



HM Revenue
& Customs

HM Revenue & Customs

100 Parliament Street

Westminster

London SW1A 2BQ

and

EBSCO International Inc

6th Floor

Civic Centre

Silver Street

Enfield

EN1 3XA

AGREEMENT relating to HMRC Subscription to EBSCO

Commercial Directorate Ref: SR144857862 HMRC Subscription to EBSCO

Form of Agreement

This Agreement is made between the Commissioners for Her Majesty's Revenue and Customs (the "**Authority**") of 100 Parliament Street, Westminster, London, SW1A 2BQ and EBSCO International Inc (the "**Supplier**") whose company number is FC16134 and whose main or registered office is at 6th Floor, Civic Centre, Silver Street, Enfield, EN1 3XA.

This Agreement is effective from and including 1st February 2019 ("**Effective Date**") and shall expire on 31st January 2022 ("**Expiry Date**").

It is agreed that:

This Form of Agreement together with the Terms and Conditions and Schedules are the documents that form the Agreement.

The Agreement together with the EBSCO Agreements effected by the signing of this Form of Agreement constitute the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes all prior negotiations, representations or understandings whether written or oral. In the event of conflict existing between the terms of this Form of Agreement and the terms of the EBSCO Agreements, the parties expressly acknowledge that the terms of this Form of Agreement shall take precedence in governing the relationship between the parties.

Signed for and on behalf of:

	The Commissioners for HM Revenue & Customs:		EBSCO International Inc
Signature:		Signature:	
Name:		Name:	
Capacity:		Capacity:	
Date:		Date:	
Address:		Address:	
Telephone:		Telephone:	
email:		email:	

Terms and Conditions

1 Interpretation

1.1 In this Agreement, unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:

- “Agreement”** the contract between (i) the Authority acting as part of the Crown and (ii) the Supplier;
- “Authority”** has the meaning given in the Form of Agreement;
- “Authority Data”**
- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - (i) supplied to the Supplier by or on behalf of the Authority; and/or
 - (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
 - (b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified.
- “BPSS”** the HMG Baseline Personnel Security Standard staff vetting procedures, issued by the Cabinet Office Security Policy Division and Corporate Development Group;
- “Central Government Body”** a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- “Charges”** the charges for the Services as specified in Paragraph A5 of Schedule 1 (Service Order);
- “Confidential Information”** all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- “Default”** any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:
- (a) in the case of the Authority, of its employees, servants, agents; or
 - (b) in the case of the Supplier, of its sub-contractors or any Supplier Personnel,

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in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;

“EBSCO Agreements”	comprising of the following agreements contained at Schedule 7 of this Agreement: i) EBSCO Service Level Agreement ii) EBSCO Service Level Agreement for Technical Support Services iii) EBSCO Licence Agreement
“Effective Date”	has the meaning given in the Form of Agreement;
“Expiry Date”	has the meaning given in the Form of Agreement;
“FOIA”	the Freedom of Information Act 2000;
“GDPR”	the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Intellectual Property Rights”	patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Losses”	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
“Key Personnel”	any Supplier Personnel specified as such in Paragraph 4 (Contract Management Roles and Dispute Escalation Points) of Schedule 3 (Contract Management Plan and Management Information) or otherwise notified as such by the Authority to the Supplier in writing;
“Occasion of Tax Non-Compliance”	(a) any Tax return of the Supplier and/or its subcontractor and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier and/or its subcontractor to the Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of: (iii) a Relevant Tax Authority successfully challenging the Supplier or relevant sub-contractor under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR; (iv) the failure of an avoidance scheme which the Supplier or relevant sub-contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent

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or similar regime in any jurisdiction; and/or

- (b) the Tax affairs of the Supplier or any of its sub-contractors have given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the Effective Date or to a civil penalty for fraud or evasion within the last three (3) years;
- (c) For these purposes :
 - (i) a return is "submitted" when it is first submitted to the Relevant Tax Authority and any subsequent amendments or re-submissions are to be ignored; and
 - (ii) a Relevant Tax Authority will not be deemed to have "successfully challenged" the Supplier or a sub-contractor until an appeal against such challenge is no longer possible.

“Party”	the Supplier or the Authority (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Purchase Order Number”	the Authority’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Reimbursable Expenses”	<p>reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Authority's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none">(a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Authority otherwise agrees in advance in writing; and(b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
“Relevant Tax Authority”	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established, resident or liable to any Tax;
“Services”	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
“Services Start Date”	the services start date set out in Paragraph A4 of Schedule 1 (Service Order);
“Specification”	the specification for the Services (including as to quantity, description and quality) as specified in Paragraph A6 of Schedule 1 (Service Order);
“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Supplier”	has the meaning given in the Form of Agreement;

“Tax”

means:

- (a) all forms of tax whether direct or indirect;
- (b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;
- (c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and
- (d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;

“Term”

the period from the Effective Date to the Expiry Date as such period may be extended in accordance with Clause 5.2 or terminated in accordance with the terms and conditions of the Agreement;

“VAT”

value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day”

a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

1.3 In the event of any conflict between the terms of Schedule 1 (Service Order) and any other term of this Agreement, the terms of Schedule 1 shall prevail.

2 Supply of Services

2.1 In consideration of the Authority’s agreement to pay the Charges, the Supplier shall supply the Services to the Authority from the Services Start Date until the end of the Term subject to and in accordance with the terms and conditions of the Agreement.

2.2 In supplying the Services, the Supplier shall:

- 2.2.1 co-operate with the Authority in all matters relating to the Services and comply with all the Authority’s instructions;
- 2.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
- 2.2.3 use Supplier Personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;

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- 2.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 2.2.5 comply with all applicable Laws. ; and
- 2.2.6 Not Used

2.3 Not Used

3 Supply of Goods

3.1 Where, as part of the Services, the Supplier is to sell goods or equipment ("**Goods**") to the Authority:

- 3.1.1 the relevant Goods and their prices shall be as set out in Schedule 1 (Service Order);
- 3.1.2 the Supplier shall supply and, where relevant, install the Goods in accordance with the relevant specification;
- 3.1.3 the Supplier shall ensure that the Goods are free from material defects in design, materials and workmanship and remain so for twelve (12) months after delivery;
- 3.1.4 Not used.
- 3.1.5 Not used.

