

Scopus

COPYRIGHT

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AGREEMENT

BETWEEN

Scopus

(1) COMPANY

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ered office is at

(2) COMPANY

at [ ] (“t

[www.Scopus.co.uk](http://www.Scopus.co.uk)

tered office is

RECITALS

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(A) The Licensee

this agreement

(as defined in

(B) It has been

licence to use

defined in

[www.Scopus.co.uk](http://www.Scopus.co.uk)

a non-exclusive  
s respectively

IT IS AGREED

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1. Definitions

1.1 In this agreement

expressions shall

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following

“ the Author means

“Calendar Quarter

September and

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0 June, 30

“ the Royalty” means

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Licensee in

accordance with

“the Territory” means

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“ the Works” means

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and vice versa

and references

e a reference to

either gender.

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[www.Scopus.co.uk](http://www.Scopus.co.uk)

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1.3 References

ules of this

agreement.

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2. Grant of Lic

2.1 The Licensee shall have the right to use the copyright in the

ence to use the

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2.2 The Licensee shall have the right to promote and extend the use of the Works in the Territory.

s to promote  
ts in the

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2.3 The Licensee shall have the right to use the copyright notice specified by the Licensor

with a  
t notice as is

[www.Scopus.co.uk](http://www.Scopus.co.uk)

2.4 The Author

of the Works.

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3. Royalty

3.1 The Licensee

in Schedule 2.

3.2 Following the Licensee shall submit to the Licensor a copy of the products and services provided in each Calendar Quarter together with a VAT invoice and

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Licensee shall  
s of the  
preceding  
shall issue a  
days.

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3.3 All Royalties shall be paid to the Licensee without deduction of any taxes or other charges required by competition law. The Licensee shall submit to the Licensor the necessary documentation as the Licensor may reasonably require. The Licensor shall be responsible for the Licensor's own

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gross , that is  
of Royalty be  
tion, then the  
documentation  
against the

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3.4 The Licensee shall be responsible for ensuring normal business hours operation and for the accuracy of the information provided pursuant to Clause 3.2.

uring normal  
to check the  
rsuant to

[www.Scopus.co.uk](http://www.Scopus.co.uk)

4. Warranties

4.1 The Licensee warrants that the Works are original and that the Licensor has the right to grant the License

and subsisting  
orks.

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4.3 The Licensee shall be responsible for all claims, costs, damages and expenses relating to products liability

and against all products and shall remain in force a

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5. Infringement

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5.1 The Licensee shall be responsible for all reasonable assistance to commence proceedings against the Licensor.

potential shall render all shall be entitled to with the consent of the

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5.2 The Licensee shall be responsible for the use of the copy of the Licensee shall not be held liable for any written consent

claim that the rights of any but the the prior

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6. Term and Termination

6.1 This agreement shall continue thereafter until terminated by either Party giving the other Party written notice of termination on the anniversary of the date of execution of this agreement.

and shall the other Party after the first

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6.2 Either Party may terminate this agreement if the other Party:

terminate if the

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commits a material breach of this agreement after a written notice of termination has been given to it.

and one month

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if the other has failed to remedy the breach within the period specified in the notice or if the breach is otherwise unremediable.

er appointed up or is

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7. Notices

Any notice which is required to be given in writing and shall be deemed to have been given if it is delivered by hand, by facsimile, by email or by prepaid registered mail or prepaid certified mail or if it is otherwise notified from time to time.

ement shall be Party giving it. facsimile, e-mail or by prepaid registered mail or by prepaid certified mail or if it is otherwise notified from time to time. Party as

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8. No Partnership

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Nothing in this agreement shall be construed to create a partnership or agency between the Parties.

partnership or agency

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9. Assignment

Neither Party may assign its rights or obligations under this agreement without the written consent of the other Party.

without the prior

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10. Further Assurance

Both Parties shall execute all such documents, acts and things as may be necessary to give effect to the provisions of this agreement.

documents, by the

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11. General

This agreement covers the entire subject matter of the arrangement between the Parties.

in relation to the subject matter relating to the arrangement between the Parties.

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12. Law and Jurisdiction

This agreement shall be governed by English law and the Parties submit to the jurisdiction of the English Courts.

English law and the Parties submit to the jurisdiction of the English Courts.

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AS WITNESS the

Parties

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