THIS AGREEMENT ("the Agreement") is made between OXFORD UNIVERSITY PRESS ("Licensor") and JOHANN WOLFGANG GOETHE-UNIVERSITÄT, UNIVERSITÄTSBIBLIOTHEK JOHANN CHRISTIAN SENCKENBERG ("Licensee") on behalf of all eligible German Institutions (Appendix A) and is effective from the date OUP receives this Agreement signed by an authorised representative of the Licensee.

IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement, the following expressions shall have the following meanings:

"Authorised User" shall mean an individual who is authorised by the Licensee and/or the eligible institutions to access the information services available through the Secure Network and who is (i) affiliated with the Licensee and/or the eligible institutions as a current student, faculty member, employee, or in some other capacity whereby they are permitted to access such services in the ordinary course of business, whether from a computer or terminal on the Secure Network, or offsite via a modem link to a valid IP address on the Secure Network; or (ii) physically present at the Site;

"Commercial Use" shall mean use for the purposes of monetary reward (whether by or for the Licensee, an Authorised User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Licensed Work(s);

"Licensed Work(s)" shall mean the online OUP Journals Archive from the earliest available issue to the last available issue of 1995.[

"Licensor Trademarks" shall mean the designations OXFORD and OXFORD UNIVERSITY PRESS;

"Material" shall mean any abstract, article, index, advertising or other material contained in the Licensed Work(s) and accessed online;

"Secure Network" shall mean a network (whether a stand alone network or a virtual network within the Internet) which is only accessible to Authorised Users. A cache server or any server or network which can be accessed by unauthorised users is not a secure network for these purposes;

"Site" shall mean the geographical site (or sites) in respect of which the Licensee has purchased the online OUP Journals Archive from which Authorised Users can access the Licensed Work(s) onsite from a computer or terminal on the Licensee's Secure Network located at the Site and via which Authorised Users can additionally access the Licensed Work(s) offsite via a modem link to a valid IP address on the Licensee's Secure Network located at the site;

2. GRANT OF LICENCE, USAGE RIGHTS AND LIMITATIONS ON USE

2.1 Provided the Licensee complies in full with the terms and conditions of this Licence, the Licensor either as copyright owner or acting as authorised agent of the relevant rights owners, grants the Licensee the non-exclusive and non-transferable right to allow Authorised Users to access and use the Licensed Work(s) as set out in Appendix A by means of one or more Secure Networks for the purposes of research, teaching, and private study.

2.2. Authorised Users may, for personal use only:

2.2.1 access the Server by means of a Secure Network in order to search the Licensed Work(s) and to view, retrieve, and display portions thereof;
2.2.2 electronically save portions of the Licensed Work(s);

2.2.3 print out single copies of portions of the Licensed Work(s);

2.2.4 provide print or electronic copies of all or any part of the Licensed Work(s) to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval and/or trademark applications or other regulatory purposes in respect of the Licensee's products or services.

2.3 The Licensee and Authorised Users may not:

2.3.1 remove or alter Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Work(s);

2.3.2 systematically make printed or electronic copies of multiple portions of the Licensed Work(s) for any purpose;

2.3.3 display or distribute any part of the Licensed Work(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than a Secure Network;

2.3.4 permit anyone other than Authorised Users to access or use the Licensed Work(s);

2.3.5 use all or any part of the Licensed Work(s) for any Commercial Use.

2.4 Where the Licensee is an academic library or part of a non-commercial organisation, then notwithstanding any restriction in clause 2.3, the Licensor hereby grants the Licensee the non-exclusive right to supply (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted after printing) to another academic library in the same country as the Licensee for the purposes of research or private study and not for commercial use, a single paper copy of an electronic original of an individual document from a journal included in the Licensed Works. The Licensee agrees to fulfil such requests in compliance with German Copyright Law.

2.5 Oxford Journals has made every effort to maintain the rights to continue to provide access to the content in the archive. However in the event that the Licensor ceases to hold the publishing rights to a journal, the Licensor cannot guarantee continued online access to that journal but will make all reasonable efforts to negotiate with the new publisher with respect to honouring online access rights to the journal.

3. RESPONSIBILITIES OF THE LICENSEE

3.1 The Licensee will provide all identifying information relating to the Licensee and its Authorised Users required for the completion of this license.

3.2 The Licensee will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access the Licensed Work(s) online via the Licensee's Secure Network.

3.3 The Licensee will:

3.3.1 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Work(s) by means of the Licensee's Secure Network;

3.3.2 take all reasonable steps to ensure that all Authorised Users abide by terms of this Agreement.

3.4 The Licensee will notify Licensor as soon as practicable if it becomes aware of any breach by an Authorised User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement by an Authorised User, the Licensee further agrees promptly to initiate disciplinary procedures in accordance with the Licensee's standard practice.

5. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS
5.1 The Licensee acknowledges that all copyrights, patent rights, Licensor Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Licensed Work(s) (collectively the "Licensor Intellectual Property"), are owned by or exclusively licensed to the Licensor and that this Agreement does not convey to the Licensee any right, title, or interest therein except for the right to use the Licensed Work(s) in accordance with the terms and conditions of this Agreement.

5.2 The Licensee shall notify Licensor promptly (i) of the facts and circumstances surrounding any unauthorised possession or use of the Licensed Work(s), or Licensor Intellectual Property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Licensed Work(s) infringes an intellectual property or proprietary right of any third party.

APPENDIX A

LIST OF INSTITUTIONS AUTHORISED TO ACCESS THE COMPLETE OXFORD JOURNALS DIGITAL ARCHIVE (APPENDIX B) AS A RESULT OF THIS PURCHASE AGREEMENT BETWEEN OUP AND JOHANN WOLFGANG GOETHE-UNIVERSITÄT, UNIVERSITÄTSBIBLIOTHEK JOHANN CHRISTIAN SENCKENBERG

The Licensee, or an authorised representative of the Licensee, shall inform all potential users of the availability of the Oxford Digital Archive (Licensed Works). Those institutions wishing to access the Licensed Works will sign general usage terms in accordance with the terms of this License and send this form together with their contact details and IP Addresses to Licensee who in turn will provide this information to OUP in order for the institutions to be provided with access.

All IP Addresses will be supplied either directly by the Licensee or by a centralized registration system In Germany

Universities and Universities of Applied Sciences, National and Central Subject Libraries, Regional and Special Libraries, Research Institutions mainly financed by public funding.

Non-institutional usage will be permitted via individual usernames and passwords subject to a requirement of residence in Germany.

OXFORD JOURNALS CONTENT 1996 - 2002 (INCLUSIVE) ONLY

LICENCE AGREEMENT FOR THE OUTRIGHT PURCHASE OF JOURNAL CONTENT FOR YEARS 1996-2002 (INCLUSIVE) FROM OXFORD UNIVERSITY PRESS

THIS AGREEMENT ("the Agreement") is made between OXFORD UNIVERSITY PRESS ("Licensor") and JOHANN WOLFGANG GOETHE-UNIVERSITAT, UNIVERSEITSBIBLIOTHEK JOHANN CHRISTIAN SENCKENBERG ("Licensee") on behalf of all eligible German Institutions (Appendix A) and is effective from the date OUP receives this Agreement signed by an authorised representative of the Licensee.

This License is for the PURCHASE and PROVISION OF ACCESS TO Oxford Journal Content from 1996 to 2002 (inclusive) as set out in APPENDIX B for those institutions MEETING THE REQUIREMENTS as set out in APPENDIX A.

OUP has agreed to provide access to the above mentioned content as it currently exists (Appendix B) to all eligible German institutions (Appendix A) via its own (OUP's) servers. Should the Licensee ever wish to host the "Licensed Works" on its own servers OUP agrees to supply the Licensee with the appropriate data in accordance with the terms of this agreement (see Clause 4 below).

IT IS AGREED as follows

1. DEFINITIONS
In this Agreement, the following expressions shall have the following meanings:

"Authorised User" shall mean an individual who is authorised by the Licensee to access the Licensee's information services available through the Licensee's Secure Network and who is (i) affiliated with the Licensee as a current student, faculty member, employee, or in some other capacity whereby they are permitted to access such services in the Licensee's ordinary course of business, whether from a computer or terminal on the Licensee's Secure Network, or offsite via a modem link to a valid IP address on the Licensee's Secure Network; or (ii) physically present at the Site;

"Commercial Use" shall mean use for the purposes of monetary reward (whether by or for the Licensee, an Authorised User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Licensed Work(s);

"Licensed Work(s)" shall mean the online OUP Journals from the earliest available issue of 1996 to the last available issue of 2002.

"Licensor Trademarks" shall mean the designations OXFORD and OXFORD UNIVERSITY PRESS;

"Material" shall mean any abstract, article, index, advertising or other material contained in the Licensed Work(s) and accessed online;

"Secure Network" shall mean a network (whether a stand alone network or a virtual network within the Internet) which is only accessible to Authorised Users. A cache server or any server or network which can be accessed by unauthorised users is not a secure network for these purposes;

"Site" shall mean the geographical site (or sites) in respect of which the Licensee has purchased the Licensed Works from which Authorised Users can access the Licensed Work(s) on site from a computer or terminal on the Licensee's Secure Network located at the Site and via which Authorised Users can additionally access the Licensed Work(s) offsite via a modem link to a valid IP address on the Licensee's Secure Network located at the site;

2. GRANT OF LICENCE, USAGE RIGHTS AND LIMITATIONS ON USE

2.1 Provided the Licensee complies in full with the terms and conditions of this Licence, the Licensor either as copyright owner or acting as authorised agent of the relevant rights owners, grants the Licensee the non-exclusive and non-transferable right to allow Authorised Users to access and use the Licensed Work(s) as set out in Appendix A by means of one or more Secure Networks for the purposes of research, teaching, and private study.

