

DATASET SUB-LICENCE AGREEMENT FOR
WEB OF SCIENCE PRIMARY COLLECTION, WEB OF SCIENCE CITATION
CONNECTION, EMERGING SOURCES CITATION INDEX AND JOURNAL & HIGHLY
CITED DATA

JISC SERVICES LIMITED (OPERATING AS JISC COLLECTIONS) (Company Number 2881024), a company limited by guarantee incorporated in England and Wales whose registered office is at 4 Portwall Lane, Bristol BS1 6NB ("Jisc Collections").

OFFERS to you, (the "Institution"), permission to access the Licensed Material and use such material only on the terms and conditions as set out in this Sub-Licence.

Acceptance of this Sub-Licence will be by receipt of the Order Confirmation Email (as defined below) by Jisc Collections as part of the Licence Subscriptions Manager (as defined below). Acceptance shall be acceptance of all terms and conditions of this Sub-Licence and no variation or counter offer will be accepted by Jisc Collections. In the event that no or partial compliance is made as to the manner or form described for acceptance, no sub-licence will be granted and this offer is deemed withdrawn.

BACKGROUND

- A. Web of Science Primary Collection, Web of Science Citation Connection, and InCites Journal & Highly Cited Data, known hereafter as the 'Offered Products' as detailed in Schedule 2, and all intellectual property rights in the Offered Products are owned by or duly licensed to the Provider (as defined below);
- B. The Provider has agreed with Jisc Collections under the Master Licence to make the Offered Products available to Eligible Bodies and their users in accordance with the Offer and to permit Jisc Collection to sublicense Eligible Bodies to use the Offered Products on the terms of the Sub-Licence (all as defined below);
- C. Jisc Collections has developed an online ordering service, the 'Licence Subscriptions Manager', by which nominated persons can place, order, and manage subscriptions online on behalf of their institution, which will be used in connection with the Master Licence and Sub-Licence;
- D. The Sub-Licence includes, for the benefit of the Institution, commitments on the part of the Provider relating to use of and access to the relevant parts of the Offered Products specified in the Order (as defined below), and the Master Licence provides, subject to certain conditions in the Master Licence, for the Institution to enforce those commitments given by the Provider.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS

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

“Access Services”	means services set out in Clause 5.1.
“Access Support Hours”	means 8.00am to 6.00pm in the United Kingdom, on a Working Day.
“Authentication Information”	means passwords, user names and any other information necessary to access Licensed Material by means of the Secure Authentication.
“Authorised User”	means an individual who is authorised by the Institution to have access to its information services (whether on-site or off-site) via Secure Authentication and who is:

- a current student registered with the Institution (including undergraduates and postgraduates);
- a contractor of the Institution; or
- a member of staff of the Institution (whether permanent or temporary, including retired members of staff and any teacher who teaches students registered with the Institution); or
- without prejudice to Clause 4.2, a Walk-In User

“Calendar Year”	means each year running from 1 January to 31 December.
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“Commercial Use”	<p>means use for the purpose of earning monetary reward or generating profit (whether by or for the Institution or an Authorised User) by means of the sale, resale, loan, transfer, licence, hire or other form of exploitation of the Licensed Material, but, for the avoidance of doubt, excluding:</p> <ul style="list-style-type: none">• use for which the Institution is entitled only to be reimbursed its costs (which may include overhead costs); and• use of the Licensed Material in the course of research funded by a commercial or for-profit organisation.
“Confirmation Notice”	<p>means, in relation to a notice sent through the Jisc Ordering Platform, the email generated by the platform confirming receipt of the notice and sent to each of the Provider and the Institution.</p>
“Controller”	<p>has the meaning given to it in the UK GDPR (as defined further below).</p>
“Data Protection Legislation”	<p>means: (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject for the purposes of this Licence, including the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (EU GDPR) as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, as amended to be referred to as DPA 2018 and the UK GDPR respectively; and (b) any code of practice or guidance published by the ICO or European Data Protection Board from time to time.</p>
“Educational Purposes”	<p>means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching.</p>
“ICO”	<p>means the UK Information Commissioner's Office (including any successor or replacement body).</p>
“Jisc Ordering Platform”	<p>means the platform providing the Licence Subscriptions Manager.</p>

“Licence Subscriptions Manager”	means the online subscription ordering service developed by Jisc Collections (the Licence Subscriptions Manager can be found at https://subscriptionsmanager.jisc.ac.uk/) <u>or any such service as may replace the Licence Subscriptions Manager.</u>
“Licensed Material”	means the content of the product(s) which the Institution has selected from the Offered Products for use under this SubLicence and for which the Institution has placed an Order which has been accepted as confirmed by an Order Confirmation.
“Mount”	means to copy to or install on a computer, computer network or system.
“Offered Products”	means the products in electronic form as described in the Offer which can be ordered on the Jisc Ordering Platform for access and use under this Sub-Licence, and are set out or referred to in Sub-Licence Schedule 2.
“Order”	means an order placed by the Institution in relation to Licensed Material by means of completing the Subscription Order and Acceptance Form and submitting the same on the Jisc Ordering Platform.
“Order Confirmation”	means the generation of the Order Confirmation Email to each of the Institution, Jisc Collections and the Provider.
“Order Confirmation Email”	means, in the case of Orders placed on the Jisc Ordering Platform, the emails to each of the Institution Jisc Collections and the Provider automatically generated by the Jisc Ordering Platform after the Institution has placed an Order, confirming that the Institution has placed the relevant order, the start and end date of the Subscription Period and that the Institution has agreed to the terms and conditions of this Sub-Licence.
“Permitted Use”	means use in accordance with Clause 3 subject to the restrictions in Clause 4.
“Personal Data”	has the meaning given to it in the UK GDPR and for the purposes of this Licence includes Sensitive Personal Data.
“Processing”	has the meaning given to it in the UK GDPR (and Process and Processed shall be construed accordingly).
“Processor”	has the meaning given to it in the UK GDPR.
“Prohibited Act”	means, directly or indirectly (a) to offer, promise or give any

person working for or engaged by any party to the Sub-Licence a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Sub-Licence; (c) committing any offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; (iii) defrauding, attempting to defraud or conspiring to defraud; (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

“Provider”

means Clarivate Analytics (UK) Limited.

“Provider

has the meaning given in Clause 2.3.

Commitments”

“Provider Platform”

means the computing platform operated by or on behalf of the Provider, including a cloud or virtual platform, on which the Licensed Material is hosted and can be accessed, and referred to in Sub-Licence Schedule 44.

“Quote”

means the fee quotation specified in the Order Confirmation for access to and use of the Licensed Material.

“Secure

Authentication”

means access by UK Access Management Federation compliant technology, Internet Protocol (“IP”) ranges or by username and password provided by the Institution or by other authentication

means reasonably agreed between the Provider and the Institution.

“Secure Network”

means a network or virtual network which or the relevant functionality of which is only accessible to Authorised Users by Secure Authentication.

“Sensitive Personal Data”

means Personal Data that incorporates such categories of data as are listed in Article 9(1) of the UK GDPR and Personal Data relating to criminal convictions and offences.

“Service Levels”

means the additional service levels, if any, to which the Access Services are to be provided, as set out in Sub-Licence Schedule 4.

“Service Level Requirements”

means the requirements relating to the Service Levels, if any, as set out in Sub-Licence Schedule 44.

“Start Date”

means the start date as specified in the Order.

“Sub-Licence Fee”

means the fee payable for access to and use during the Subscription Period of the Licensed Material as set out in this Sub-Licence and in the Quote.

