

## License Agreement

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and

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and

2.) Staatsbibliothek zu Berlin - Preußischer Kulturbesitz ("SBB"), responsible for the Specialized Information Service for Slavic Studies (FID Slawistik), represented by Barbara Schneider-Kempf, having its place of business at Unter den Linden 8, 10117 Berlin,

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**WHEREAS** the parties are desirous to contract on the basis of the terms and conditions of this License.

### IT IS AGREED AS FOLLOWS

#### **(Preamble) The Structure of the Agreement**

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In case of subsequent amendments to this agreement it is understood that each will be comprised and in line with the current version of the Guidelines for the Purchase of Publications in the DFG-funded System of Specialized Information Services for Research (DFG form 12.101-12/12).

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#### **§ 1 Definitions**

1. In this License, the following terms shall have the following meanings:

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user of the Institution. Persons who are not currently a student, member of staff, contractor or registered user of the Institution, but who are permitted to access the Institution's information services from computer terminals or otherwise within the physical premises of the Institution ("walk-in users") are also deemed to be Authorised Users, only for the time they are within the physical premises of the Institution

or:

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The Contractually Defined Users are specified in Schedule 2.

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**e. Institutions:** Higher education institutions financed either by public or private funding; national, regional and state libraries; academic specialist libraries mainly financed by public funding (excl. project funds); research institutions mainly financed by public funding (excl. project funds); governmental institutions; including any of such above mentioned types of German institutions abroad, and all to be specified in Schedule 2.

**f. Intellectual Property Rights:** Patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

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**i. Local Hosting:** Housing, serving and maintaining files on Licensee's Local Hosting Server or on the servers of a third party.

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**n. Secure Authentication:** Method to identify Contractually Defined Users as defined in Schedule 4.

**o. Secure Network:** A network which is only accessible to Contractually Defined Users by Secure Authentication.

**p. Source** (of Licensed Material or Parts thereof): Denomination of the origin of, author of, holder of title in the Licensed Material or Part hereof.

**q. Subscription Period:** The period nominally covered by the volumes and issues of the Licensed Material as identified in Schedule 3, regardless of the actual date of publication.

**r. Term:** Period of time reflecting the duration since coming into force of this License Agreement

2. Headings contained in this License Agreement are for reference purposes only and shall not be deemed to be indication of the meaning of the clause to which they relate.

3. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

## § 2 License grant

1. The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this Licence Agreement, a non-exclusive perpetual licence to access and use the Licensed Material and to allow Institutions and Contractually Defined Users to access and use the Licensed Material hosted on the Publisher's Platform via Secure Network.

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6. Multi-year licenses include an option for early termination for the Licensee.

### § 3 Permitted uses

The Licensee and the Institutions may:

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b. Make the Licensed Material available to the Licensee, the Institutions and the Contractually Defined Users at all times and on a twenty-four hour basis (24/7/365), save for routine maintenance, and to restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of the service (the access interruption shall not exceed 1% in total of a calendar year) as defined in Schedule 4;

c. Ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Licensee, the Institutions and Contractually Defined Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Licence Agreement, as defined in Schedule 4;

d. Make the Licensed Material (incl. full-text, all digital objects, Metadata) available on request by Licensee for Local Hosting on the Licensee's Hosting Server or on the server of a third party. Further details are outlined in Schedule 3

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- in other cases within three months after the request has been made;

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j. Maintain the confidentiality of any data relating to the usage of the Licensed Materials by the Licensee, the Institutions and the Contractually Defined Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form without reference to the Contractually Defined Users or the Institutions. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

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- d. Use all reasonable efforts, including without limitation by use of Secure Authentication, to ensure that only Licensee, Institutions and Contractually Defined Users are permitted access to the Licensed Material;
- e. The Licensee agrees to:

Use all reasonable efforts to monitor compliance with the terms of this Licence Agreement and notify the Publisher and provide particulars - to the extent that this is not prohibited by existing data protection rules - on becoming aware of any of the following: Any unauthorized access to or use of the Licensed Material or unauthorized use of any password(s); Any breach of the terms of this Licence Agreement by an Institution or a Contractually Defined User. Upon becoming aware of any breach of the terms of this License Agreement, the Licensee further agrees to promptly and fully investigate and initiate disciplinary procedures in accordance with the Licensee's or Institution's standard practice and to use all reasonable efforts to ensure that such activity ceases and to prevent any recurrence.

