

**Chest Order Form effective 8 December 2018 for Elsevier Compendex and Ei Backfile.**

Please send the completed form to [help@chest.ac.uk](mailto:help@chest.ac.uk) together with your corresponding purchase order, which must be made out to Eduserv.

**1. Licensee details.** Institution name:.....

Postal address for invoice:.....

Email address to where invoice may be sent:.....

**2. Admin, finance and technical contacts for Licensee:**

	Admin Contact	Finance Contact
Name:		
Position:		
Dept:		
Phone:		
Email:		
	Main Technical Contact	Deputy Technical Contact
Name:		
Position:		
Dept:		
Phone:		
Email:		

**3. Licensor, support and Licensed Material details.** Licensor: Elsevier BV, of Radarweg 29, 1043 NX Amsterdam, The Netherlands. **Support:** fax, email and telephone support will be provided by the Licensor during the hours of 8.00 am to 6.00 pm US Eastern Standard Time. Replies to queries will normally be answered within one working day, but this will depend on the timing of the initial enquiry in the working day and the complexity of the reported issue. **The Licensed Materials offered are the Compendex® Database and the Engineering Index Backfile.**

**4. Please state your requested Licence Commencement Date:** the first day of (state month and year).....  
Allow five working days from receipt of this Order Form by Eduserv.

**5. Licence term.** The initial Licence term is, for new Licences, from the Licence Commencement Date shown above to the following 7 December, and for renewals, from 8 December 2018 to 7 December 2019. The whole Licence term is until 7 December 2021 or 2023 depending on whether a three or five-year subscription term is chosen, or until 7 December of the relevant year if the annual subscription option is taken. Eduserv will invoice Licensee on receipt of this Order Form. If applicable, for the subsequent years of a full Licence term, Eduserv will invoice Licensee three months in advance of the start of a term commencing 8 December on or around the preceding 8 September. Be aware that this means you may have to pay two Fees in the same financial year.

**6. Fees.** The tables below (6.1 - 6.3) show the annual Fees payable by Licensee for Orders for the Compendex® Database (time-limited subscription Licence). Please tick the relevant box in the grid at 6.6 below to indicate if you wish to take an annual (6.1 below), three-year (6.2 below) or five-year (6.3 below) subscription.

**6.1 Annual subscription.** Annual payments. Annual Licence renews automatically unless cancelled by providing notice on or before 8 September prior to the following 8 December. Pricing shown is for the licence year 8 December to 7 December:

2018/19	2019/20	2020/21	2021/22	2022/23
12,008	12,368	12,739	13,121	13,515

**6.2 Three-year subscription with annual payments.** No annual opt out. Licensee is committed until 8 December 2021. Pricing shown is for the licence year 8 December to 7 December. Pricing for 2021/22 and 2022/23 is for Licensees who having taken this three-year option wish to continue to subscribe on an annual basis after 8 December 2021. The three-year Licence for 2018/21 renews automatically for 2021/22 and 2022/23 unless cancelled by providing notice on or before 8 September 2021 or 8 September 2022:

2018/19	2019/20	2020/21	2021/22	2022/23
11,287	11,625	11,974	12,333	12,703

**6.3 Five-year subscription with annual payments.** No annual opt out. Licensee is committed until 8 December 2023. Pricing shown is for the licence year 8 December to 7 December:

2018/19	2019/20	2020/21	2021/22	2022/23
10,382	10,694	11,015	11,345	11,685

**6.4** Monthly prorata charging applies where a Licensee becomes licensed partway through a licence year (8 December to the following 7 December).

**6.5** New Licensees, not previously licensed, may choose to subscribe through a three or five-year commitment at the pricing shown at 6.2 and 6.3 above if a subscription is purchased which commences between 8 December 2018 and 8 November 2019. Any new Licensee, not previously licensed, purchasing a subscription commencing 8 December 2019 or thereafter shall pay the annual subscription pricing shown at 6.1 above.

**6.6** Please tick the relevant box in the grid below to indicate if you wish to take an annual, three-year or five-year subscription:

Annual subscription:	
Three-year subscription:	
Five-year subscription:	

**Eduserv (Limited by Guarantee). Registered in England and Wales No 3763109.**

**Registered Charity No 1079456. "Chest" is a brand name of Eduserv.**

**Registered Office: 4 Portwall Lane, Bristol, BS1 6NB.**

**7. Fee for Engineering Index Backfile (perpetual Licence purchase).** Single Fee is 9,532. Prorating does not apply. The Fee includes access for as long as the Licensee maintains a current subscription to Ei Village. If a Licensee cancels their subscription to Ei Village then an annual access charge of 1,695 will be payable direct to the Licensor. Eduserv shall have no involvement in nor any responsibility for the levying of access charges.