“Subscription Order

and Acceptance Form”

means the form used for Orders placed on the Licence Subscriptions Manager. A sample copy of the form is attached hereto in Sub-Licence Annex 2 to this Sub-Licence and may be modified as necessary. Once the completed form has been submitted by the Institution, the Jisc Ordering Platform automatically generates the Order Confirmation Emails.

“Subscription Period”

means the period from the Start Date until the expiry date stated in an Order.

“Subscription Year”

means the period from the Start Date until the expiry of the first Calendar Year, and each subsequent Calendar Year thereafter during the Subscription Period.

“Term”

means the term of this Sub-Licence in accordance with Clause 10.

**“Transaction
Management Charge”**

means the fee payable to Jisc Collections in connection with arranging and managing this sub-licence as set out in SubLicence Schedule 1.

“Walk-In Users”

means individuals, who are not otherwise Authorised Users, who are allowed by the Institution to access its information services from computer terminals or by other means (including wirelessly), from within the physical premises of the Institution.

“Working Day”

means a day other than a Saturday, Sunday or public holiday in England when banks in London are not open for business.

1.2 Clause, Schedule and Annex headings shall not affect the interpretation of this SubLicence.

1.3 The Schedules and Annexes form part of this Sub-Licence and shall have effect as if set out in full in the body of this Sub-Licence. Any reference to this Sub-Licence includes the Sub-Licence Schedules and Sub-Licence Annexes.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to writing or written includes email and any written submission made on the Jisc Ordering Platform.

1.7 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words term preceding those terms.

1.8 References to web addresses in this Sub-Licence refer to the current web address, and any updated or replacement content/address.

2 SUB-LICENCE GRANT AND JISC COLLECTIONS' RESPONSIBILITIES

2.1 Jisc Collections hereby grants to the Institution a non-exclusive, non-transferable right and licence for the Subscription Period:

- (i) to access and make Permitted Use of the Licensed Material; and
- (ii) to permit Authorised Users to access and make Permitted Use of the Licensed Material;

2.2 Except as expressly provided in this Sub-Licence, such access shall be on the the Provider Platform through Secure Authentication.

2.3 Jisc Collections has agreed with the Provider in the Master Licence that the Provider will meet the Provider's responsibilities and commitments set out in this Sub-Licence (the “**Provider Commitments**”), including the requirements set out in Clauses 5 to 7, 9, 12.2, 14 and 15.3 and, subject to being informed in accordance with Clause 8.4, Jisc Collections will take all such reasonable steps as it considers appropriate to procure that the Provider meet the Provider Commitments and remedy any failure by the Provider to meet the Provider Commitments.

3 PERMITTED USES

3.1 The Institution shall be entitled, for Educational Purposes only:

3.1.1 to communicate, perform, display, download and print parts of, or extracts from, Licensed Material for non-commercial use and educational purposes,

3.1.2 to provide Authorised Users with access to the Licensed Material for Educational Purposes via a Secure Network for the purposes set out in Clause 3.2;

3.1.3 to display, download and print the whole of, or parts of, or extracts from, Licensed Material for the purpose of promoting or testing, and training in the use of the Licensed Material;

3.1.4 to convert or adapt Licensed Material into Braille or other formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to provide access to such converted or adapted form for the purposes of this Clause 3;

3.1.5 to provide single printed or electronic copies of individual documents or other parts of Licensed Material to individual Authorised Users, at their request, for Educational Purposes;

3.1.6 to make and distribute copies of training, teaching or course material reproducing parts of Licensed Material, as may be required by the Institution for the purpose of using the Licensed Material in accordance with Clause 3.2; and

3.1.7 to provide access to and permit use, in accordance with this Sub-Licence of, any archived copies of the Licensed Material made in accordance with SubLicence Schedule 3(1(c)) and/or 3(1(d)), if and for so long as the Provider so fails to provide such access; and if no such archived copies are maintained, to make and supply to a reasonably agreed recognised secure repository a copy of the Licensed Material in electronic form, for the sole purpose of the repository retaining the same for use by the Institution and its Authorised Users (without prejudice to any other purpose for which the repository may be permitted by the Provider to retain the same).

3.2 The Institution shall be entitled to permit Authorised Users, for Educational Purposes only:

3.2.1 to access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;

3.2.2 to copy and paste, download, print and save electronic or print copies of parts of or extracts from Licensed Material, for individual use or for use in tutorials or study groups;

3.2.3 to copy and paste, download, print, save, convert or adapt copies or parts of or extracts from Licensed Material for the purposes of criticism, review, caricature, parody or pastiche. Authorised Users must specify the source, owner and creator, and publisher and any applicable copyright or database

right notice of the publisher of the Licensed Material used in such ways unless this would not be possible for reasons of practicality or otherwise;

3.2.4 to mark-up or comment (electronically or otherwise) parts of Licensed Material (including by tagging, highlighting paragraphs and sentences, bookmarking, inserting hyperlinks, exporting references, and writing personal commentary, and saving the same);

3.2.5 to convert or adapt Licensed Material into formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to make copies of such converted or adapted Licensed Material for use in accordance with this Clause 3.2;

3.2.6 to incorporate parts of or extracts from the Licensed Material in printed or electronic form in assignments, portfolios, theses, dissertations and other submissions ("**Academic Works**"), and to make reproductions of the Academic Works for personal use, library deposit and/or to provide to sponsors of the Academic Works. Authorised Users must specify the source, owner and creator, and publisher and any applicable copyright or database right notice of the publisher of the Licensed Material used in the Academic Works;

3.2.7 to incorporate parts of or extracts from the Licensed Material in electronic or printed course packs or management systems to be used in the course of instruction and/or virtual learning and/or research environments hosted on a Secure Network. Authorised Users must specify the source, owner and creator, and publisher and any applicable copyright or database right notice of the publisher of the Licensed Material used in the course packs;

3.2.8 to display publicly, communicate to the public or perform in public parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in such ways;

3.2.9 to save and/or deposit in perpetuity parts of the Licensed Material in electronic repositories on a Secure Network operated by the Institution, access to and use of which is limited to Authorised Users.

3.2.10 to access Licensed Material in whole or in part for the Authorised User's personal Educational Purposes onto personal computing devices including tablets, e-book readers and laptops, and stand-alone computers, without any limit in number. the Provider and Jisc Collections makes no warranty as to the suitability of any Licensed Material for use on such devices; and

3.2.11 to provide access to, communicate to, and share material resulting from any use under this Clause 3.2 with other Authorised Users for their use in accordance with this Sub-Licence.

3.3 The provisions of this Sub-Licence are without limitation to the rights of the Institution or Authorised Users to do any act permitted under the Copyright, Design and Patents Act 1988, including Part I, Chapter III (*Acts Permitted in relation to Copyright Works*), or The Copyright and Rights in Databases Regulations 1997, or permitted under any CCBY or other open access licence applicable to the Licensed Material or otherwise which, apart from the rights granted under this Sub-Licence, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Sub-Licence, the Institution and Authorised Users shall remain entitled to do any such acts.

3.4 Unless expressly set out in this Clause 3, or in relation to specific Licensed Material or specific Permitted Uses in the Offer, there shall be no limit on the number of Authorised Users to which this Sub-Licence (including Clause 3.1 and Clause 3.2) applies.

