1. Grant of Licence for Licensed Materials and Licence Fee

1.1 The material that is the subject of this Agreement is electronic information published or otherwise made available by the Licensor and is described as Confidential Print: Middle East, 1839-1969 (hereinafter referred to as the "Licensed Materials" (where such term shall include any part of the Licensed Materials, and any data or information extracted from the Licensed Materials).

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1.4 Save for the rights granted by the Licensee to the Authorised Users, the Licensee shall not grant sub-licences, in whole or in part, of any of the rights granted under this Agreement, or sub-contract any aspects of exploitation of the rights licensed to it, without the Licensor's prior written consent.

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- Participating Institutions
A list of Participating Institutions - which can be widened if required - will be provided to the Licensor by the 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) Individuals who are authorised by the the Licensees or the Participating 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.

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(2) store in electronic format in secure electronic data files or print a reasonable portion of the Licensed Materials for use only in connection with specific courses of instruction offered by the Licensee;

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2.6 For the avoidance of doubt, nothing in this Agreement is intended to limit in any way whatsoever the Licensee's rights under the fair dealing provisions set out in the Copyright Designs and Patents Act 1988 (as may be re-enacted or modified) or if such acts take place outside the UK, in accordance with any equivalent legislation applicable in that territory (for example under the US Copyright Act of 1976, 17 U.S.C. § 107 and uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with
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3.1 Save as set out in this Agreement, the Licensee shall not:

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3.1.2 modify, change or develop the Licensed Materials in any way or create a derivative work of the Licensed Materials;

3.1.3 remove, obscure or modify any copyright, trade mark or other notices included in the Licensed Materials;

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3.1.5 remove, bypass, circumvent, neutralise, or modify any of the technological protection measures used for the Licensed Materials.

3.2 In order to protect the integrity of server performance for the Licencee's customers, automated extraction of data directly from the Licensed Materials (for example only, by the use of data mining software) is only permitted subject to obtaining the Licensor's prior written consent and if such automatic extraction of data does not affect the performance of the Licensor's servers. In the event that the Licensor's servers are negatively impacted, the Licensor reserves the right to decline and prevent access to the Licensed Materials to stop any disruption to the Licensor's business. The Licensed Material may be used for text and data mining to enhance services, to encourage scholarship, teaching and learning and to conduct research by the Licensee and Authorised Users according to the following principles, as long as the purpose is not to create a product for use by third parties that would substitute the Licensed Material: Raw data may be extracted from the Licensed Material. Text and data mining may be performed on the unchanged Licensed Material or on extracted data (including but not limited to reproducing, storing, adapting, assembling large collections or extracting substantial portions of data and analysing them). The raw data is research data and may be stored, published and distributed in any medium or form under any licence in order to ensure reproducibility and sustainability, as long as the Licensed Material cannot be reconstructed in its original, human readable form. The Licensor will cooperate with Licensee and Authorised Users as reasonably necessary in making the Licensed Material available in a manner and form most useful to the Licensee and Authorised Users. Attribution must be made to the Licensor in an appropriate manner and form.

3.3 Before the Institution makes available any of the Licensed Materials to the Authorised Users, the Institution shall use industry standard practices and systems available to ensure that all Authorised Users are aware of end user terms and conditions of use of the Licensed Materials that:

(1) require Authorised Users to comply with all applicable laws in using the Licensed Materials;

(2) state that the Licensed Materials being supplied are only for the Authorised User's personal use;

(3) prohibit reproduction or distribution of Licensed Materials that violates applicable law;

(4) contain a reservation for the Licensor of all Intellectual Property and other rights in the Licensed Materials; and

(5) set out the limitations on access and use of the Licensed Materials as set forth in this Agreement.
(collectively, the "Terms of Use"). The Licensee shall provide a copy of such Terms of Use to the Licensor should this be requested by the Licensor.

4. Access to the Licensed Materials and hosting

4.1 Upon the Effective Date and providing the Licensee has returned a signed copy of ....

4.2 In relation to data mining projects, on written request and subject to the Licensee complying and continuing to comply with the provisions of this Agreement, the Licensor will make available in XML format the document level metadata and, where available, a full text data set contained within the Licensed Materials (the "Data"... for data/text mining purposes. To ensure data security the delivery method will be at the sole discretion of the Licensor. The Licensee shall treat the Data as confidential information in accordance with Section 9 of this Agreement, shall only use the Data in accordance with the permitted purposes as set out in this Agreement and shall not permit any third party to use the Data.

4.3 The provisions set out in Appendix B are part of this Agreement.

[...]

8. Suspension of access to Authorised Materials

8.1 In the event of any unauthorised use of the Licensed Materials by an Authorised User or the Licensee, the Licensor may suspend or terminate the relevant Licensee's access to the Licensed Materials until the circumstances of unauthorised use are resolved to the Licensor's satisfaction, and/or terminate this Agreement in relation to the breaching Licensee if, after serving a written notice on the Licensee identifying the nature of the breach, the Licensee does not remedy the breach within a period of thirty (30) days after the receipt of the written notice. However nothing in this License Agreement shall make the Licensee liable for breach of the terms of this License Agreement by any Authorized User provided that the Licensee did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred. In case of breach by a single Licensee Licensor 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.

(1)

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[...]

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[...]
Appendix B

Shibboleth access is available for all institutions based in Germany.

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