<b>Tick to purchase Engineering Index Backfile:</b>	
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**8. Purchase order number (show PO number if PO is not attached or state "purchase orders not required"):**

.....  
 Please ensure the PO covers all Fees and VAT and is made out to "Eduserv". If your institution has a "no PO, no pay" policy, please ensure that you provide valid POs to Eduserv Chest to cover subsequent Licence terms commencing 8 December by no later than the preceding 8 September, when our invoices are scheduled to be raised. Eduserv understands POs are an important part of Licensee payment processing. All terms contained on a PO are expressly rejected and do not form part of the Licence or vary the Licence terms in any way.

**9.** The Fee for early termination in accordance with clause 10.4 of the Terms and Conditions for the Standard Chest Licence for Online Resources is nil. Please note that clause 10.4 of the Terms and Conditions for the Standard Chest Licence for Online Resources is amended so that ninety and not sixty days' prior written notice must be given to terminate this Licence Agreement.

**10. The Fee for retention rights upon termination** in accordance with clause 10.5 of the Terms and Conditions for the Standard Chest Licence for Online Resources is nil.

**11. Alumni use is not allowed under the standard Licence and is not included in the Fee**

**12. Amendments to the Terms and Conditions for the Standard Chest Licence for Online Resources:**

**Clause 2.2(m)** is deleted. Inter-library loan is not allowed.

**Clause 10.4:** see 9 above.

**13. Access method.** Please state details:

Enter details for OpenAthens Federation (OAFed) <b>or</b> UK Access Management Federation (UKFed). Tick the relevant box below to indicate which you are entering details for:			
OAFed:		UKFed:	
Entity ID		Scope	
IP address range:			
Tick here if you require access by Username/Password:			
EZproxy (state IP address of proxy server(s)):			

**14. GDPR. Licensor and Licensee agree the following:**

- 14.1 Each will comply with GDPR which means the General Data Protection Regulation (EU 2016/679) and any legislation or regulation which amends or replaces it. Performance of this Licence Agreement requires each party to process contact details for the other party's personnel. Each party is the controller of the Personal Data (as defined by GDPR) relating to its own personnel and both are processors of Personal Data relating to the other party's personnel. Therefore, each party will:
  - 14.2 only use such Personal Data for the purposes of this Licence Agreement;
  - 14.3 take appropriate measures to ensure the security of the Personal Data that they process;
  - 14.4 ensure that its personnel who process Personal Data are subject to a duty of confidence;
  - 14.5 ensure that no third-party processes any Personal Data received from the other party except in accordance with GDPR requirements and with the consent of the other party;
  - 14.6 cooperate with the other party with their rights and obligations as data controllers, including assistance with: obligations in connection with subject access requests and other data subject rights under GDPR; controller's responsibilities concerning the security of processing, data breaches and data protection impact assessments; and reporting, inspection and audit requirements;
  - 14.7 notify the other party:
    - (a) immediately if they believe any instructions or requirements of the other party would infringe GDPR;
    - (b) immediately they believe a GDPR breach has occurred or is likely to occur under this Licence Agreement;
    - (c) within twenty-four (24) hours of receiving any subject access request from the other party's personnel relating to Personal Data under this Licence Agreement;
  - 14.8 only retain Personal Data after the end of this Licence Agreement if there is a statutory basis to do so or as specified in its own published privacy policy, provided such privacy policy complies with GDPR requirements. Each party will also delete Personal Data upon request of the other party unless there is a statutory basis to retain it or some other lawful reason, independent of this Licence Agreement, allows the party to retain the Personal Data.

**15. Notes:** all quoted Fees are in UK Pounds (£s). All prices exclude VAT which shall apply at the appropriate rate. Payments are due within thirty days of invoice date. Recipients of late payments are entitled to interest in accordance with UK statutory provisions.

**16. Important legal notice. Please read carefully before submitting this Chest Order Form.** This Chest Order Form together with the Terms and Conditions for the Standard Chest Licence for Online Resources, create a legally binding contract between your institution, organisation or company and the Licensor. Therefore please read the terms and conditions carefully and only submit a Chest Order Form if its terms and conditions are acceptable to your institution, organisation or company and you have the authority to make the financial commitment shown above.

**Printed Name** ..... **Signature**.....

**Title**..... **Date** .....