MODEL LICENCE AGREEMENT

Entwurf,Stand 28.09.2010

This Licence Agreement is made ___ of ___ 20XX between:

[FULL LEGAL NAME OF PUBLISHER] having its registered office at [insert address] (hereinafter called "Publisher").

And

[FULL LEGAL NAME OF LICENSEE], having its principal place of business at [insert address] (hereinafter called "Licensee").

WHEREAS [insert brief product description], further specified in Schedule 2

WHEREAS the [insert product name] and all intellectual property rights therein are owned by or duly licensed to the Publisher;

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

[Optionaler Zusatz: bei entsprechender Vertragshistorie] **WHEREAS** the parties have concluded previous agreements…

IT IS AGREED AS FOLLOWS

§ 1 Definitions

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

   a. **Authorised Users:** individuals who are authorised 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.

   [Optionaler Zusatz: nur möglich bei flächendeckenden Nationallizenzen] Authorised User means as well any individual subject to the requirement of permanent residence in Germany that has completed a suitable registration procedure as long as such registration remains in effect.

   b. **Commercial Use:** the use of the Licensed Material for the purpose of monetary reward (whether by or for the 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, the use by the Institution or Authorised Users of the Licensed Material in the course of research funded by a commercial organisation is not deemed to constitute Commercial Use. Recovery of costs is not being deemed Commercial Use.

The use of Metadata by search engines does not constitute Commercial Use as long as that Metadata is not sold, lent, distributed or otherwise re-licensed via that search engine or the access to that Metadata on that search machine is exclusively being charged for.

c. **Educational Purposes:** The use for the purpose of education, teaching, distance learning, private study and/or research.

d. **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 such above mentioned types of German institutions abroad, and all to be specified in schedule 1.

e. **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.

f. **Licence Fee:** The fee as set out in Schedule 3. The fee shall be in line with the offer agreed between the Licensee and the Publisher.

g. **Licensed Material:** The material listed in Schedule 2.

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

i. **Metadata:** Bibliographical, structural & descriptive data of the Licensed Material as defined in Schedule 5.

j. **Secure Authentication:** Method to identify Authorised Users as defined in Schedule 4.

k. **Secure Network:** A network which is only accessible to Authorised Users by Secure Authentication.

l. **Subscription Period:** The period nominally covered by the volumes and issues of the Licensed Material as identified in Schedule 2, regardless of the actual date of publication.

2. Headings contained in this Licence Agreement are for reference purposes only and shall not be deemed to be an 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 Licence 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 Authorised Users to access and use the Licensed Material hosted on the Publisher’s server via Secure Network.

2. The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this Licence Agreement, a non-exclusive perpetual (licence) right to host the Licensed Material on Licensee's Local Hosting Server or on the server of a third party, allow the Institutions to communicate the Licensed Material via a Secure Network to Authorised Users, to allow Authorised Users to access and use the Licensed Material via Secure Authentication. The Licensee is further permitted to make such copies or re-format the Licensed Material contained in the archival copies supplied by the Publisher in any way to ensure their future preservation and accessibility in accordance with this Licence.

3. The Publisher hereby grants to the Licensee and the Institutions, subject to and in accordance with the terms of this Licence Agreement, a non-exclusive perpetual licence for the Metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search machines of the Institutions and third parties.
4. Access shall be granted without restriction to concurrent use.
5. In consideration for the Publisher's licensing of the Licensed Material pursuant to this Clause, Licensee undertakes to pay to the Publisher the Licence Fee in accordance with the provisions of Schedule 3.
6. In addition, the licences granted in § 2.1, § 2.2 and § 2.3 above are free of charge to the relevant special collection field library subject to an agreement between Licensee and such Special Collection Field Library incorporating the terms and conditions of this licence. Additional Local Hosting arrangements for individual Institutions shall be subject to a special agreement between the Publisher and the Institution.