4 Warranties

4.1 The Supplier represents and warrants that:

- 4.1.1 in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Tax Laws and regulations in the United Kingdom and in the jurisdiction in which it is established;
- 4.1.2 it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation, enquiry or investigation in which it or its Subcontractors is/are (as appropriate) involved that is in connection with, or which may lead to any Occasion of Tax Non-Compliance;
- 4.1.3 no profit warnings, proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and if at any time a Party becomes aware that a representation or warranty given by it under Clause **Error! Reference source not found.** or **Error! Reference source not found.** has been breached, is untrue, or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

4.2 If at any time a Party becomes aware that a representation or warranty given by it under Clause **Error! Reference source not found.** or **Error! Reference source not found.** has been breached, is untrue, or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

5 Term

5.1 The Agreement shall take effect on the Effective Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with Clause 5.2 or terminated in accordance with the terms and conditions of the Agreement.

5.2 Not used.

6 Charges, Payment and Recovery of Sums Due

6.1 The Charges for the Services shall be as set out in Schedule 1 (Service Order) and

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shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

- 6.2 The Supplier shall invoice the Authority as specified in the Agreement. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice ("**Supporting Documentation**"), including the relevant Purchase Order Number (and CD Reference) and a breakdown of the Services supplied in the invoice period.
- 6.3 To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Authority and shall:
- 6.3.1 register for the electronic transaction system in accordance with the instructions of the Authority;
 - 6.3.2 allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system;
 - 6.3.3 designate a Supplier representative as the first point of contact with the Authority for system issues; and
 - 6.3.4 provide such data to the Authority as the Authority reasonably deems necessary for the operation of the system including, but not limited to, electronic catalogue information.
- 6.4 The Authority is in the process of implementing its electronic transaction system. Each invoice and any Supporting Documentation required to be submitted in accordance with this Clause 6 shall be submitted by the Supplier, as directed by the Authority from time to time, either:
- 6.4.1 via the Authority's electronic transaction system; or
 - 6.4.2 to the HMRC Work Manager detailed in Paragraph A1 of Schedule 1 (*Service Order*) (or such other person notified to the Supplier in writing by the Authority) by email in pdf format or, if agreed with the Authority, in hard copy by post.
- 6.5 The Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:
- 6.5.1 the Supplier does so at its own risk; and
 - 6.5.2 the Authority shall not be obliged to pay the Charges without a valid Purchase Order Number having been provided to the Supplier.
- 6.6 The Authority shall regard an invoice as valid only if it complies with the provisions of this Clause 6. The Authority shall promptly return any non-compliant invoice to the Supplier and the Supplier shall promptly issue a replacement, compliant invoice.
- 6.7 In consideration of the supply of the Services by the Supplier, the Authority shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number.
- 6.8 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with Clause 20.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in Clause 23.
- 6.9 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.10 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from

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any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

Expenses

6.11 Where the Authority expressly agrees in writing, the Supplier shall be entitled to be reimbursed by the Authority for Reimbursable Expenses (in addition to being paid the relevant Charges), provided that such Reimbursable Expenses are supported by Supporting Documentation.

6.12 The Authority shall provide a copy of its current expenses policy to the Supplier upon request.

Promoting Tax Compliance

6.13 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

6.14 The Supplier shall at all times comply with all other Laws and regulations relating to Tax.

6.15 The Supplier shall provide to the Customer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or sub-contractor of the Supplier prior to the commencement of any work under this Agreement by that agent, supplier or sub-contractor. Upon a request by the Authority, the Supplier shall not employ or will cease to employ any agent, supplier or sub-contractor or sub-contractor.

6.16 Where an amount of Tax, including any assessed amount, is due from the Supplier an equivalent amount may be deducted by the Authority from the amount of any sum due to the Supplier under this Agreement.

6.17 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs and or any litigation, enquiry or investigation in which it or its sub-contractors is/are (as appropriate) involved that is in connection with, or which may lead to, any Occasion of Tax Non-Compliance, the Supplier shall:

6.17.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

6.17.2 promptly provide to the Authority:

(a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

6.18 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 6.18 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.

6.19 The Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.

6.20 If the Supplier fails to comply (or if the Authority receives information which

demonstrates that the Supplier has failed to comply) with any of the provisions in Clauses 6.14 to 6.19 (inclusive) then this shall allow the Authority to terminate the Agreement pursuant to Clause 20.2.1.

- 6.21 The Authority may internally share any information which it receives under Clauses 6.15 to 6.17 (inclusive) and 6.19.

Income Tax and National Insurance Contributions

- 6.22 Where the Supplier or any Supplier Personnel are liable to Tax in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall:

- 6.22.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other Laws and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other Laws and regulations relating to national insurance contributions, in respect of that consideration;
- 6.22.2 indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel for which the Supplier is not primarily liable to account to the Authority under the relevant Laws and regulations; and
- 6.22.3 provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with Clause 6.22.1 or why Clause 6.22.1 does not apply to the Supplier (including such specific information as the Authority may request),

and if the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions above in this Clause 6.22 then this shall allow the Authority to terminate the Agreement pursuant to Clause 20.2.1.

- 6.23 The Authority may internally share any information which it receives under Clause 6.22.3.

7 Premises and equipment

- 7.1 If agreed between the Parties, and subject always to Clause **Error! Reference source not found.**, the Authority shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Authority's premises by the Supplier or the Supplier Personnel shall be at the Supplier's risk.