4 RESTRICTIONS

4.1 Except where this Sub-Licence provides otherwise, the Institution shall not, and shall not grant an Authorised User the right to:

4.1.1 sell, resell, or sub-license the Licensed Material, in whole or in part, unless the Provider has given permission in writing to do so;

4.1.2 remove, obscure or alter copyright notices, acknowledgements or other means of identification, or disclaimers;

4.1.3 alter or adapt the Licensed Material, except to the extent necessary to make it perceptible on a computer screen;

4.1.4 display or distribute any part of the Licensed Material on any electronic network, including the internet, other than on a Secure Network;

4.1.5 make any Commercial Use of the Licensed Material (in whole or in part);

4.1.6 use the Licensed Materials (in whole or in part) other than for Educational Purposes; or

4.1.7 provide access to and/or permit use of the Licensed Material by anyone, or transmit any part of the Licensed Material by any means to anyone, other than an Authorised User.

4.2 The Institution shall not provide access to Walk-In Users to the Licensed Material at a location other than the Institution's premises (but, for the avoidance of doubt, may provide access on such premises by wireless means).

4.3 The restrictions in this Clause 4 are subject to Clause 3.3 (*Acts permitted by legislation or other rights in relation to copyright works*).

5 RESPONSIBILITIES OF THE PROVIDER

5.1 During the Subscription Period the Provider shall make the Licensed Material available through the Provider Platform to the Institution and Authorised Users for access, download and Permitted Use.

5.2 During the Subscription Period the Provider shall at all times:

5.2.1 allocate and use sufficient resources (including servers and communications and network equipment) to provide the Access Services in accordance with the terms of this Sub-Licence; and

5.2.2 subject to routine maintenance (which the Provider shall use reasonable endeavours to conduct outside Access Support Hours and which the Provider shall in any event conduct in such a manner to minimise disruption of the Access Services), provide the Access Services on a continuous and uninterrupted basis and shall, on any interruption or suspension of the Access Services occurring, restore the Access Services as soon as reasonably practicable.

5.3 At all times during the Subscription Period, the Provider shall ensure that the Access Services meet the Service Levels, and that they comply with the Service Level Requirements.

5.4 During the Subscription Period, the Provider, in respect of the Licensed Material made available under Clause 5.1:

5.4.1 shall not, without the agreement of the Institution, such agreement not to be unreasonably withheld, implement any digital rights management technologies or access management technologies which have a material adverse impact on the performance or usability of the Licensed Material in accordance with this Sub-Licence or on the exercise by the Institution of its rights under this Sub-Licence, for example by repeatedly requiring an Authorised User to provide active confirmation in relation to their use of or access to the Licensed Material, which impair the usability of DOIs or other links, or which require the downloading of software onto any platform used for accessing or using the Licensed Material;

5.4.2 use all reasonable endeavours to provide support services to the Institution and Authorised Users by email or over the phone during the Provider standard support hours. This includes answering email queries about the use, functionality and content of the Licensed Material.

5.4.3 shall provide to the Institution electronic product documentation relating to the Licensed Material which is reasonably sufficient to enable Authorised Users to access and make use of the Licensed Material, which the Institution shall be entitled to copy and distribute, provided such documents are copied in full and such copies include an acknowledgement of the Provider as the licensor of the Licensed Material; and

5.4.4 upon request shall provide the Institution with a report detailing its performance in respect of the Service Levels;

Withdrawal of publications

5.5 The Provider reserves the right at any time to withdraw from the Licensed Material any Licensed Material ("**Withdrawn Material**"):

5.5.1 which the Provider no longer entitled to publish; or

5.5.2 which has converted to full open access and is no longer offered under the subscription model; or

5.5.3 which the Provider has reasonable grounds to believe infringes copyright or is unlawful.

5.6 The Provider shall promptly give written notice of such withdrawal to the Institution.

6 RESPONSIBILITIES OF THE PROVIDER: AUTHORISED USERS

6.1 The Provider shall not require Authorised Users to enter into an end user licence agreement or other terms and conditions of use in connection with their access to or use of the Licensed Material under this Sub-Licence or otherwise impose any restrictions on an Authorised User's use of the Licensed Material other than provided in this Sub-Licence. No such end user licence agreement or terms or conditions or restrictions sought to be imposed shall be of any effect; provided that, where the licence the Provider has, in relation to specific Licensed Material, more restricted rights than Permitted Use, it shall make that clear in the Offer for the Licensed Material and notify the Authorised User on access to the Licensed Material.

7 RESPONSIBILITIES OF THE PROVIDER: INFORMATION AND LIBRARY MANAGEMENT STANDARDS

7.1 During the Subscription Period, the Provider shall implement the standards and other provisions of Sub-Licence Schedule 3.

8 RESPONSIBILITIES OF INSTITUTION

8.1 The Institution shall:

8.1.1 provide passwords and other confidential Authentication Information only to Authorised Users and take reasonable steps to prevent Authorised Users from providing such Authentication Information to anyone else;

8.1.2 provide to Jisc Collections lists of valid IP addresses for the purpose of managing access to the Licensed Material and update those lists regularly as agreed by the parties from time to time;

8.1.3 use reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material;

8.1.4 inform the Authorised Users about the conditions of use of the Licensed Material provided for in this Sub-Licence and to the extent that such terms apply to them, use reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Sub- Licence; and

8.1.5 configure the computer system through which the Licensed Material used by the Institution and Authorised Users, and put in place procedures, in accordance with reasonably appropriate accepted standards, for the

purpose of preventing access to the Licensed Material by any person other than an Authorised User.

8.2 The Institution shall use reasonable efforts to monitor compliance with the terms of this SubLicence by itself and Authorised Users and shall promptly notify the Provider and Jisc Collections, providing full particulars (to the extent that it is not prohibited by law or contractual obligation from doing so), on becoming aware of any of the following:

8.2.1 any unauthorised access to or use of the Licensed Material or unauthorised use of Authentication Information; or

8.2.2 any act by an Authorised User which gives rise to a breach of this SubLicence.

8.3 As soon as the Institution is aware of any breach of the terms of this Sub-Licence by itself, the Institution shall:

8.3.1 take reasonable steps to investigate such breach for the purpose of ensuring that the relevant activity ceases and preventing any recurrence; and

if the Institution considers this appropriate, take steps against the individual concerned in accordance with the Institution's disciplinary procedure, but the Institution shall not have any other liability for any breach relating to the security of the Secure Network or use by Authorised Users of any Licensed Material.

8.4 As soon as the Institution is aware of any failure by the Provider to meet the the Provider Commitments which the Institution considers Jisc Collections should raise with the Provider, it will promptly give notice of such failure to Jisc Collections, setting out details of the failure and its impact on the Institution and Authorised Users, and provide such further information and details as Jisc Collections may request in connection with such failure.

9 FEES AND PAYMENT

9.1 The Institution shall pay to Jisc Collections the Sub-Licence Fees and the Transaction Management Charge in the amounts set out in, or calculated in accordance with, SubLicence Schedule 1.

9.2 Upon receipt of the Order Confirmation and on each other date (if any) set out in the Order Confirmation, Jisc Collections shall issue an invoice to the Institution for the relevant Sub-Licence Fee(s) or applicable part of the Sub-Licence Fee(s) and the Transaction Management Charge.

9.3 The Institution shall pay the Sub-Licence Fee and the Transaction Management Charge within 45 days on receipt by the Institution of Jisc Collections' invoice.

9.4 All sums specified under this Sub-Licence, unless otherwise stated, are exclusive of VAT and any other similar or equivalent taxes or duties, where applicable, and any applicable VAT will be payable in addition.