§ 3 Permitted uses

1. The Licensee and the Institutions may:
   a. Make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material by Authorised Users, provided that such use is subject to all the terms and conditions of this Licence Agreement;
   b. Provide Authorised Users with an integrated access and index to the Licensed Material and all other similar material licensed from other publishers. The Licensed Material or parts thereof may be compiled, indexed and catalogued (including, without limitation, the header data and abstracts) by the Licensee and the Institutions. Anything thereby created or compiled may be integrated into the products and services of the Institutions. Metadata may be integrated into any other library and information system (including but not limited to search engines of commercial corporations provided that the Metadata is not sold, lent, re-licensed, or distributed in any manner that violates the terms and conditions of the licence). The Licensed Material can be integrated without restriction (including, but not limited to) digital course reserve collections, in virtual research environments in which authorised institutions participate as well as in the virtual specialised libraries operated by authorised institutions. The Licensed Material may be used to perform and engage in textmining/data mining activities, including but not limited to full text indexing. Notwithstanding the above-mentioned rights the use of Licensed Material shall be limited to Authorised Users.
   c. Supply to a user of another library (whether by post, fax or secure electronic transmission, whereby the electronic file is deleted immediately after printing) a single paper copy of an electronic original of an individual document.
   d. Run test routines, verifying access to all licensed items. Testing conditions will be clearly defined. Usage generated by test runs will not be part of the usage statistics delivered,
   e. Allow Authorised Users to:
      - Access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;
      - Electronically save parts of the Licensed Material;
      - Print out single copies of parts of the Licensed Material;
      - Incorporate parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in 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) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and author. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorised Users;

- Incorporate parts of the Licensed Material in printed or electronic form in assignments and portfolios, theses and in dissertations ("the Academic Works"), including reproductions of the Academic Works for personal use and library deposit. Reproductions in printed or electronic form of Academic Works may be provided to sponsors of such Academic Works. Each item shall carry appropriate acknowledgement of the source;
- Provide single printed or electronic copies of single articles at the request of other individual Authorised Users;
- Display, download and print parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for training other Authorised Users;
- Publicly display or publicly perform parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other such similar activity;
- Make such copies of training material and network such training material as may be required for the purpose of using the Licensed Material in accordance with this Licence Agreement;
- Deposit in perpetuity the learning and teaching objects as referred to in § 3.1.b on servers operated by the Institution. The use of such material shall be limited to Authorised Users.

f. In case of technical breakdowns (including but not limited to downtimes of the publisher platform or to incorrect administered IP ranges) provide Institutions or Authorized Users with electronic copies of single articles of the Licensed Material.

2. Authors from Institutions are granted permission free of charge to store their articles which are part of the Licensed Material generally in the form published by the publisher (e.g. PDF) with a maximal time embargo of one year in an (institutional or discipline-specific) repository of their choice and to make them available in Open Access. The same permission is granted to Authorised Institutions to which the respective authors are affiliated.

3. This Licence shall be deemed to complement and extend the rights of Licensee, the Institutions and Authorised Users under the German Copyright Law and other applicable legislation in Germany and nothing in this Licence Agreement shall constitute a waiver of any statutory rights held by the Institutions and Authorised Users from time to time under these Legislations or any amending legislation.

§ 4 Restrictions

1. Save as provided herein, Licensee, the Institutions and Authorised Users may not:

   a. Sell or resell the Licensed Material unless the Licensee, an Institution or an Authorised User has been granted prior written consent by the Publisher to do so;

   b. Remove, obscure or modify copyright notices, text acknowledgment or other means of identification or disclaimers as they appear;

   c. Alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Licence Agreement. For the avoidance of doubt, no alteration of the words or their order is permitted;

d. Display or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network or unless permitted in this Licence Agreement;

e. Use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes.

2. This Clause shall survive termination of this Licence Agreement for any reason.

§ 5 Responsibilities of the publisher

1. The Publisher agrees to:

a. Make the Licensed Material perpetually available to the Licensee and Authorised Users from the commencement of this Licence Agreement and after termination of this agreement at no additional cost on the Publisher's Server by Secure Authentication as defined in Schedule 4;

b. Use all reasonable endeavours to make the Licensed Material available to the Licensee, the Institutions and Authorised Users at all times and on a twenty-four hour basis, 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);

c. Use all reasonable endeavours to ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Institutions 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;

d. Make the Licensed Material available on request by Licensee for Local Hosting on the Licensee's Hosting Server or on the server of a third party at no additional costs;

e. Deliver the Licensed Material to Licensee as specified below

- in case of current content provided for Local Hosting immediately after publication;
- in case of post-cancellation rights six months after cancellation/publication;
- in case of withdrawal of Licensed Material or any part of it before removal from Publisher's server;
- in case of termination of this agreement immediately after termination;
- in other cases within three months after the request has been made;

f. The Licensed Material shall be delivered according to the standards as defined in Schedule 5.

g. Supply the correct and complete Metadata as well as updates from time to time in machine-readable form at no additional costs. The Metadata shall be delivered as specified in Schedule 5.

h. Provide electronic product documentation to the Licensee free of charge. The Publisher will allow copies of all documentation to be made and distributed by the Licensee to the Institutions and Authorised Users provided it is either duplicated in full, or a proper ownership acknowledgement is included;

i. Provide the standards, services and statistics set out in Schedule 4.

j. Maintain the confidentiality of any data relating to the usage of the Licensed Materials by the Institutions and its Authorised 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 Authorised Users or 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.

