

DATED

2009

[IRIS]

-and-

[PUBLISHER]

[PRODUCT] LICENCE AGREEMENT

"Authorised Users"

means individuals who are authorised by the Consortium Members to access the Members' information services whether on-site or off-site via Secure Authentication and who are affiliated to the Member as a current student (including but not limited to undergraduates and postgraduates), member of staff (whether on a permanent or temporary basis including retired members of staff and any teacher who teaches Authorised Users in the Republic of Ireland) or contractor of the Member. Persons who are not a current student, member of staff or a contractor of the Member, but who are permitted to access the Member's information services from computer terminals within the physical premises of the Member ["Walk-In Users"] are also deemed to be Authorised Users, only for the time they are within the physical premises of the Member. Walk-In Users may not be given means to access the Licensed Material when they are not within the physical premises of the Member Institution. For avoidance of doubt, Walk-In Users may not be given access to the Licensed Material by any wireless network provided by the Member Institution unless such network is a Secure Network.

"Commercial Use"

means use for the purpose of monetary reward (whether by or for the Consortium or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Work. For the avoidance of doubt, neither recovery of direct cost by the Consortium from Authorised Users, nor use by the Consortium or Authorised Users of the Licensed Work in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.

"Educational Purposes"

means for the purpose of education, teaching, distance learning, private study and/or research.

"Fee"

means the fee as set out in Schedule 1. The fee shall be in line with the offer negotiated and agreed under the [insert product name] Agreement between IRIS and the Publisher dated [insert date] as set out in Annex 1 hereto as part of the IReL Initiative.

"Intellectual Property Rights"	means patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.
"Licensed Material"	means the material listed in Schedule 2.
"Member"	A university, other educational institution or research organisation that is in membership of the Consortium and listed in Schedule 1, and which has agreed by virtue of its membership to be bound by the terms and conditions of this Licence as [if it were] a party to it jointly with the Consortium.
"Secure Authentication"	means access to the Licensed Material by Irish Access Management Federation compliant technology, Internet Protocol ("IP") ranges or by a username and password provided by the Consortium or by another means of authentication agreed between the Publisher and IRIS from time to time.
"Secure Network"	means a network which is only accessible to Authorised Users by Secure Authentication.
"Subscription Period"	means the period nominally covered by the volumes and issues of the Licensed Material as identified in Schedule 2, regardless of the actual date of publication.

1.2 Headings contained in this Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

- 1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. LICENCE GRANT

- 2.1 The Publisher hereby grants to the Consortium, subject to and in accordance with the terms of this Licence, a non-exclusive licence to access and use the Licensed Material and to allow Members and Authorised Users to access and use the Licensed Material via Secure Authentication for Educational Purposes.
- 2.2 In consideration for the Publisher's licensing of the Licensed Material pursuant to Clause 2.1, the Consortium undertakes to pay to the Publisher the Fee in accordance with the provisions of Schedule 1.

3. PERMITTED USES

- 3.1 Consortium Members may:
 - 3.1.1 make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material by Members and Authorised Users, provided that such use is subject to all the terms and conditions of this Licence;
 - 3.1.2 provide Authorised Users with integrated access and an integrated article author, article title and keyword index to the Licensed Material and all other similar material licensed from other publishers;
 - 3.1.3 allow Authorised Users to:
 - 3.1.3.1 access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;
 - 3.1.3.2 electronically save parts of the Licensed Material;
 - 3.1.3.3 print out single copies of parts of the Licensed Material;
 - 3.1.3.4 incorporate parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and

copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorised Users;

- 3.1.3.5 incorporate parts of the Licensed Material in printed or electronic form in assignments and portfolios, theses and in dissertations (“the Academic Works”), including reproductions of the Academic Works for personal use and library deposit. Reproductions in printed or electronic form of Academic Works may be provided to sponsors of such Academic Works. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner;
- 3.1.3.6 supply to an authorised user of another library (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing) a single paper copy of an electronic original of an individual document;
- 3.1.3.7 provide single printed or electronic copies of single articles at the request of individual Authorised Users;
- 3.1.3.8 display, download and print parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for training Authorised Users;
- 3.1.3.9 publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other such similar activity;
- 3.1.3.10 make such copies of training material and network such training material as may be required for the purpose of using the Licensed Material in accordance with this Agreement; and
- 3.1.3.11 save and/or deposit in perpetuity parts of the Licensed Material in electronic repositories operated by the Consortium Members and/or by an Authorised User on a Secure Network. Access to and use of such repositories shall be limited to Authorised Users and the funding bodies; and
- 3.1.3.12 save and/or deposit in perpetuity parts of the Licensed Material of which they are the authors on any network including networks open to the public and to communicate to the public such parts via any electronic network, including without limitation the Internet and the

World Wide Web, and any other distribution medium now in existence or hereinafter created.