10 TERM AND TERMINATION

10.1 Subject to Clauses 10.2 to 10.5 this Sub-Licence shall commence upon the Start Date of the Order, and shall continue, unless terminated earlier in accordance with this Clause 10, until the expiry of the Subscription Period. For the avoidance of doubt, this SubLicence will continue, notwithstanding any termination of the Master Licence, to the effect that, in such case, any references in this Sub-Licence to Jisc Collections shall be deemed (unless the context otherwise requires) to be references to the Provider.

10.2 **Annual commitment:** The Institution shall have the right to terminate this Sub-Licence during the Subscription Period, by giving not less than 60 (sixty) days' written notice to Jisc Collections, such notice to expire on at the end of the relevant Subscription Year.

Multi-year commitment: The Institution may terminate this Sub-Licence in accordance with the terms of this paragraph provided evidence is supplied to the Provider to demonstrate that sufficient funds are not provided or allotted in the library budget by the appropriate body of the Institution to pay the Sub-Licence Fees for the Licensed Material. The Institution shall use its best efforts in good faith to obtain sufficient funding to meet its obligations to pay the Sub-Licence Fees as set out in this Sub-Licence. In the event that the Institution is unsuccessful in obtaining funding and therefore wishes to terminate this Sub-Licence, the Institution should notify the Provider three months prior to the anniversary of this Sub-Licence. Any such termination will become effective on the relevant anniversary of this Sub-Licence.

10.3 Without affecting any other right or remedy available to it, either party may terminate this Sub-Licence with immediate effect by giving written notice to the other party if:

10.3.1 the other party becomes insolvent, admits insolvency or a general inability to pay its debts as they become due, has appointed a receiver or administrative receiver over it or over any part of its undertaking or assets, passes a resolution for winding up other than a bona fide plan of solvent amalgamation or reconstruction, files a petition for protection under any applicable bankruptcy code, or has filed against it or becomes subject to an insolvency petition in bankruptcy or an order to that effect; or

10.3.2 the other party commits a material or persistent breach of any term of this SubLicence which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of sixty (60) days after being notified in writing to do so.

10.3.3 the Provider gives notice to Jisc Collections under Clause **Error! Reference source not found.** of the Master Licence Agreement in relation to conduct by the Institution with Authorised Users, or otherwise in respect of provisions corresponding to Clauses 10.3.1 and 10.3.2 above.

10.4 Without affecting any other right or remedy available to it, the Institution may terminate this Sub-Licence with immediate effect by giving written notice to Jisc Collections if the Provider:

10.4.1 has failed to comply with the provisions of Clause 5 and 6 and fails to remedy the non-compliance within a period of sixty (60) days after being notified by Jisc Collections in writing to do so; or

10.4.2 is no longer entitled to make the Licensed Material available for access and Permitted Use by the Institution and Authorised Users.

10.5 Without affecting any other right or remedy available to it, Jisc Collections may terminate this Sub-Licence with immediate effect by giving written notice to the Institution if the Institution:

10.5.1 fails to pay any undisputed amount due under this Sub-Licence on the due date for payment and remains in default for not less than sixty (60) days after being notified in writing to make such payment;

10.5.2 wilfully and repeatedly infringes, or wilfully permits Authorised Users repeatedly to infringe, the copyright in the Licensed Material; or

10.5.3 has committed a breach of Clause 4 (*Restrictions*) or Clause 8.1 (*Responsibility of Institution*) and fails remedy that breach within a period of sixty (60) days after being notified in writing to do so.

10.6 For the avoidance of doubt, the Institution shall not be deemed to be in breach of this SubLicence on the grounds that an act of an Authorised User, if carried out by the Institution, would have been a breach of this Sub-Licence, without prejudice to any express obligations applicable to the Institution under this Sub-Licence.

11 CONSEQUENCES OF TERMINATION

11.1 On expiry or termination of this Sub-Licence for any reason and subject to any express provisions set out elsewhere in this Sub-Licence :

11.1.1 all rights and licences granted pursuant to this Sub-Licence shall cease and the Institution shall cease to access and use, and permit access to and use of, the Licensed Material; and

11.1.2 the Provider may cease to make available Licensed Material for access and use by the Institution and Authorised Users

provided that copies of parts of the Licensed Material made by the Institution or Authorised Users in accordance with this Sub-Licence may be retained, subject to the terms of Clauses 3 and 4 to the extent that these are applicable.

11.2 On any termination by the Institution under Clause 10.3 or Clause 10.4 by reason of the Provider failing to meet the Provider Commitments, the Provider shall reimburse the Institution such part of the Sub-Licence Fee which has been paid to the Provider and is in respect of any remaining part of the Subscription Period.

11.3 Any provision of this Sub-Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Sub-Licence (including Clauses 2.1, 4, 6.2, 8 and 10 to 23) shall continue in force.

11.4 Termination or expiry of this Sub-Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this SubLicence which existed at or before the date of termination or expiry.

12 ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

12.1 Subject to Clause 12.2, the Institution acknowledges that all copyright in the Licensed Material are the exclusive property of the Provider or its licensors and that this SubLicence does not assign or transfer to the Institution any right, title or interest in such copyright except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Sub-Licence.

12.2 Institutions may not distribute, sublicense or publicise any portion of a custom dataset or derivative databases. Ownership of the custom dataset and all derivative databases are exclusive property of the Provider and all rights are reserved.

13 REPRESENTATION, WARRANTIES AND INDEMNITIES

13.1 The Provider warrants to the Institution that:

13.1.1 all intellectual property rights in the Licensed Material are owned by or validly licensed to the Provider and that the Permitted Use of the Licensed Material will not infringe any intellectual property of any person; and

13.1.2 the content of the Licensed Material is not unlawful.

13.2 In relation to any claim made or action brought by any third party that the access and Permitted Use by the Institution or by any Authorised User in accordance with this SubLicence infringes the intellectual property rights of that third party, the Institution shall:

13.2.1 promptly give the Provider and Jisc Collections written notice;

13.2.2 give the Provider immediate and complete control of the defence and settlement of such claim provided that the Provider gives the Institution reasonable security in respect of any liability the Institution may have in respect of such claim or action and any indemnity to which the Institution may be entitled; and

13.2.3 give the Provider (and, so far as relevant, Jisc Collections) all reasonable assistance with the defence and settlement of such claim.

13.3 While the Provider and Jisc Collections have no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material neither the Provider nor Jisc Collections make any representation or give any warranty, express or implied, with regard to the information contained in or in any part of the Licensed Material including the fitness of such information or part for any purposes whatsoever and the Provider and Jisc Collections accept no liability for loss suffered or incurred by the Institution or Authorised Users as a result of their reliance on the Licensed Material.

13.4 In relation to any claim or action referred to in Clause 13.2, or any other claim by a third party of which the Institution becomes aware, that the access to or use of any Licensed Material infringes any copyright, the Provider may at its option and expense, and on written notice to the Institution (and without prejudice to the Institution's rights under Clause 5.5 (*Withdrawing Material*)), remove such Licensed Material from the Licensed

Material or obtain for the Institution the right to continue accessing and using such Licensed Material in accordance with this Sub-Licence.

13.5 Nothing in this Sub-Licence shall make the Institution liable for any act by any Authorised User which gives rise to a breach of the terms of this Sub-Licence, provided that the Institution did not cause or knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

13.6 Except as provided for in Clause 13.1, neither the Institution nor any Authorised User nor the Provider nor Jisc Collections will be liable to the other in contract or negligence or otherwise for:

13.6.1 any special, indirect, incidental, punitive or consequential damages; or

13.6.2 loss of direct or indirect profits, business, contracts, revenue or anticipated savings; or

13.6.3 for any increased costs or expenses.