2.2. Authorised Users may, for personal use only:

2.2.1 access the Server by means of a Secure Network in order to search the Licensed Work(s) and to view, retrieve, and display portions thereof;

2.2.2 electronically save portions of the Licensed Work(s);

2.2.3 print out single copies of portions of the Licensed Work(s);

2.3 The Licensee and Authorised Users may not:

2.3.1 remove or alter Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Work(s);

2.3.2 systematically make printed or electronic copies of multiple portions of the Licensed Work(s) for any purpose;

2.3.3 display or distribute any part of the Licensed Work(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than a Secure Network;

2.3.4 permit anyone other than Authorised Users to access or use the Licensed Work(s);
2.3.5 use all or any part of the Licensed Work(s) for any Commercial Use.

2.4 Where the Licensee is an academic library or part of a non-commercial organisation, then notwithstanding any restriction in clause 2.3, the Licensor hereby grants the Licensee the non-exclusive right to supply (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted after printing) to another academic library in the same country as the Licensee or library which is part of a non-commercial organisation in the same country as the Licensee, for the purposes of research or private study and not for commercial use, a single paper copy of an electronic original of an individual document from a journal included in the Licensed Work(s).

If the Licensee is located in the Federal Republic of Germany the Licensee agrees to fulfil such requests in compliance with German Copyright Law.

2.5 Oxford Journals has made every effort to maintain the rights to continue to provide access to the content in the archive. However in the event that the Licensor ceases to hold the publishing rights to a journal, the Licensor cannot guarantee continued online access to that journal but will make all reasonable efforts to negotiate with the new publisher with respect to honouring online access rights to the journal. Regardless of any future change in respect of publishing rights the licensee is entitled to both store and make available the Licensed Works on the Licensee's own server.

3. RESPONSIBILITIES OF THE LICENSEE

3.1 The Licensee will provide all identifying information relating to the Licensee and its Authorised Users required for the completion of this license.

3.2 The Licensee will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access the Licensed Work(s) online via the Licensee's Secure Network.

3.3 The Licensee will:

3.3.1 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Work(s) by means of the Licensee's Secure Network;

3.3.2 take all reasonable steps to ensure that all Authorised Users abide by terms of this Agreement.

3.4 The Licensee will notify Licensor as soon as practicable if it becomes aware of any breach by an Authorised User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement by an Authorised User, the Licensee further agrees promptly to initiate disciplinary procedures in accordance with the Licensee's standard practice.

4. RESPONSIBILITIES OF THE LICENSOR

4.1 OUP will use all reasonable efforts to ensure access to and use of the Licensed Work in accordance with the provisions of the this license.

4.2 On request OUP will provide the Licensee with a copy of the Licensed Works as set out in this agreement (Appendix B) in a mutually agreed format for use either as a "back up" copy or for local loading of the Licensed Works on the Licensee's own Secure Network and/or Secure Server of licensee's choice.

4.3 On request OUP will provide the Licensee with such Metadata for the Licensed Works as the Licensee requires and that OUP is able to supply. OUP will make every reasonable effort to supply Metadata for the Licensed Works in an appropriate format agreeable to both parties.

5. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

5.1 The Licensee acknowledges that all copyrights, patent rights, Licensor Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Licensed Work(s) (collectively the "Licensor Intellectual Property"), are owned by or exclusively licensed to the Licensor
and that this Agreement does not convey to the Licensee any right, title, or interest therein except for the right to use the Licensed Work(s) in accordance with the terms and conditions of this Agreement.

5.2 The Licensee shall notify Licensor promptly (i) of the facts and circumstances surrounding any unauthorised possession or use of the Licensed Work(s), or Licensor Intellectual Property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Licensed Work(s) infringes an intellectual property or proprietary right of any third party.

6. REPRESENTATIONS AND WARRANTIES

6.1 LICENSOR REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND TO GRANT THE RIGHTS CONFERRED HEREIN TO THE LICENSEE AND THAT THE LICENSED WORK(S) DO NOT VIOLATE OR INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT OR CONTRACT RIGHT OF ANY THIRD PARTY.

6.2 SAVE AS PROVIDED ABOVE, LICENSOR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE LICENSED WORK(S) WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO LICENSOR; OR (II) THAT THE LICENSED WORK(S) WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE LICENSED WORK(S) IS EITHER COMPLETE OR ACCURATE.

6.3 IN NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH LICENSOR DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS.

6.4 IN NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSS OF PROFITS INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE OF, OR INABILITY TO USE THE LICENSED WORK(S).

6.5 WITHOUT PREJUDICE TO THE INDEMNITY IN CLAUSE 7.1,THE LICENSEE AGREES THAT THE ENTIRE LIABILITY OF LICENSOR TO THE LICENSEE OR AUTHORISED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE LICENSED WORK(S) SHALL BE THE REFUND OF ANY FEE PAID TO THE LICENSOR FOR THE LICENSED WORK(S).

7. INDEMNIFICATION AND FORCE MAJEURE

7.1 Notwithstanding the limitation of liability in clause 6.5, Licensor shall defend, indemnify, and hold the Licensee harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) asserted by third parties against the Licensee which arise out of any act or omission by Licensor that constitutes a breach of Licensor's warranties hereunder.

7.2 The Licensee shall defend, indemnify, and hold Licensor harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from (i) any unauthorised use or dissemination of the Licensed Work(s) by the Licensee or Authorised Users and (ii) any violation of this Agreement or of any third-party's rights by the Licensee or Authorised Users, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights.

7.3 The obligations in clauses 7.1 and 7.2 will survive the termination of this Agreement.
7.4 The Licensee and Licensor shall not be responsible to one another for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.

8. TERMINATION

8.1 The Licensee may terminate this Agreement at any time by deleting the Licensed Works from its computers PROVIDED THAT such termination does not entitle the Licensee to any refund of fees paid for the purchase of the Licensed Works.

8.2 The Licensor may terminate this Agreement forthwith by serving written notice on the Licensee in the event that the Licensee commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. Without limitation, a breach by the Licensee of the provisions of Clause 3.3 above would constitute a material breach of this Agreement.

8.3 The Licensor reserves the right at any time on 30 days notice to the Licensee to terminate this Agreement in respect of any individual title within such Licensed Work(s) due to the Licensor ceasing to have right to authorise copying of such title. Regardless of any future change in respect of publishing rights the licensee is entitled to both store and make available the Licensed Works on the Licensee's own server.

9. GENERAL

9.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights under it may be assigned or sublicensed.

9.2 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Licence, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Licensor shall be marked for the attention of the Group Legal Director. All notices to the Licensee shall be marked for the attention of the person whose contact details are given in the Online Registration Materials.

9.3 This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement in writing signed by both parties.

9.4 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.

9.5 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.

9.6 This Agreement is subject to the laws of The Federal Republic of Germany.

9.7 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

We accept the terms of this Licence:

Duly authorised on behalf of JWGU, Universitaetsbibliothek Johann Christian Senckenberg

Duly authorised on behalf of Oxford University Press
APPENDIX A

LIST OF INSTITUTIONS AUTHORISED TO ACCESS THE LICENSED WORKS (APPENDIX B) AS A RESULT OF THIS PURCHASE AGREEMENT BETWEEN OUP AND JOHANN WOLFGANG GOETHE-UNIVERSITAT, UNIVERSITATSBLIOTHEK JOHANN CHRISTIAN SENCKENBERG

The Licensee, or an authorised representative of the Licensee, shall inform all potential users of the availability of the Licensed Works. Those institutions not already registered for the pre-1996 Digital Archive and wishing to access the content 1996 - 2002 will sign the usual application form and agree to the usage terms in accordance with the terms of this License and send this form together with their contact details and IP Addresses to Licensee who in turn will provide this information to OUP in order for the institutions to be provided with access.

--- 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

There will be no need for any amendment to the licence as and when any eligible institution requests access to the archive.

APPENDIX B

LIST OF TITLES INCLUDED IN THE LICENSED WORKS (1996-2002)

Please see following pages for Appendix B

APPENDIX D

Special Terms for the German National License

Eligible 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

2. Authorized users I

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

3. Authorized Users II
Non-institutional access of individuals is permitted via individual usernames and passwords subject to a requirement of permanent residence in Germany.

4. Metadata are licensed and delivered at no extra costs for non-commercial use by
   --- local catalogues
   --- union catalogues
   --- any other library and information system (including but not limited to search machines)

5. The licence excludes any restrictions of concurrent use.

6. All fees for perpetual access (including any maintenance fees) are included in the prices quoted.

7. Local hosting (in order to give access to eligible institutions and authorized users) of the Licensed Material is offered as an option at no additional costs on the Secure Network or Secure Server of the licensee's choice.

8. The following authentication procedures are accepted by licensor:
   --- IP
   --- Username/Password
   --- Shibboleth
   --- Comparable future developments to be agreed by the parties