§ 6 Responsibilities of the Licensee

1. The Licensee agrees to:
   a. Issue passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not divulge their passwords or other access information to any third party;
   b. Provide lists of valid IP addresses to the Publisher and update those lists on a regular basis;
   c. Use all reasonable efforts, including without limitation by use of Secure Authentication, to ensure that only Authorised Users are permitted access to the Licensed Material;
   d. Use all reasonable efforts to ensure that all Institutions and Authorised Users abide by the terms of this Licence Agreement;
   e. 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 unauthorised access to or use of the Licensed Material or unauthorised use of any of the Institution's password(s);
      - Or any breach by an Institution or an Authorised User of the terms of this Licence Agreement. Upon becoming aware of any breach of the terms of this Licence Agreement, the Licensee further agrees promptly to fully investigate and initiate disciplinary procedures in accordance with the Institution's standard practice and to use all reasonable effort to ensure that such activity ceases and to prevent any recurrence.

§ 7 Licence Fee

1. The Publisher will invoice Licensee and/or Institutions for the Licence Fee payable at the addresses specified in Schedule 3.
2. The licence model and the terms of payments to the Publisher are set out in Schedule 3 hereto.

§ 8 Term and termination

1. a) [*Einmalkäufe*] This Licence Agreement shall commence on the date of signature and will remain in full force and effect in perpetuity.

   b) [*Laufende Lizenzen*] This Licence Agreement shall commence on the date of signature and continue until *[insert date]*.
2. The Licensee may terminate this Agreement and any Institution its participation 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.
3. Any party may terminate this Agreement at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Agreement if, after serving a

written notice on the other identifying the nature of the breach, the defaulting party does not remedy the breach within a period of thirty (30) days after the receipt of the written notice.

4. Upon material breach or repeated other breaches of an Institution or its Authorized Users, the Publisher shall cease to authorise online access to the Licensed Material only by the Institution responsible for the breach and the Authorised Users affiliated to it.

5. *[Nicht für Lizenzen ohne Archivrechte]* After termination of this Agreement the Publisher shall provide (at the option of the Licensee) the Licensee, the Institutions and its Authorised Users with access to and use of the Licensed Material. For the avoidance of doubt access and use of archival copies shall be subject to the terms and conditions as set out in § 3 and § 4 of this Agreement. In case of termination of this Agreement by the Publisher due to a material breach access to and use of the Licensed Material shall only be on Licensee's Local Hosting server according to § 2.2.

6. On termination of this Agreement by the Licensee due to a material breach or repeated other breaches by the Publisher, the Publisher will reimburse the Licensee a pro rata proportion of the then remaining Licence Fee for the unexpired part of the Subscription Period.

§ 9 Acknowledgement and protection of Intellectual Property Rights

1. Licensee acknowledges that all Intellectual Property Rights in the Licensed Material are the property of the Publisher or duly licensed to the Publisher and that this Licence Agreement does not assign or transfer to the Licensee any right, title or interest therein except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Licence Agreement.

2. For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by the Licensee or the Institutions as a result of local hosting, text mining or data mining of the Licensed Material shall be the property of the Licensee, or the Institution.

§ 10 Representation, warranties and indemnification

1. The Publisher warrants to the Licensee that the Licensed Material and all Intellectual Property Rights therein are owned by or licensed to the Publisher and that the Licensed Material used as contemplated in this Licence Agreement does not infringe any Intellectual Property Rights of any natural or legal person. The Publisher agrees that the Licensee shall have no liability and the Publisher will indemnify, defend and hold the Licensee harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Licensee in defending against any third party claim of Intellectual Property Rights infringements or threats of claims thereof with respect of the Licensee's, the Institution's or Authorised Users use of the Licensed Material, provided that:

    - The use of the Licensed Material has been in full compliance with the terms and conditions of this Licence Agreement;
    - The Licensee provides the Publisher with prompt notice of any such claim or threat of claim;
    - The Licensee co-operates 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.