13.7 No party excludes or limits its liability under this Sub-Licence for:

13.7.1 death or personal injury to the extent it results from its negligence, or that of its employees or agents in the course of their engagement; or

13.7.2 its own fraud or that of its employees or agents in the course of their engagement.

14 LIMITED LIABILITY

14.1 Except in case of gross negligence or wilful misconduct, or in case of infringement of intellectual property rights, the Provider shall not be liable towards the Institution for any damages that exceed 150% of the Licence Fees paid under this Licence.

15 FORCE MAJEURE

15.1 Neither party shall have any liability under or be deemed to be in breach of this SubLicence for any failure to perform any term or condition of this Sub-Licence which result from circumstances beyond the reasonable control of such party, including war, strikes, flood, governmental restrictions, power, telecommunications or Internet failures or damage to or destruction of any network facilities not arising from an act or omission of such party or its employees or contractors ("Force Majeure Event").

15.2 Each party shall promptly notify the other party in writing of any Force Majeure Event which is causing delay or failure in performance of such party's obligations under this SubLicence, or will or is likely to do so, including the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Sub-Licence, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15.3 Provided it has complied with Clause 15.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Sub-Licence by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Sub-Licence or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

15.4 If a Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 (sixty) days, the party not affected by the Force Majeure Event may terminate this Sub-Licence by giving 14 days' written notice to the Affected Party.

16 ASSIGNMENT

16.1 Subject to Clauses 16.2 and 16.3, this Sub-Licence is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this SubLicence, without the prior written consent of the other party, such consent shall not be unreasonably withheld or delayed.

16.2 If the Provider is subject to any merger or acquisition, or if the Provider or any licensor or other owner of any rights in any Licensed Material relevant to the licences or rights granted under this Sub-Licence transfers or grants any rights inconsistent with the Institution's rights under this Sub-Licence, this Sub-Licence shall continue in effect, and the Provider shall procure that any such transfer or grant of rights is subject to the Institution's rights under this Sub-Licence or that the Institution is compensated in such amount as may be fair and reasonable in the circumstances in respect of the loss of any such rights which cannot be preserved for the Institution.

16.3 In any assignment to which the other party has given consent under Clause 16.1, the assigning party shall procure and ensure that the assignee shall assume all rights and

obligations of the assigning party under this Sub-Licence and agrees to be bound to all the terms of this Sub-Licence.

17 GOVERNING LAW AND JURISDICTION

17.1 This Sub-Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.2 The parties irrevocably agree that any dispute arising out of or in connection with this Sub-Licence will be subject to and within the jurisdiction of the courts of England and Wales.

18 DISPUTE RESOLUTION

18.1 If any dispute arises out of or in connection with this Sub-Licence or the performance, validity or enforceability of it ("Dispute"), the parties shall attempt to settle it by negotiation. To this end they shall use their respective reasonable endeavours to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both parties. Negotiations shall be conducted between the Director (or equivalent position) of Jisc Collections, or its nominated representative, and the current Vice Chancellor (or equivalent post) of the Institution, or their nominated representative.

18.2 If the dispute cannot be resolved by the parties within one month of being escalated as referred to in Clause 18.1, 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.

18.3 Where the parties agree that a Dispute would best be resolved by the decision of an independent expert, they will use reasonable efforts to agree upon the nature of the expert required, on the appointment of the expert and, with the expert, the terms of his appointment

18.4 Any person to whom a reference is made under Clause 18.3 shall act as expert and not as an arbitrator and his decision (which shall be given by the expert in writing and shall state the reasons for the decision) shall be final and binding on the parties except in the case of manifest error or fraud.

- 18.5 Each party shall provide such expert with such information and documentation as the expert may reasonably require for the purposes of forming his or her decision.
- 18.6 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.
- 18.7 Subject to Clause 18.1, except where urgent interim measures are sought, and 18.4, nothing in this Clause 18 shall prevent either party commencing or continuing court proceedings in relation to the Dispute under Clause 17.

19 NOTICES

- 19.1 Any notice given to a party under or in connection with this Sub-Licence shall be in writing and shall be delivered by hand or email, or by pre-paid first-class post or other next Working Day delivery service at its address set out below:

19.1.1 if to Jisc Collections: [REDACTED]
[REDACTED]
Jisc Collections
15 Fetter Lane
London EC4A 1EW

Email: to both [REDACTED]

and labelled (in the Subject line) as a Contract Notice.

- 19.1.2 if to the Institution: as stated in the Subscription Order and Acceptance Form.

- 19.2 Any notice or communication shall be deemed to have been received:

- 19.2.1 if delivered by hand, on signature of a delivery receipt; or
- 19.2.2 if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or
- 19.2.3 if sent by email, on delivery of the email (as evidenced by a delivery receipt) if delivered during working hours on a Working Day, and otherwise on the first Working Day following delivery; or
- 19.2.4 if sent via the Jisc Ordering Platform (if any), on delivery of the Confirmation Notice.

19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20 PREVENTION OF FRAUD AND CORRUPTION

20.1 Each party represents and warrants that neither it, nor to the best of its knowledge any of its employees, agents or contractors have at any time prior to the Start Date:

20.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

20.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

20.2 Neither party during the term of this Sub-Licence shall 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 this Sub-Licence or for showing or refraining from showing favour or disfavour to any person in relation to this Sub-Licence.

20.3 Each party shall take all reasonable steps in accordance with good industry practice to prevent fraud by its employees, and the party (including its shareholders, members and directors), in connection with this Sub-Licence and shall notify the other party in writing immediately if it has reason to suspect that any fraud is occurring or is likely to occur.

20.4 If a party or its staff engages in conduct prohibited by Clause 20.1.1 or commits fraud in relation to this Sub-Licence, the other shall be entitled to:

20.4.1 terminate this Sub-Licence and recover from the first party the amount of any loss suffered resulting from the termination, including the cost reasonably incurred by making other arrangements for the provision of access to the Licensed Material and any additional expenditure incurred by the other party throughout the remainder of this Sub-Licence; and

20.4.2 recover in full from the first party any other loss sustained in consequence of any breach of this clause.

21 THIRD PARTY RIGHTS

21.1 Except as expressly provided elsewhere in this Sub-Licence, a person who is not a party to this Sub-Licence is not intended to have any rights to, and shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this SubLicence.

21.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Sub-Licence are not subject to the consent of any other person, and a person who is not a party to this Sub-Licence shall not be entitled to require its consent to any amendment.

22 PERSONAL DATA

22.1 Where a party acts as a Controller in respect of any Personal Data Processed under or in connection with this Sub-Licence, it shall comply with its respective obligations under the Data Protection Legislation and it shall only use such Personal Data for the purposes of performing its obligations under this Sub-Licence.

22.2 The parties acknowledge that nothing in this Sub-Licence purports to appoint either party as a Processor for and on behalf of the other in respect of any Personal Data and neither party anticipates that the other will, and neither party shall, act as the other party's Processor under any circumstances, unless that party has been expressly appointed as Processor by the other party. Such appointment shall be conditional upon that party satisfying the other party's due diligence process and agreeing with the other party, in good faith, a set of Processor obligations that comply with the Data Protection Legislation.

23 GENERAL

23.1 This Sub-Licence its Schedules and Annexes constitute the entire agreement between the parties and supersede all prior communications, promises, assurances, warranties, representations and understandings and agreements (whether written or oral) relating to its subject matter, but without prejudice to any continuing rights and obligations arising under any prior formal licence agreements between the Institution and the Provider or Jisc Collections.

