Aristoteles Latinus Database

THE LICENCE AGREEMENT

[Vertragsauszug]

Between

Brepols Publishers N.V., having its principal offices at Begijnhof 67, B-2300 Turnhout, Belgium and registered in the Turnhout Register of commerce: HR Turnhout 84.624 Hereafter called the "Publisher"

and

the Licensee

Bayerische Staatsbibliothek

with its principal office at Ludwigstrasse 16

Hereafter called the "Licensee"

The Bayerische Staatsbibliothek represents all university libraries, national and central subject libraries, polytechnic libraries in Germany financed by public funding and authorized independent academic users residing in Germany, hereafter called the "Licensee's Members"

This agreement sets out the terms and conditions under which the Publisher grants a non-exclusive, non-transferable licence to the Licensee and the terms and conditions under which the Publisher shall provide access to the following Databases:

Library of Latin Texts

Aristoteles Latinus Database

Ut per litteras apostolicas ... Papal Letters

Europa Sacra

Hereafter called the "Databases"

Section 1. Definitions

Under this licence agreement, the terms used hereafter are defined as following:

"Databases": the collection of systematically arranged data which are individually accessible by electronic means.

"The Authorized Users": those persons who have access, including remote access, to and use of the Databases through the networks of Licensee's Members, object of this Agreement, in their relationship with the Licensee's Members. Those persons can only be:

   All staff members employed by the Licensee's Members, including temporary staff members
Students accredited by the Licensee's Members; registered users of the library

Independent academic users residing in Germany that will register with the Bayerische Staatsbibliothek and access the Databases via password-controlled access by the Bavarian State Library

Visitors consulting the Databases on-site, in one of the Licensee's Members libraries/or on the campuses, excluding remote access from outside campus or library buildings.

"IP address": a unique string of figures which identifies the computer of an Internet user.

"Extraction": the permanent or temporary transfer of all or a substantial part of the contents of the Databases to another medium by any means or in any form.

Re-utilization": any form of making available to the public all or a substantial part of the contents of the Databases, by distribution of copies, by renting, by on-line or other forms of transmission.

Education": the systematic and - according to accepted principles - organized transfer of elementary and comprehensive knowledge and skills by appointed and competent teachers to individuals or to a group of persons gathered together for that purpose.

"Scientific research": the investigation of any subject of scholarship.

Substantial part": any part of the Databases that can stand on its own as a coherent body of data which can be relevant for a larger audience or that represents a considerable amount of data from the Databases.

Insubstantial part": any part of the Databases which can not be considered to be a substantial part of the Databases.

"Force majeur event": fire, flood, earthquake, elements of nature or Acts of God, acts of war, terrorism, riots, civil disorders, strikes, lockouts, labour difficulties, or any other similar cause beyond the reasonable control of a (non-performing) party.

Section 3. Access

The Publisher and the Licensee undertake to take the necessary steps to avoid that third or unauthorized parties would access and use the Databases.

If:
- the Publisher establishes or should have a reasonable suspicion that unauthorized Users or third parties access and use or possibly use the Databases or if
- the Licensee or one of the Licensee's Members informs the Publisher of such an unauthorized use by telephone, by written or by any other means,

Licensee shall cooperate with the Publisher in the investigation of any unauthorized use of the licensed materials and shall have two (2) weeks to remedy such unauthorized use and prevent its recurrence. If the unauthorized access or use has not been remedied within the two-week period, the Publisher may block the IP address that has been used for unauthorized access to the Databases. The Publisher informs the Licensee or the Licensee's Member of this measure as soon as possible, together with an explanation of the grounds of this measure.

If for reasons that may cause serious damage to the server or the Database of the Publisher the Publisher considers it absolutely necessary to block the IP address that has been used for unauthorized access he may do so. He will inform the Licensee or the Licensee's Member of this measure as soon as possible, together with an explanation of the grounds of this measure. Licensee or Licensee's Member shall cooperate with the Publisher in the investigation of any such unauthorized use of licensed materials or Database.

Section 4. Warranty - Rights of the Licensee and the Authorized User.
[...] All copyright rights to the content and design of the Databases and of the Brepolis environment, the search page and other interfaces, designs and lay-out as well as names, trade marks and logos are owned by the Publisher and/or her partners. The Licensee shall use its best efforts to safeguard the intellectual property and proprietary rights of the Publisher.

The Licensee's Authorized Users are authorized to access the Databases by using an IP address, recognized by the Publisher (cf. section 3). These rights are not extended to Licensee's subsidiaries, parent organizations or to any other affiliated organization or person.

The Licensee, Licensee's Members and Authorized Users are entitled to extract and re-utilize, for non-commercial purposes only, any insubstantial parts of the contents of the Databases.

The systematic extraction and/or re-utilization of insubstantial Parts of the Databases, conflicts with normal exploitation of the Databases and causes prejudice to the legitimate interests of the Publisher and is not authorized.

The Licensee, Licensee's Members and Authorized Users who, for the purpose of illustration for teaching or scientific research, have the intention of using a substantial part extracted from the contents of the Databases, should obtain, prior to use, an authorization in writing from the Publisher. In such a case, the Licensee / Licensee's Members /Authorized User shall always mention the name of the Publisher and the designation of the Databases. Other use of any substantial part is not allowed.

The Licensee or Licensee's Members are not entitled to transfer, sublet or confer the rights - that are granted to him according to the terms of this Agreement - to third parties.

The Licensee, the Licensee's Members and Authorized Users are not entitled to reproduce, distribute, modify, supplement or split the contents or structure of the Databases. Furthermore, neither the Licensee nor the Licensee's Member nor the Authorized User is entitled to rearrange the Databases or to set up derived Databases.

No transfer of copyright is made by this licence.

[...] The Licensee and the Licensee's Members undertake to clearly inform the Authorized Users on the rights that are conferred to the Licensee and Authorized Users according to the terms and conditions of this Agreement.

The Licensee and the Licensee's Members undertake to clearly inform the Authorized Users on the acts which the Licensee and Authorized Users are not authorized to perform.

[...]