2. *[Nur für Lizenzen ohne Archivrechte]* The Publisher reserves the right to change the content (including removal of an entire journal on ceasing to have the right to publish), presentation, user facilities or availability of parts of the Licensed Material and to make changes in any software used to make the Licensed Material available at their sole discretion. The Publisher

shall give written notice to the Licensee of any substantial change to the Licensed Material. If the change 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.

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.
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 liability for loss suffered or incurred by the Licensee, an Institution or Authorised Users as a result of their reliance on the Licensed Material.
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, unauthorised access, theft, or operator errors.
6. The Licensee and Institutions 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 Licence Agreement.
7. Nothing in this Licence Agreement shall make the Licensee or the Institutions liable for breach of the terms of this Licence Agreement by any Authorised 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 § 10.1, neither the Licensee or the Institutions nor the Publisher shall be liable to the other in contract or negligence or otherwise 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. No party limits its liability for
    - Death or personal injury to the extent it results from its negligence, or of its employees or agents in the course of their engagement; and
    - Its own fraud and gross negligence or that of its employees or agents in the course of their engagement.
10. Responsibility for all damages caused by violation of this Agreement or law is limited to 50% of the amount of the Licence Fee or 50% of the annual Licence Fee, if applicable.

§ 11 Force majeure

1. Either party's failure to perform any term or condition of this Licence 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 Licence Agreement.
2. If either party to this Licence Agreement is prevented or delayed in the performance of any of its obligations under this Licence 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.

§ 12 Assignment

Save as permitted for under this Licence Agreement, neither this Licence 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 Licence Agreement and agrees to be bound to all the terms of this Licence Agreement.

§ 13 Governing law and dispute resolution

1. This Licence Agreement shall be interpreted and construed according to and governed by the laws of the Federal Republic of Germany.
2. The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director of the Publisher and the current Director of the Licensee. Where the parties agree that a dispute arising out or in connection with this Licence Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
3. Any person to whom a reference is made under § 13.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.
4. Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
5. The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

§ 14 Notices

All notices required to be given under this Licence Agreement shall be given in writing and sent to the relevant addressee at its address set out below, or to such other address as may be notified by either party to the other from time to time under this Licence Agreement, and all such notices shall be deemed to have been received seven (7) days after the date of posting in the case of recorded delivery or three (3) days after the date of despatch in the case of courier:

If to the Licensee:

[insert Name and Adress of Licensee]

If to the Publisher:

[insert Name and Adress of Publisher].

§ 15 General

1. This Licence 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.
2. The Schedules shall have the same force and effect as if expressly set in the body of this Licence Agreement and any reference to this Licence Agreement shall include the Schedules.
3. The invalidity or unenforceability of any provision of this Licence Agreement shall not affect the continuation in force of the remainder of this Licence Agreement.
4. The rights of the parties arising under this Licence Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Licence Agreement or of any breach of this Licence 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 Licence 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.
5. Institutions are free not to be party to this agreement. They may enter into their own agreement with the Publisher and participate in the conditions of this Licence Agreement.

IN WITNESS the hands of the above parties on the date first above written:

Signed on.....	Signed on.....
for and on behalf of [insert Name of Publisher]	for and on behalf of [insert Name of Licensee]
By …….....….	By …….....….

SCHEDULE 1: Institutions

This list will be delivered by Licensee and may be updated from time to time to reflect mergers between institutions, changes in the legal name of an institution and to include new institutions.

[List of Institutions]

SCHEDULE 2: Licensed Material

The Licensed Material consists of the following titles:

Journal title	ISSN	Fulltext available back to

Machine-readable title list

In addition, the Licensed Material is specified by a machine-readable title list (if applicable), provided by Publisher to Licensee at the time of signature of this Licence Agreement and updated regularly, but at least once a year.

The title list shall include separate entries for all previous title, with their own set of identifiers and coverage dates corresponding to the period the titles was used.

The Publisher shall cooperate with providers of link resolvers and ERM systems, and share the machine-readable title lists with every update. The KBART Recommended Practice should be taken into account, see http://www.uksg.org/kbart.

