



Jisc Agreement for Software available on Jisc's Chest platform (2025)

Licence Terms and Conditions – Comparison with 2024 Software Licence Terms and Conditions

Text highlighted in Blue is deleted from the Software Licence; text highlighted in green is added.

Schedule 4: Terms and Conditions of the Standard Jisc Licence for Software available on Jisc's Chest Platform

These terms and conditions apply to all orders for licences purchased through Jisc's Chest Platform unless other terms and conditions are expressly referenced on the order. Please read these terms and conditions carefully and only submit an order if they are acceptable to your organisation.

1 Definitions

1.1 In this Licence Agreement the following terms, when starting with a capital letter, have the meanings shown:

- (g) "Licensee Data" means any content made available or shared by the Licensee and/or its Authorised Users via the Software including, but not limited to, documents, data, information and other materials.
- (l) "UK GDPR" means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419)

3 Restrictions

3.1 The Licensee and Authorised Users may not:

- (a) sell, resell, sublicense, lease, rent, hire, loan or transfer the Software or redistribute it to any third party;
- (b) remove, obscure or modify copyright notices, disclaimers, means of identification, or other text appearing in the Software;
- (c) alter, adapt, modify, disassemble, decompile, reverse engineer, or create any derivative works of the Software, except to the extent necessary to make it readable on a computer screen, or as otherwise permitted in this Licence Agreement or by law;
- (d) input, upload, transmit, or otherwise share, provide to or through the Software, any content or other information or materials (including Licensee Data) that are unlawful, illegal, defamatory, obscene, or otherwise injurious, or contain, transmit, or activate any software viruses, worms, Trojan horses or any computer code, files or programs designed to disrupt, destroy, invade, gain unauthorised access to, corrupt or modify data in, prevent authorised access to, the Software or any part of the Licensor's system.
- (d) use the Software other than for Educational Purposes.

7 Intellectual Property Rights Indemnity

7.1 The Licensor shall indemnify and hold the Licensee harmless from all damages, claims, legal fees and costs incurred by the Licensee in respect of any third-party claim or action concerning the ownership or use of the Software, or the Intellectual Property Rights in the Software, provided that:

- (a) the Licensee gives the Licensor prompt notice of any claim made against the Licensee, and the Licensor shall have the right to defend any such claims and make settlements thereof at its own discretion;
- (b) the Licensor's obligations under this clause 7 shall not apply to the extent that the infringement arises out of any use of the Software which is not compliant with this Licence Agreement;
- (c) the Licensee does not knowingly make or intimate any admission, settlement, opinion or undertaking that may be detrimental to the Licensor's defence;
- (d) the Licensee, at the Licensor's cost, gives such assistance as the Licensor may reasonably require to settle or oppose any such claims, but does not otherwise engage in settlement negotiations.

7.2 If any such infringement occurs or may occur, by giving written notice to the Licensee, the Licensor may act as follows before the Licensee can take any other course of action:

- (a) promptly secure the right for the Licensee to continue using the Software; or
- (b) promptly modify or amend the Software so that the infringement is removed without any material reduction in functionality or features; or
- (c) promptly replace the Software or infringing part so that the Software becomes non-infringing without any material reduction in functionality or features.

Modified, amended or replacement Software provided under clause 7.2 (b) or (c) shall be treated as Software for all purposes under this Licence Agreement.

- 7.3 The Licensor acknowledges that all proprietary and intellectual property rights in the Licensee Data are the exclusive property of the Licensee or its licensors or the Authorised Users and that this Licence Agreement does not assign or transfer to the Licensor any right, title or interest in such Licensee Data save that the Licensee shall grant to the Licensor (or procure the grant to the Licensor) all rights necessary for the Licensor to access and use the Licensee Data to the extent necessary to provide access to and use of and to ensure functionality of the Software in the manner provided for in this Licence Agreement.

9 Data Protection

The Licensee is deemed the 'Data Controller' and the Licensor the 'Data Processor' as defined under the UK GDPR. Any "Processing" of "Personal Data", as each term is defined by the UK GDPR, carried out pursuant to the Order will be governed by the Licensor's Data Processing Agreement set out in the Appendix to this Agreement.

10 Term and Termination

- 10.1 This Licence Agreement shall commence on the date shown on the Order provided that the Licensee allows at least ten working days between the date the Order is submitted and the commencement date requested, and provided that the Licensor does not reject the Order or agree some other commencement date in accordance with clause 5.3.
- 10.2 Unless terminated in accordance with its other provisions, this Licence Agreement will continue for the period shown on the Order. The Licensor will reasonably endeavour to give the Licensee at least ninety days' notice, and in any event as much notice as it reasonably can, where it does not intend to offer renewal of this Licence Agreement on broadly similar terms and prices.
- 10.3 Either party may terminate this Licence Agreement by written notice if the other:
- (a) is in breach of any material term, condition or provision of this Licence Agreement or of any material provision required by law, or is in persistent breach of any other term, condition or provision and fails to remedy the same within thirty days of written notice;
 - (b) ceases to carry on the business relevant to this Licence Agreement, or receives a court order or passes a resolution for winding-up (other than for the purpose of solvent amalgamation or reconstruction), or is declared insolvent; or initiates any arrangement or composition with its creditors; or has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or is deemed by any relevant statutory provisions to be unable to pay its debts.
- 10.4 Except in the case of perpetual licences, upon termination of this Licence Agreement the Licensee shall promptly de-install all copies of the Software. The Licensee will allow the Licensor reasonable access to verify compliance with the foregoing obligation.
- 10.5 All rights and obligations of the parties under this Licence Agreement will automatically cease upon termination, except for such rights of action that have accrued prior to termination, and any rights or obligations under this Licence Agreement or at law which expressly or by implication come into or continue in force on or after termination.
- 10.6 Upon termination of this Licence Agreement, where any Licensee Data is stored by the Licensee in the Software, the Licensor shall give the Licensee or its Authorised Users continued access to the Software for a period of [30] days ("Retrieval Period") following the date of termination or expiry of this Licence Agreement for the purpose only of allowing the Licensee and/or Authorised Users to retrieve such Licensee Data, and after expiry of such Retrieval Period, the Licensor may destroy or delete the Licensee Data.