- 7.2 If the Supplier supplies all or any of the Services at or from the Authority's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Authority's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Authority's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Authority's premises or any objects contained on the Authority's premises which is caused by the Supplier or any Supplier Personnel, other than fair wear and tear.

- 7.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Authority may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

- 7.4 The Authority shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Authority's premises the

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Supplier shall, and shall procure that all Supplier Personnel shall, comply with all the Authority's security requirements.

7.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Authority in writing.

7.6 Without prejudice to Clause **Error! Reference source not found.**, any equipment provided by the Authority for the purposes of the Agreement shall remain the property of the Authority and shall be used by the Supplier and the Supplier Personnel only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Authority on expiry or termination of the Agreement.

7.7 The Supplier shall reimburse the Authority for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Supplier Personnel. Equipment supplied by the Authority shall be deemed to be in a good condition when received by the Supplier or relevant Supplier Personnel unless the Authority is notified otherwise in writing within 5 Working Days.

8 Supplier Personnel and Key Personnel Not Used.

9 Assignment and sub-contracting

9.1 The Supplier shall not without the prior written consent of the Authority assign, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement.

9.2 The Supplier shall not sub-contract any of its obligations under the Agreement without the prior written consent of the Authority, not to be unreasonably withheld or delayed. At the Authority's discretion, it may require the Supplier to provide information on the sub-contractor's identity, the services it is proposed to it will provide and any further information reasonably required to inform its decision, including a copy of the proposed sub-contract. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own and shall include in each sub-contract provisions which will enable the Supplier to meet its obligations under the Agreement

9.3 The Authority may, in the granting of any consent pursuant to Clause 9.1 or 9.2, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

9.4 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

9.5 Where the Authority has consented to the placing of sub-contracts, the Supplier shall, at the request of the Authority, send copies of each sub-contract, to the Authority as soon as is reasonably practicable.

9.6 The Authority may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

10 Intellectual Property Rights

10.1 All Intellectual Property Rights in any materials provided by the Authority to the Supplier for the purposes of this Agreement shall remain the property of the Authority but the Authority hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

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10.2 All Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any Intellectual Property Rights in such materials vest in the Authority by operation of law, the Authority hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).

10.3 Not used.

10.4 The Supplier shall indemnify, and keep indemnified, the Authority in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Authority as a result of or in connection with any claim made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Supplier Personnel.

11 Remedies in the Event of Inadequate Performance Not used.

12 Governance and Records Not Used

13 Confidentiality, Transparency and Publicity

13.1 Subject to Clause 13.2, each Party shall:

13.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

13.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

13.2 Notwithstanding Clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:

13.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

13.2.2 to its auditors or for the purposes of regulatory requirements;

13.2.3 on a confidential basis, to its professional advisers;

13.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

13.2.5 where the receiving Party is the Supplier, to the Supplier Personnel on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Supplier Personnel to whom it discloses Confidential Information pursuant to this Clause 13.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

13.2.6 where the receiving Party is the Authority:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;

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- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Authority transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with Clause 0.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 13.

13.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Authority to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Authority may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

13.4 The Supplier shall not, and shall take reasonable steps to ensure that the Supplier Personnel shall not:

13.4.1 make any press announcement or publicise the Agreement or any part of the Agreement in any way; or

13.4.2 use the Authority's name or brand in any promotion or marketing or announcement of orders,
except with the prior written consent of the Authority.

13.5 Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

13.6 The Parties acknowledge that, except for any information which is Agreement from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Supplier hereby gives his consent for the Authority to publish the Agreement in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Agreement, to the general public. The Authority may consult with the Supplier to inform its decision regarding any redactions but the Authority shall have the final decision at its absolute discretion.

13.7 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

14 Official Secrets Acts and related Legislation

14.1 To the extent applicable to the Services supplied by the Supplier to the Authority, and to the extent not otherwise prohibited by applicable law or by a court of competent jurisdiction, the Supplier shall comply with, and shall ensure that it's Supplier Personnel comply with:

14.1.1 the provisions of the Official Secrets Acts 1911 to 1989;

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- 14.1.2 the obligations set out in Section 182 of the Finance Act 1989 and Section 18 of the Commissioners for Revenue and Customs Act 2005 to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 182 of the Finance Act 1989 and/or Section 19 of the Commissioners for Revenue and Customs Act 2005; and
- 14.1.3 Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

14.2 Not Used

14.3 Not Used

14.4 In the event that the Supplier or the Supplier Personnel fail to comply with this clause, the Authority reserves the right to terminate the Agreement under Clause 20.2.1 with immediate effect

15 Freedom of Information

15.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 15.1.1 provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 15.1.2 transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 15.1.3 provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- 15.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Authority.

15.2 The Supplier acknowledges that the Authority may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Authority shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

15.3 Notwithstanding any other provision in the Agreement, the Authority shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

16 Authority Data and Security Requirements

16.1 When handling Authority data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Authority as

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notified to the Supplier from time to time, including any requirements set out in Schedule 6 (Security Requirements).

16.2 Where the Authority is required to provide by e-mail to the Supplier or Supplier Personnel, any departmental or customer data or any other information with a security marking of "OFFICIAL-SENSITIVE", to enable it to deliver the Services, the Supplier shall not (and shall procure that the Supplier Personnel do not) store that information on its personal computer or any form of removable media.

16.3 Any breach of this Clause 16 may result in termination of the Agreement under Clause 20.2.

17 Liability

17.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Authority if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Agreement.