The list includes all available entitlements (e.g. journals, books, monographic series) in a structured and machine-readable format (e.g. tab-delimited/CSV or XML encoded as UTF-8), including

	Column Name	Format	Description	E-Books	Current Journals	Journal Backfiles
1.	publication_title	string	publication title	X	X	X
2.	title_id	string	publisher specific token for this publication			
3.	print_identifier	string with hyphen	identifier of print version (i.e., ISSN, ISBN, etc.)			
4.	online_identifier		identifier of electronic version (i.e., eISSN, eISBN, etc.)			
5.	start_issue	integer, no double issues nor double volumes*	first issue of licensed period		X	X
6.	start_volume		first volume of licensed period		X	X
7.	start_year		first year of licensed period	X	X	X
8.	end_issue		last issue of licensed period (or blank, if coverage is to present)			X
9.	end_volume		last volume of licensed period (or blank, if coverage is to present)			X
10.	end_year		last year of licensed period (or blank, if coverage is to present)			X
11.	moving_wall	+/-<n>V +/-<n>M +/-<n>I **	moving wall of licensed period			
12.	title_url	string	title-level URL	X	X	X
13.	publisher_name	string	publisher			
14.	place	string	place of publisher			
15.	first_author	string	first author (for monographs)			
16.	ZDB-id	string	ZDB-ID if known			
17.	remarks	string	remarks by publisher			

* avoid double issues, double volumes or double years, e.g. if start_issue was 1 / 2 or 1-2 preferably output start_issue:1

** meaning only/excluding the most recent <n> (M)onths, (Y)ears

SCHEDULE 3: Licence Model/ Licence Fee

1. Licence Model:
   [Beschreibung des Lizenzmodells, ggf. unter Beachtung der Allianz-Grundsätze]

2. Licensee shall cause the Publisher to be paid the total Licence Fee of

   _____

   as payment for the Licensed Material and the Metadata and the rights granted in this Agreement.

3. **[insert Name and Address of Licensee].**

SCHEDULE 4: Standards, Services and Statistics

1. Usage statistics shall be provided compliant with the most recent release of the COUNTER Code of Practice organised by month, whereby the statistics are to separately list the use of the individual titles by each authorised Institution and for non-university research organisations, for the individual institutes or subunits if applicable [and the use of private persons – *optionaler Zusatz: nur möglich bei flächendeckender Nationallizenz*]. The statistics reports indicate the use of the backfiles separately from the use of current volumes if applicable and must be supplied not later than three weeks after the end of each quarter.
2. Secure Authentication methods shall include Shibboleth, 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, the Licensee and the Institutions. The use of proxy servers is permitted as long as any proxy server IP addresses provided limit remote or off-campus access to Authorised Users.
3. Customer support services to Licensee, Institutions and Authorised 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 License Fee. Publisher informs Licensee and Institutions of expected outages via e-mail or RSS feeds.
4. Documentation: The Publishers shall provide electronic product documentation to the Licensee and the Institutions free of charge. The Publisher will allow copies of all documentation to be made and distributed by the Licensee and the Institutions to Authorised Users provided it is either duplicated in full, or a proper ownership acknowledgement is included.
5. [*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.
6. Inbound Linking Syntax: The Publisher shall provide the Licensee and the Institutions with the algorithm or syntax for constructing links to all relevant levels of aggregation, in particular an article-level link from an article's Metadata within the Licensed Material. The inbound linking shall be documented, and this documents shall be shared with the link resolver vendors and other relevant service providers.
7. Persistent URIs: The licensed products are generally accessible via open, standardised and persistent URIs, e.g. DOI or URN.
8. 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 will use all reasonable efforts to retain a non-exclusive copy of the volumes published and make them available free of charge through the Publisher's server. 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 Publisher's server or via a third party server and by supplying such material free of charge to the Institution.
9. 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.
10. 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 and Institutions should have access to a preview of the new interface.

11. [*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 individual Institutions.

Additional Recommendations

1. *[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.
2. Auto Alerts: The Publisher shall provide the Authorised Users with current awareness services, e.g. RSS feeds, alerting e-mails.
3. Exchange of IP data: Publishers should implement automatic sychronisation mechanisms for IP data provided by the Licensee or the Institutions.

SCHEDULE 5: Standards for Data Delivery

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

- For Metadata this may be: XML (e.g. NLM-DTD for article records) or MARC21/MARCXML/MAB (for eBooks in particular)
- For full texts this may be: PDF and/or HTML/XML

Metadata should be delivered as comprehensive as possible; this includes but is not limited to: ISBN and ISSN; DOI, author, date of publication, publisher, place of publication; if available also tables of contents, prefaces, abstracts, flap texts.

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.