- 3.2 This Licence shall be deemed to complement and extend the rights of the Consortium and Authorised Users under the Copyright and Related Rights Act 2000, and nothing in this Licence shall constitute a waiver of any statutory rights held by the Consortium and Authorised Users from time to time under this Act or any amending legislation.

4. RESTRICTIONS

- 4.1 Save as provided herein, the Consortium, its Members and Authorised Users may not:
- 4.1.1 sell or resell the Licensed Material unless the Consortium, a Member or an Authorised User has been granted prior written consent by the Publisher to do so;
 - 4.1.2 remove, obscure or modify copyright notices, text acknowledging or other means of identification or disclaimers as they appear;
 - 4.1.3 alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Agreement. For the avoidance of doubt, no alteration of the words or their order is permitted;
 - 4.1.4 display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network; or
 - 4.1.5 use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes.
- 4.2 This Clause shall survive termination of this Agreement for any reason.

5. RESPONSIBILITIES OF THE PUBLISHER

- 5.1 The Publisher agrees:
- 5.1.1 to make the Licensed Material available to the Consortium, its Members and Authorised Users from the commencement of the Subscription Period;

- 5.1.2 to use all reasonable endeavours to make the electronic copy of each journal covered by this Agreement available, not later than the start of business hours on the day of publication of the printed version. In the event that for technical reasons this is not possible for any particular journal, as a matter of course, such journal shall be identified at the time of licensing, together with the reasons therefore;
- 5.1.3 to use all reasonable endeavours to make the Licensed Material available to the Consortium and Authorised Users at all times and on a twenty-four hour basis, save for routine maintenance, and to restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of the service;
- 5.1.4 to provide for customer support services to Authorised Users via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Licensed Material within 24 hrs of request;
- 5.1.5 to use all reasonable endeavours to ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Consortium at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement;
- 5.1.6 to provide electronic product documentation to the Consortium free of charge. The Publisher will allow copies of all documentation to be made and distributed by the Consortium to Authorised Users and publishers' representatives visiting for on-site training, provided it is either duplicated in full, or a proper ownership acknowledgement is included;
- 5.1.7 to provide at least initial on-site training to users free of charge
- 5.1.8 to use all best efforts to comply with the Open URL Standard (http://www.niso.org/committees/committee_ax.html and http://www.jisc-collections.ac.uk/about_collections/publisher_information/coll_jiscfactfile/coll_factcards_provlinks.aspx/)
- 5.1.9 to use all best efforts to comply with the W3C standards (<http://www.w3.org/WAI/Resources/#in> and http://www.jisc-collections.ac.uk/about_collections/publisher_information/coll_jiscfactfile/coll_factcards_ws.aspx/)
- 5.1.10 to provide the Consortium with COUNTER-compliant usage statistics, on at least a monthly basis (<http://www.projectcounter.org>); these statistics will be made available at consortium and institutional levels. Usage statistics will be either emailed to site administrator or accessible via a logon

administration interface hosted by Publisher. Such usage data shall be compiled in a manner consistent with applicable privacy and data protection laws and as may be agreed between the parties from time to time, and the anonymity of individual users and the confidentiality of their searches shall be fully protected

5.1.11 to permit the Consortium Members to make cancellations and substitutions of the Licensed Material per annum [only applicable for multi-years agreements].

5.1.12 to archive the Material in the [insert names of services] archiving services with an indication of the date that archiving commences. The URL that provides details of trigger events that allow access to the archive is at [insert URL]; and

5.1.13 use all best efforts to comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers <http://www.projecttransfer.org>

5.1.14 to provide up-to-date title lists, including accurate date ranges, to A-Z listing providers on a quarterly basis or as required by the Consortium.

5.2.1 If the publisher wishes to vary the content during the life of the contract, at least six months notice should be given to the Consortium of any such variation. The consortium may accept this variation at its discretion, but significant variation, which could mean a withdrawal of access of a very small number of significant titles from a bundle of titles, may render the contract void

5.2.2 The Publisher reserves the right at any time to withdraw from the Licensed Material any item or part of an item for which it no longer retains the right to publish and for which the Publisher has been unable to secure the provisions as set out in Clauses 8.7 and 8.8, or any item or part of an item for which the Publisher has reasonable grounds to believe it infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall give written notice to the Consortium of such withdrawal. If the withdrawn material represents more than ten per cent (10%) of the Licensed Material the Publisher shall make a pro rata refund of part of the Fee to the Consortium, taking into account the amount of material withdrawn and the remaining unexpired portion of the Subscription Period.

6. RESPONSIBILITIES OF CONSORTIUM

6.1 The Consortium and each Member agree to:

6.1.1 issue passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not divulge their passwords

or other access information to any third party;

- 6.1.2 provide lists of valid IP addresses to the Publisher and update those lists on a regular basis the frequency of which will be agreed by the parties from time to time;
 - 6.1.3 use all reasonable efforts, including without limitation by use of Secure Authentication, to ensure that only Authorised Users are permitted access to the Licensed Material;
 - 6.1.4 use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Agreement; and
 - 6.1.5 use all reasonable efforts to monitor compliance with the terms of this Agreement and notify the Publisher immediately and provide full particulars on becoming aware of any of the following (a) any unauthorised access to or use of the Licensed Material or unauthorised use of any of Consortium's password(s); or (b) any breach by an Authorised User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement, the Consortium Members further agree promptly to fully investigate and initiate disciplinary procedures in accordance with the Consortium's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence.
- 6.2 The Consortium and Members undertake to the Publisher that the computer system through which the Licensed Material will be used is configured, and procedures are in place, to prohibit access to the Licensed Material by any person other than an Authorised User, that it shall inform the Authorised Users about the conditions of use of the Licensed Material, and that during the term of this Agreement, the Consortium and Members will make best efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.

7. FEE

- 7.1 The Publisher will invoice the Consortium for the Fee payable at the address set out below:

[insert address of Consortium]

- 7.2 The terms of payments to the Publisher are set out in Schedule 1 hereto.

8. TERM AND TERMINATION

- 8.1 This Agreement shall commence at the beginning of Subscription Period and, unless terminated earlier as provided for in this Clause 8, will remain in full force and effect until the end of the Subscription Period.

- 8.2 Any party may terminate this Agreement at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Agreement by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty days after receipt of the written notice unless during the relevant period of thirty (30) days the defaulting party remedies the breach forthwith by written notice to the other party.
- 8.3 Upon termination of this Agreement by the Publisher due to a material breach or repeated other breaches by the Consortium or Member, the Publisher shall cease to authorise on-line access to the Licensed Material by the Consortium and Authorised Users.
- 8.4 After termination of this Agreement (save for a material breach by the Consortium or Member of its obligations under this Agreement) the Publisher will provide (at the option of the Consortium) the Consortium and its Authorised and Walk-in Users with access to and use of the full text of the Licensed Material which was published and paid for within the Subscription Period, without charge, or at a fair access fee, either by i) continuing online access to archival copies of the same Licensed Material on the Publisher's server; or ii) by supplying archival copies of the same Licensed Material in an electronic medium mutually agreed between the parties which will be delivered to the Consortium; or iii) supplying archival copies via ftp protocol of the same Licensed Material; or iv) through participation in an electronic archiving service such as Portico.
For the avoidance of doubt access and use of archival copies shall be subject to the terms and conditions as set out in Clauses 3 and 4 of this Agreement.
- 8.5 The Publisher will provide two options for archival access, and the Consortium may select either: i) the Licensed Material as subscribed to during the term of the Subscription Period or ii) the Licensed Material subscribed to on the day prior to termination of this Agreement.
- 8.6 The Consortium and its Members are permitted to mount the archival copies of the Licensed Material supplied by the Publisher in accordance with Clauses 8.4 (ii) and 8.4 (iii), communicate, make available and provide access to such Licensed Material via a Secure Network to Authorised Users in accordance with the terms of this Agreement. The Consortium and Members are further permitted to make such copies or re-format the Licensed Material contained in the archival copies supplied by the Publisher in any way to ensure their future preservation and accessibility in accordance with this Licence;
- 8.7 In the event that ownership of a part or parts of the Licensed Material is sold by the Publisher or otherwise transferred to another publisher, the Publisher will use all reasonable efforts to retain a non-exclusive copy of the volumes published and make them available free of charge through the Publisher's server or by supplying such material free of charge to the Consortium in accordance with the procedure described in Clause 8.4;
- 8.8 In the event that the Publishers ceases to publish a part or parts of the Licensed Material, a digital archive will be maintained of such Licensed Material and be made available free of

charge through the Publisher's server or by supplying such material free of charge to the Consortium in accordance with the procedure described in Clause 8.4;

- 8.9 The archival copies supplied in accordance with Clause 8.4 (ii) and (iii) will contain all textual content of the Licensed Material but may not contain all links and other features and functionality associated with the online version available via the Publisher's server. Access and use of such copies will not attract a fee charged by the Publisher.
- 8.10 On termination of this Agreement by the Consortium due to a material breach or repeated other breaches by the Publisher, the Publisher will reimburse the Consortium a pro rata proportion of the then remaining Fee for the unexpired part of the Subscription Period. The Publisher shall not be obligated to return any portion of the Fee for termination by the Publisher due to the Consortium's breach pursuant to Clause 8.2.

9. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Consortium acknowledges that all Intellectual Property Rights in the Licensed Material are the property of the Publisher or duly licensed to the Publisher and that this Agreement does not assign or transfer to the Consortium any right, title or interest therein except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Agreement.
- 9.2 For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by the Consortium as a result of local mounting of the Licensed Material as referred to in Clause 8.6 shall be the property of the Consortium.

10. REPRESENTATION, WARRANTIES AND INDEMNIFICATION

- 10.1 The Publisher warrants to the Consortium that the Licensed Material and all Intellectual Property Rights therein are owned by or licensed to the Publisher and that the Licensed Material used as contemplated in this Agreement does not infringe any Intellectual Property Rights of any natural or legal person. The Publisher agrees that the Consortium shall have no liability and the Publisher will indemnify, defend and hold the Consortium harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Consortium in defending against any third party claim of Intellectual Property Rights infringements or threats of claims thereof with respect of the Consortium's or Authorised Users use of the Licensed Material, provided that: (1) the use of the Licensed Material has been in full compliance with the terms and conditions of this Agreement; (2) the Consortium provides the Publisher with prompt notice of any such claim or threat of claim; (3) the Consortium co-operates fully with the Publisher in the defence or settlement of such claim; and (4) the Publisher has sole and complete control over the defence or settlement of such claim.

- 10.2 The Publisher reserves the right to change the content (including removal of an entire journal on ceasing to have the right to publish), presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to make the Licensed Material available at their sole discretion. The Publisher will give six months' notice to the Consortium of any substantial change to the Licensed Material.
- 10.3 While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material, the Publisher makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the Licensed Material including (without limitation) the fitness of such information or part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Consortium or Authorised Users as a result of their reliance on the Licensed Material.
- 10.4 In no circumstances will the Publisher be liable to the Consortium for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.
- 10.5 The Consortium agrees to notify the Publisher immediately, provide full particulars in the event that it becomes aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material and do all things reasonably required to assist the Publisher in such claims. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Agreement.
- 10.6 Nothing in this Agreement shall make the Consortium liable for breach of the terms of this Agreement by any Authorised User provided that the Consortium did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.
- 10.7 Save as provided for in Clause 10.1, neither the Consortium nor the Publisher will be liable to the other in contract or negligence or otherwise for (i) any special, indirect, incidental, punitive or consequential damages (ii) loss of direct or indirect profits, business, contracts, revenue or anticipated savings or for any increased costs or expenses.
- 10.8 No party limits its liability for (i) death or personal injury to the extent it results from its negligence, or of its employees or agents in the course of their engagement; and (ii) its own fraud or that of its employees or agents in the course of their engagement.

11. FORCE MAJEURE

- 11.1 Either party's failure to perform any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities ["Force Majeure"]) shall not be deemed to be, or to give rise to, a breach of this Agreement.
- 11.2 If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

12. ASSIGNMENT

- 12.1 Save as permitted for under this Agreement, neither this Agreement nor any of the rights and obligations under it may be assigned by either party without obtaining the prior written consent of the other party, such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Agreement shall be governed by and construed in accordance with Irish law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the Irish courts.
- 13.2 The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director of the Publisher and the current Chairman of the Consortium. Where the parties agree that a dispute arising out of or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- 13.3 Any person to whom a reference is made under Clause 13.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.

- 13.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 13.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

14. NOTICES

- 14.1 All notices required to be given under this Agreement shall be given in writing in English and sent by courier, or special delivery to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Agreement, and all such notices shall be deemed to have been received three (3) days after the date of posting in the case of special delivery or despatch in the case of courier:

if to the Consortium: [insert details]

if to the Publisher [insert details]

15. GENERAL

- 15.1 This Agreement and its Schedules constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
- 15.2 The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.
- 15.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
- 15.4 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement 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.

SCHEDULE 1: FEE

[Include here details of the offer as set out in Annex 1 plus the final fee to be paid by the Consortium.]

1. The Consortium shall cause the Publisher to be paid the total Fee of £ [insert amount] (exclusive of VAT) as payment for the rights granted in this Agreement. Such Fee shall fall due and payable by the Consortium within 45 days on receipt by the Consortium of the Publisher's invoice. The Fee is shown exclusive of VAT, which will be payable in addition by the Consortium where applicable.

SCHEDULE 2: LICENSED MATERIAL

The Licensed Material consists of the following: [Do not forget to indicate for each title the Subscription Period.]

IN WITNESS the hands of the above parties on the date first above written: -

SIGNED by: _____ Date: _____

Name: (Signature)

Position:

for and on behalf of

[PUBLISHER]

SIGNED by: _____ Date: _____

Name: (Signature)

Position:

for and on behalf of

[CONSORTIUM]