Central and Eastern European Online Library

CEEOL Licensing agreement no. __________

AGREED on __________

BETWEEN

1 Central and Eastern European Online Library GmbH in Frankfurt am Main, 60599 Offenbacher Landstrasse 368 ("CEEOL" or "the Distributor")

and

2 the ____________________

("the Licensee")

WHEREAS the CEEOL is a distributor and repository provider of scholarly publications and is the creator, developer, owner, and distributor of an online electronic database of scholarly electronic content, which comprises eBooks and journals and Grey Literature. CEEOL holds the rights granted under this Licence

AND WHEREAS the Licensee desires to use the rights and the Distributor desires to grant to the Licensee the licence to use the rights for the Fee, subject to the terms and conditions of this Licence.

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

**Authorised Users**
Current students and faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals at the Licensee’s institution, who access the Service through workstations physically located on the site and are under the control and administration of Licensee, including Walk-in Users (Persons who are permitted to access the Secure Network from computer terminals within Library Premises).

**Commercial Use**
Use for the purposes of monetary reward (whether by or for the Licensee or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensee from Authorised Users, nor use by the Licensee or by an Authorised User of the Licensed Materials in the course of research funded by a commercial organisation, is deemed to be Commercial Use.

**Confidential Information**
means all information and data concerning the Library and the Licensor (together known as “the Parties”), their respective businesses and the services to be provided under this Agreement, which the Parties designate as being of a secret,
price sensitive or confidential nature, including, but not limited to, any oral information which the Parties designate as proprietary or confidential at the time of disclosure, together with all information regarding usage of the Content.

Content means the content (regardless whether journals or eBooks or Grey Literature) ordered by the Licensee (or accessible to the Licensee anyhow as Open Access content) and supplied by the Distributor in accordance with Annexes to this agreement.

Party means a party to this Agreement.

Price means the sums payable to the Licensor for the supply and use of the Content as detailed in the Annexes to this agreement.

Schedule means the Schedule(s) attached to these terms and conditions.

Secure Network A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee. Permission to access the Secure Network from within the premises of the Licensee and from such other places where Authorised Users work or study, including without limitation halls of residence and lodgings and homes of Authorised Users, and who have been issued by the Licensee with a password or other authentication, is granted.

1.2. Other definitions

a) References to the masculine include the feminine and the neutral and the singular includes the plural and vice versa.

b) A reference to a statutory provision will be interpreted as a reference to such provision as amended or re-enacted from time to time.

c) The headings to the clauses are for reference only and shall not affect the interpretation or construction of this Agreement.

2. Term of the Agreement

The term of journal subscriptions defined in the annex of this agreement shall begin on 12:00 midnight CET on ___________ and expire at 12:00 midnight CET on December 31, ______. Thereafter, subscriptions will be renewed automatically each year subject to the terms herein unless either party gives termination notice in writing to the other by December 1 for the following year.

The term of subscriptions ordered as additions by the Licensee during the year shall begin on the day of the order-confirmation. It shall be invoiced pro-rata for the rest of the respective year and renewed as described in the previous paragraph.

The term of this agreement as far as it is applied to content purchased by the Licensee shall begin with date and time of any order confirmation at any time regardless the rhythm of invoicing and payment, and establish perpetual access for the Licensee to the respective content.

Any future content order confirmed by the Licensee and CAAOL is considered as an add-on to and a future integral part of Annex 1 or 2 of this agreement.

2.1. Access of Institutional Users / Libraries to any content from the CEEOL repository requires
2.1.1. the registration of the library as an institutional user

2.1.2. the deployment and registration of at least one librarian as the contact person for CEEOL regarding all aspects of content, access and the library data in the repository (profile-data, IP-ranges etc.)

2.1.3. the payment of the annual maintenance fee covering services (MARC records, usage statistics...) and administrative as well as operational tasks of CEEOL

3. NOTIFICATION OF LICENSE TERMS AND CONDITIONS

The Licensee is responsible for informing all of the Authorized Users within the institution of the Terms and Conditions governing access to the selected book and/or journal products on CEEOL. The Terms and Conditions differ for Journals content, purchased eBooks, and accessible Grey Literature, and are contained herein as Annexes 1 and 2, respectively. All reasonable efforts should be made to ensure that Authorized Users at Licensee’s institution are aware of, and abide by, the terms and conditions that apply to all of that institution’s selected products.

4. COPYRIGHT AND PERMISSIONS

Unless otherwise noted, Publishers hold the copyright on all electronic content accessible on CEEOL. Authorized Users may make all use of the content as is consistent with the exceptions and limitations of the US Copyright Act, including 17 USC §107, §108, §110, §121, and the Copyright Act of Canada and analogue directives in force in the European Union. A list of the Publishers participating in CEEOL can be found on the CEEOL web site.

In the event of a dispute between a Publisher and any contributor to CEEOL with respect to the electronic distribution of any journal or book content, CEEOL shall have the right to remove such content, and will do so upon the Publisher’s request.

CEEOL shall give prompt notice of any such changes to the affected Licensee. If any modifications render the content less useful to the Licensee, Licensee may treat such modifications as a material breach subject to the early termination provisions of this agreement.

If the withdrawal represents more than ten per cent (10%) of a purchased or subscribe collection of content, CEEOL shall refund to the affected Licensee that part of the fee that is in proportion to the amount of material withdrawn. If the modification results in the content being no longer useful to the Licensee, Licensee within thirty (30) days of such notice treat such changes as a breach of this License.

Requests for authorization to distribute copies of journal or eBook content for use outside of the provisions listed above should be sent directly to the copyright holding publisher or to the Copyright Clearance Center (CCC). No permission requests should be sent to CEEOL.

SEND: Requests from Inner Europe to:
RightsDirect
Hoogoorddreef 9, 1101 BA
Amsterdam, Netherlands
Phone: +31 20 312 0437
Or make your request online:
http://www.rightsdirect.com

Requests From outside Europe:
Copyright Clearance Center (CCC)
27 Congress, 222 Rosewood Drive
Danvers, MA 01923
Phone: 978-750-8400 Fax: 978-646-8600

http://www.copyright.com/
5. **ACCESS AND AUTHENTICATION**

The CEEOL Web-application permits access by recognizing the authorized IP addresses. Distance learners and alumni who access the internet via campus IP accounts or a secure proxy server may use CEEOL, but direct access is not available through independent service providers. Referring URL is also offered as an alternative method for remote access, so long as a secure system is in place allowing only Authorized Users, as described above, access to CEEOL via the referring URL. CEEOL also supports access via Athens or Shibboleth authentication.

At the time an order is placed, the Licensee provides IP addresses for all institutional networks and computers that require access to CEEOL journal and/or book content, as well as any relevant details for enabling access via referring URL, Athens, or Shibboleth. No credit is given for the submission of incorrect or incomplete IP ranges or access details, or for IP information or access details submitted late. Any changes or additions to IP addresses may be submitted at any time and will be updated in a timely manner.

The Licensee will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access subscribed or purchased content online. The Licensee will use reasonable efforts to ensure that all IP addresses provided for access to CEEOL content are controlled by its institution exclusively for internet access by Authorized Users. Valid IP addresses must not include those of publicly accessible proxy or cache servers.

CEEOL prefers that content be accessed on its web-application. If a non-negotiable condition for purchase of a CEEOL eBook Collection is local loading of content by the Licensee, CEEOL will accept this condition so long as it can be accomplished through a mutually agreeable process that does not create an undue burden on CEEOL’s technical staff. Local loading of subscribed, not purchased, content is not allowed. If the Licensee chooses to locally load and serve CEEOL eBooks content Licensee must provide CEEOL with COUNTER-compliant statistics reports for the usage of content on its local server.

6. **USAGE STATISTICS**

CEEOL shall make available to the Licensee COUNTER-compliant usage data on the subscribed or purchased content(s) on a quarterly basis, for private internal use by CEEOL and the Licensee only.

7. **PRICING AND PAYMENT TERMS**

7.1. **Pricing of institutional access to CEEOL** consists of
   a) an annual maintenance fee as set by CEEOL, and
   b) the annual subscription fees of journals selected for subscription by the Licensee
   c) the purchase prices of eBooks ordered by the Licensee

7.2. **Discounted Pricing**

The list price for the Licensee will be determined according to CEEOL’s tiered pricing model for both journal and book collections. Provided the Licensee is CEEOL-user as member of a consortium, all orders placed directly by himself or via the Consortium will receive a discount of 10% off the list price.
CEEOL, from time to time, will offer journals and eBooks compiled into packages for special package-discounted prices. If the package discount is higher than the consortium discount the Licensee is entitled to, the package discount will be applied. The Licensee, at any time, is free to compile “customized packages” according to the particular needs and profiles of his institution. Customized packages receive discount as defined in CEEOL’s rules regarding volume discount.