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2. The Licensee may terminate this Agreement by giving notice to the Publisher two months prior to the first anniversary date of this Agreement. The same applies for terminations for subsequent years. In addition Licensees have the option for extraordinary termination as specified in Schedule 3 hereto.
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5. In case of breach by a single Licensee Publisher may only terminate the Agreement or suspend access vis-à-vis the respective Licensee committing the breach. For the other Licensee the agreement remains intact and access is unaffected.

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- The Licensee, the Institutions and Contractually Defined Users co-operate fully with the Publisher in the defence or settlement of such claim; and

- The Publisher has sole and complete control over the defence or settlement of such claim.

3. The Publisher reserves the right at any time to withdraw from the Licensed Material any item or Part of an item which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Publisher shall give written notice to the Licensee of such withdrawal. If the withdrawal results in the Licensed Material being no longer deemed useful by the Licensee, the Licensee may within sixty days of such notice treat such changes as a material breach of this License by the Publisher. Licensee may alternatively claim an appropriate, proportionate reduction of License Fee with regard to the remaining Licensed Material.

4. While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material, the Publisher makes no representation and gives no warranty, express or implied, with regard to the information contained in, or any Part of, the Licensed Material including (without limitation) the fitness of such information or Part for any purposes whatsoever and the Publisher accepts no



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5. In no circumstances will the Publisher be liable to the Licensee for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, or operator errors.

6. The Licensee shall notify the Publisher immediately, provide full particulars in the event that they become aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material and do all things reasonably required to assist the Publisher in such claims. Upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material as long as this claim persists. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a breach of this License Agreement.

7. Nothing in this License Agreement shall make the Licensee or the Institutions liable for breach of the terms of this License Agreement by any Contractually Defined User provided that the Licensee or the Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

8. Save as provided for in § 10.2 and § 10.9 sentence 1, neither the Licensee or the Institutions nor the Publisher shall be liable to the other in contract for slight or ordinary negligence for >

- Any special, indirect, incidental, punitive or consequential damages or

- Loss of direct or indirect profits, business, contracts, revenue or anticipated savings or for any increased costs or expenses.

9. Save as provided for in § 10.2, the liability for damage from injury to life, body or health as well as the liability for damage caused intentionally or by gross negligence is unlimited. Apart from this neither party shall be liable to the other for slight or ordinary negligence, except in the event of negligence which leads to a breach of a contractual obligation, whose fulfillment is indispensable for the proper execution of the contract and on whose observance the contracting party may regularly rely (essential obligation). In case of slight or ordinary negligence which gives rise to a breach of a contractual obligation, however, the liability of all parties for breaching an essential obligation is limited to the damage which may be typically expected during the execution of this agreement.

## **§ 11 Force majeure**

1. Either party's failure to perform any term or condition of this License Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities ["Force Majeure"]) shall not be deemed to be, or to give rise to, a breach of this License Agreement.

2. If either party to this License Agreement is prevented or delayed in the performance of any of its obligations under this License Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused from the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue. The Licensee, however, in the event of non-performance has the right, after fruitlessly setting a reasonable deadline of at least 30 days, to terminate the contract and to demand a refund of the license fee from the Publisher.

## **§ 12 Assignment**

Save as permitted for under this License Agreement, neither this License Agreement nor any of the rights and obligations under it may be assigned by either party without obtaining the prior written consent of the other party, such consent shall not unreasonably be withheld or delayed. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this License Agreement and agrees to be bound to all the terms of this License Agreement. Assignor and Assignee

will be liable to the other party as a joint and several debtor.

