

# Terms of Licence Agreement for online access to Editorial Content

between  
FrancoAngeli srl  
and

..... Licensee

## 1) Definitions

For the purposes of this agreement the following expressions shall have the following meanings:

- 1.1) 'Publisher' or 'Licensor': shall mean FrancoAngeli srl
- 1.2) 'Contractor' or 'Licensee': shall mean any person or body (Library, Archives, Institute of Education, Research Centre, Public Institution, Institution of Public Administration, associations, trade unions, foundations, companies etc..) - not to be considered as a "consumer" pertaining to 'Art 1 Leg. 70/03 - which, after making the Order, the Licensor will grant licence to access Editorial Content, in line with the terms and conditions of the contract.
- 1.3) 'Authorized Users': shall mean the Licensee's permanent members (employees, teachers, students) authorized to access the editorial content through the local secure network IP on the site or sites of the Contractor (or possibly via remote authorization procedures established and agreed security) and temporary users (those entitled to use the editorial content exclusively within the structures of the Contractor, through the local secure network IP and on the site(s) agreed to and signed for by the Licensee).
- 1.4) 'Publications': shall mean magazines and articles in general, of which the publisher (or Licensor) owns exclusive publishing rights.
- 1.5) 'Editorial Content': shall mean the electronic version of periodical publications of which the publisher is the owner of publishing rights, with regards to the latest publishing year and the back issues for which the licence shall be granted and signed subject to the conditions covered by this contract.
- 1.6) 'Subscription Period': shall mean the yearly period commencing 15 days after the notification of the received payment for the licence (regardless of the actual date of printing of publications).
- 1.7) 'Back Issues': shall mean the previous years of back issues of periodical publications (regardless of the actual date of printing of publications) of which the publisher is the owner of publishing rights and for which an electronic version is made available on the web site of the publisher.
- 1.8) 'Proposal' (for Online Access): shall mean a document (even electronic only) sent from the Licensee to the Licensor, where the proposal of the licensee to obtain licences for access to specific Editorial Content is outlined.
- 1.9) 'Secure network': shall mean a local network consisting of computers connected to each other within a defined physical area and accessible to authorized users only permanently or on a temporary basis.
- 1.10) Static I.P. (Internet Protocol): shall mean the number that distinguishes each computer or computer network within a protected network.
- 1.11) 'Server': shall mean a computer dedicated to managing a local network or containing files of a website.
- 1.11) Site or sites: shall mean places where Authorized Users carry out their research and study, by accessing the protected network.
- 1.13) 'Commercial Use': shall mean any use of editorial content carried out by the Licensee (or by authorized users or any other party with access to the protected network) involving the sale, loan, lease, grant of use to others and generally any form exploiting the economic and Editorial Content for any purpose inconsistent with the purposes of this contract. In particular it is forbidden to make available online outside the local network protected sites of the undersigned, in any form and/or request reproduction in whole or in part for editorial content in competition with the Publisher's activities.

## 2) Grant of Licence, Usage Rights and Limitations on Use

- 2.1) The Licensor grants to the Licensee - having its own separate network protected by a special static IP - a non-exclusive licence, subject to subscription, which grants access to the Editorial Content - inclusive of the latest publishing years and the available Back Issues - through the internet.
- 2.2) The licence grants access for personal use and study by the Licensee and Authorized Users in accordance with the conditions specified below.
- 2.3) It is forbidden for the Licensee to sub-license and otherwise transfer to third parties - who are not Authorized Users - services covered by the licence as stipulated in this contract.

## 3) Contract Approval and Acceptance

3.1) The Agreement will take place when the licence application proposal by the licensee has been received and approved by the Licensor. Acceptance by the Licensor will be forwarded to the licensee and may even be done so by fax.

3.2) The application for subscription must be made by the licensee using the form "Proposal for online access to Editorial Content," with explicit and unconditional reference to the General Terms and Conditions of Contract, whereupon the Licensor shall accept the licensee for membership.

In particular by signing the proposal, the Licensor declares it is fully aware of and accepts and specifically approves of the meaning and effects of Art. 1341 d.c. and the following Articles 2.3) Prohibition of sublicense, 3.2) Acceptance for membership of the General Terms and Conditions, including ex art.; D.c. 1341, 3.4) Waiver of obligations under Articles. 12, paragraph 1 and 13, paragraph 2 of legislative decree no. 70/03, 4.3) Obligation not to change the IP, 6) Obligations of the Licensee, 7) Obligations of the Licensor, 8) Exemption from liability, 10) Duration and renewal, 11) Prohibition to supply contract; 12) Termination expressly for the right of withdrawal, 13) Consequences of termination and withdrawal, 16) Jurisdiction.

