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## Integrum World Wide

### [Vertragsauszug]

[...]

The Information Agency Integrum World LLC, hereinafter referred to as the "Seller" on the one part and Bayerische Staatsbibliothek, hereinafter referred to as the "Buyer", on the other part have signed the Present Contract for the package of information services Integrum-Profi of the Information Agency of Integrum-Techno given to the Buyer through Internet (hereinafter - Services). The Buyer represents the Members, which include all institutions as defined in 3.1. The Members agree by virtue of their membership to be bound by the terms and conditions of this Licence.

[...]

### **3. The users of National License access**

#### **3.1 Institutions**

The access will be granted to

- German publicly funded research Libraries, Universities and research institutions, i.e.
- Higher Education Institutions financed by public funding and, as an exception, German private Universities located in Germany
- National, regional and state libraries
- Academic specialist libraries financed by public funding
- Research institutions financed by public funding
- Governmental institutions excluding those located outside of Germany and excluding any foreign and international organizations located and/or working in Germany. As an exception access to the Integrum databases will be given to the researchers working in the following German institutions:
- Max Planck institutions listed at <http://www.stiftung-dgia.de/english/index.php> on December 31, 2008
- Institutions listed at <http://www.dainst.org/index.php?id=1&sessionLanguage=en> on December 31, 2008

Any additions to those lists of institutions outside Germany must be accepted by the Seller.

Any institution eligible under this definition can apply for access to the national license. For every application it will be checked by the Buyer whether it meets the definition given above. The Seller can reject institutions which do not meet this definition.

Authorised users at these institutions shall be:

- 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, registered users, contractors and walk-in-users. Remote Access for registered users included.

Remote access is authorized only from German territory. As an exception the Seller will grant passwords for individual provisional free remote access from abroad to the staff members of the authorized academic organizations for the period not more than 1 month on the condition that those individuals are not members of staff of any organization outside of Germany.

The Seller can deny such a remote access from non-German territory provided it violates the provisions of the Contract.

### **3.2 Individual users via remote access**

Private individuals permanently living on the territory of Germany will be able to get access to Integrum services through authorized library gateways after proper registration and identification.

This access should be only for private use and can not be obtained from the premises of any institution not listed in the Contract.

Before getting the remote access from private address, i. e. outside the premises of the institutions authorized by the Contract, the user have to agree with the license where should be clearly noted that the misusers will have to pay Integrum via BSB the price of all documents and services used in their non-private usage, they will lose the rights for the access in the future and that Integrum may initiate appropriate legal steps.

### **3.3. Interlibrary Loan**

Print-outs of small parts of the Integrum database may be used for interlibrary loan purposes within Germany.

[...]

## **5. Obligations of the Buyer**

5.1. The Buyer is obliged:

5.1.1. To use its best efforts to avoid transmission and reselling of the Information product, received from the Seller to the third parties as well as copying of the full databases in any form.

5.1.2. To supply the Seller with the necessary technical information required for the organization of on-line access to the Information product.

5.1.3. To use its best efforts to prevent access to the Information product by any third party.

5.2. The Buyer can use access to the individual documents of the Information product as follows: viewing, copying the documents in the electronic form or printing.

[...]

## **8. General conditions**

[...]

8.2 Nothing in this Licence shall make the Buyer 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

[...]

8.4. In case the Buyer will infringe their obligations [...] of the present Contract the Seller has the right to stop the services. In this case the period of time for which the rendering of services to the Buyer were stopped because of its fault will be settled by the Buyer in full value.

The Seller shall give prior written notice to the Buyer of its intention to terminate the access and shall allow the Buyer 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this contract.

The Seller acknowledges that the Licensee comprises many Members and that in the event that one of these organizations fails to comply with the obligations or breaches the Contract, the Seller will terminate access of the information product to that Member only. The Seller shall work with the Buyer in good faith to remedy the breach or suspected breach.

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