### **§ 13 Governing law and dispute resolution**

This License Agreement shall be interpreted and construed according to and governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods). This License Agreement specifies the rights of Publisher, Licensees, Institutions and Contractually Defined Users under the German Copyright Law and other applicable legislation in Germany. For the interpretation and the translation of the License Agreement into German the meaning of legal terms used in US-law and/or British law and/or common law is not relevant; only the German legal understanding ("Rechtsverständnis") is decisive insofar. Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this License Agreement is Munich, Germany.

The parties agree to use best efforts to resolve disputes in an informal manner.>

### **§ 14 Notices**

All notices given pursuant to the License Agreement shall be in writing and may be delivered by hand or by overnight carrier, or shall be deemed received on the date and at the time that the delivery receipt is issued or signed if sent by registered mail ("Einschreiben") or certified mail, return receipt requested ("Einschreiben mit Rückschein"). If any notice is sent by facsimile, confirmation copies must be sent as specified above; if the confirmation copy is delivered without delay the notice shall be deemed received on the date of the transfer of the facsimile. Either party may from time to time change its Notice Address by written notice to the other party.

### **§ 15 General**

1. This License Agreement and its Schedules constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing.
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3. In the event that the Publisher requires Contractually Defined Users to agree to additional terms relating to the use of the Licensed Material ("click-through" licences) or otherwise attempts to impose terms on Contractually Defined Users through online terms and conditions invoked by the mere use or viewing of the Licensed Material, such terms shall not materially differ from the provisions of this Licence Agreement. In the event of any conflict between such terms and this Licence Agreement, the provisions of this Licence Agreement shall prevail. For the avoidance of doubt, Institutions (other than BSB and SBB) and Contractually Defined Users are not a party to this Licence Agreement.
4. The Schedules shall have the same force and effect as if expressly set in the body of this License Agreement and any reference to this Licence Agreement shall include the Schedules. In case of discrepancies between any of the Schedules and this License Agreement the latter shall always take precedence.
5. The invalidity or unenforceability of any provision of this License Agreement shall not affect the continuation in force of the remainder of this License Agreement.
6. The rights of the parties arising under this License Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this License Agreement or of any breach of this License Agreement by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this License Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

7. All indemnification obligations and perpetual licence rights shall survive the expiration or termination of this Licence Agreement.

**Annex:**

Schedule 1: Guidelines for the Purchase of Publications in the DFG-funded System of Specialised Information Services for Research (DFG form 12.101-12/12)

Schedule 2: List of specified Contractually Defined Users (including possible variations on specified products)

Schedule 3: List of Licensed Material (including titles and license conditions)

Schedule 3: List of Licensed Material (including titles and license conditions)

Schedule 5: Bibliographical, structural & descriptive data of the Licensed Material (List of Metadata)

**Schedule 1:**

Guidelines for the Purchase of Publications in the DFG-funded System of Specialised Information Services for Research (DFG form 12.101-12/12), see under: [http://www.dfg.de/formulare/12\\_101/](http://www.dfg.de/formulare/12_101/).

Guidelines for the Purchase of Publications in the DFG-funded System of Specialised Information Services for Research

**I. General Guidelines**

The primary function of the "Specialised Information Services for Research" funded by the DFG is to allow researchers of all disciplines who are based in Germany, irrespective of where they work, fast and direct access to specialised literature and research-specific information that is not available at every institution in the same scope and in the same quantity. This applies equally to electronic and printed resources.

The following guidelines apply to the DFG-funded purchase of research information for use by a specialised information service:

- The purchase is not restricted in any way by the date of publication or the form in which the media to be acquired was published (e.g. print media, electronic media, audio or video).
- Suitable mechanisms must allow products which are purchased for use by a DFG-funded specialised information service to be made available under contract to relevant research users and must be retained and made available for the long term.
- Products/research publications that are generally understood to be a fundamental requirement of a discipline cannot be purchased.
- General works of reference (such as encyclopaedias, national bibliographies, library catalogues and address books) and costly collectors' items (such as special editions of bibliophilic interest) are excluded from purchase.
- To facilitate faster access and to allow wider usage, the digital form of a publication, if it is available, should always be preferred (e-only policy). It is possible to depart from this guideline if it is expedient for scientific purposes or if the purchase and national provision of the electronic version are not possible for practical reasons.
- Purchase of both the printed and the electronic version of a product is only possible in exceptional cases for which particular reasons must be provided.

