EAST VIEW INFORMATION SERVICES NATIONAL LICENSE AGREEMENT GERMANY FOR VESTNIK EVROPY DATABASE

[Vertragsauszug]

This License Agreement ("Agreement") is effective between East View Information Services, a private corporation chartered in Minnesota with principal offices at 10601 Wayzata Blvd, Minnetonka, MN 55305-1515, USA ("East View") and the Bayerische StaatsBibliothek, Ludwigstrasse 16, 80328 Munich, Germany ("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 Licensed Material is:

VESTNIK EVROPY DATABASE

Vestnik Evropy (1802-1830)[Herald of Europe] is one of the first Russian literary and political journals. Well-known among scholars and researchers of Russian history, this journal played a significant role in the development of Russian literature as well as social thought. Published in Moscow from 1802 to 1830, Vestnik Evropy was founded by Nikolay Karamzin, famous author and historian. Among the journal's contributors were the talented poets Zhukovsky, Derzhavin, Vyazemsky, Batyushkov, and others. Vestnik Evropy published the first poems of Aleksandr Pushkin in 1814.

More than 57,000 pages of text (the complete set) has been digitized with OCR methods and adapted for use in East View's familiar, powerful Universal Database(TM) format. The Old Russian has been adapted into modern Russian orthography. Vestnik Evropy text had to be manually created, and is also normalized to modern Russian

[...]  
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

This offer includes the following 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. [...]

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 subject of requirement of permanent residence in Germany.

5. Course packs and electronic reserves

This license agreement allows the incorporation of parts of the Licensed material in printed and electronic course packs, study packs, resource lists and any other material (including but not limited to multi-media works) and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments is permitted.

6. DELIVER/ACCESS OF LICENSED MATERIAL TO LICENSEE

This offer includes access to the Licensed Materials 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 or comparable future developments with the Licensee for possible future implementation; Shibboleth shall be accepted. 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 browsers which follow the general industry standards.

[...] This offer includes that the Licensed Materials or parts thereof may be compiled, indexed and catalogued (including, without limitation, the Header Data and Abstracts) by Eligible Institutions. Anything thereby created or compiled may be integrated into the Products and Services of Eligible Institutions.

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.
13. FORCE MAJEURE

Neither East View nor the Licensee shall be responsible for any delay or failure in performance resulting from any cause beyond their control.