

---

**EAST VIEW INFORMATION SERVICES  
NATIONAL LICENSE AGREEMENT GERMANY FOR VOPROSY ISTORII  
DATABASE**

[Vertragsauszug]

This License Agreement ("Agreement") is effective between **East View Information Services**, a private corporation chartered in Minnesota with principal offices at 3020 Harbor Lane North, Minneapolis, MN 55447 USA ("East View") and the Bayerische Staatsbibliothek, Ludwigstrasse 6, 80538 München ("Licensee").

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE**

The materials that are the subject of this Agreement shall consist of East View's Universal Database online content of Voprosy Istorii ("Licensed Materials").

The Licensed Material is:

Voprosy Istorii ([Issues of History], offering scholarly perspectives on events in Russia and the world since 1926. This legendary journal covering Russian and world history was first published under the title Istorik-marksist (Marxist Historian, 1926-1941), then Istoricheskii zhurnal (History Journal, 1937-1945) and finally under the present title (since 1945). This journal has offered scholarly perspectives on events in Russia and the world since 1926. The database publication is full text and full image and has more than 200,000 pages appearing in 950 consecutive issues.

The database is an archive (1926-2006), previously known as Istorik-marksist, Bor'ba klassov and Istoricheskii zhurnal, with continuous updates.

Licensee acknowledges that the copyright and title to the Licensed Materials and any trademarks or service marks relating hereto remain with East View and/or its suppliers. Licensee shall not have right, title, or interest in the Licensed Materials except as expressly set forth in this Agreement.

### **2. USER LICENSE**

This agreement constitutes a non-exclusive, non transferable license to use the Licensed Materials listed in Article 1. The database includes the data, accompanying search and retrieval functionality, and online user documentation.

### **3. AUTHORIZED USE**

Any authorized user may browse, download, and save material included in the Licensed Materials. Single printed copies of individual items may be made for private use or research. Nothing in this Agreement shall be construed to limit the right of any Authorized User to use the Licensed Materials in accordance with the Fair Use provisions of the International copyright law.

All of East View's Licensed Materials are protected by copyright and may not be recompiled, manipulated, used to prepare derivative works, published in another format, or systematically redistributed, including, but not limited to, forwarding email messages to other individuals or institutions, in whole or in part, without written permission from East View.

East View shall have the sole right, at its expense, to bring any action on account of such infringements or unauthorized uses.

Nothing in this Agreement shall make the Licensee liable for breach of the terms of the Agreement by any Authorized User provided that the Licensee did not cause, knowingly assist, or condone the continuation of such

breach after becoming aware of an actual breach having occurred.

The Licensee's rights are limited to itself and all Authorized Users (as defined in Article 4.) and do not extend to subsidiary or parent corporations, or to any other related or affiliated organizations. Any rights not expressly granted in this license are reserved by East View.

[...]

#### **4. ELIGIBLE INSTITUTIONS AND AUTHORIZED USERS**

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

Authorized Users I

Higher Education Institutions: Students including guest students, Faculty including visiting lecturers, Staff and contractors, Walk-In-Users. Remote Access included. Academic Libraries, Research Institutions and Governmental Institutions: Staff, contractors and Walk-In-Users. Remote Access for registered users of authorized Licensee institutions.

Authorized Users II:

Non institutional access of individuals shall be permitted via individual usernames and passwords issued by Bayerische Staatsbibliothek or the group of libraries , amongst the Bayerische Staatsbibliothek , involved in the national licensing initiative, subject to the requirement of permanent residence in Germany.

#### **5. DELIVER/ACCESS OF LICENSED MATERIAL TO LICENSEE**

Access to the Licensed Materials is established through IP authentication, enabling instant access from any computer within a defined IP range or remote access through an established gateway. East View will discuss technical standards such as Shibboleth or comparable future developments with the Licensee for possible future implementation. There is no limitation on concurrent users. Access is granted for academic and personal use, within the usual services of the library. No further distribution or commercial usage of the content is permitted. Copies for personal or academic use and for interlibrary loan (print copies) are permitted. The Licensed Materials are accessible through Microsoft Internet Explorer and Mozilla Fire Fox.

[...]

#### **12. TERMINATION**

If the Licensee breaches any term of this Agreement, East View may, in addition to its legal rights and remedies, terminate this license on 30 days' written notice to the Licensee, if Licensee has not remedied the breach within the 30 days. Upon any termination, the Licensee will forthwith return to East View the Licensed Material and all copies thereof, and will erase all electronic storage copies of the Licensed Material. Any termination, whether or not pursuant to Article 13, will not affect any obligation or liability of a party arising prior to termination, and the provisions of Article 13 will survive any termination.

If the Licensee fails to comply with any of its responsibilities under this Agreement, the Licensee may be denied any and all future updates, without precluding East View from seeking any other remedies.

East View acknowledges that the Licensee comprises many organizations and that in the event that one of these organizations fails to comply with the obligations or breaches the License Agreement, East View will terminate access of the License Material to that organization only, provided that East View reserves the right to suspend services more broadly if it is deemed necessary. East View shall work with the Licensee in good faith to remedy the Licensee's breach or suspected breach.