**II. Guidelines for the Purchase of Electronic Resources**

Libraries providing a specialised information service will be supported in the purchase of digital resources by centres of competence. These centres will handle the purchase of digital resources (licence negotiations) and carry out any technical procedures (involving registration, activation or access platforms, for example). Centres of competence develop purchasing and licensing models which allow specialised information services

to licence electronic media so that they can be made available to a contractually defined user group. They handle negotiations, implement the contract and provide rights management and ensure the technical availability of the licensed products.

Electronic products considered for purchase must satisfy the following prerequisites:

#### **A. Regulations on Purchasing**

1. The licensee is the library responsible for the specialised information service.
2. The license is purchased so that it can be made available to users under suitable contracts.

Users are generally researchers or individuals with access privileges at the following types of institution:

- a) publicly or privately funded higher education and research institutions in Germany,
- b) the German National Library, all regional and state libraries as well as main subject libraries,
- c) primarily publicly funded research libraries and special academic libraries, research institutes primarily funded by the German federal or state governments, including research institutions located abroad but funded by public bodies or primarily publicly funded bodies in Germany, such as the German Historical Institutes.

D) The composition of the subject-specific user groups for whom the licenses are intended can vary widely. The user groups are defined in detail in the licensing contract.

Access to the licensed material is **via a secure authentication process**.

The use of proxy servers is generally possible.

3. The following applies for completed databases, journal archives and completed e-book packages: They are offered for the purchase of permanent access rights through a one-time payment. The purpose of the licence is to grant the non-exclusive, non-transferable right to the licensees and contractually defined user groups for an unlimited time to enable them to use the product via secure authentication, particularly for academic and research purposes. Free access to the vendor's server, generally with no time limit, is included in the licence fee.

For current journals and dynamic databases, the following applies: The purpose of the licence is to grant the non-exclusive, non-transferable right to the licensees for the contractually stipulated term of the licence to enable contractually defined user groups to use the product via secure authentication, particularly for academic and research purposes. Free access to the vendor's server for the duration of the licensing is included in the licence fee.

Products can also be licensed for a limited period of use in exceptional and justified cases.

4. The purpose of the licence for completed databases, journal archives, e-books and their licensed volumes and the formed archive volumes for current journals includes the right to archive the contents on servers owned by the licensees or third parties authorised by the licensees for the purpose of ensuring permanent availability of the contents.

Deviations from this guideline are only possible in exceptional and justified cases. They must be described and reasons must be given in the report.

Exceptions to this regulation are only permitted for dynamic databases, in which the product content continually changes without the old versions being archived. Should the vendor no longer offer the product, the vendor is obligated to supply the licensees with the last version as an archive version.

5. Upon request, the licensor is obligated to physically supply the licensees with the complete product at no additional charge, i.e. including the metadata and all digital objects that are part of the product, on suitable storage media and in suitable data formats as agreed.

a. The licensees may use the data provided in any way they deem suitable in order to make the product accessible to the contractually defined user group while upholding the licence agreements. They may, for this

purpose, integrate the data in technical usage/storage systems (hosting and archiving) of their own or that are operated by a third party.

b. The licensees may commission third parties (e.g. library network systems and other technical infrastructure facilities of German libraries or commercial operators) with the operation of the technical equipment for secure authentication and for the use of the product by the contractually defined user group.

c. The licensees are authorised to use the data to set up value-added services. These include, for example, evaluation services (data mining) and aggregation or integration services in virtual research environments for contractually defined users.

d. In the case of licenses or content which include the use of the product for an unlimited time period, the licensees and third parties commissioned by the licensees are also authorised to take all technical measures necessary to safeguard the long-term storage of the product (in particular, but not limited to the conversion of the data into other formats), or to commission third parties to perform such measures.

e. The data (e.g. metadata, content objects) are to be delivered in open, standardised formats (if possible, PDF/XML and NLM-DTD) and accompanied by documentation.

f. The data are to be delivered in their entirety and are to be identical to the licensed product.

g. The data must be delivered in a standardised character set (utf8 if possible).

