Columbia International Affairs Online

LICENSE AGREEMENT

Terms for Agreement from Columbia University Press (herein called "CUP") to Universitätsbibliothek Johann Christian Senckenberg Frankfurt am Main - UB Frankfurt - (herein called "Licensee") with respect to access to the Columbia International Affairs Online database (herein called "CIAO").

1. CUP's CIAO site can be accessed by the following eligible institutions, provided they are physically located in Germany, except those categorized under sub-point f.
   a. Higher Education Institutions financed either by public or private funding
   b. National, regional and state libraries
   c. Academic specialist libraries mainly financed by public funding
   d. Research institutions mainly financed by public funding
   e. Governmental institutions
   f. Branches or offices operated outside of Germany by any of the above mentioned types of German institutions

2. CUP's CIAO site can be accessed by the following authorized users at level I, provided such users agree to user terms and conditions as detailed in schedule A:
   a. Higher Education Institutions: Students including guest students, Faculty including visiting lecturers, Staff and contractors, Walk-In-Users. Remote Access for registered users included.

3. CUP's CIAO site can be accessed by the following authorized users at level II, provided such users agree to user terms and conditions as detailed in schedule A:
   a. Non-institutional access of individuals shall be permitted via individual usernames and passwords subject to a requirement of permanent residence in Germany.

4. To the extent reasonably practicable, CUP's CIAO site metadata shall be delivered to Licensee from time to time throughout the Term at no extra costs. The institutions specified in clause 1 shall have the right to use such metadata, during the Term, only for non-commercial purposes in their local catalogues, union catalogues, any other library related information system, including but not limited to library related search engines. It is understood that providing this service is not a commercial purpose.

5. CUP's CIAO license is for usage by the licensee through accessing the server of the licensor without restriction on concurrent use.

6. The price quoted will include access through December 31, 2028 (the "Term") to all materials available from time to time on CIAO, beginning with CIAO's first posting in 1997 and will include updates as they are provided by CUP from time to time, including information from the Economist Intelligence Unit to the extent such information is included within the CIAO database as well as standard service maintenance fees. After expiration of the Term, CUP and licensee will negotiate concerning possible renewal terms including the renewal fee, a reasonable annual maintenance fee, and the renewal term. These details will be agreed upon in a separate document.

7. To the extent reasonably practicable, CUP will deliver cd-roms or similar digital media (within the limits of its copyright restrictions) in the event CIAO ceases operation. These are explicitly for preservation management purposes. Only the community of users described in clause 2 and 3 will have the right and access to this preserved information.
8. CUP can provide authentication procedures by the following:

a. IP

b. UserName/Password

c. Shibboleth-enabled, as soon as possible

d. Comparable future developments to be agreed by the parties

e. All parts of the Licensed Material may be incorporated--in the form of links back to the CIAO site--in electronic course packs, electronic study packs, electronic resource lists, provided such incorporation is for the purpose of study, learning, and/or research. Licensed material may also be incorporated in virtual and managed environments (including virtual learning environments) provided the Licensed Material remains on the CIAO site and is accessed by using links back to the CIAO site.

9. Usage statistics shall be provided compliant to the COUNTER Code of Practice for database reports on a monthly basis as soon as possible, containing the usage of the database at an institutional level. Reports will contain overall usage. The reports shall be delivered no later than three weeks after the end of the previous quarter.

10. This license does not permit materials from CIAO to be shared with libraries that do not match the description in clause 1.

11. Any revision to this agreement and accompanying Schedule A, which is incorporated herein by reference, will be effective only if made in a written document signed by both parties. In the event of any conflict between Schedule A and these Terms, the applicable provision(s) of Schedule A shall govern.

12. Any legal action arising from this agreement shall be brought in the courts of the defending party, and the laws of that jurisdiction in which the defending party has its principle offices will apply in interpreting this agreement.

Schedule A

1. Terms and Conditions of Use

The entire contents of Columbia International Affairs Online, including the User’s Guide and other documentation, are copyrighted materials that are licensed to your institution for use subject to the terms and conditions of this Database License Agreement (“Agreement”). This is a limited license; you have only the use rights specified herein, and all other rights are retained by CUP. Without limitation of the foregoing, you will cease any and all use of or access to CIAO and any other material provided by CUP upon expiration or termination of the Agreement. You must treat all software and databases and their contents like any other copyrighted material, such as a book or musical recording. Any other use, duplication, or distribution of this Database product or its contents in any medium and by any means violates applicable U.S. and international copyright laws and treaties, and you may be subject to prosecution and penalty of law. Columbia International Affairs Online is operated by a nonprofit publisher. Misappropriation for commercial use or further distribution is strictly prohibited. By entering the Web site and using its contents, you are agreeing to these terms. The following are prohibited by law: any reproduction in any media except as licensed; any theatrical, televised, or public display or performance, including unlicensed transmission of any material over a computer network; and the preparation of any derivative work not specified in the attached agreement, including the extraction in whole or in part of any material without the permission of the copyright holder.

2. License for Institutional Access

Subject to the terms and conditions of this Agreement and upon verification of the information on your Registration Form and payment, CUP grants to Licensee and its member institutions a twenty (20) year, nontransferable license for access to all materials included in Columbia International Affairs Online, commencing on January 1, 2009 and continuing through December 31, 2028. An authorized signature on this Agreement indicates that Licensee has accepted the terms of this license.
3. Copyright

Copyright to Columbia International Affairs Online ® [CIAO] ® and its content is owned by CUP, except where third party copyright is noted on content.

4. Access Terms

This Agreement will cover access to the full contents of Columbia Affairs Online available during that term and to all software and search capabilities bundled with Columbia Affairs Online.

This Agreement grants access by means of the Internet domain (range, or ranges, of IP addresses, by user name and password, and/or by Shibboleth) of the institutions described in clause 1 of the Agreement. This Agreement will allow an authorized user as described in paragraph 2 and 3 from the authorized institutions to have access to Columbia International Affairs Online. This Agreement also grants remote access to authenticated users who have a valid user name and password or can access Columbia International Affairs Online through Shibboleth. The institutions in paragraph 1 are responsible for the management and use of names and passwords for users accessing CIAO through Shibboleth or any other authentication procedure. There are no limits on the total number of users from the institutions described in paragraph 1 who may use Columbia International Affairs Online at any one time, but there are limits on the types of users. This Agreement grants access solely to those outlined in paragraphs 2 and 3 from the Agreement.

5. Use of Columbia Online Databases

Any authorized user may search, download, and save material, as appropriate, that is included in Columbia International Affairs Online and may make single printed copies of individual writings for private personal use or research. Multiple copies may be made by teachers for classroom use, provided: that no charge is made for such copies, other than a nominal charge to cover the cost of reprography; that such copies are not made or distributed for commercial advantage. An authorized user may not share hard copies or electronic copies of the materials with anyone who is not an authorized user under this Agreement on a systematic, regular, or frequent basis.

Materials from Columbia International Affairs Online may not be recompiled, manipulated, used to prepare derivative works, or published in another format - including electronic reserves, archive copies, and course packs - without written permission from CUP, except as provided herein.

Licensee will not be held responsible for unauthorized use of Columbia International Affairs Online provided: such use is without the express or implied consent of Licensee; Licensee promptly notifies CUP of any such use of which it becomes aware; and Licensee takes all reasonable steps to stop such activity. Licensee agrees to cooperate with CUP in any investigation of such infringements or unauthorized uses. CUP shall have the sole right, at its expense, to bring any claim or action on account of such infringements or unauthorized uses against Licensee and/or its member institutions. The foregoing notwithstanding, Licensee shall indemnify and hold CUP harmless with respect to any claims, demands, liabilities or costs arising from any breach by Licensee of this agreement.

6. Interlibrary Loan

Licensee may use hard or electronic copies of limited segments derived directly or indirectly from Columbia International Affairs Online for the purpose of interlibrary loan and must comply with Section 108 of the U.S. Copyright Act and with guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines), the text of which is available as part of U.S. Copyright Office Circular 21.

7. Disclaimers

CUP does not warrant that Columbia International Affairs Online are usefully accessible in every hardware/software environment. CUP does not warrant the accuracy or completeness of any information.
contained in the subscribed-to Databases, or their merchantability or fitness for a purpose. CUP will have no
liability to any person for any loss or damage arising out of use of, or inability to use, Columbia International
Affairs Online. Access to and use of Columbia International Affairs Online is at Subscriber's and users' sole
risk.

CUP shall make all reasonable efforts to make the server available to Licensee on the Internet on a 24x7 basis,
excluding normal network administration and system down time, but if access is suspended or interrupted,
liability shall be limited to restoring access to the server as soon as practicable after CUP becomes aware of the
problem.

CUP will have no liability to any person for any loss or damage arising out of use of or inability to use
Columbia International Affairs Online. No credit, refund, or term extension will be granted because of
downtime. The performance of Columbia International Affairs Online is subject to the doctrine of force majeure
and CUP shall not be liable to Licensee or issue any credits for nonperformance or delays in performance
caused by disruption of communications or transportation, wars, acts of terrorism, civil riots, acts of God, or
similar circumstances.