17.2 Subject always to Clauses 17.3 and 17.3.2:

17.2.1 the Supplier's aggregate liability in respect of loss of or damage to the Authority premises or other property or assets of the Authority (including technical infrastructure, assets or equipment but excluding any loss or damage to the Authority's Data or any other data) that is caused by Defaults of the Supplier shall in no event exceed 1 million pounds;

17.2.2 the aggregate liability of the Supplier in respect of all other Losses howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the greater of £22,000 or 125% of the Charges paid or payable to the Supplier; and

17.2.3 except in the case of claims arising under Clauses 10.4 and 22.3, and subject to Clause 17.4, in no event shall the Supplier be liable to the Authority for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

17.3 Nothing in the Agreement shall be construed to limit or exclude:

17.3.1 either Party's liability for:

- (a) death or personal injury caused by its negligence or that of the Supplier Personnel;
- (b) fraud or fraudulent misrepresentation by it or that of the Supplier Personnel; or
- (c) any other matter which, by law, may not be excluded or limited; or

17.3.2 the Supplier's liability under the indemnity in Clause 10.4 (*Intellectual Property Rights*) and 22.3 (*Prevention of Fraud and Corruption*); or

17.3.3 the Supplier's liability for any regulatory losses, fines and/or expenses incurred by the Authority and any further costs incurred by the Authority in order to meet any additional requirements imposed by a relevant regulatory body as a result of the relevant breach.

- 17.4 Notwithstanding Clause 17.2.3 but subject to Clause 17.2, the Supplier acknowledges that the Authority may, amongst other things, recover from the Supplier the following Losses incurred by the Authority to the extent that they arise as a result of a Default by the Supplier which are deemed to be a non exhaustive list of direct and recoverable Losses:
- 17.4.1 the total amount of Tax Revenue which would have been collected and/or the total amount of any benefit or tax credit overpayment which would not have been made by or on behalf of the Authority had the Default not occurred;
 - 17.4.2 notwithstanding Clauses 17.4.3 and 0, any operational and/or administrative costs and expenses incurred by the Authority in connection with dealing with a loss of Tax Revenue and/or any overpayment of any benefit or tax credit made as a result of a Default;
 - 17.4.3 any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - 17.4.4 any wasted expenditure or charges;
 - 17.4.5 Not Used
 - 17.4.6 any compensation or interest paid to a third party by the Authority;
 - 17.4.7 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; and
 - 17.4.8 without prejudice to Clause 16 (Authority Data and Security Requirements), any losses associated with corruption, loss or degradation to Authority Data.

18 Insurance

- 18.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Agreement, including in respect of death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier and shall be maintained for the Term.
- 18.2 The Supplier shall hold employer's liability insurance to a minimum of £5,000,000 in respect of Supplier Personnel in accordance with any legal requirement from time to time in force.
- 18.3 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

19 Force Majeure

- 19.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

20 Termination

- 20.1 Not used.
- 20.2 Without prejudice to any other right or remedy it might have, the Authority may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 20.2.1 (without prejudice to Clause 20.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 20.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 20.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 20.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 20.2.5 breaches any of the provisions of Clauses **Error! Reference source not found.**, 13, 0, 16 and 21; or
 - 20.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this Clause 20.2.6) in consequence of debt in any jurisdiction.
- 20.3 The Supplier shall notify the Authority as soon as practicable of any change of control as referred to in Clause 20.2.4 or any potential such change of control.
- 20.4 The Supplier may terminate this Agreement by providing at least twenty (20) Working Days' written notice to the Authority if the Authority fails to pay an undisputed sum due to the Supplier under this Agreement and such amount remains outstanding forty (40) Working Days after the receipt by the Authority of a notice of non- payment from the Supplier.
- 20.5 The Supplier may terminate the Agreement by written notice to the Authority if the Authority fails to pay an undisputed sum due to the Supplier under this Agreement and such amount remains outstanding 40 Working Days after the receipt by the Authority of a notice of non-payment from the Supplier.
- 20.6 if the Authority has not paid any undisputed amounts within 90 days of them falling due. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Supplier may terminate the Agreement in writing with immediate effect.
- 20.7 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and Clauses 1, 2.2, 0, 7.2, 7.6, 7.7, **Error! Reference source not found.**, 10, **Error! Reference source not found.**, 13, 0, 16, 17, 20.8, 21.5, 22.3, 23 and 24.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 20.8 Upon termination or expiry of the Agreement, the Supplier shall:
- 20.8.1 give all reasonable assistance to the Authority and any incoming supplier of the Services; and
 - 20.8.2 return all requested documents, information and data to the Authority as soon as reasonably practicable.

21 Compliance.

- 21.1 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Personnel and other persons working on the Authority's premises in the performance of its obligations under the Agreement.
- 21.2 The Supplier shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Authority shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Authority's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 21.3 The Supplier shall:
- 21.3.1 comply with all the Authority's health and safety measures while on the Authority's premises; and
 - 21.3.2 notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Authority's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 21.4 The Supplier shall:
- 21.4.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Authority's equality and diversity policy as provided to the Supplier from time to time; and
 - 21.4.2 take all reasonable steps to secure the observance of Clause 21.4.1 by all Supplier Personnel.
- 21.5 The Supplier shall supply the Services in accordance with the Authority's environmental policy as provided to the Supplier from time to time.
- 21.6 In performing its obligations under the Agreement, the Supplier shall;
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015;
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015; and
 - (c) notify the Authority as soon as it becomes aware, and in any event within five (5) working days, of any actual or suspected breach of its obligations under Clause 21.6(a) and/ or (b) including details of the breach and the mitigation action it has taken or intends to take in order to:
 - (i) remedy the breach; and
 - (ii) ensure future compliance with Clause 21.6(a) and (b).
- 21.7 If the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clause 21.6 then this shall allow the Authority to terminate the Agreement pursuant to Clause 20.2.1.

22 Prevention of Fraud and Corruption

- 22.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

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- 22.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Supplier Personnel and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 22.3 If the Supplier or the Supplier Personnel engages in conduct prohibited by Clause 22.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Authority) the Authority may:
- 22.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Agreement; or
- 22.3.2 recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this Clause.

