

IBFD Academic License for the IBFD Portal (www.IBFD.org)



This License Agreement (this "Agreement") is entered into force as of , by and between **STICHTING INTERNATIONAAL BELASTING DOCUMENTATIE BUREAU (IBFD)**, a foundation registered under the Dutch Laws, having its registered office at H.J.E. Wenckebachweg 210, 1096 AS Amsterdam, the Netherlands' ("**Licensor**") and ----- having its registered office at ----- ("**Licensee**").

Whereas, Licensor compiles and publishes tax materials on the IBFD Portal (www.ibfd.org) ("IBFD Portal"). The information contained on the IBFD Portal is protected by copyrights, database rights and / or other proprietary rights, which rights are all vested in IBFD;

Whereas, access to the IBFD Portal is available to currently enrolled students and faculty staff at the Licensee subscribing to IBFD under the General Terms & Conditions of IBFD between the Licensor and Licensee. Such use of the IBFD Portal is subject to the following the terms and conditions set forth in this Agreement.

1. Governing Terms

1.1 The Licensee has entered into an agreement with Licensor under which Licensor has agreed to provide access to the Licensee's students, faculty staff and visiting lecturers.

1.2 The Licensee's access to and use of the IBFD Portal are governed by this Agreement and by the General Terms and Conditions of IBFD, as provided in appendix 1 of this Agreement and which forms an integral part of this Agreement

1.3 Any use of the IBFD Portal by means of a username and password or by IP access signifies the Licensee's acceptance of the Terms and Conditions to be bound thereby.

2. Definitions

2.1 All terms used in this Agreement unless specifically defined herein will have the meanings attributed to them in the General Terms and Conditions of IBFD. The following terms when used in this Agreement shall have the means ascribed to then hereunder:

"**Student**" means a person currently enrolled as a student at the course (full-time / part-time)

provided by the Licensee;

"**User**" means a Student or Faculty Staff Member or Visiting Lecturer as defined in this Agreement;

"**Faculty Staff Member**" or "**Visiting Lecturer**" means a person who is employed either on a full-time or part-time basis to lecture on and administer courses that are provided by the Licensee;

"**Authorised Use**" means use by a User who is a Student, Faculty Staff Member or Visiting Lecturer who accesses the IBFD portal via IP access or by Username/Password for educational purposes only and which are directly related to the Student's course work or to the Faculty Staff Member or Visiting Lecturer for the purpose of structuring their coursework at a law / business school. Authorised Use specifically excludes use in connection with the Student's employment, or any internship, externship or work experience, or use by any User on behalf of any another person or organisation whatsoever;

"**Academic purposes**" include, but are not limited to:

- class preparation and assignments
- research associated with moot court or law review/law journal
- research associated with pursuing a grant or scholarship
- service as a research assistant to a professor (either paid or unpaid)
- an unpaid internship, externship or clinic for school credit

"**Academic purposes**" do not include research conducted for a law firm, corporation or any other entity (other than a professor or law school) that is paying the student to conduct said research or that is passing along the costs of said research to a third party. These are deemed "commercial purposes".

3. Access to the IBFD Portal

3.1 The Licensor hereby grants the Licensee a limited non-exclusive transferable license to access and use the IBFD Portal under the terms and conditions outlined in this Agreement via equipment and network operated by the Licensee.

3.2 The Licensee will ensure that access to the IBFD Portal is restricted to current students, Faculty Staff Members and Visiting Lecturers only. Access will not be permitted for former students (Alumni).

3.3 The Licensee will ensure that the User understands and acknowledges that the IP access to the IBFD Portal is for his or her use only and that User is prohibited from permitting any third party from accessing the IBFD Portal.

3.4 The User may use the IBFD Portal solely for educational purposes (as defined in Clause 2.1. Authorised Use). In the event the User is a Student, use of the IBFD Portal is for Academic Purposes only as defined in Clause 2.1.

3.5 Any other use of the IBFD Portal, including any use in connection with User's employment outside of the law / business school and any Student internship, externship or work experience, is prohibited.

4. Reservation of Rights/Termination

4.1 The Licensor reserves the right to modify the Terms and Conditions of this Agreement and the General Terms and Conditions of IBFD.

4.2 The Licensor reserves the right to terminate this Agreement and revoke any IP access without notice.

4.3 This Agreement shall automatically terminate in any of the following events:

4.3.1 the current Subscription to the IBFD Portal is not renewed; and/or

4.3.2 there is a breach by the Licensee, or any User having access via the Licensee, of this Agreement, including the IBFD general Terms and Conditions.

5. Usage Statistics

5.1 The Licensor will provide to the Licensee on an annual basis a usage report that will indicate how the subscription has been utilised over the preceding twelve (12) -month period.

Licensee

Signature:

Name:

Title:

Date:

IBFD

Signature:

Name:

Title:

Date:

