SITE LICENCE AGREEMENT

For

Perpetual Access

to

HSS Digital Archive of select Journals

BETWEEN

Cambridge University Press of The Edinburgh Building, Shaftesbury Road, Cambridge

CB2 8RU, United Kingdom ("the Publisher")

and

Bayerische Staatsbibliothek ("the Licensee")

WHEREAS the Publisher holds the rights granted under this License

AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the license to use the rights for the Fee, subject to the terms and conditions of this License.

IT IS AGREED AS FOLLOWS:

1. KEY DEFINITIONS

1.1 In this License, the following terms shall have the following meanings:

Authorized Users I

- Persons who are not a current student, faculty, member of staff or a contractor of an Authorised Institution, but who are permitted to access the Authorised Institution's information services from computer terminals within the physical premises of such Authorised Institution "Walk-In Users" are also deemed to be Authorised Users, only for the time they are within the physical premises of such Authorised Institution.

Authorized Users II

Non-institutional access of individuals shall be permitted via individual authentication subject to a requirement of permanent residence in Germany.

Commercial Use
The use of the Licensed Material for the purpose of monetary reward (whether by or for the Licensee, an Authorised Institution or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, neither the Licensee Charge nor the recovery of direct cost by Authorised Institutions from Authorised Users, nor use by Authorised Institutions or Authorised Users of the Licensed Material in the course of research funded by a commercial organization is deemed to constitute Commercial Use.

Course Packs

A collection or compilation of materials (e.g. book chapters, journal articles) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.

Electronic Reserve

Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Licensee to its students.

Eligible Institutions

any German: academic specialist library mainly financed by public funding, governmental institution higher education institution financed either by public or private funding national, regional or state library research institution mainly financed by public funding, including any of the above mentioned types of German institutions abroad.

Secure Authentication

Access to the Licensed Material by Shibboleth authentication, InternetProtocol ("IP") ranges, authentication by user name and user password or by another means of authentication agreed in writing between the Licensor and the Licensees from time to time.

Secure Network

A network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current, reasonable practice.

Server

The server, either the Publisher's server or a third party server designated by the Publisher, on which the Archived Materials are mounted and may be accessed.

3. USAGE RIGHTS

3.1 The Licensee, subject to clause 6 below, may:

3.1.1 Allow Authorized Users to have access to the Archived Materials from the Server via the Secure Network.

3.1.2 Provide Authorized Users with integrated access and an integrated author, article title, abstract, and keyword index to the Archived Material and all other similar material licensed from other publishers.

3.1.3 Provide printed or electronic copies of single articles at the request of individual Authorized Users.

3.1.4 Display, download or print the Archived Materials for the purpose of internal testing or for training Authorized Users or groups of Authorized Users.

3.2 Authorized Users may, subject to clause 6 below:
3.2.1 Search, view, retrieve and display the Archived Materials.

3.2.2 Electronically save parts of the Archived Materials for personal use.

3.2.3 Print off single copies of parts of the Archived Materials.

3.2.4 Distribute single copies of parts of the Archived Materials in print or electronic form to other Authorized Users.

3.3 The Licensee may employ third parties (e.g. library networks, other technical infrastructure systems of German libraries or commercial operators) to operate the technical system for Secure Authentication and use of the Licensed Material by Authorised Users.

4. SUPPLY OF COPIES TO OTHER LIBRARIES

4.1 Licensees and the Authorised Institutions may, subject to clause 6 below be allowed to use single paper copies of the content of the Licensed Material (e.g. articles, digitalized books or documents), but no complete journal and/or newspaper issues, unless one article constitutes a complete issue, complete volumes or book or document collections for purposes of inter-library lending and document delivery under existing or future inter-library lending and document delivery systems of German libraries, subject to the following conditions: Fulltexts may be forwarded only as printed copies in paper form, via fax or by ordinary post. Electronic forwarding by way of inter-library lending shall not be permitted. Furthermore, Commercial Use under inter-library lending and document delivery, information agency for commercial purposes, re-distribution to commercial enterprises (e.g. industrial customers) and supply to international library lending shall not be permitted under this licence agreement.

5. PRINTED COURSE PACKS AND ELECTRONIC RESERVE

5.1 The Licensee may, subject to clause 6 below, incorporate parts of the Archived Materials in printed Course Packs and Electronic Reserve collections, resource lists and any other material (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) for the use of Authorized Users in the course of instruction at the Licensee's institution. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Electronic copies of such items shall be deleted by the Licensee when they are no longer used for such purpose. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensee, are visually impaired.

6. PROHIBITED USES

6.1 The Licensee may not:

6.1.1 intentionally remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Archived Materials;

6.1.2 systematically make print or electronic copies of multiple extracts of the Archived Materials for any purpose other than for printed Course Packs and electronic reserves under 5.1;

6.1.3 mount or distribute any part of the Archived Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network and through other networks for interlibrary lending.

6.2 The Publisher's permission must be obtained in order to:

6.2.1 use all or any part of the Archived Materials for any Commercial Use;

6.2.2 systematically distribute the whole or any part of the Archived Materials to anyone other than Authorized Users;

6.2.3 publish, distribute or make available the Archived Materials, works based on the Archived Materials, or works which combine them with any other material, other than as permitted in this License.
8. LICENSEE’S UNDERTAKINGS

8.1 The Licensee and member institutions shall:

8.1.1 use reasonable efforts to inform Authorized Users of the terms and conditions of this License;

8.1.2 use reasonable efforts to monitor compliance and upon becoming aware of any unauthorized use take reasonable and appropriate steps, including disciplinary action, to cease such activity;

8.1.3 use reasonable efforts to issue passwords or other access information only to Authorized Users;

8.1.5 use reasonable efforts to permit only Authorized Users access to the Archived Materials.

8.2 Nothing in this Licence shall make the Licensee or any Member liable for breach of the terms of the Licence by any Authorised User provided that the Licensee and the Member did not cause, knowingly assist or condone the continuation of such breach to continue after becoming aware of an actual breach having occurred.

11. TERM AND TERMINATION

11.1.2 if either party commits a material or persistent breach of any term of this License and fails to remedy the breach (if capable of remedy) within thirty (30) days of notification in writing by the other party. The Publisher acknowledges that the Licensee represents many organizations and that in the event that one of these organizations fails to comply with the obligations or breaches the License Agreement, Publisher will terminate access of the License Material to that organization only.