23 Dispute Resolution

- 23.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to the following sets of representatives consecutively:
- 23.1.1 first to the personnel listed as level 1 escalation point in Paragraph 4 (Contract Management Roles and Dispute Escalation Points) of Schedule 3 (Contract Management Plan and Management Information);
- 23.1.2 second to the personnel listed as level 2 escalation point in Paragraph 4 of Schedule 3;
- 23.1.3 thirdly to the personnel listed as level 3 escalation point in Paragraph 4 of Schedule 3;
- 23.1.4 finally to the Authority's Chief Executive Officer and an appropriately senior representative of the Supplier,
- provided that each set of representatives listed above shall consider the dispute for at least 10 Working Days before escalating the dispute to the next set of representatives listed above if the dispute remains unresolved and the Parties consider the matter sufficiently urgent to escalate.
- 23.2 If the dispute is not resolved by the Parties in accordance with Clause 23.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 23.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.
- 23.4 Notwithstanding Clauses 23.1 to 23.3, either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- 23.4.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or
- 23.4.2 where compliance with Clause 23.1 to 23.3 may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

24 General

- 24.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its

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obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

24.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

24.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

24.4 The Agreement together with the EBSCO agreements contain the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

24.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

24.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

24.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

24.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

25 Notices

25.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to Clause 25.3, e-mail to the address of the relevant Party set out in Paragraph 5 (Address for Notices) of Schedule 3 (Contract Management Plan and Management Information), or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

25.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

25.3 Notices under Clauses 19 (Force Majeure) and 20 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in Clause 25.1.

26 Governing Law and Jurisdiction

26.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

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Schedule 1 Service Order

HM REVENUE & CUSTOMS SERVICE ORDER	
A1. HMRC Information	
Purchase Order to be issued under separate cover	
CD Reference:	HMRC Subscription to EBSCO SR144857862
Purchase / Limit Order No	To be confirmed separately
Material Group: For HMRC use only	99999919
HMRC Commercial Contact	
Name:	Redacted FOIA 2000 S41
Contact Telephone No.:	Redacted FOIA 2000 S41
email:	Redacted FOIA 2000 S41
HMRC Work Manager	
Name:	Redacted FOIA 2000 S41
Contact Telephone No.:	Redacted FOIA 2000 S41
Contact Address:	Redacted FOIA 2000 S41
email:	Redacted FOIA 2000 S41
HMRC Authorised Officer: (Sponsor/Budget Approver/Invoicing & timesheets)	Redacted FOIA 2000 S41

A2.	Supplier Information
Supplier:	EBSCO International Inc
Contact:	Redacted FOIA 2000 S41
Contact Tel No:	Redacted FOIA 2000 S41
Contact Address:	Redacted FOIA 2000 S41
email:	Redacted FOIA 2000 S41

A3.	Contractual Detail
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Special Terms and Conditions: e.g. overtime, expenses, travel & subsistence, notice period.	Not applicable
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A4. Project Information	
Project Title	HMRC Subscription to EBSCO SR144857862
Primary Location: (including full address)	Not applicable
Services Start Date:	1 February 2019
End Date:	31 January 2022

A5. Commercial Detail	
The table below contains a breakdown of the annual costs over the 3 year period, excluding costs for Econlit for years 2020 and 2021. The Supplier shall confirm Econlit costs on an annual basis to the HMRC Work Manager named at Schedule 1 A1. The Authority reserves the right to decline renewal of Econlit	£
	£
Redacted FOIA 2000 S43	
Grand Total (£) exclusive of VAT:	61,609

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A6.	Specification
The section below should be used to provide clear details relating to the requirements for delivery of the project/assignment. It should include, where appropriate, milestones / key deliverables with dates, and proposals for skills transfer.	
<p>For the period from 1 February 2019 to 31 January 2022 inclusive, provision of access to HMRC staff to the following online journals, via a shared HMRC single log in account:</p> <ul style="list-style-type: none">• Business Source Premier, including Regional Business News: Unlimited/Host• Full Text Finder: Unlimited/Host• SocINDEX with Full Text: Unlimited/Host• UK and Ireland Reference Centre: Unlimited/Host• Regional Business News: Unlimited/Host. <p>For the period from 1 February 2019 to 31 January 2020 inclusive, provision of access to HMRC staff to the following online journal, via a shared HMRC single log in account:</p> <ul style="list-style-type: none">• Econlit: Unlimited/Host <p>Thereafter, the Supplier shall confirm the Econlit costs on an annual basis to the HMRC Work Manager named at Schedule 1 A1 and provide continuity of service accordingly. The Authority reserves the right to decline renewal of Econlit</p>	

Schedule 2

Not Used

Schedule 3 Contract Management Plan and Management Information

1 MANAGEMENT OF THE SERVICES

- 1.1 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Agreement can be fully realised.
- 1.2 Both Parties shall pro-actively manage risks attributed to them under the terms of this Agreement and the Supplier shall develop, operate, maintain and (as appropriate) amend processes for the identification and management of risks and issues.
- 1.3 The Supplier shall provide to the Authority's representatives access to all relevant documentation and/or any part of the Supplier's (or its sub-contractor's) premises as may be reasonably requested by the Authority's representatives, including for the purpose of commercial assurance, risk assessment, security assurance, familiarisation on procedures, audit of the Supplier's compliance with this Agreement and/or site audits. Full details of the Authority's requirement and timescales for the provision of management information reports are set out in Paragraph 3.
- 1.4 The Authority reserves the right to attend meetings between the Supplier and any subcontractors it utilises to provide the service to ensure proper oversight, management, delivery and performance of the Services and the Supplier shall procure that the Authority has access to such meetings.

2 EFFICIENCY SAVINGS

- 2.1 As part of routine contract management activities the Supplier will be required to work with the Authority to realise any possible efficiency savings during the Term. Possible efficiency savings will be reviewed during review meetings pursuant to Paragraph 3 and any savings realised annually will be distributed between the Supplier and the Authority as agreed in advance.