23.2 This Sub-Licence may not be amended or modified except by agreement of both parties in writing.

23.3 Nothing in this Sub-Licence shall be construed to create any relationship of partnership, agency or employment between any of the parties.

23.4 If any provision or part-provision of this Sub-Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Sub-Licence.

23.5 The rights of the parties arising under this Sub-Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Sub-Licence or of any breach of this Sub-Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Sub-Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

**SUB-
LICENCE SCHEDULE 1**

SUB-LICENCE FEE AND TRANSACTION MANAGEMENT CHARGE

Sub-Licence Fee:

All pricing is by Quote and agreed with Jisc Collections, as detailed in the Offer.

Transaction Management Charge:

	Sub-Licence Fee payable by Institution (p/a) excl. VAT	Transaction Management Charge (p/a) excl. VAT
HE	██████	██
	██████████	██
	██████	██
FE	████	█
	████	██

All pricing is shown exclusive of VAT.

In the event that the Sub-Licensee completes the Subscription Order Confirmation and Acceptance Form during a given year, the Sub-Licensee shall pay Jisc Collections that part of the applicable Sub-Licence Fee which represents the period covering the date as set out in the Subscription Order and Acceptance Form up to the date where the next 12 months subscription period starts. Thereafter the Sub-Licensee will pay to Jisc Collections the full applicable SubLicence Fee(s) for subsequent years as and where applicable.

LICENCE SCHEDULE 2

**SUB-
OFFERED PRODUCTS**

The Offered Products consist of the following:

Web of Science Core Collection
Web of Science Citation Connection
InCites Journal & Highly Cited Data

**SUB-
LICENCE SCHEDULE 3
INDUSTRY STANDARDS AND RELATED OBLIGATIONS**

- 1 The Provider agrees to implement the following industry standards to enhance access and use of the Licensed Material and shall:
- (a) at least once every three months (and otherwise promptly on request by the Institution), provide the Institution with usage statistics fully compliant with the COUNTER Code of Practice (www.projectcounter.org);
 - (b) implement the Standardized Usage Statistics Harvesting Initiative (SUSHI) protocol (www.niso.org/workrooms/sushi);
 - (c) archive the Licensed Material to ensure that it is preserved for future scholarship in at least one of the following archiving solutions: Portico, Clockss or Lockss, and inform the Institution in which of the archiving solutions the Licensed Material may be found;
 - (d) subject to paragraph 1(c), provide the means for the Institution to continue to access the Licensed Material via an archiving service for use only in the event that the Provider ceases trading or any of the provisions of Clauses 10.32 or 10.43 apply to the Provider, and inform the Institution where the Licensed Material has been archived, and provide the Institution with sufficient authority and information to enable the Institution to access such Licensed Material for the purposes of Clause 3.1.7 (*Access where the Provider fails to provide it*) ;
 - (e) use all reasonable efforts to meet the W3C standards (www.w3.org/WAI/Resources/#in) to ensure that the Licensed Material is accessible to all Authorised Users;

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(f) use all reasonable efforts to meet the Open URL Standard (http://www.niso.org/kst/reports/standards?step=2&project_key=d5320409c5160be4697dc046613f71b9a773cd9e) to ensure that Authorised Users can search for and find the Licensed Material ;

(g) provide link-resolver vendors and other library systems suppliers quarterly with full details of the Licensed Material in accordance with the most current KBART standard (<http://www.uksg.org/kbart/s5/guidelines>); and also with related data of (i) the first and final year, volume, and issue and (ii) the algorithm or syntax for constructing an article-level link from an article's metadata within the Licensed Material;

- (h) provide relevant information to third party discovery tools (such as Scopus, Summon), in accordance with NISO recommendations (http://www.niso.org/apps/group_public/download.php/13388/rp-192014_ODI.pdf); and
 - (i) meet any other reasonable standards that are generally agreed for adoption amongst the United Kingdom Higher Education Institutions during the Term.
- 2 The Provider shall provide the Institution with:
- (a) the digital object identifier (DOI) relating to the Licensed Material, at the title, journal, and article, and chapter levels promptly following the Start Date, and
 - (b) any updates or amendments thereto, at least once every three months thereafter (and otherwise promptly on request by the Institution).
- 3 The Provider shall during the Subscription Period collect, and promptly provide the Institution with, all other statistics and other information reasonably requested by the Institution in relation to the activities of Authorised Users under this Sub-Licence.

* urls and web addresses are for guidance and may change

SUB-LICENCE SCHEDULE 4

SERVICE LEVELS and SERVICE LEVEL REQUIREMENTS (if applicable)

1 Definitions:

“Scheduled Maintenance” means the non-availability of the Licensed Material and/or the Provider Platform which is scheduled by the Provider outside Access Support Hours at least a week in advance and notified to the Institution at least a week in advance, for the purpose of carrying out maintenance actions that are aimed at the prevention of unscheduled breakdown or downtime.

- 2 The Provider Platform and Licensed Material will be available 24 hours a day, 365 days a year with the exception of Scheduled Maintenance and subject to Paragraphs 4 and 6 below.
- 3 For the Provider Platform to be considered available the following functionality should be available on the platform:

<u>Service Component</u>	<u>Functionality Required</u>
HTML availability	Ability to access the HTML version of content
PDF Download	Ability to download the PDF version of content

- 4 Service components as outlined above will each be available for at least 99.00% of scheduled uptime.
- 5 Scheduled Maintenance time, for each service component, will be less than 20.8 hours over any consecutive 12 month period.
- 6 The Provider reserves the right to restrict access to the Licensed Material and its networks in order to maintain the stability and security of both. Any restrictions under this Paragraph 6 shall be limited to an individual Authorised User or a restricted subset of Authorised Users for a maximum period of 4 hours. Upon being aware of any activity affecting the stability or security of the Licensed Material and its networks the Provider shall inform the Institution of the restriction immediately.

SUB-LICENCE ANNEX 1 – OFFER

2022-25 Jisc Collections WoS / JHCD / CC Agreement	Target group HE, RC, FE

Clarivate Analytics Full legal name and registered address	CLARIVATE ANALYTICS (UK) Limited 70 ST. MARY AXE LONDON, EC3A 8BE – United Kingdom
Product Name:	Web of Science Primary, Web of Science Citation Connection and / or Journal and Highly Cited Data
Agreement Name:	Clarivate Web of Science Subscription Agreement – 2022 to 2025

Product Description:	The Clarivate Analytics agreement includes Web Science, Web of Science Citation Connection and / or InCites Journal and Highly Cited Data.
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Access URL:	https://www.webofscience.com
Product Information URL:	https://clarivate.com/products/scientificandacademic-research/

1. Commercial Information

Term: 3 Years

Start and End date: 1st October 2022 to 30th September 2025

Eligible Institutions/group:

Higher Education
Further Education
Research Councils

Affiliates will be considered on a case by case basis, please contact the provider

Licence Fees:

All pricing is by Quotation provided by the publisher (loaded into Jisc's Licence subscriptions manager) and agreed with Jisc Collections. Institutions may take one or a selection of resources detailed below.

Current spend (2021/22) refers to the institutional spend as of 1st July 2022 and as detailed in the Jisc Collections Clarivate Analytics agreements expiring 30th September 2022.