6. So that usage statistics can be compiled, the supplier is to provide data broken down by month and where possible in the current standard of the "COUNTER Code of Practice".

7. Multi-year licences must include an option for early termination for the licensee.

## **B. Product Features / Offer Features**

8. The vendor provides the products on its own platform and guarantees high availability (24/7/365).

9. The vendor platform generally offers a sufficiently powerful linking syntax through which all data records and important structural outlining levels can be accessed (e.g. Inbound OpenURL).

10. The vendor platform generally offers linking from references and other bibliographic data records to further services via open interfaces (Outbound OpenURL).

11. The provision of a standardised interface (e.g. Z39.50 or SRU/SRW) for linking to metasearch systems is required for databases, and is at least desirable for e-books and journals.

12. The licensed products are generally accessible via open, standardised and persistent URIs, e.g. DOI or URN.

a. Metadata and content objects must be linked to one another via these URIs.

b. URIs must be resolvable with a resolver so that each individual data record (e.g. article or e-book) can be linked.

13. Content should be usable with widely available tools (e.g. PDF viewer or web browser). The recommendations of the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (web accessibility, valid HTML) should be taken into account.

14. The breakdown of the product into logical units (e.g. assignment of data records to products or of articles to journal titles) must be reflected by the data delivered.

15. If a product is available from multiple vendors, a platform-independent licence should be preferably purchased.

16. As a rule, all products have the option of full text indexing.

17. The integration of functionalities such as OpenLinking, interfaces, personalisation functions, interactive and multimedia elements and even complete multimedia resources such as film archives is preferable.

18. The following additional criteria apply to the purchase of e-books:

a. The offer also includes the option of selecting individual titles.

b. Pre-bundled packages can only be licensed if all of the titles in a package satisfy high scientific quality standards.

c. The products are offered in a widely available format and with widely available reader software. Only in exceptional cases may licensing require the purchase of proprietary reader software. In this case, it is mandatory that the vendor provides standard formats for hosting and long-term archiving at no additional charge.

### **C. Usage Regulations**

19. Use is permitted only within the scope of the services typically provided by libraries to their users, i.e. primarily for research and personal use. Further processing functions, such as downloading and printing digital content for personal and academic use, are part of the licence.

20. The licensee or a third party authorised by the licensee should be permitted to include the licensed content in virtual research tools, such as electronic course packs, virtual research environments and virtual specialised libraries. This should be part of the contractual arrangements.

21. The licensee or a third party authorised by the licensee is permitted to use the metadata in any way suitable for enabling, promoting, facilitating and supporting the use of the licensed product or the individual information objects it contains by the contractually defined users. In particular, the metadata may be indexed for this purpose and, if necessary, integrated by links into local catalogue systems, regional or nationwide union catalogue systems, other library services and information systems operated by third parties (including, but not limited to, search engines). These links facilitate direct access by the contractually defined users to the licensed product and the information objects it contains. All users have the right to use the metadata in this way.

### **D. Open Access Regulations**

22. Where possible, open access rights should be granted for the licensed materials, particularly for journals. The following regulations are recommended: Authors from the contractually defined user group are permitted free of charge to store without delay their articles which appear in licensed journals generally in the form published by the publisher (e.g. PDF) in an (institutional or discipline-specific) repository of their choice and to make them available through open access. The institutions to which the authors belong have the same right. An agreement by which the publisher itself stores articles written by authors from the contractually defined user group in a repository may also be reached.