3 REVIEWS

- 3.1 The Parties shall attend annual performance review meetings, on a date to be agreed between the Parties or, in the absence of such agreement, within 30 Working Days of each anniversary of the Effective Date, to consider the progress of the Agreement, discuss the management information reports and to review any operational issues that have arisen in the preceding review meetings on the following basis.
- 3.2 The Parties shall agree the format of the review meetings (for example, face to face or telephone conference) in advance.
- 3.3 The Supplier must provide the Authority with the most up to date management information relating to the period under review at least 5 Working Days before any review meeting.
- 3.4 Each Party shall procure that those of its contract management team representatives whose attendance is reasonably required to achieve the aims and objectives of the meeting, and any other persons considered by the Authority to be necessary for the review, make all reasonable efforts to attend review meetings.
- 3.5 In respect of the period under review, the Authority will take into account any matters it considers necessary, including:
 - 3.5.1 the Supplier's performance in respect of the service levels and KPI's as detailed at Schedule 2 (including any relevant service level trends analysis and whether the service levels reflect improvements in the Services over the Term and any efficiency gains made by the Supplier);
 - 3.5.2 consideration of any changes which may need to be made to the Services; and

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3.5.3 a review of future requirements in relation to the Services.

3.6 The Authority shall prepare a report containing its findings from the annual review and discuss with the Supplier how any proposed changes to the Agreement and/or to the Services shall be addressed. Any Contract Changes to be implemented in accordance with this Paragraph shall be implemented in accordance with Schedule 4 (Change Control Procedure).

4 CONTRACT MANAGEMENT ROLES AND DISPUTE ESCALATION POINTS

4.1 The Parties shall assign personnel with the appropriate skills and experience to perform the roles and responsibilities listed in the table below.

Role	Key Personnel	Responsibilities	Contact Name, Title & Contact Details	
			Authority	Supplier
Senior Responsible Owner	No	Overall responsibility for delivery of the Agreement. Level 3 escalation point	Redacted FOIA 2000 S41	Redacted FOIA 2000 S41
Commercial Assistant Director	No	Overall responsibility for the commercial integrity of the Agreement. Level 2 escalation point	Redacted FOIA 2000 S41	Redacted FOIA 2000 S41
Commercial Lead	No	Responsible for overseeing the contract review process. Level 1 escalation point	Redacted FOIA 2000 S41	Redacted FOIA 2000 S41
Commercial Manager	Yes	Responsible for monitoring the performance of the Agreement and managing the change control process.	Redacted FOIA 2000 S41	Redacted FOIA 2000 S41
Contract Manager	Yes	Responsible for the day to day management of	Redacted FOIA 2000 S41	Redacted FOIA 2000 S41

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		the Agreement.		
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4.2 Not used.

4.3 The Authority may, by written notice to the Supplier, revoke or amend the authority of any of its representatives in the roles listed in Paragraph 4.1 or appoint a new representative into the role.

5 ADDRESS FOR NOTICES

5.1 The address for notices of the Parties are:

Authority

HMRC

Redacted FOIA 2000 S41

Attention: Redacted FOIA 2000 S41

Email: Redacted FOIA 2000 S41

Supplier

EBSCO International Inc

Redacted FOIA 2000 S41

Attention: Redacted FOIA 2000 S41

Email: Redacted FOIA 2000 S41

Schedule 4 Change Control Procedure

1 CHANGE CONTROL PROCEDURE

- 1.1 Either Party may propose a change to this Agreement ("**Contract Change**") in accordance with the procedure for changing the Agreement set out in this Schedule ("**Change Control Procedure**").
- 1.2 If either Party wishes to propose a Contract Change it shall submit to the other Party a written request substantially in the form set out in Annex 1 detailing the proposed Contract Change ("**Change Request**") specifying, in as much detail as is reasonably practicable, the nature of the proposed Contract Change. As soon as reasonably practicable but in any event within ten (10) Working Days of receipt or issue of a Change Request (as the case may be) the Supplier shall submit to the Authority a written assessment of the Change Request ("**Impact Assessment**").
- 1.3 Each Impact Assessment shall be completed in good faith and shall include the following information (except where such information is not relevant to the proposed Contract Change):
 - 1.3.1 details of the proposed Contract Change including the reason for the Contract Change;
 - 1.3.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Agreement;
 - 1.3.3 any variations to the terms of this Agreement that will be required as a result of that impact, including proposed changes to the service levels or KPIs or any timetable previously agreed by the Parties;
 - 1.3.4 details of the cost of implementing the proposed Contract Change;
 - 1.3.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
 - 1.3.6 a timetable and high level plan for the mobilisation of the proposed Contract Change;
 - 1.3.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law;
 - 1.3.8 an assessment of the possible risks of introducing the proposed Contract Change; and
 - 1.3.9 such other information as the Authority may reasonably request in (or in response to) the Change Request
- 1.4 Within fifteen (15) Working Days of receipt of the Impact Assessment, the Authority shall evaluate the Change Request and Impact Assessment and shall notify the Supplier whether it approves or rejects the proposed Contract Change or whether it requires the Supplier to make any changes to the Impact Assessment. If the Authority requires the Supplier to make such changes, the Supplier shall make such modifications within five (5) Working Days of request.
- 1.5 If the Authority notifies the Supplier that it accepts the proposed Contract Change, then the Supplier shall prepare two (2) copies of a change authorisation note substantially in the form set out in Annex 2 ("**Change Authorisation Note**") which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier.
- 1.6 Until a Change Authorisation Note has been signed and issued by the Authority in accordance with Paragraph 1.5, then:
 - 1.6.1 unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and

- 1.6.2 any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change shall be without prejudice to each Party's other rights under this Agreement.

2 SUPPLIER'S RIGHT OF REJECTION

- 2.1 The Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 2.2.
- 2.2 Following an Impact Assessment, if:
- 2.2.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:
- (a) materially and adversely affect the risks to the health and safety of any person; and/or
 - (b) require the Services to be performed in a way that infringes any Law; and/or
- 2.2.2 the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier Solution nor the Services Description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 1.2.