3.3) The contract will be completed and effective from the date of registration and certification of the Licensee via the website as Editorial Content is published.

3.4) The parties expressly agree to waive the report concerned with obligations under Articles.12, paragraph 1 and 13, paragraph 2 of the Decree. 70/03, not being the Contractor "consumer" under Article. 2, paragraph 1, lett.e) of the Legislative Decree no. 70/03.

#### **4) Rules on Implementation**

4.1) Editorial Content can be hosted on sites of the publishers, or on servers owned by third party service- providers with whom the publisher has signed appropriate agreements.

4.2) For such content, the Licensee will have access through authentication of its Internet Protocol (IP) number as stipulated at the time of registration.

The IP number of the Licensee must be static and must be maintained throughout the effective period of the contract.

This IP number must refer to a single computer, or to the local network to the Licensee, working in the specific agreed site(s).

4.3) The Licensee agrees not to alter the nature and characteristics of the IP for the duration of this contract without specific written agreement from the Publisher.

4.4) The Licensor, within thirty days from payment of fees under Article. 9.1, shall provide the Licensee with all the necessary information to allow access to the licensed Editorial Content.

4.5) The licence covered by this contract allows the Licensee and authorized users access to Editorial Content for which the licence has been signed in the manner as set out in the preceding clauses, designed to access:

- research and display of Editorial Content;
- construction of temporary electronic copies of editorial content to an extent strictly necessary to ensure efficient use by Authorised Users;
- integration of editorial content with local systems and information infrastructure;
- making copies printed for personal use only (study and research) and non-commercial individual items.

4.6) When the licence expires and in the case of the Licensee failing to renew it, the Licensee may, upon request, be granted continued access to licensed Editorial Content on payment of an annual fee, based on the maintenance costs of the service.

The actual amount of such a fee shall be communicated to the Licensee by the Publisher when the latter forwards its request.

#### **5) Subscription Rates**

5.1) The Licensee agrees to pay the Publisher the fees in the current list - set out in Appendix 1 and Appendix 2 - for a licence to access and use each Editorial Content in accordance with the terms of art. 9)

The fees listed in Appendix 1 refer to the electronic version of the first year of subscription for each publication.

#### **6) Responsibilities of the Licensee**

6.1) The Licensee, in compliance with existing laws, and in particular with that of L. 633/941, as amended by Legislative Decree 68/03, undertakes to make use of Editorial Content exclusively for the purposes as laid down in this contract.

In particular the Licensee undertakes:

- a) not to make copies on any media - whether digital, electronic or paper - if not in the manner permitted by law and in the contract;
- b) not to make permanent electronic copies;

- c) not to modify and/or use editorial content for inclusion in current miscellaneous derivative works, composite or complex (in any way on any medium and for any purpose, including the establishment of training courses) without prior express written permission from the Publisher (the Licensor)
- d) not to remove and/or alter in any way the names of the authors, the particulars relating to the copyright of the producer, and any other identifying information that exists in the Editorial Content;
- e) not to transmit via any media (print and/or digital) or by any means (mail, fax, email or otherwise) to third party users - even to authorized users - outside the site(s), Editorial Content and /or a part thereof,
- f) to take all necessary, reasonable precautions to ensure that only users specifically authorized have access to of Editorial Content.
- g) to use all necessary precautions to ensure that Authorized Users are appropriately informed of the terms and conditions of license (obtaining their consent);
- h) to take all necessary and reasonable precautions to monitor any illegal use of Editorial Content, doing everything in its power, including appropriate disciplinary action to ensure the cessation of any unlawful activity and prevent its recurrence.

## **7) Responsibilities of the Licensor**

7.1) The Publisher warrants that it is the sole owner of intellectual property and copyright of Editorial Content, having acquired the authors' rights for use of their material and in particular the reproduction and distribution through any media or by any means, including electronic.

It requires, therefore, to indemnify and hold harmless the Licensor from any claims of third parties which point to possible violations of copyright, in relation to Editorial Content, of which the Licensee may make legitimate use under the terms of this contract.

7.2) The Licensor agrees to make available to the Licensee Editorial Content covered by the license, to its server or servers of third parties in agreed formats together with the publication of the same printing.

7.3) The Publisher reserves the right to withdraw at any time Editorial Content or parts of the licensed publications in respect of which it no longer holds the publishing rights or in the case of being seriously afraid of infringing copyright.