#### **Schedule 2:**

List of specified Contractually Defined Users>

#### **1. Participating Institutions**

Bayerische Staatsbibliothek

Staatsbibliothek zu Berlin - Preußischer Kulturbesitz

German Higher Education Institutions financed either by public or private funding

German national, regional and state libraries

German academic specialist libraries mainly financed by public funding

German research institutions mainly financed by public funding

German governmental institutions

Including any of the above mentioned types of German institutions abroad

A list of participating members - which will be widened if required by Licensee - will be provided to East View by Licensee before activation of access to the licensed materials. Licensee will provide details as follows:

Licensing institution name and address

Licensing institution contact email address

Licensing institution IP Ranges

## **2. Authorised Users of Participating Institutions**

Individuals who are authorized by the Institution to access the Institution's information services whether on-site or off-site via Secure Authentication and who are affiliated to the Institution as a current student (including but not limited to undergraduates, postgraduates and guest students), member of staff (whether on a permanent or temporary basis including retired members of staff and any teacher who teaches Authorised Users) or contractor or registered user of the Institution. Persons who are not currently a student, member of staff, contractor or registered user of the Institution, but who are permitted to access the Institution's information services from computer terminals or otherwise within the physical premises of the Institution ("Walk-In Users") are also deemed to be Authorised Users, only for the time they are within the physical premises of the Institution.

## **3. Non institutional Access**

Individuals who are authorized by the Licensee for access to the Licensed Material via Secure Authentication are deemed to be Authorised Users. Non institutional access of individuals shall be permitted via individual authentication subject to a requirement of residence in Germany.

Title List Universal Database of Russian National Bibliography

## **Schedule 4:**

### **Standards, Services and Statistics, Standards, Services and Statistics,**

1. Usage statistics shall be provided compliant with the most recent release of the COUNTER Code of Practice. The publisher is a member of COUNTER organization and at present is developing usage statistics according to the COUNTER rules and specifications. The Publisher shall support automatic enquiry of usage statistics through standard interfaces. The statistic reports indicate the use of the back files separately from the use of current volumes if applicable and must be supplied not later than three weeks after the end of each quarter. In case IP addresses are being activated for individual authorized Institutions or Shibboleth is used for access control the statistics are to be provided in separate lists containing the use of the individual titles by each authorized Institution. Usage statistics for the use by individual subjects shall not include any personal data. In case of national licenses the usage statistics shall include the identifier of the Institutions supplied by licensee (WIB-number).

2. Secure Authentication methods shall include Internet Protocol (IP) ranges as well as authentication with username and password or other methods that are to be agreed upon in writing between the Publisher and the Licensee. The Publisher, at the time of signing of this Agreement, does not offer Shibboleth. The use of proxy servers is permitted as long as any proxy server IP addresses provided limit remote or off-campus access to Contractually Defined Users. Exchange of IP data: Publisher should implement automatic synchronisation mechanisms for IP data provided by the Licensee if applicable.

3. Customer support services to Licensee, Institutions and Contractually Defined Users must be provided via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Licensed Material within 24 hrs of request. In case of outage access shall be reinstated within 48 hrs of request. Any subsequent day of outage shall result in a proportionate refund of the Licence Fee. Publisher informs Licensee of expected outages via e-mail or RSS feeds. Auto Alerts: The Publisher shall provide the Contractually Defined Users with current awareness services, e.g. RSS feeds, alerting e-mails.

4. In case of A&I databases: Outbound Linking: Publisher enables outbound OpenURL links for all records. These links include all relevant bibliographic Metadata, a source identifier and the character encoding in use. In case of fulltext material: Outbound Linking for References: Publisher enables outbound OpenURL links for all references. These links include all relevant bibliographic Metadata, a source identifier and the character encoding in use.

