



Undergraduate Case Teaching Licence

By licensing Case Studies through this agreement you are agreeing to the conditions set out in this document and elsewhere on The Case Centre's website at www.thecasecentre.org between:

The Case Centre USA, Babson College, Babson Park, Wellesley MA 02457, USA ('The Case Centre'); and

Your organisation ('**the University**'/'**You**').

WHEREAS

- The Case Centre has the right to licence the Intellectual Property Rights comprised in, the business case studies as described on The Case Centre's website at www.thecasecentre.org, and in particular those Case Studies included in [Schedule A](#);
- You wish to make the Case Studies in [Schedule A](#) available to Authorised Users via Your Secure Course Area (see definitions below).

1. Definitions

1.1. In this Licence, the following terms shall have the following meanings:

'**Schedule A**' is the collection of Case Studies provided by The Case Centre under this licence for use in teaching undergraduate courses.

'**Undergraduate Case Teaching Licence**' is a licence to access or download Case Studies from Schedule A and use them as permitted under this Agreement during the period of the Licence in any undergraduate teaching at Your institution during the period of the Licence.

'**Case Studies**' are the Case Studies selected from Schedule A of this Licence, and described on The Case Centre's website at www.thecasecentre.org/ScheduleA

'**Course**' is the particular undergraduate course or courses specified in the Order submitted by Faculty.

'**Course Start Date**' is the date on which each Course is due to begin for which You wish to licence Case Studies.

'**Intellectual Property Rights**' means all Intellectual Property Rights of any kind, including without limitation copyright, database rights, design rights (whether registered or unregistered), patents, trade marks, business names and all other rights of a similar character in any part of the world (whether or not the same are capable of registration) and all applications and rights to apply for protection of any of the same.

'**Secure Course Area**' means Your closed local area network accessible only to Authorised Users by Secure Authentication.

'**Secure Authentication**' means access to the Case Studies by a reliable means of



authentication such as access via a username and password, or via reliable Internet Protocol ('IP') recognition technology.

'Authorised Users' means individuals who are authorised by You to access Your Secure Course Area on-site only via Secure Authentication and who are a current undergraduate student or a current member of staff teaching at undergraduate level (whether on a permanent or temporary basis).

'Faculty' means individuals who are current members of staff teaching at undergraduate level, and who are authorised by You to order Case Studies for use in teaching undergraduate Courses.

'Licence Manager' means the individual at Your institution who applied for and manages the licence.

'Licensing Fee' is the sum payable by You to The Case Centre for this Licence, as set out on The Case Centre website. Such Licensing Fee is payable immediately on agreement to this Licence. The Licence will not be valid unless and until The Case Centre receives payment in full.

'Term' is the time period of this Licence as specified during your online application for it, or until earlier termination pursuant to this agreement.

'Order' means the order relating to a specific Course, which Faculty submits to The Case Centre using the online ordering system on The Case Centre's website.

'Order Confirmation Email' means the email to Faculty, sent by The Case Centre confirming use of the selected Case Studies for the particular Course.

- 1.2. Headings contained in this Licence are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- 1.3. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. Grant of Rights

- 2.1. On agreement to this Licence and The Case Centre's receipt of Your Licensing Fee in full, The Case Centre grants You a non-exclusive non-transferable licence to access the Case Studies, to upload them to Your Secure Course Area and to allow Authorised Users to access and use the Case Studies for Your Undergraduate Case Teaching Use only, subject to the terms and definitions in this Agreement.
- 2.2. 'Undergraduate Case Teaching Use' means:
 - 2.2.1. You may use the Case Studies amongst Authorised Users only, in order to further the following education purposes of Your organisation: undergraduate education and teaching only;



- 2.2.2. You may not use sell, use for commercial purposes, licence, sub-licence, distribute rent, lease or lend the Case Studies in whole or in part to others, post any of the Case Studies to any website electronic bulletin board, wide or local area network or other online environment other than as described above;
 - 2.2.3. You may not use the Case Studies in whole or in part outside Your organisation, such as in external teaching, tutoring, presentations or training, or as part of services provided by You to other educational organisations, to Your clients or customers, on Your organisation's website or on any website accessible via the internet (whether or not users need to pay to access such website);
 - 2.2.4. Authorised Users may only use the Case Studies in the Course specified on Faculty's Order and the Order Confirmation Email. For use in any additional Courses, Faculty will need to submit a separate Order.
- 2.3. You must not remove or alter any copyright notices on any and all copies of the Case Studies. You may not alter, adapt or modify the Case Studies, except to the extent necessary to make it display on Your Secure Course Area. You may not reverse engineer, decompile, or disassemble the Case Studies.