If the parts withdrawn represent more than 10% of the publication then the Publisher agrees to reimburse the Licensee accordingly.

7.4) The Publisher undertakes to ensure that the tools used, either owned directly or owned by third party service providers, ensure that the Server has sufficient capacity and rate of connectivity to provide the Licensee with a quality of service consistent with current standards in the World Wide Web on-line information provision industry and that its services are of high technological level, that is always up-to- date and in good working condition.

The Licensor also commits to ensure that the Licensee has access to Editorial Content round the clock unless suspended for maintenance, or interruption for failure and/or force majeure.

In such cases of suspension and /or break the Licensor will ensure that the Licensee have access to Editorial Content as soon as possible.

## **8) Disclaimer**

8.1) The Licensee expressly exempts the publisher from all liability, not dependent on fault or gross negligence of the part of the publisher itself, resulting - even by third parties - in the use of Editorial Content in any form or by any means.

8.2) The Publisher offers no guarantee that the Editorial Content are appropriate for any use, to be accessible via any operating system without causing any errors or interruptions of service.

The Licensee, therefore, releases the publisher from all liability for damages - not caused by willful misconduct or gross negligence - arising from loss and/or lost earnings, data loss, loss of programs and any other damage of any kind the Licensee and authorised users may incur from use or non-use of Editorial Content.

8.3) In case of using third-party servers, the Publisher will not be liable for any damages arising from mismanagement and/or malfunction by the Licensee of those services which do not depend on intent or gross negligence of the publisher thereof.

## **9) Payment of subscription fees - Interest payments**

9.1) The Licensor will issue an invoice for the fee owed for each licence, to the extent provided in the preceding article. 5.1), and send it by mail to the Licensee.

The Licensee agrees to pay within 30 days of each invoice, by bank transfer into the current account made payable to FrancoAngeli srl.

9.2) In case of delayed payment, subject to the right to invoke the termination clause of Article.11) The Licensee will be obliged to pay interest on arrears to the Licensor in the manner and extent provided for by legislative decree. 231/02.

## **10) Duration and Renewal**

10.1) This contract lasts one year with effect from the date of the received payment for the licence (regardless of the actual date of printing of publications). Access to the editorial content of the latest subscription will be allowed up to 120 days after the expiry of the licence.

10.2) This contract will be tacitly renewed from year to year, always from the year of publication of the Content and licensed under the same conditions, if any Party does not notify the other cancellation by registered post which must be sent within 60 days of expiry of the licence, as provided above.

#### **11) No Assignment of contract**

11.1) This agreement shall be construed as being exclusively between the two signed parties only and may not be transferred to third parties for any reason without written agreement between the Parties.

11.2) Upon surrender of a third party company, or its branch managers in charge of activities under the contract, or to change the social structure of a party, the other Party shall have the right to terminate this contract through a simple communication by fax, confirmed by registered letter with 15 days notice.

11.3) For the purposes of this Article, the Parties expressly agree that such third parties are defined as companies controlled by parties and/or related to them, or the parent company under Article. 2359 d.c.

#### **12) Express Termination Clause- Return Policy**

12.1) This agreement will terminate automatically, in conformity with the purposes of Art. 1456 cc in case of default by the Licensee, even partial and in the case of even one of the following prohibitions and obligations:

2.3) Object of the contract - Prohibition of sub-licensing

4.3) Rules of implementation - Commitment not to change the nature and characteristics of the IP

6) Obligations of the Licensee

9) Payment of fees

The Publisher may make use of this termination clause, non-compliance 15 days from sending a fax to the Licensee of notice, confirmed by registered letter notifying the Licensor by facsimile and confirmed by registered post.

12.2) Either party may terminate this contract, by means of simple written communication by fax, confirmed by registered letter, if the other party finds itself in a state of insolvency, or subject to bankruptcy or other insolvency proceedings, or is put into liquidation.

#### **13) Consequences of termination and withdrawal**

13.1) Upon termination of this contract, or withdrawal of same, the Licensee will be required to immediately cease the use of all of Editorial Content.

13.2) The licensee will provide the balance of any sum due to the publisher within 30 ( thirty) days after termination or withdrawal, regardless of the terms previously agreed with the sole exception of receivership and/or bankruptcy proceedings.

#### **14) Appendices**

14.1) Appendix 1 is an integral part of this contract.

#### **15) Applicable Law**

15.1) For matters not expressly provided under this contract, Italian law will apply.

#### **16) Jurisdiction**

16.1) For any dispute concerning the existence, validity, execution, interpretation, and termination of this contract, the parties recognize the sole and exclusive jurisdiction of the Court of Milan.