5. Transfer of Titles: The Publisher shall comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers. In addition, the Publisher shall use best efforts to ensure that the Licensees do not lose access to the Licensed Material subject to this Licence Agreement. The Publisher will use all efforts to retain a non-exclusive copy of the volumes published and make them available free of charge through the Publisher's Platform. Alternatively the transferring Licensor shall use best efforts to assign all rights and obligations of this Licence Agreement to the receiving Licensor and ensure that any archival and perpetual access rights that have been granted shall be honored, especially that the receiving Licensor will provide access to the Licensee to the volumes published until the date of the transfer of the respective title. At the latest 6 months after the first announcement of the transfer, Publisher shall give a written notice to the Licensee about the outcome of negotiations with the receiving Licensor regarding the rights of the Licensee and the before mentioned alternatives of providing access to the transferred title(s). In the event that the Publisher ceases to publish a Part or Parts of the Licensed Material, a digital archive will be maintained of such Licensed Material and will be made available free of charge through the Licensor's Platform or via a third party server and by supplying such material free of charge to the Institution.

If the Publisher acquires works that become subject to this Licence Agreement, he will use best efforts to acquire rights to perform under this Licence Agreement, including but not limited to perpetual access rights.

6. User Interface: The Publisher shall comply with the level A of the Web Accessibility Initiative (WAI) Guidelines of the World Wide Web Consortium (W3C) and use all best efforts to comply with the level AA of the WAI Guidelines of W3C.

7. Notifications: All substantial changes on the interfaces, including, but not limited to user interfaces, inbound linking syntax or delivery formats shall be communicated two months in advance. If possible and applicable, Licensee should have access to a preview of the new interface.

8. In case of A&I databases: Search API: The Publisher shall offer a standardised interface to enable metasearch, e.g. Z39.50 or SRU/SRW. Details shall be subject to a special agreement between the Publisher and the Licensee.

#### **Schedule 5:**

Bibliographical, structural & descriptive data of the Licensed Material (List of Metadata)

The Licensed Material shall be delivered to the Licensee by using open, standardized formats and accompanied by documentation

- For Metadata this shall be: MARC21 or ONIX, (for eBooks in particular)

- For full texts this may be: PDF and/or HTML/XML

Metadata should be delivered in machine-readable form (preferably UTF-8) and as comprehensive as possible; this includes but is not limited to: ISBN and ISSN; DOI, author, date of publication, Licensor, place of publication; if available also tables of contents, prefaces, abstracts, flap texts. Each dataset must contain a unique and unalterable identification number. Methods for the delivery of metadata include FTP (File Transfer Protocol), OAI-PMH (Open Archives Initiative Protocol for Metadata Harvesting) and B2B (Business to Business). Delivery shall be through an interface mutually agreed upon.

The Licensed Material shall be delivered in its entirety and shall be identical with the licensed product. The organization of the product into logical units (e.g. assignment of data records to products, of articles to journal titles) must be reflected by the data delivered.

The data delivery is accompanied by a documentation of the formats, character sets and MIME types used.



Delivery shall be on a mutually agreed medium.

Data elements and the metadata set adhere to the requirements specified in the paper "Anforderungen der deutschsprachigen Verbundsysteme und der Deutschen Nationalbibliothek an Metadatenlieferungen zu E-Books und E-Book-Paketen 2013" by the Consortium of Library Networks.

<http://d-nb.info/104233336X/34> (urn:nbn:de:101-2013092601)

Provision of follow-ups, updates and deletions are handled as specified in the paper "Anforderungen der deutschsprachigen Verbundsysteme und der Deutschen Nationalbibliothek an Metadatenlieferungen zu E-Books und E-Book-Paketen 2013" by the Consortium of Library Networks. >

<http://d-nb.info/104233336X/34> (urn:nbn:de:101-2013092601)

Follow-up deliveries of newly added titles and editions are provided by activation via the usual channels. If the Licensor makes changes or corrections to the metadata, the data sets will be provided again in the form of separate update deliveries. If the data corrections cannot be supplied separately but only together with new titles, the individual data sets must be clearly identified as "new" or "corrected". Corrected sets are delivered with the same ID number. If the Licensor deletes titles or editions from its e-book portfolio (e.g. because the author has withdrawn the publication rights), the relevant metadata records shall be provided again in the form of separate deletion deliveries. If the deletions cannot be supplied separately but only together with new or corrected titles, the individual data sets must be clearly identified as "new", "corrected" or "deleted".