3 FAST TRACK CHANGES

- 3.1 The parties acknowledge to ensure operational efficiency that there may be circumstances where it is desirable to expedite the processes set out above.
- 3.2 If :
- 3.2.1 the total number of Contract Changes in relation to which the expedited procedure in this Paragraph 3 ("**Fast-track Change Procedure**") has been applied does not exceed four (4) in any twelve (12) month period; and
- 3.2.2 both Parties agree the value of the proposed Contract Change over the remaining Term does not exceed £5,000 and the proposed Contract Change is not significant (as determined by the Authority acting reasonably),

then the parties shall confirm to each other in writing that they shall use the process set out in paragraphs 1 and 2 above but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

- 3.3 The Parties may agree in writing to revise the parameters set out in Paragraph 3.2 from time to time or that the Fast-track Change Procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed four (4) in a twelve (12) month period.

4 OPERATIONAL CHANGE PROCEDURE

- 4.1 Any change in the Supplier's operational procedures which the Parties agree in all respects, when implemented:
- 4.1.1 will not affect the Charges and will not result in any other costs to the Authority;
- 4.1.2 may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;
- 4.1.3 will not adversely affect the interfaces or interoperability of the Services with any of the

Authority's IT infrastructure; and

4.1.4 will not require a change to this Agreement,

(an “**Operational Change**”) shall be processed in accordance with this Paragraph 4.

4.2 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

4.2.1 have an impact on the business of the Authority;

4.2.2 require a change to this Agreement;

4.2.3 have a direct impact on use of the Services; or

4.2.4 involve the Authority in paying any additional Charges or other costs.

4.3 The Authority may request an Operational Change by submitting a written request for Operational Change (“**RFOC**”) to the Supplier’s contract manager (whose details are set out in Paragraph 4 of Schedule 3).

4.4 The RFOC shall include the following details:

4.4.1 the proposed Operational Change; and

4.4.2 the timescale for completion of the Operational Change.

4.5 The Supplier shall inform the Authority of any impact on the Services that may arise from the proposed Operational Change.

4.6 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Authority when the Operational Change is completed.

5 IMPLEMENTATION OF CONTRACT CHANGES

5.1 The Parties shall meet as required and on request by either Party to discuss the order in which agreed Contract Changes are implemented and to monitor the implementation of such Contract Changes.

6 CHARGES FOR CONTRACT CHANGES

6.1 Each Party will be responsible for any costs they incur as a result of preparing a Change Request or Impact Assessment.

6.2 Both Parties must take all reasonable steps to avoid or minimise additional Charges arising from the implementation of any Contract Change, including where possible using resources already deployed in providing the Services at no additional cost. If additional resources or costs will be required then the Parties must calculate the cost of the Contract Change in accordance with Schedule 1, Paragraph A5.

7 INDEXATION

7.1 For the avoidance of doubt, the Supplier may not vary Charges to take account of Indexation at any time.

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ANNEX 1: CHANGE REQUEST FORM

CR NO.:	TITLE:	TYPE OF CHANGE (e.g. FAST TRACK):
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (<i>OPTIONAL FIELD</i>):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE AGREEMENT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

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ANNEX 2: CHANGE AUTHORISATION NOTE

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
REASON FOR THE CHANGE:		
DETAILED DESCRIPTION OF CONTRACT CHANGE (GIVING FULL DETAILS, INCLUDING ANY SPECIFICATIONS): AND WORDING OF RELATED CHANGES TO THE AGREEMENT:		
COST OF THE CHANGE:		
TIMETABLE:		
IMPACT ON THE AGREEMENT:		
SIGNED ON BEHALF OF THE AUTHORITY:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature:_____		Signature:_____
Name:_____		Name:_____
Position:_____		Position:_____
Date:_____		Date:_____

Schedule 5: Exit Management Plan

1 EXIT MANAGEMENT

- 1.1 The Supplier shall be required to perform the Services until the end of the Term, including during any notice period given if the Agreement terminates under Clause 20.
- 1.2 On reasonable notice at any point(s) during the Term, the Supplier shall provide to the Authority such assistance and information as the Authority may reasonably require to assist the Authority and/or its replacement supplier with the orderly transition of the Services from the Supplier to the replacement supplier (or the Authority, as applicable):
- 1.3 No later than 10 Working Days before the Agreement terminates, the Supplier shall provide the Authority and/or the Replacement Supplier with a complete and uncorrupted version of the Authority Data in electronic form (or such other format as reasonably required by the Authority).
- 1.4 Upon termination (or earlier if this does not adversely affect the Supplier's performance of the Services and its compliance with the other provisions of this Schedule), the Supplier shall immediately:
 - 1.4.1 cease to use the Authority Data;
 - 1.4.2 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Term all Authority Data and promptly certify to the Authority that it has completed such deletion. The Supplier shall also delete all copies of any Personal Data unless it is required to be retained by EU or member state laws; and
 - 1.4.3 vacate any Authority premises.

Schedule 6 Security Management

Not Used

Schedule 7 EBSCO Agreements

1. Service Levels and KPI's

1.1 The service levels and KPI's are as follows:

EBSCO Service Level Agreement *EBSCO Discovery Service* and *EBSCOhost*

Definitions

The Service – The Service (*EBSCO Discovery Service* or *EBSCOhost*) is defined as the application that provides research services to the customer's end users/patrons. Administrative and ancillary applications, such as *EBSCOadmin*, are not considered a core part of the service and are therefore not subject to this Service Level Agreement.

Downtime – Downtime is any period of time greater than 10 minutes in duration, in which end users cannot use the service for its intended purposes, including searching, viewing results, following links to resources, and viewing full text. Downtime may manifest itself as the inability to complete actions due to application errors, or may result from slow performance. EBSCO will be the sole party responsible for measuring and reporting Downtime.