Milan , dated

FrancoAngeli srl.

The Licensee

# FrancoAngeli: subscription fees for journals 2022

For Universities please see [www.francoangeli.it](http://www.francoangeli.it) *Online Services for Universities* or info: [riviste@francoangeli.it](mailto:riviste@francoangeli.it)

Journal	Issn	Area	Institution: online only € excluding VAT
Agricoltura istituzioni mercati	1828-194X	<b>Business and Economics a</b>	109,00
Contabilità e cultura aziendale	1721-5242		95,00
Economia e società regionale	1827-2479		95,00
Economia pubblica	0390-6140		148,50
Economics and Policy of Energy and the Environment	2280-7659		176,00
Financial Reporting	2036-671X		252,50
History of Economic Thought and Policy	2240-9971		138,00
Management Control	2239-0391		113,50
Prisma	0393-9049		88,00
Quaderni di economia del lavoro	0390-105X		91,00
Rivista di studi sulla sostenibilità	2239-1959		86,00
Project manager (II)	2037-7363	<b>Management</b>	95,50
Educazione sentimentale	2037-7355	<b>Psychology</b>	68,00
Interazioni	1721-0143		68,50
Ipnosi	1971-0461		45,00
Maltrattamento e abuso dell'infanzia	1591-4267		86,00
Pnei Review	2532-6147		62,00
Psicoanalisi	1971-0364		79,50
Psicobiettivo	0392-2952		102,50
Psicologia della salute	1721-0321		88,50
Psicologia di comunità	1827-5249		77,00
Psicoterapia e scienze umane	0394-2864		108,00
Psicoterapia psicoanalitica	1721-0135		75,00
Quaderni di Gestalt	1121-0737		80,00
Ricerca di senso ( <i>NEW</i> )			54,00
Rivista di psicoterapia relazionale	1825-5442		52,50
Rivista sperimentale di freniatria	1129-6437		97,00
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Terapia familiare	0391-2668		87,50
Mondi Migranti	1972-4888	<b>Sociology</b>	96,50
RIV Rassegna italiana di valutazione	1826-0713		92,50
Salute e società	1723-9427		116,50
Sicurezza e scienze sociali	2283-8740		113,50
Sociologia del diritto	0390-0851		97,00
Sociologia della comunicazione	1121-1733		81,00
Sociologia del lavoro	0392-5048		134,00
Sociologia e ricerca sociale	1121-1148		126,50
Sociologia urbana e rurale	0392-4939		96,00
Studi organizzativi	0391-8769		93,00
Welfare e ergonomia	2421-3691		63,00
Archivio di studi urbani e regionali	0004-0177	<b>Regional Studies</b>	117,00
Crios	2279-8986		79,50
Storia urbana	0391-2248		125,00
Territorio	1825-8689		91,00
Cittadinanza europea (La)	2039-2788	<b>Politics, Law</b>	88,50
Democrazia e diritto	0416-9565		170,00
Diritto costituzionale			93,00
Giornale di diritto del lavoro	1720-4321		144,00
Minori giustizia	1121-2845		112,50

Rivista italiana di diritto del turismo	2039-9022		220,00
Cadmo	1122-5165	<b>Educational Studies</b>	60,00
Archivio storico per la Sicilia orientale	1122-6838	<b>History</b>	72,00
Cheiron	1127-8951		87,00
<i>Impresa e storia (NEW)</i>			66,50
Italia contemporanea	0392-1077		126,50
Mondo contemporaneo	1825-8905		102,50
Passato e presente	1120-0650		80,50
Risorgimento (II)	0035-5607		61,50
Società e storia	0391-6987		127,50
Storia e problemi contemporanei	1120-4206		79,50
Storia in Lombardia	1828-2008		109,50
Ventesimo secolo	1594-3755		74,00
Rivista di storia della filosofia	0393-2516	<b>Philosophy</b>	117,00
Società degli individui (La)	1590-7031		95,50

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- Mecosan
- For

## Appendix 2

### **Additional costs for the activation of two or more IP (Internet Protocol)**

All licences require activation for a single static IP. Having more than one static IP (or range of contiguous IP) for each licence, you can request more activations. In this case we will apply an added cost of € 5,00 (excluding Vat) for every further IP (or range of contiguous IP) activated.

The fee will be requested only *una tantum* : for the first activation (or in case of variations). It will not be requested for the successive renewals of the licence.

For further information please contact: [riviste@francoangeli.it](mailto:riviste@francoangeli.it)