

# **Agreement Overview**



## ESDU

#### IHS

#### Available to purchase until 31/10/2025

ESDU validated engineering data: affordable site licences for methods, best practices, data and software tools. ESDU helps students and researchers to explore and optimise their design iterations and validate their final designs quickly and easily. It is relevant to a wide range of engineering disciplines, including mechanical, aerospace, structural and chemical.

# **Key Facts**

#### **Benefits**

- Discount of up to 96% compared to commercial pricing
- Continues to offer a one year option
- Preferential rates for renewing institutions

#### Important dates

Agreement start date: 1 November 2022

Agreement end date: 31 October 2025

Invoice date: 1 August

#### VAT

Standard rate VAT

#### Licence Type

Site licence

#### **Commitment Period**

Institutions may purchase one-year licences, to 31 October annually which will automatically renew unless licensee gives notice to terminate on or before the preceding 31 July.

A three year licence may also be purchased, ending on 31 October 2025.

#### **Eligible Institutions**

Higher and Further Education and Research Councils in the United Kingdom, and to Universities and Colleges of Further Education in the Republic of Ireland.

Other organisations aligned with Jisc's charitable objectives of supporting education, research bodies and the public sector may ask to participate in the Agreement. Chest will liaise with the Supplier about any such requests.

#### **Background Information**

# **Product Information**

#### **Supplier Details**

Service Provider: IHS Global Ltd (registered in England and Wales: company number 788737), Willoughby Road, Bracknell, Berkshire, RG12 8FB.

#### **Product Description**

ESDU Validated Engineering Data comprises: The ESDU Series:

- Aerodynamics
- Aircraft Noise
- Composites
- Dynamics
- Fatigue Endurance Data
- Fatigue Fracture Mechanics
- Fluid Mechanics, Internal Flow
- Fluid Mechanics, Internal Flow (Aerospace)
- Heat Transfer
- Mechanisms
- Performance
- Physical Data, Chemical Engineering
- Stress and Strength
- Structures
- Transonic Aerodynamics
- Tribology
- Vibration and Acoustic Fatigue
- Wind Engineering

#### Access and Identity Management Solution

Solution	Availability
OpenAthens	No
IP Address range	Yes
Shibboleth	No
Username / Password	Yes

#### **Technical Function Specification**

Technical Function	Standard	Compliance
Full text linking	OpenURL	No
Federated searching	Z39.50 protocol	No
Harvesting	SRW/SRU	No
	ОАІ-РМН	No

	RSS or Atom	No
Metadata standards	Dublin Core	No
	MARC	No
	PRISM	No
Months embargo period		N/A
Digital preservation	Lockss	No
	Clockss	No
	Portico	No
Usage statistics	COUNTER	No
	SUSHI	No
Accessibility	Web Content Accessibility Guidelines	No
Personalisation features		No
Service levels		No

### Updates

New content is added on an ad hoc basis - there is no regular published schedule.

#### Alterations/Additions

All additions and new functionality will be incorporated at no additional charge.

# Service and Support

#### Trials

For a 60 day free trial of this service, exclusive to the Chest Agreement, please click here Free Trial of IHS ESDU

#### Login information

Supplier: IHS Website

#### **Technical Support**

Support will be provided by IHS via a single contact or his/her deputy at each Institution. Contact details:

- email: customercare@ihsmarkit.com
- phone: 01344 328 300

Licensees may reasonably expect queries to be answered within one working day.

#### **Product Documentation**

Product Documentation is provided online and can be copied.

### Training and Training Materials

Making copies of training materials for teaching purposes is permitted.

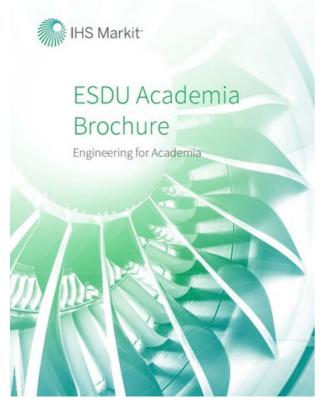
Download the poster to promote the ESDU Toolbox Apps for engineering calculations to your students.