3. Permitted uses

- 3.1. For Undergraduate Case Teaching Use only, You may allow Authorised Users on Your Secure Course Area to:
 - 3.1.1. access the Case Studies one Case Study at a time by Secure Authentication in order to search, retrieve, display and view the Case Studies;
 - 3.1.2. print out hard copies of the Case Studies up to a maximum of the number ordered.
- 3.2. You may make such local temporary copies of the Case Studies as are necessary to ensure efficient use of the Case Studies by Authorised Users, provided that such use is subject to all the terms and conditions of this Licence.

4. Your Responsibilities

- 4.1. You will:
 - 4.1.1. take the Case Studies down 6 (six) months after the Course Start Date for each Course;
 - 4.1.2. ensure that the computer system through which the Case Studies will be used is configured, and procedures are in place, to prohibit access to the Case Studies by any person other than an Authorised User;
 - 4.1.3. work actively with The Case Centre and use all reasonable efforts to ensure that all Faculty and Authorised Users are made aware of and undertake to abide by the terms of this Licence and that Authorised Users do not give their passwords



or other access information to anyone else. In particular you will make Faculty aware of how Case Studies can be ordered and used under this Licence, and the restrictions on such use. The Case Centre undertakes to assist you in this by providing documents suitable for sharing with Faculty and Authorised Users;

- 4.1.4. retain total control at all times of the Case Studies and at all times maintain the Case Studies safe and secure in appropriate storage facilities and not permit any other person who is not expressly authorised by The Case Centre to have access to or use of the Case Studies for any purpose;
- 4.1.5. use Your and Faculty's best endeavours to prevent the unauthorised duplicating, copying or any unauthorised publication, use or pirating of the Case Studies. You agree to notify The Case Centre in writing of any infringement of The Case Centre's rights in the Case Studies immediately You or Faculty become aware of it, and to provide The Case Centre with all reasonable assistance in any action which The Case Centre may in its absolute discretion take against an infringer. You shall ensure that neither You nor Faculty shall take any action, make any admission or settle or compromise any proceedings relating to the Case Studies without the prior written consent of The Case Centre.

4.2. Where possible, You and Faculty will provide The Case Centre with any comments or feedback on the Case Studies and how You have used them within Your University.

5. Licensing Fee, Order process and delivery

- 5.1. The Licensing Fee is payable by You to The Case Centre immediately on agreement to this Licence. The Licence will not be valid unless and until The Case Centre receives payment in full.
- 5.2. Payments will be made in pounds sterling, Euros or US dollars, as specified on The Case Centre's website, and shall be made without any deduction in respect of taxation, exchange, commissions, bank charges or otherwise. All sums payable by You under this agreement are exclusive of value added tax ('VAT'), sales tax and similar imposts.
- 5.3. Order process: Faculty shall order specific Case Studies from Schedule A by submitting an Order online at The Case Centre's website. Such Order will include the title of the Course, the Course Start Date and end date, and other details as required on the Order form.

The Course Start Date must fall within the period of validity of this Licence, and the length of the Course may not exceed the limit specified in clause 4.1.1.

Faculty will submit the Order, which will be processed through the order basket without additional charge. Faculty will then receive an Order Confirmation Email, which will give details of how to access the Case Studies. Use is limited to the Course specified.

For any additional Courses, Faculty will need to submit a further Order and this will again be processed without additional charge, as long as the Course Start Date remains within the period of this Licence.



- 5.4. Delivery: The Case Centre will provide Faculty with details of how to receive delivery of the Case Studies via Order Confirmation Email.
- 5.5. Case Studies may be accessed by the following methods via secure authentication:
 - 5.5.1. Access the Case Studies by electronic download;
 - 5.5.2. Access the Case Studies via Your Secure Course Area or eReader app;
 - 5.5.3. Download the Case Studies via the CoursePack Creator on The Case Centre's website.
- 5.6. Such access is subject to the terms set out on the following webpages:
 - 5.6.1. For electronic downloads: "Terms and conditions for electronic downloads"
www.thecasecentre.org/TCdownloads
 - 5.6.2. For e-delivery via Your Secure Course Area or e-Reader app: "Terms and conditions for e-delivery via your course area or eReader app"
www.thecasecentre.org/TCcourseareas
 - 5.6.3. For CoursePack Creator: "Terms and conditions for CoursePack Creator"
www.thecasecentre.org/TCCoursePacks
- 5.7. By licensing Case Studies under this Licence You are agreeing to the terms on the following webpages:
 - 5.7.1. "Registration Agreement", <http://www.thecasecentre.org/registrationagreement>
 - 5.7.2. Terms and conditions of sale for institutions based solely in North America: The Case Centre's "Terms and Conditions of Sale – US office",
<http://www.thecasecentre.org/termsandconditions>

6. Term and termination

- 6.1. Term – the Licence will be valid for up to one year from the date of agreement to this Licence, providing that the Licensing Fee is paid immediately in full ('Term'). At the end of the Term, the licence herein granted shall cease without notice and all rights granted under the terms of this agreement shall automatically revert to The Case Centre, without any further notice and without prejudice to the monies already paid or then due.
- 6.2. At the end of the Term You will remove all the Case Studies you have accessed under this Licence from Your Secure Course Area and shall not use or distribute the Case Studies in any other way and shall promptly remove the material from any computer on which the Case Studies are maintained.
- 6.3. The Case Centre will contact you not less than 60 days before the expiry of the Licence to see if you wish to extend the Licence beyond the Term. If the agreement is not renewed and/or The Case Centre does not receive the renewal fee by the end of the then current



Term, the Licence will automatically expire.

- 6.4. In any of the following events either party may by written notice to the other party Terminate the licence herein granted:
- 6.4.1. If the other party commits a material breach of any condition of this agreement which is incapable of remedy or if capable of remedy is not remedied within fourteen days of the party suffering the breach giving to the other party notice requiring the same to be remedied;
- 6.4.2. If either party suffers the occurrence of any of the following events:
- (i) being unable to pay its debts as they fall due;
 - (ii) a proposal being made for a voluntary arrangement or a petition being presented for an administration order or a receiver manager or administrative receiver being appointed;
 - (iii) winding up being commenced or a provisional liquidator being appointed or a proposal being made for a scheme of arrangement or a winding up petition being presented.
- 6.5. If this agreement expires by passage of time (but not otherwise) You shall be entitled to continue using the Case Studies for then current Courses, as long as the Course Start Date falls within the period of the Licence, and the Course length does not exceed the limit specified in clause 4.1.1.
- 6.6. After termination of this Licence, all purchases of Case Studies will fall outside the scope of this Licence and must be made and paid for using the ordering and delivery process on The Case Centre's website.

7. Further terms

- 7.1. The Licence Manager's name and email address will be visible to staff at Your institution when they login and view the Licence details on The Case Centre's website.
- 7.2. You acknowledge that all Intellectual Property rights including copyright and moral rights in the Case Studies are owned by The Case Centre and/or by The Case Centre's licensors and partners and that this agreement does not assign or transfer any rights to You.
- 7.3. The Case Centre provides the Case Studies 'As Is' without any express or implied warranty to You, Authorised Users or third parties.
- 7.4. The Case Centre shall not be liable for any damages arising out of Faculty's or Authorised Users' use of or inability to use the Case Studies, or for any errors or omissions in the Case Studies including libel, loss of privacy, moral rights or the disclosure of confidential information.
- 7.5. The Case Centre reserves the right to withdraw from the Case Studies any item for which The Case Centre no longer retain the right to distribute, or for which The Case Centre have reasonable grounds to believe it infringes copyright or is otherwise objectionable. The Case



Centre will fulfil Orders which have already been placed prior to such withdrawal.

- 7.6. On reasonable written notice, The Case Centre (or a representative The Case Centre appoints) shall have the right to examine the Case Studies at Your premises and/or on Your computer systems so as to satisfy ourselves that Your use of the Case Studies conforms to the terms of this Licence and that the Secure Authentication You are using conforms to reasonable industry standards. If The Case Centre finds that, in our view, Your use of the Case Studies and/or the Secure Authentication You are using do not conform to such terms or standards, The Case Centre may terminate this agreement with immediate effect and require that you delete all copies of the Case Studies from all computers and technical systems. The expenses of such inspection shall be borne by The Case Centre unless The Case Centre terminates the Licence as described above, in which case the expenses shall be borne by You.
- 7.7. The Case Centre may terminate this agreement if You fail to comply with the conditions. In such event, You must remove the Case Studies from Your Secure Course Area and all Your systems and destroy all copies of the Case Studies in Your possession.

8. The Case Centre's warranties

- 8.1. The Case Centre warrants and agrees that:
 - 8.1.1. it is free to enter into this agreement and grant You the rights herein granted and is not under any disability, restriction or prohibition which might prevent it from performing or observing any of its obligations under this agreement;
 - 8.1.2. it has not entered into and shall not enter into any arrangement which may conflict with this agreement;
 - 8.1.3. as far as it is aware the Case Studies are not obscene or defamatory and do not infringe any right of copyright under English law.
- 8.2. While The Case Centre has no reason to believe that there are any inaccuracies or defects in the information contained in the Case Studies, The Case Centre makes no representation and gives no warranty express or implied with regard to the information contained in or any part of the Case Studies including (without limitation) the fitness of such information or part for any purposes whatsoever and The Case Centre accepts no liability for loss suffered or incurred by You or Faculty or Authorised Users as a result of their reliance on the Case Studies.
- 8.3. In no circumstances will The Case Centre be liable to You for any loss resulting from a cause over which The Case Centre does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other equipment.
- 8.4. The Case Centre complies to the GDPR. Its privacy policy and compliance statement can be found at www.thecasecentre.org/privacy.



9. Your warranties

- 9.1. You warrant and agree that You will:
- 9.1.1. not use, copy or duplicate the Case Studies or any part of the same otherwise than as necessary for proper exploitation of the Case Studies in accordance with this agreement;
 - 9.1.2. not distribute or publish the Case Studies or any part thereof as part of or in juxtaposition with any other item which is or which causes the Case Studies to be or to be part of anything which is defamatory, offensive, obscene or otherwise in contravention of any law or third party right;
 - 9.1.3. not by any act or omission impair or prejudice the Intellectual Property Rights in the Case Studies or alter or place out of context any part of the Case Studies or otherwise violate any moral right or deal with the Case Studies so that any third party might obtain any lien or other right of whatever nature incompatible with the rights of The Case Centre;
 - 9.1.4. indemnify The Case Centre against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision legal costs on an indemnity basis) awards and damages arising directly or indirectly as a result of any breach or non-performance by You of any of Your undertakings, warranties or obligations under this Licence.

10. Force majeure

If either party is prevented or hindered from carrying out any of his obligations herein by circumstances beyond his control then the performance of his obligations shall be suspended for such time as the circumstances last and he shall not be liable for any delay occasioned thereby.

11. Notices

- 11.1. Any notice or other communication hereunder shall be given in writing in English, and shall be validly served on each party if addressed or given to such party at the address for that party stated on the Order and Order Confirmation Email or other address provided by The Case Centre on its website.
- 11.2. Any notice or communication so given shall be deemed to have been given as follows:
- 11.2.1. At the time the same is left at the address of or handed to a representative of the party to be served;
 - 11.2.2. By post or courier on the day not being a Sunday or United Kingdom public holiday two days following the date of posting;
 - 11.2.3. In the case of a fax or email, or other means of telecommunication, on the next following day.



12. Assignment

Neither party may assign this Licence or any of the rights and obligations without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

13. Sole agreement

This agreement replaces all previous appointments or arrangements between the parties and constitutes the sole entire agreement between the parties in that respect

14. Severability

If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part such provision shall be severed from this agreement which shall continue to be valid as to its other provisions and the remainder of the affected provision.

15. Law

This Agreement shall be governed and construed in all respects in accordance with the laws of the Commonwealth of Massachusetts and the parties irrevocably submit to the exclusive jurisdiction of the Massachusetts Court System.