Institutions may select one or any combination of the options below:

- Web of Science Primary
- Web of Science Citation Connection (new subscribers are required to purchase one of the Citation Connection back file options, available under a separate agreement, pricing by Quotation)
- InCites Journal and Highly Cited Data

Web of Science Primary and Web of Science Citation Connection pricing is based on current resource spend (2021/22) for current subscribers (new subscribers should request a quotation), with a fixed percentage increase applied per annum of the agreement period. The percentage increase applied per annum relates to the commitment option selected.

New subscribers to Web of Science Citation Connection will be required to purchase either the 5 year, 20 year or full Citation Connection back file in perpetuity. Current Citation Connection subscribers will not be required to purchase additional backfiles. All subscribers may purchase additional back files if desired.

InCites Journal & Highly Cited Data pricing is based on current resource spend (2021/22) for current subscribers (new subscribers should request a quotation), with a fixed percentage increase applied per annum of the agreement period based on the commitment option selection (annual or multi-year).

Increases per annum are based on annual or multi-year commitment (Web of Science Core and / or Web of Science Citation Connection and / or InCites Journal & Highly Cited Data):

Three year commitment: 2%

Annual commitment: 2.9%

Quotations: Provided by the provider / loaded into LSM.

Currency: Sterling

Transaction Charge: This agreement is invoiced by Jisc Collections. Transaction Management Charges are included within the invoice and are calculated according to total amount due (excluding VAT portion): [REDACTED]

Pro-rating of Fees: Yes

Will VAT be included on the invoice to Jisc Collections: Yes

2. Product/Licensed Material on offer

Product consists of:

Web of Science Primary Collection: Clarivate Analytics Web of Science provides access to the world's leading citation databases. Authoritative, multidisciplinary coverage includes current and retrospective journal and proceedings data in the sciences, social sciences, arts, and humanities. Web of Science Primary is currently

comprised of close to +21,000 critically-selected journals, covering +250 subject areas spanning the life sciences, physical sciences, health sciences, social sciences, arts, and humanities. The Web of Science Primary agreement includes access to:

- Science Citation Index Expanded™ from 1970

- Social Sciences Citation Index™ from 1970
- Arts & Humanities Citation Index® from 1975
- Conference Proceedings Citation Index™ from 1990
- Emerging Sources Citation Index™ (5 year rolling)
- +1 Billion cited references in total

Web of Science Citation Connection:

Clarivate Analytics Web of Science provides access to the world's leading citation databases. Authoritative, multidisciplinary coverage includes current and retrospective journal and proceedings data in the sciences, social sciences, arts, and humanities. Web of Science Citation Connection is currently comprised of more than 34,000 critically-selected journals, covering +250 subject areas. This subscription option enables institutions to subscribe to all Web of Science databases including the Web of Science Primary and additional Web of Science Backfiles. The Web of Science Primary agreement includes access to:

- Science Citation Index Expanded™ from 1970
- Social Sciences Citation Index™ from 1970
- Arts & Humanities Citation Index® from 1975
- Conference Proceedings Citation Index™ from 1990
- Emerging Sources Citation Index™ (5 year rolling)
- 1 Billion cited references in total

Beyond the Web of Science Primary Collection, the following additional databases support the Web of Science. These complete the **Web of Science Citation Connection**.

7 **Book Citation Index (BKCI)** - The Book Citation Index connects a library's book collection to new discovery tools, giving researchers the ability to quickly and easily identify and access the most relevant books. The Book Citation Index offers:

- scholarly book content complements and enhances the citation relationships between journals, conference proceedings, and books
- coverage of over 100,000 editorially selected books, starting with publication year 2005
- comprehensive cited reference search
- reciprocal links to/from book records and book chapters
- accurate citation counts from journals,
- conference proceedings, and other books
- Times Cited counts for books and book chapters
- full bibliographies from books and book chapters
- links from book and book chapter records to full text

8 Further information on the [Book Citation Index](#) is available on Clarivate Analytics website.

Data Citation Index (DCI) - The Data Citation Index provides a single point of access to quality research data from repositories across disciplines and around the world.

The Data Citation Index offers:

- coverage of nearly +7 million records from 350 quality repositories globally;

- digital research records built from descriptive metadata to create bibliographic records and cited references for digital research;

- recommendations to the scholarly community for promoting standard citation formats for digital research;

Further information on the [Data Citation Index](#) is available on Clarivate Analytics website.

Derwent Innovation Index (DII) - Derwent Innovations Index® facilitates rapid, precise patent searching, letting you conduct patent and citation searches of inventions in chemical, electrical, electronic, and mechanical engineering. This resource merges the value-added patent information from Derwent World Patents Index® with the patent citation information from Derwent Patent Citation Index®. You can use additional descriptive information and coding to quickly grasp a patent's significance and its relationship to other patents. Reduce duplication of R&D; track competitors' activities; detect and avoid patent infringement; identify potential gaps in the marketplace and possible licensing opportunities. From 1963 – back files coverage includes over +80 million patent records in all technologies from over 52 international patent - issuing authorities.

Further information on the [Derwent Innovation Index](#) is available on Clarivate Analytics website.

Current Contents Connect (CCC)- From 1986 – Current awareness database that provides easy Web access to complete tables of contents, abstracts, bibliographic information, and abstracts from the most recently published issues of leading scholarly journals, as well as from more than 7,000 relevant, evaluated websites. CCC offers cover-to-cover indexing that provides access to all the valuable information available in journals — not just articles.

Current Chemical Reactions (CCR) - From 1986 – includes Institut National de la Propriete Industrielle structure data back to 1840. 1,083,758 reactions in 598,871 reaction flows. Current Chemical Reactions delivers the latest synthetic methods reported in over 100 of the world's leading organic chemistry journals. Each reaction provides complete reaction diagrams, critical conditions, bibliographic data, and author abstracts.

Index Chemicus (IC) - Index Chemicus® provides researchers, administrators, faculty, and students with quick, powerful access to the chemical compound information they need to find research data, analyse trends, journals and researchers, and share their findings.

From 1993 – contains over 2.6 million compounds. Covering more than 100 of the world's leading organic chemistry journals, Index Chemicus® is text- and substructuresearchable, and offers full graphical summaries, important reaction diagrams, and complete bibliographic information.

Further details on Index Chemicus can be found on Clarivate Analytics' website.

Zoological Record (ZR) - Zoological Record® is a database of animal biology. It is considered the world's leading taxonomic reference, and with coverage back to 1864, has long acted as the world's unofficial register of animal names. The broad scope of coverage ranges from biodiversity and the environment to taxonomy and veterinary sciences.

Zoological Record offers:

- a full range of disciplines that allows users to find information in all aspects of animal biology, paleobiology, and zoology, focusing on the natural biology of

animals (fossil, recent, whole animal, behavioral, environmental, and cellular studies);

- backfile data to 1864;
- coverage of close to 5,000 serials (including more than 4.4 million records), plus many other sources of information including books, reports, and meetings.

Further information on the [Zoological Index](#) is available on Clarivate Analytics' website.

Biosis Citation Index (BCI) - BIOSIS Citation Index offers:

- coverage of the major areas in the life sciences, with broad coverage in molecular and cell biology, pharmacology, endocrinology, genetics, neurosciences, infectious diseases, ecology and organismal biology;
- access over 27 million records from journals, books, reports, meetings, and U.S. patents dating 1926 or later;
- specialised, article-level indexing, with tags to vital data such as Enzyme Commission numbers, and cross-references throughout to gene, disease, and organism names;
- All citation data is resident within the BIOSIS Citation Index database.