Help students learn to use ESDU using the quizzes on;

- Aerodynamics
- Aircraft Noise
- Internal flow
- Performance
- Transonics

## Useful resources

Latest IHS ESDU Catalogue - ESDU provides validated engineering design data, methods, and software. ESDU's wide range of industrystandard design tools are presented in over 1500 design guides with supporting software. Click on the below to see the brochure



**ESDU Customer Testimonials** - many major universities worldwide use ESDU data and software in teaching and graduate and postgraduate research projects. Click on the title to find out how you can use ESDU to equip your students with the latest tools and knowledge that industry demands.

# **Terms and Conditions**

Licensor: IHS Global Ltd (registered in England and Wales: company number 788737), Willoughby Road, Bracknell, Berkshire, RG12 8FB.

The Chest Order, together with the Licence Terms and Conditions, and any exceptions listed below, 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 if its terms and conditions are acceptable to your institution, organisation or company and you have the authority to make the financial commitment shown.

#### Licence

This Site licence is subject to the terms and conditions for the Standard Chest Licence for Online Resources.

There are changes and exceptions to these Terms and Conditions that are given at the bottom of the page.

#### **Payment Terms**

On receipt of a completed Order Form Institutions will be invoiced for the Licence year in which the Licence is signed.

In subsequent years, Institutions will be invoiced three months in advance of the anniversary date of the Licence, on 1 August.

There is monthly pro-rata charging for Institutions which become licensed partway through a licence year.

Chest is an Enterprise of Jisc. All Purchase orders must be made out to Jisc, 4 Portwall Lane, Bristol, BS1 6NB to cover all charges plus VAT.

All terms contained in a PO are expressly rejected and do not form part of the Licence or vary the Licence terms in any way.

Payments are due within thirty days of invoice date; recipients of late payments are entitled to interest in accordance with *UK statutory provisions*.

#### What are institutions and library services allowed to do?

Keep a local cached copy for Educational Purposes	Yes
Incorporation of parts of the Licensed Material	Yes
Deposit learning and teaching objects in repositories	Yes
Interlibrary loan	No

Who can use the resource?

User	On site	Remote access
Students	Yes	Yes
Staff	Yes	Yes
Walk-in users	No	No
Alumni members	No	No

What can authorised users do?

The resources can be used for Educational Purposes – defined as:

- education
- teaching
- distance learning
- private study
- academic research
- administration and management of the Licensee's educational or research operations

Exclusions:

• The resources **may not** be used for anything other than Educational Purposes unless the Licence Extension for Commercial Projects has been bought; this allows use for the restricted "Commercial Projects" defined – see Annex B of the Licence (Licence Extension for

Commercial Projects)

• Downloading of large amounts of material by authorised users that might be considered 'systematic'.

#### **Termination Clauses**

Subject to any Fee shown on the Website, the Licensee may retain an electronic copy of the Licensed Material in its archives for reference only. Copies of parts of the Licensed Material already made and/or used by the Licensee or Authorised Users in accordance with clause 2.2 may be retained and used in accordance with the terms of this Licence Agreement – see Licence Term 10.5

There is no right to retain material produced during the term of the agreement.

Licensees exercising the option to terminate a Licence early on 31 October must notify Chest and the Licensor of their intention to do so by no later than 31 July prior.

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**.

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**.

#### **Personal Licences**

Personal licences are not available.

#### Exceptions to the Terms and Conditions

Changes to the Terms and Conditions for the Standard Chest Licence for Online Resources.

**Definitions - definitions 1.1(a)(iii) and 1.1(a)(iv)** are deleted. Walk-in Users and Alumni Users are therefore excluded from the definition of "Authorised Users" and may not access the Licensed Materials.

**Definitions - definition 1.1(j)** is amended, and now reads: "Secure Access" (means) access through a network controlled by SAML (Security Assertion Mark-up Language) technology-based authentication, IP ranges or by another means of authentication set out in the Specification.

Licence Grant - term 2.2(g) is deleted.

Licence Grant - term 2.2(k) is amended and now reads: deposit in perpetuity for archival purposes only the learning and teaching objects referred to in clause 2.2 (j) in repositories operated by the Licensee through Secure Access and/or in centrally controlled repositories such as the JORUM Repository established by UK funding authorities provided that such learning and teaching objects shall remain subject to the terms of this Licence Agreement and shall not be commercially exploited and Licensee continues to have a current Licence to the underlying Licensed Material.

Licence Grant - term 2.2(I) is amended and now reads: use the Licensed Material metadata in systems to manage library operations.

Licence Grant - term 2.2(m) is deleted.

**Restrictions - term 3.1(a)** is amended and now reads: (the Licensee and Authorised Users may not) sell, resell, lease, sublicense, rent or hire, loan, transfer, or substantially or systematically reproduce, retain or redistribute the Licensed Material.

Licensor Responsibilities - term 5.1 is amended and now reads: The Licensor warrants to the best of its knowledge that:

Licensor Responsibilities - term 5.1(b) is amended and now reads: the Licensed Material is owned by or licensed to the Licensor and Licensor is not aware of any infringement of the Intellectual Property Rights or other rights of any third party.

Licensor Responsibilities - term 5.1(j) is amended and now reads: the Licensor does not warrant that the content of the Licensed Material is correct or complete, that Licensee's use of the Products will be uninterrupted or error free, or that the results obtained will be successful or will satisfy Licensee's requirements. Licensor will use commercially reasonable efforts to ensure that the Licensed Material and its content have been reasonably checked and are not known to contain material errors. The Licensor will make reasonable attempts to correct errors discovered by the Licensor or brought to its attention. Content errors may be corrected by publishing errata.

Licensor Responsibilities - term 5.2 is amended and now reads: The undertakings in clause 5.1 replace all conditions and warranties which may otherwise be implied by statute, common law or otherwise. The Licensor makes no representation express or implied with regard to the fitness of the Licensed Material for any purpose and non-infringement. Licensee assumes all risk in using the results of Licensed Material.

Licensor Responsibilities - term 5.4 is amended and now reads: The Licensor shall use commercially reasonable efforts to ensure that its

server and systems are sufficient for the Licensed Material to be used by Authorised Users without unreasonable service delays.

Licensor Responsibilities - term 5.5 is amended and now reads: The Licensor shall reasonably endeavour not to materially change or reduce the content of Licensed Material during the course of this Licence Agreement. The Licensor will give the Licensee reasonable prior notice of any such material change or reduction.

Intellectual Property Rights Indemnity - term 8.1 is amended and now reads: The Licensor shall indemnify and hold the Licensee harmless from any damages, claims, reasonable attorney fees and costs awarded by a court in favour of any third party alleging that Products or Licensed Material infringe or misappropriate any third party Intellectual Property Rights, including any patent, copyright, trademark or trade secret in the country(ies) of Licensee's location as licensed under an Order Form, provided that:

Intellectual Property Rights Indemnity - term 8.2(b) is amended and now reads: promptly modify or amend the Licensed Material so that the infringement is removed; or

Intellectual Property Rights Indemnity - term 8.2(c) is amended and now reads: promptly replace the Licensed Material or infringing part so that the Licensed Material becomes non-infringing.

**Term and Termination - term 10.4** is amended. Licensees choosing to be licensed at the Fees indicated in Tables 1 and 2 at section 6 above have no right of early termination. Licensees choosing to be licensed at the Fees indicated in Table 3 at section 6 above do have the right of early termination, but as per the text in bold displayed beneath the table.

Notices - term 16.1(c) is amended and now reads: (any notice or written agreement may be given) by email to the email address of the other party's authorised representative with written confirmation of delivery and will be valid at the time of receipt but will not be deemed served if the email system has generated an unsuccessful transmission or unsuccessful delivery receipt.

Notices - an additional term 16.1(d) is inserted: Any legal notices must also be copied to "Attention: Licensor's Legal Department, General Counsel."

**Legal Construction of this Licence Agreement - term 18.3** is amended and now reads: This Licence Agreement and Order Form represents the entire agreement and understanding between the parties in respect of its subject matter.

Annex A - Option for Extended Educational Purposes - term A1 is amended and now reads: Subject to Licensor's prior written approval, at any time during the term of the Licence Agreement, the Licensee may extend its rights by submitting an Order for this Option and by paying the Fee shown on the Website.

#### Commercial in confidence

Operating address: Chest (a Jisc Enterprise), 4 Portwall Lane, Bristol. BS1 6NB email:help@chest.ac.uk tel:0300 121 0878 Jisc (Registered Office), 4 Portwall Lane , Bristol, BS1 6NB | Charity No. 1149740 | Company No. 5747339