIN  
MANAGING EDITOR

Date:

**FOR THE LICENSEE:**

Signature:

Date:

**SCHEDULE 1**

**LICENSED MATERIALS, SUBSCRIPTION PERIOD AND ACCESS METHOD**

A schedule dated as below to the Licence dated \_\_\_\_\_ between The Institution of Structural Engineers  
and

*THE LICENSED MATERIALS:*

<b>Title</b>	<b>Subscription Period</b>	<b>Fee</b>
<i>The Structural Engineer</i>	January to December	Annual subscription

*ACCESS METHOD:*

Authentication via assigned subscription number  
Authentication via IP address

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Signature:

LEE BALDWIN  
MANAGING EDITOR

Date:

**FOR THE LICENSEE:**

Signature:

Date:

**SCHEDULE 2**

**LICENSEE'S PREMISES**

A schedule dated as below to the Licence dated \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ between The Institution of Structural Engineers and \_\_\_\_\_

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**FOR THE PUBLISHER: INSTITUTION OF STRUCTURAL ENGINEERS**

**FOR THE PUBLISHER: INSTITUTION OF STRUCTURAL ENGINEERS**

Signature:

LEE BALDWIN  
MANAGING EDITOR

Date:

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Signature:

Date: