

SUB-LICENCE AGREEMENT

CHRONICLE SUB-LICENCE AGREEMENT

THE BRITISH UNIVERSITIES FILM AND VIDEO COUNCIL (BUFVC), a company incorporated in England and Wales and limited by guarantee whose registered office is 77 Wells Street, London W1T 3QJ ("BUFVC")

OFFERS to you, the Sub-Licensee, the permission to access and use the Licensed Work on the terms and conditions as set out in this Sub-Licence. Upon signature of this Sub-Licence your institution will become a non-exclusive Sub-Licensee of BUFVC.

Acceptance shall be by receipt of the signed Sub-Licence. Acceptance shall be acceptance of all terms of this Sub-Licence and no variation or counter offer will be accepted by BUFVC. 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is made as to the manner or form described for acceptance, no sub-licence will be granted and this offer is deemed withdrawn.

RECITALS

WHEREAS Chronicle is a pilot online service provided by the BUFVC to grant access to content owned by the BBC, with the descriptor 'BBC Northern Ireland's News from the Sixties and the Seventies'

AND WHEREAS Chronicle and all Intellectual Property Rights (as hereafter defined) therein are owned by or licensed to the BBC;

AND WHEREAS by an agreement between the BBC and the BUFVC (the "Chronicle Licence Agreement"), BUFVC is permitted to sub-license the access and use of Chronicle to Sub-Licensees in accordance with the terms of this Sub-Licence;

BUFVC AND THE SUB-LICENSEE AGREE AS FOLLOWS:

1. DEFINITIONS

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

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

- “BBC Archive Material” means for the purposes of this Agreement the BBC content, consisting of any film, video, discs or sound recording or recordings, dramatic, musical, literary or artistic work (including manuscript and correspondence), BBC Metadata and associated computer data included within the Licensed Work;
- “BBC Metadata” means the structured, encoded data that describes characteristics of the BBC Archive Material to aid in the identification, discovery, assessment, and management of the BBC Archive Material;
- “Commercial Use” means use of the Licensed Material for any commercial or promotional purposes or for the purposes of monetary reward (whether by the BUFVC, Authorised User or any third party) by means of sale resale, loan, transfer, hire or other form of exploitation on the Licensed Material or in any way which generates profit.
- "Educational Purposes" means for the purpose of education and teaching, distance learning, private study and/or research and strictly excludes Commercial Use and Dealing (see Definition in Clause 4);
- “Encodings” means any or all of the digital copies (either compressed or uncompressed) of the Licensed material or any collection of them;
- "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 Work" means the product licensed in this Sub-Licence known to the parties as ‘Chronicle’ being a pilot online service provided by the BUFVC to grant access to the BBC Archive Material owned by the BBC, with the descriptor ‘BBC Northern Ireland’s News from the Sixties and the Seventies’ and which includes BBC Metadata and Project Specific Metadata.
- “Project Specific Metadata” means any metadata and or contribution in relation to the BBC Archive Material (other than BBC Metadata) created by Authorised Users;
- "Secure Authentication" means access to the Licensed Work (via a BUFVC hosted website) by Security Assertion Mark-up Language (SAML) technology based authentication, Internet Protocol (“IP”) ranges or by another means of

authentication agreed in writing between the BBC and BUFVC from time to time.

"Secure Network" means a network which is only accessible by Secure Authentication.

"Sub-Licensee" means the sub-licensee whose details are set out in the signature page of this document, which can be found at http://bufvc.ac.uk/chronicle_terms

"Third Party Material" means the parts of the Licensed Material in respect of which rights of use or exploitation by the BUFVC for the purposes envisaged by this Agreement are not owned by or sufficiently licensed (for the purposes of this Agreement) to the BBC, including: (a) footage obtained by the BBC from third parties and (b) all other materials expressly stated in the records of the BBC Archive to be owned or controlled by any third party.

1.2 Headings contained in this Sub-Licence 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. GRANT OF SUB-LICENCE

2.1 BUFVC agrees to grant to the Sub-Licensee a non-exclusive sub-licence to access and use the Licensed Work and to allow Authorised Users to access and use the Licensed Work throughout the term of this Sub-Licence by Secure Authentication for Educational Purposes only.

3. USE OF THE LICENSED WORK

3.1 Throughout the term of this Sub-Licence the Sub-Licensee may for Educational Purposes only:

3.1.1 make such temporary local electronic copies (by way of streaming and embed code only) of all or part of the Licensed Work as are necessary to ensure efficient use by Authorised Users, provided that such use is subject to all the terms and conditions of this Sub-Licence;

3.1.2 allow Authorised Users to access (via streaming) the Licensed Work by Secure Authentication in order to search, retrieve, view and display.

3.1.3 allow Authorised Users to add to BBC Metadata by creating Project Specific Metadata;

3.1.4 to allow Authorised Users to electronically embed parts of the Encodings (via embed code), BBC Metadata and Project Specific Metadata;

3.1.5 to allow Authorised Users to print out captured still pictures from the Encodings for Educational Purposes only;

3.1.6 to allow Authorised Users to incorporate parts of the Encodings (via embed code only), BBC Metadata and Project Specific Metadata in printed and electronic course and study packs hosted on a Secure Network, virtual learning environments, managed learning environments and multi-media works for Educational Purposes. Each item shall carry appropriate acknowledgement of the source, title and copyright owner.

3.1.7 to allow Authorised Users to incorporate parts of the Encodings (via embed code only), BBC

Metadata and Project Specific Metadata in printed or electronic form in assignments, portfolios (including non-public display thereof) and in dissertations, including reproductions of the dissertation for personal use and library deposit, if the same conforms to the customary and usual practice of the Sub-Licensee. Each item shall carry appropriate acknowledgement of the source, title and copyright owner.

- 3.1.8 to display, stream and print parts of the Encodings for the purpose of promotion or testing of the same, or for training Authorised Demonstrators for Educational Purposes Only;
- 3.1.9 to deposit the learning and teaching objects as referred to in Clause 3.1.7 in electronic repositories operated by the Sub-Licensee on a Secure Network and to be accessed and used by the applicable repository on terms and conditions consistent with the terms and conditions of this Agreement;

4. RESTRICTIONS

4.1 The permissions granted in Clause 3 shall be subject always to the the BBC Editorial Guidelines (found at www.bbc.co.uk/guidelines). The use of the Licensed Work shall not be used in any way that is inappropriate or damages the the BBC's reputation and in particular in a manner which:

- 4.1.1 distorts the original meaning of the Licensed Work, including (but not limited to) changing the context;
- 4.1.2 discriminates against a specific social group or otherwise exploits vulnerable sections of society;
- 4.1.3 promotes, encourages or facilitates violence;
- 4.1.4 promotes, encourages or facilitates illegal activity;
- 4.1.5 promotes, encourages or facilitates terrorism or other activities which risk national security;
- 4.1.6 promotes the tobacco, armaments, alcohol or pornographic industries;
- 4.1.7 encourages hatred on grounds of race, religion, gender, disability, age or sexual orientation or promote, encourage or facilitate anti-social behaviour;
- 4.1.8 where the presence of the BBC Archive Material might be perceived as damaging the BBC's reputation for accuracy or impartiality;
- 4.1.9 otherwise brings the BBC into disrepute.

4.2 This Agreement does not permit or authorise (except where expressly permitted under Clause 3) any Dealing with any BBC Archive Material (or part or parts of them) by the BUFVC, Authorised Users or Authorised Demonstrators.

4.3 For the specific purposes of this Agreement "Dealing" shall mean

- 4.3.1 any Commercial Use;
- 4.3.2 printing captured still pictures from BBC Archive Material, Licensed Materials and/or Encodings (save as where expressly permitted by this Agreement);
- 4.3.3 the adaptation or manipulation of BBC Archive Material;
- 4.3.4 any copying, sale, distribution, redistribution, publication, public performance, communication to the public of the BBC Archive Material, Licensed Materials and the Encodings;
- 4.3.5 use of BBC Archive Material, Licensed Material or Encodings not expressly provided for by this agreement;
- 4.3.6 permitting anyone other than the BUFVC, Authorised Demonstrators and Authorised Users to have access to the Licensed Materials;
- 4.3.7 permitting Licensed Materials and or the Encodings to be electronically transmitted to any recipient other than the BUFVC, Authorised Demonstrators and Authorised Users;
- 4.3.8 removing, obscuring or modifying any copyright notices, digital on-screen logos, labels or tags which refer to BBC;
- 4.3.9 Authorised Users copying, reproducing, downloading, posting, broadcasting, transmitting, communicating or making available to the public, or otherwise using the Licensed Materials and or the Encodings in any way except for personal non-commercial Educational Purposes;
- 4.3.10 Authorised Users altering Licensed Materials and or the Encodings or creating any derivative work from any BBC Archive Material, Licensed Materials and or Encodings except for their own personal non-commercial Educational Use.

4.3 This Clause 4 shall survive termination of this Sub-Licence for any reason.

5. RESPONSIBILITIES OF THE SUB-LICENSEE

5.1 The Sub-Licensee will:

- 5.1.1 promote and publicise the availability of the Licensed Material in the form of the Encodings to the Institutions (subject always to the terms of this Agreement);
- 5.1.2 provide access to the Encodings by UK Access Management Federation for Education and Research compliant technologies and to join the UK Access Management Federation for Education and Research, subject to securing any necessary permissions, licences or consents (including, without limitation, any necessary permissions, licences or consents in respect of Intellectual Property Rights). More information on the UK Access Management Federation for Education and Research can be found at <http://www.ukfederation.org.uk>;
- 5.1.1 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;
- 5.1.2 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Work;
- 5.1.3 use all reasonable efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Sub-Licence;
- 5.1.4 use all reasonable efforts to ensure and monitor the compliance with the terms of this Sub-Licence and notify the BBC and the BUFVC immediately and provide full particulars on becoming aware of any of the following (a) any unauthorised access to or use of the Licensed Work or unauthorised use of any of the Sub-Licensee's password(s); or (b) any breach by an Authorised User of the terms of this Sub-Licence. Upon becoming aware of any breach of the terms of this Sub-Licence the Sub-Licensee further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Sub-Licensee's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence;
- 5.1.5 comply with all computer security procedures required by BUFVC and/or a third party duly appointed by BUFVC and take all reasonable steps to ensure the security of the Licensed Work; and

6. RESPONSIBILITIES OF BUFVC

- 6.1 BUFVC shall use all reasonable efforts to ensure access and use of the Licensed Work in accordance with the provisions as laid down in this Sub-Licence.
- 6.2 BUFVC shall use all reasonable efforts to cause customer support services to be provided to the Sub-Licensee and to Authorised Users.

7. USAGE DATA

- 7.1 The parties shall co-operate in gathering any data on usage of the Licensed Work that is available to them during the term of this Sub-Licence, and shall provide such data to each other upon request. Notwithstanding the foregoing, the parties shall neither assemble nor provide data from which an individual user could be identified.

9. TERM AND TERMINATION

- 9.1 The term of this Sub-Licence will commence upon the date of acceptance of this Licence and will remain in full force and effect until 1 March 2014, unless terminated earlier as provided for in this Clause 9.
- 9.2 The Sub-Licensee may terminate this Agreement on by giving BUFVC sixty days notice to that effect.
- 9.2 Either party may terminate this Sub-Licence at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Sub-Licence 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 days the defaulting party remedies the breach.
- 9.3 Notwithstanding anything to the contrary herein, this Sub-Licence will be treated as if terminated if; the Chronicle Licence Agreement between the BBC and the BUFVC terminates, or until a terminating breach is remedied. The BUFVC will notify the Sub-Licensee of such termination and when the breach has been remedied. The BUFVC shall make reasonable endeavours not to cause the Chronicle Licence Agreement between the BBC and the BUFVC to terminate.
- 9.4 Further, notwithstanding anything to the contrary herein, upon a breach by the Sub-Licensee, on-line access to the Licensed Work shall be terminated.
- 9.5 Upon termination of this Sub-Licence, copies of parts of the Licensed Work made by the Sub-Licensee or Authorised Users may be retained. Print copies may be used after termination of this Agreement subject to the terms of Clauses 3 and 4 of this Sub-Licence, which terms shall survive any termination of this Sub-Licence.

10. ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Sub-Licensee acknowledges that the Intellectual Property Rights in the Licensed Work are the sole and exclusive property of the BBC or are duly licensed to the BBC, with the exception of Third Party Material, and that this Sub-Licence does not assign or transfer to the Sub-Licensee any right, title or interest therein except for the right to use the Licensed Work in accordance with the terms and conditions of this Sub-Licence.
- 10.2 The Sub-Licensee shall use all endeavours to ensure that Project Specific Metadata contributed by Authorised Users (or any other person expressly authorised by this Agreement to access the Licensed Work) shall be provided on the following terms:
- 10.2.1 by adding any contribution (including any text, photographs, graphics, video or audio) the Sub-Licensee and Authorised User agrees to grant to the BBC, free of charge, irrevocable permission to use their contribution in any way it wants (including modifying and adapting it for operational and editorial reasons) for BBC services in any media worldwide (including on the BBC's site accessed by international users).
- 10.2.2 by adding any contribution (including any text, photographs, graphics, video or audio) the

Sub-Licensee and Authorised User agrees to grant to the BUFVC a free of charge, irrevocable permission to use their contribution for the purposes of achieving the objects of delivering the Chronicle;

- 10.2.3 copyright in an Authorised User's contribution will remain with the Sub-Licensee or Authorised User (as appropriate) and the permissions granted to the BUFVC and the BBC are not exclusive.
 - 10.2.4 in order that the BBC and BUFVC can use an Authorised User's contribution, the Sub-Licensee and Authorised User confirms that their contribution is their own original work, is not defamatory and does not infringe any UK laws, that the Authorised User has the right to give the BBC and BUFVC permission to use it for the purposes specified herein, and that the Authorised User has the consent of anyone who is identifiable in their contribution or the consent of their parent / guardian if they are under 16.
 - 10.2.5 BBC normally shows a contributor's name with their contribution, unless they request otherwise, but for operational reasons this is not always possible. The BBC may need to contact the Authorised User for administrative or verification purposes in relation to their contribution, or in relation to particular projects. For full details of when and how BBC may contact you please see the BBC's Privacy Policy (<http://www.bbc.co.uk/privacy/>) plus any local terms where applicable.
 - 10.2.6 Authorised Users should not endanger themselves or others, take any unnecessary risks or break any laws when creating contributions that they share with the BBC and BUFVC.
 - 10.2.7 If an Authorised User does not want to grant the BBC and/or the BUFVC the permission set out in this clause (10), then the Authorised User should not submit or share their contribution to the Project.
 - 10.2.8 If an Authorised User has any questions about contributing content to the BBC or the BUFVC, they should please see the BBC FAQs (<http://www.bbc.co.uk/terms/faq.shtml>) and the BUFVC Privacy Policy (<http://bufvc.ac.uk/privacypolicy>)
- 10.3 Nothing in this Sub-Licence gives the Sub-Licensee any rights to use any of the trade marks or logos of the BBC for any purpose.

11. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

- 11.1 The Sub-Licensee represents and warrants that it has sufficient authority and rights to enter into and perform its obligations under this Sub-Licence.
- 11.2 BUFVC represents and warrants that it has the right to grant the Sub-Licence and that the use of the Licensed Work by the Sub-Licensee and Authorised Users in accordance with the terms of this Sub-Licence shall not infringe the copyright of any third party. The foregoing shall not apply to improper usage of the Licensed Work by the Sub-Licensee or Authorised Users. BUFVC makes no representation or warranty, and expressly disclaims any liability with respect to the content of the Licensed Work, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- 11.3 The Sub-Licensee agrees to notify the BBC and the BUFVC within 48 hours and 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 Work. It is expressly agreed that upon such notification, or if the BBC becomes aware of such a claim from other sources, the BBC may remove such work(s) from the Licensed

Work. At the request of the BBC, the Sub-Licensee will make all reasonable efforts to remove such work(s) from any copies of the Licensed Work maintained by the Sub-Licensee. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Sub-Licence.

- 11.4 Nothing in this Sub-Licence shall make the Sub-Licensee liable for breach of the terms of this Sub-Licence by any Authorised User provided that the Sub-Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of a an actual breach having occurred.
- 11.5 Subject to the above and to the extent permitted by law, BUFVC shall not be liable to the Sub-Licensee for any loss or damage including any loss of profits, goodwill, contract or any indirect or consequential loss including loss or damage suffered by the Sub-Licensee as a result of an action brought by a third party.
- 11.6 the BBC reserves the right to change the content, presentation, user facilities or availability of parts of the Licensed Work and to make changes in any software used to deliver the Licensed Work at their sole discretion. BUFVC will notify the Sub-Licensee of any substantial change to the Licensed Work.
- 11.7 Other than the express warranties stated in this Clause (11), the Licensed Work is provided on an “as is” basis, and BUFVC disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Work or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. BUFVC further expressly disclaims any warranty or representation to Authorised Users, or to any third party. BUFVC accepts no liability for loss suffered or incurred by the Sub-Licensee or Authorised Users as a result of their reliance on the Licensed Work.
- 11.8 The Sub-Licensee represents to BUFVC that its computer system through which the Licensed Work will be used is configured, and procedures are in place, to prohibit access to the Licensed Work by any person other than an Authorised User; that it shall inform Authorised Users about the conditions of use of the Licensed Work; and that during the term of this Sub-Licence, the Sub-Licensee will continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users.
- 11.9 BUFVC and the Sub-Licensee do not seek to exclude liability under this Agreement for fraud or for personal injury or death caused by its negligence and the negligence of its employees, authorised sub-contractors and agents.

12. FORCE MAJEURE

- 12.1 Either party’s failure to perform any term or condition of this Sub-Licence as a 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 Sub-Licence.
- 12.2 If either party to this Sub-Licence is prevented or delayed in the performance of any of its obligations under this Sub-Licence 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.

13. ASSIGNMENT

13.1 Neither this Sub-Licence nor any of the rights and obligations under it may be assigned or sub-licensed by the Sub-Licensee.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Sub-Licence shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Sub-Licence will be subject to and within the jurisdiction of the English courts.

14.2 Where the parties agree that a dispute arising out of or in connection with this Sub-Licence 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. In default of agreement upon whom to appoint as a suitable expert, such expert shall upon the request of either party be appointed by the Chair for the time being of Universities UK (<http://www.universities.ac.uk>).

14.3 Any person to whom a reference is made under Clause 14.2 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.

14.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.

14.5 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.

15. NOTICES

15.1 All notices required to be given under this Sub-Licence shall be given in writing in English and sent by electronic mail, fax or first class registered or recorded 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 Sub-Licence, and all such notices shall be deemed to have been received (a) 24 hours after successful transmission in the case of electronic mail or fax; (b) fourteen (14) days after the date of posting in the case of first class registered or recorded delivery:

if to BUFVC:

Luis Carrasqueiro
Chief Executive
BUFVC
77 Wells Street
luis@bufvc.ac.uk

if to the Sub-Licensee:

16. DATA PROTECTION

- 16.1 The Sub-Licensee warrants and undertakes that it (and its sub-contractors and agents if any) shall duly observe its obligations under the Data Protection Act 1998 (“DPA”).**
- 16.2 In addition to compliance with the DPA, where the Sub-Licensee is required to process any item of personal data (as defined the DPA) pursuant to obligations in this Sub-Licence (“Personal Data”) the Sub-Licensee shall be acting as data controller and processor. On provision of the Personal Data to BUFVC the BUFVC shall also become the data controller and processor (such terms as defined by the DPA). The Sub-Licensee agrees that it shall process the Personal Data pursuant only to the terms of this Sub-Licence and shall not disclose the Personal Data to any unauthorised party whatsoever. For the avoidance of doubt, the Sub-Licensee shall not use the Personal Data for any commercial or marketing purposes whatsoever.**
- 16.3 The Sub-Licensee agrees to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the Sub-Licensee by the Seventh Principle of the DPA so as to ensure the personal data it controls and processes pursuant to this Sub-Licence is kept securely.**
- 16.4 The Sub-Licensee shall not transfer Personal Data outside the EEA without BUFVC’s express written permission.**

GENERAL

- 17.1 This Sub-Licence and its Schedules constitute the entire agreement between the parties relating to the Licensed Work 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.
- 17.2 The Schedules shall have the same force and effect as if expressly set in the body of this Sub-Licence and any reference to this Sub-Licence shall include the Schedules.
- 17.3 The invalidity or unenforceability of any provision of this Sub-Licence shall not affect the continuation in force of the remainder of this Sub-Licence.
- 17.4 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.

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

SIGNED by: _____

Position: (Signature)

for and on behalf of

WITNESSED by: _____

Position: (Signature)

Address:

SIGNED by: _____

Position: (Signature)

for and on behalf of
THE BRITISH UNIVERSITIES FILM AND VIDEO COUNCIL (BUFVC)

WITNESSED by: _____

Position: (Signature)

Address:

CONTACT DETAILS:

Institution:

Licensing contact (normally the first signatory)

Name:

Position:

Telephone:

E-mail address:

Technical/Authentication contact (to supply BUFVC with any details that may be required):

Name:

Position:

Telephone:

E-mail address:

Authentication Information

Which authentication process do you use (e.g. Athens/Shibboleth)?

Please provide the current IdP for your institution (and also the Institution number if using Athens):