Further information on the [BIOSIS Citation Index](#) is available on Clarivate Analytics' website.

Medline - From 1950 - provides global coverage, the premier bibliographic database of the U.S. National Library of Medicine® (NLM), covering biomedicine and the life sciences, bioengineering, public health, clinical care, and plant and animal science. It includes references from journals, newspapers, magazines, and newsletters. Over 500,000 records are added annually. Links to additional data: Link from MEDLINE records to the valuable NCBI protein and DNA sequence databases, and to PubMed Related Articles.

Further details on [MEDLINE](#) can be found on Clarivate Analytics' website.

Regional indices

SciELO Citation Index - Scientific Electronic Library Online, is a program of the São Paulo Research Foundation (FAPESP) supported by Brazil National Council of Scientific and Technological Development for the cooperative publishing of open access journals on the internet. From 2003 Scielo provides regional coverage, indexing content from over 650 journals. It includes over 4 million cited references, and open access with links to full text through a local language interface with an easy search experience.

Further details on [SciELO](#) can be found on Clarivate Analytics' website.

Korean Citation Index (KCI) - Fully integrated and searchable within Web of Science, KCI Korean Journal Database provides a more complete global picture by discovering new insights from South Korea. This database adds over 2,000 journals to the Web of Science, with 1,800 being new.

Further details on [KCI](#) can be found on Clarivate Analytics' website.

Journal and Highly Cited Metrics package as part of the InCites Research Analytics platform.

Journal and Highly Cited Data uses combination of impact and influence metrics, it provides the context to understand a journal's place in the world of scholarly literature. Journal and Highly Cited data is an analysis tool which summarizes citations from science and social science journals and selected proceedings into one single

environment. It delivers detailed reports of their citation performance, their citation network, and the count and type of materials published.

As part of the **InCites** Research Analytics platform, users of Journal & Highly Cited Data benefit from a series of features:

- Access through one page to both editions: Science and Social Science;
- Sort journal data by clearly defined fields: Impact factor, Impact factor without self-citations, immediacy index, total cites, total articles, cited half-life, article influence score, Eigenfactor or journal title;
- Ability to see open access status of the journal;

Full integration with Web of Science databases – “view journal information” - Impact Factor, 5 years Impact Factor, Quartile, (rank in category) on the record level in Web of Science Core Collection – when researchers are searching for a number of journals to publish in it’s important to have those information’s on record/document level;

- Ability to generate the reports, exporting and saving own selections;
- Ability to show all Impact Factor’s journals for the particular country in the particular discipline in both edition: science and social science;
- Journals rankings and journal comparisons;
- Easy access and visualizations of journals communication (citing/cited) – ego network;
- See trend graphs for any of the indicators - easily toggle between all years or last 5 years; and
- Possibility to export the data directly from new Journal Citation Reports – all metrics via xls. format by just one click.

Essential Science Indicators is also included in Journal & Highly Cited Data. Essential Science Indicators can determine the influential individuals, institutions, papers, publications, and countries in a field of study—as well as emerging research areas that could impact institutions’ work.

Essential Science Indicators give the University access to additional information such as:

- *Research Fronts* — algorithmically derived topics reflecting research-intensive areas of current science.
- *Highly Cited Papers* — top 1% of papers in a research field published in a specified year.
- *Hot Papers* — papers published in the past two years that show an unusual rate of citation in the most recent two-months that places it in the top 0.1% of papers in the same field.

InCites Journal & Highly Cited Data fully integrates with Web of Science.

An institutional selection of the Licensed Material/Product by subset of the Licensed Material/Product on offer: Yes, as per the resource selected.

Back files/ back issues included in the Offer: Back files require a separate purchase.

3. Business model

Licence duration periods

Subscription Period – 01 October 2022 to 30 September 2025

Via Clarivate Analytics' platform: Yes, InCites platform.

Local mounting (backfile purchase): Yes, should the Citation Connection subscription cease.

Licence Fees:

Quotation provided by Clarivate Analytics': Yes

Payment process:

Licence + Sub-Licence – Single payment from Jisc Collections to Clarivate Analytics': Yes

Jisc Collections will invoice institutions.

Collection of payment by Jisc Collections

Collection of payment for all Licensed Material: Yes

Acceptance of the Licence/Sub-Licence

Via Jisc Online Ordering System: Yes

SUB-LICENCE ANNEX 2 – SUBSCRIPTION ORDER AND ACCEPTANCE FORM (EXAMPLE)

Review Basket

Order Options

Confirm Order

Order Complete

Confirm order - subscriptions to be invoiced by Jisc Collections

Please choose a payment type for each product listed below. Depending on the products in your basket you may have the option to pay in advance for future years. If you have selected to pay by credit or debit card, we can only process these payments against sterling (GBP) invoice(s) that are automatically generated from this order.

Agreement type: consortia agreements

Products with a currency of GBP

Consortia Agreement (with defined start and end date)

£

Consortia agreements

Start Date - End Date

Product content option selected:

* Selected product content option(s)

PO Number:

Purchase Order Number

Product:

Consortia Agreement (with defined start and end date)

Payment type:

Selected payment type

Invoice Address:

Customer's Invoice Address

SECTION TOTAL:

£

Including TMC and VAT where applicable

SUBTOTAL:

£

Basket total

Designated Site Representatives

Select up to three designated site representatives that you would like to associate with this order:

☐ Site Representative

Consortia agreements and licence acceptance

☐ I am authorised by my Institution to make this order. By clicking on the 'I Confirm and Place Order' button I (on behalf of my Institution) acknowledge that I have read and understood the Licence(s) listed below and agree to be bound by the terms and conditions of such Licences. I agree that my Institution will pay the subscription fee(s) due from the invoice(s) generated from this order no later than thirty (30) days after being issued by Jisc Collections or the publisher of the resource.

LICENCE AGREEMENT.doc

☐ By clicking on the 'I Confirm Order and Accept Licence' button I (on behalf of my Institution) acknowledge that I have checked the Licensed Material in the Schedule of each licence(s) listed below and agree that these are correct at the time of accepting the licence(s).

It should be NOTED that by clicking on the 'I Confirm and Place Order' button, your Institution is legally bound to pay for each Licence the full total relevant fee to their Institution from the start date until the expiry date of such Licences as set out in this Form.

Back

I confirm and place order

COSTINGS FOR UKHSA

Clarivate Analytics 22-25: Web of Science Citation Connection - Annual Commitment	1st October 2022 - 30th September 2023	<div></div>
	1st October 2023 - 30th September 2024	
Standard rate VAT	1st October 2024 - 30th September 2025	

Clarivate Analytics 22-25: InCites Journal and Highly Cited Data

You may only select one option from this group i

Product	Duration	Price	Add to basket
Clarivate Analytics 22-25: InCites Journal and Highly Cited Data - Annual Commitment	1st October 2022 - 30th September 2023	<div></div>	<input type="checkbox"/>
	1st October 2023 - 30th September 2024		
Standard rate VAT	1st October 2024 - 30th September 2025		

Total Contract Value including transaction fees £117,614 excluding x VAT

UKHSA Contract reference C110827

	Signed for Supplier	Signed for Buyer
Name	<div></div>	<div>DocuSigned by:</div> <div><div></div></div> <div>Full Name: <div></div></div> <div>Job Title/Role: <div></div></div> <div>Date Signed: 17/11/2022</div>
Title	<div></div>	
Signature	<div></div>	
Date	<div>Caren Milloy (Nov 16, 2022 16:05 GMT)</div> <div>Nov 16, 2022</div>	

