HUMAN RELATIONS AREA FILES, INC. (HRAF)

[...]

Bayerische Staatsbibliothek

[Vertragsauszug]

[...]

Terms:

This Agreement is effective as of the later of January 1, 2009 or receipt by HRAF of cleared funds stipulated in paragraph 1.a below.

[...]

3. Other Terms

[...]

f) (i) In the event of a breach of any of their obligations under this Agreement either of the Parties shall have the right to remedy such breach within sixty (60) days written notice that such breach has occurred. The breaching Party shall make every reasonable effort and document said effort to remedy such breach and shall institute any reasonable procedures to prevent future occurrences of such breaches.

(ii) An unremedied breach by a single associate member of the consortium may cause that member to be disconnected from the database, but that unremedied breach by a single member does not lead to any consequences for the other associate members of that consortium.

(iii) Nothing in this agreement shall make associate member liable for breach of the terms of the agreement by any Authorised User provided that the associate member did not cause, knowingly assist or condone the continuation of such breach to continue after becoming aware of an actual breach having occurred.

4. Authorized Users and Use for eHRAF

a. "Authorized Users" are:

(i) Higher Education Institutions: Students including guest students, Faculty including visiting lecturers, Staff and contractors, Walk-In-Users. Remote Access included.

(ii)Academic Libraries, Research Institutions and Governmental Institutions: Staff, contractors and Walk-In-Users. Remote Access for registered users.

(iii) Non-institutional access of individuals shall be permitted via Member Institution facilities and Member Institution proxy servers; individual authentication subject to a requirement of permanent residence in Germany.

b.The associate member Institution and its Authorized Users may make all use of eHRAF as is consistent with and not in violation of the Fair Use Provisions of United States, international law, or the use restrictions set forth below. Nothing in this Agreement is intended to limit in any way whatsoever the associate member institution's or any Authorized User's rights under the Fair Use provisions of United States or international law to use eHRAF.

c. eHRAF shall be used solely for purposes of research, education or other non-commercial uses, no portion of which can be sold. Subject to this (or such) use restriction, eHRAF may be used as follows:

Display. The associate member Institution and its Authorized Users shall have the right to electronically display eHRAF.

Digitally Copy. The associate member institution and its Authorized Users may download and digitally copy a reasonable portion of eHRAF.

Print Copy. The associate member institution and its Authorized Users may print a reasonable portion of eHRAF.

[...]

Course Packs. Instructors may use a reasonable portion of eHRAF for instructional purposes **(printed and electronic course packs, study packs, resource lists and any other material and/or in virtual and managed environment, managed learning environments, virtual research environments and library environments).** However, such materials are not to be sold.

Electronic Reserve. The Member Institution and its Authorized Users may use a reasonable portion of eHRAF for use in connection with specific courses of instruction offered by the Member Institution and/or its parent institution.

Databases uthorized Users shall be permitted to extract or use information contained in eHRAF for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

Electronic Links. The Member Institution may provide electronic links to eHRAF from Member Institution's web page(s), and is encouraged to do so in ways that will increase the usefulness of eHRAF to Authorized Users. HRAF staff will assist the Member Institution upon request in creating such links effectively. The Member Institution may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by HRAF.

Interlibrary Loan. Because HRAF is a membership organization only its Member Institutions are permitted access to eHRAF. Interlibrary loan therefore is not permitted.

[...]

Exhibit A

1) It is understood that access to eHRAF World Cultures will be limited to the following types of German institutions:

--- Higher Education Institutions financed either by public or private funding

--- National, regional and state libraries

--- Academic specialist libraries mainly financed by public funding

--- Research institutions mainly financed by public funding

--- Governmental institutions

--- Including any of the above mentioned types of German institutions abroad and authenticated residents of Germany.