Availability – Availability is the numeric inverse of downtime. For any given period of time that users can use the service for its intended purposes, the application is Available. Downtime plus Availability shall equal 100% of the time in a given year. EBSCO will be the sole party responsible for measuring and reporting Availability.

Performance – Performance is defined as the amount of time for pages to be delivered to the end user's browser from the instant their request was submitted. This is referred to as End-To-End Performance. The Service will consist of several pages that will contribute to the site's overall Performance. EBSCO will be the sole party responsible for measuring and reporting site Performance.

Service Availability

EBSCO's commitment is to ensure that the service is available 99.9% of the time per year, excluding any planned maintenance. This equates to no more than 8.76 hours per year of unplanned Downtime. In the event that the Service exceeds 8.76 hours of unavailability, any subsequent incident of unplanned downtime per day would result in EBSCO extending the customer's subscription by one day per incident. No more than one day of subscription extension would be granted for any amount of Downtime incurred in a 24-hour period.

Service Performance

The Service is designed to have all pages be delivered in an average of 5 seconds or less. If the average page response time is greater than 5 seconds for more than 12 consecutive hours, EBSCO will extend the customer's subscription by one day.

Planned Maintenance

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While EBSCO operates the Service in a manner that is designed to be available 24 hours per day, 365 days per year, it reserves the right to plan maintenance that would cause Downtime. It shall limit Downtime due to Planned Maintenance to less than 8 hours per year.

EBSCO Service Level Agreement Technical Support Services

Availability:

EBSCO offers Technical Support free of charge to customers. EBSCO's Technical Support representatives are trained to fully resolve any questions or issues related to EBSCO products. EBSCO offers this support Monday through Friday 24 hours a day and Saturday and Sunday from 9:00 a.m. to 5:00 p.m., Eastern Time (GMT-4:00) via the following methods:

Toll-Free Telephone (U.S. and Canada):	Redacted FOIA 2000 S41
International Toll-Free Telephone:	Redacted FOIA 2000 S41
Email:	Redacted FOIA 2000 S41
Online:	Redacted FOIA 2000 S41

Technical Support based in the United States observes the following holidays: New Year's Day (January 1), Easter (April 16, 2017; April 1, 2018; April 21, 2019), Memorial Day (last Monday in May), Fourth of July, Labor Day (first Monday of September), Thanksgiving (fourth Thursday of November) and Christmas (December 25). EBSCO's international Technical Support services observe local holidays.

In addition, the EBSCO Support Site is available 24/7 and offers user guides, tutorials, FAQs, trainer guides, and other self-service support resources at no additional charge for customers.

EBSCO Support Site:	Redacted FOIA 2000 S41
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Technical Service Response Times:

Over 70% of cases reported to EBSCO's Technical Services Department are opened and resolved within the same business day. On average, callers into the Technical Support queue wait no more than 20 seconds. Email support requests receive an auto-generated response email with a case tracking number, with a further response provided by a Technical Service representative. EBSCO will generally respond to all technical service requests within 24-48 hours and will resolve 85% of all support cases within 5 business days.

Case Tracking and Resolution:

All Technical Service requests are assigned case numbers in the EBSCO Case Tracking system. When a problem is reported, it is generally responded to within 24-48 hours. If it can be resolved immediately, it will be, and the customer will be notified. If it requires further investigation, Technical Support will escalate the matter to EBSCO's Expert Services Team who will assist in troubleshooting the issue and, if required, track the problem through resolution with the appropriate technical, editorial and product teams within EBSCO. During the resolution process, customers will be kept informed of the progress, and all communications will be tracked to maintain a complete history. Once the issue is resolved, the customer will be notified and the case will be closed.

Technical Communications

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EBSCO uses telephone, email and the web (EBSCO Support Site) to announce and communicate important technical updates and general release information to customers.

Upgrades and enhancements to all EBSCO products are ongoing, and EBSCO schedules major upgrades to occur at the least disruptive times for customers. Most upgrades and enhancement releases process without any interruption of service.

Notification of releases that require no changes on the customer's end are typically provided a minimum of ten calendar days prior to the release via email and posted on the Support Site. If a release or service change requires action by the customer (e.g., updating proxy or firewall settings), EBSCO provides detailed information a minimum of 60 calendar days in advance of the release and follows up with additional reminder notifications shortly before the release.

EBSCO's end-user services are built on an infrastructure designed to be available 24 hours a day, 365 days a year. In the unlikely event that EBSCO does require emergency maintenance, EBSCO will make all reasonable efforts to provide at least 48 hours of advanced notice to customers via email as well as an alert on the Support Site.

Critical Issues

EBSCO defines a Critical Issue as a full or partial outage of the service such that a customer is unable to use the service as contracted. Critical Issues are very rare.

For Critical Issues, EBSCO strongly recommends that the customer call Redacted FOIA 2000 S41 (U.S. and Canada) or (Country Code)- Redacted FOIA 2000 S41 (International) for immediate assistance. Whether notified of the issue via internal monitoring systems or by customer inquiry, EBSCO will work to restore service as quickly as possible. In the unlikely event of a persistent outage lasting longer than two hours, EBSCO will initiate an email communication to customers alerting them that service is down and will post an alert to the EBSCO Support Site notifying customers of any currently available information.

- 1.2 The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable service levels and KPIs at a level of detail sufficient to verify compliance with the service levels and KPIs.

2. License Agreement

EBSCO LICENSE AGREEMENT

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO;

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D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee

E. Licensee agrees to comply with the Copyright Act of 1976 and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

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H. Licensee agrees not to include any advertising in the Databases or Services.

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B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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C. Licensee is responsible for maintaining a valid license to the third-party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third-party resources without proper authorization.

D. EBSCO is not responsible if the third-party resources accessible via the Services fail to operate properly or if the third-party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

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C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Redacted FOIA 2000 S41;. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described here.

E. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease