

Blackwell Science/Munksgaard and Blackwell Publishers

- hereinafter referred to as "the Publisher" -

and

the National University library of Iceland

- hereinafter referred to as "the Licensee" -

hereby conclude the following **Agreement**. The rights and obligations herein agreed upon shall be binding on the successors of the contracting parties as well.

Clause 1: Subject of the Agreement

- 1.1 The Licensee acquires from the Publisher the non-exclusive and non-transferable right to access the online journals of the Blackwell Publishing Group.
- 1.2 This Agreement is concluded on the basis of the Blackwell Science and the Blackwell Publishers Site License Agreements already signed by the Licensee.
- 1.3 The Agreement covers all journals mentioned in attachment 1.

Clause 2: Authorised users; Rights and Duties

- 2.1 The Licensee acquires the right to access the journals from Blackwell Publishing listed in attachment 1. Should any of these journals be taken over by another publisher in 2002, only access to the 2001 and previous issues of the specific journals can be guaranteed.
- 2.2 The agreement applies only to companies, institutions and individuals located in Iceland, excluding individuals and affiliated government and/or corporate sites located elsewhere outside Iceland.
- 2.3 During the term of this agreement, users in Iceland will have full online access to material from previous years where available.
- 2.4 Archival access to material will be granted on request in accordance with the terms set out in the Blackwell Science license agreement. The archival access will only be set up country wide, not individually for every company, individual etc.
- 2.5 Access shall be granted via IP-address authentication.
- 2.6 Reductions in the total Icelandic subscriptions to print editions of the journals of the Publisher may not exceed the lower of 5 % of the print subscription value. Furthermore, all subscription cancellations must be compensated by the licensee, in such a way that an amount similar to the lost subscription fee is paid by the licensee to the publisher.

Clause 3: Term and Extension

- 3.1 The term of this Agreement shall extend from June 1st 2001 to December 31st 2002. Should the Licensee wish to extend the Agreement he shall so inform the Publisher in writing not later than two months prior to the termination of the Agreement. The Publisher shall not unreasonably withhold consent to such an extension.
- Should no agreement on a license extension be reached by the termination date (December 31st 2002) the Publisher shall allow access for a further four weeks (January 31st 2003) with uninterrupted use of the service.
- Should the Licensee and the Publisher agree on the continuation of the license, the relevant Agreement shall have effect from 1 January 2003.
- 3.2 After termination of the Agreement (including the four-week period of grace up to 31 January of the following year) the Licensee shall no longer be entitled to access the data, apart from the archival material which will be made available through a third party.

Clause 4: License Fees/ Due Date

- 4.1 The Licensee shall pay the Publisher £ for the period mentioned in 3.1, plus any applicable State or National Taxes, for access to SYNERGY. These terms and conditions shall apply irrespective of any increase in the prices of the print editions that may occur during the year 2001.
- 4.2 The fee for the ~~print~~ can be paid for 2001 and 2002 separately or all together as ~~preferred~~ by the licensee. Payment for 2001 of £ will be due July 1st 2001. The final payment for 2002 of £ must be made no later than December 31st 2001.
- 4.3 Should the Licensee fail to pay the due amounts and still fail to fulfil these obligations within one month after the date of a written payment request from the Publisher or an agent of the Publisher, the Agreement shall lapse with immediate effect and all rights mentioned herein shall revert to the Publisher.

Clause 5: Governing Law, Reservation of Rights

- 5.1 If this agreement is altered or amended it must be done in writing. No oral collateral agreements have been concluded.
- 5.2 In the event that one of the provisions of this Agreement should be or become ineffective, this shall not affect the validity of the remaining provisions. In such an event the contracting parties are obliged to replace the faulty provision by one corresponding as closely as possible to the economic and legal intent of that provision.
- 5.3 This Agreement shall be governed by and construed in accordance with English Law and shall be subject to non-exclusive jurisdiction of the English courts, but the Publisher may bring any action against the Licensee in the courts of the Licensee's state.

On behalf of
The Publisher

Date: 28 June 2001

The Licensee
National University library of Iceland

Kauno Keriss

Einar Hjartman