7.3. **Consortium Requirements**

In order for Participating Members to receive the Discounted Price, the Consortium must meet the minimum requirement of five participating members. However the member can decide to order content individually instead of using access rights to an overall portfolio of content ordered by the consortium. In that case, all members shall be able to accept individual invoices for their particular contemporaneous journal subscription orders, and/or all contemporaneous book purchase orders and to submit an individual payment. A consortium generally consolidating the process of subscribing or purchasing content on behalf of all members shall be able to accept single consolidated invoices for all contemporaneous journal subscription orders, and/or all contemporaneous book purchase or subscription orders from Participating Members, and submit a consolidated payment for the full balance of such invoices.

8. **Access Activation**

For access to be enabled to CEEOL journal- or book content, the Licensee must provide technical and administrative data about its campus or institution via the CEEOL online order procedure or other mutually agreed upon method. A Consortium may submit this information on behalf of its participating members. Upon receipt of a fully completed order, CEEOL will permit the Licensee access to the applicable CEEOL content. The Licensee assumes responsibility for ensuring that CEEOL receives the necessary technical and administrative data to facilitate each Participating Member’s access. No credit will be given if Licensee submits technical information late for subscription orders, resulting in a delayed start date.

9. **Ordering, Invoicing and Payment Terms**

9.1. **Order of Access to content**

CEEOL is offering the Licensee the acquisition of access to content of the repository in subscription or in purchase mode. Purchase applies to any order of access to limited objects (eBooks) or limited ranges of content (a particular range of journal volumes), while subscription applies to continuous lines of publications (ongoing journals). Purchases result in unique invoicing and payment, while subscription causes annually renewable invoicing and payment unless Licensee gives termination notice in writing to CEEOL by December 1 for the following year.

Licensee is naming one or several employees as contact persons being authorized to place orders and being registered as librarians for personal log-in to the CEEOL repository. Orders can be placed on-line by selecting content in a pick & chose way or by ordering package-wise.

Licensee is asked to register on-line an individual profile of interests of the library which may be, in any visit of the web-site, activated and used as a filter to make only
such content visible which meets the library’s areas of interest. The profile may be composed of various subject areas, regions of origin and/or languages of the content.

Any registered contact person of the Licensee can, at any time, pre-select content and save this selection as a pre-order-list. The list remains open for additions to or removals from the list as long as it is not sent as final order to CEEOL.

9.2. Invoicing

Upon receipt of confirmed order(s) for journal or eBooks content, an invoice to the Licensee (or the consortium) will be generated. Licensee will remit payment for the order(s) within 60 days of receipt of invoice. If complete payment is not received by CEEOL within 60 days, access to CEEOL content billed on that invoice may be denied to the Licensee until payment is received. No credit will be given for periods without access as a result of late payment.

9.3. Mid-Term Additions of New Participating Members

Licensee, at the time of the signing of this agreement, will provide a basic list of

- journals selected for subscription, or
- limited ranges of journal volumes selected for purchase, and
- a list of eBooks or Grey Literature content\(^1\) or packages thereof

New subscription or purchase orders may be placed at any time. New orders will be billed at the prices established in section 7 above. Subscriptions that begin after January 31 will be prorated to the number of months remaining in the current calendar year term, with all subscriptions expiring on December 31. Mid-year withdrawals or substitutions will not be allowed.

9.4. Subscription Renewals

At renewal time, usually around October 1, CEEOL will provide the Consortium with pricing information for the following year. Within 60 days of pricing notification, Licensee will provide CEEOL with a list of renewals, including details on any changes to subscription options or administrative and technical information. No later than December 1, CEEOL will invoice the Consortium for all confirmed renewals and new orders. Renewal orders must be paid in full within 60 days of receipt of invoice to ensure the Participating Members’ continued access.

9.5. eBook Purchase

All CEEOL eBooks and eBooks-packages are available for a one-time and non-recurring purchase fee. For all orders received as an on-line registered order access to the content can be immediately established through the confirmation of the order by the responsible CEEOL-admin. Upon receipt of full payment, perpetual access rights are granted to the Licensee. Orders sent to CEEOL in different way may require due time of few days in order the access rights to be implemented.

10. Warranty and Indemnity

The Licensor warrants, represents and undertakes that:

\(^1\) if the latter is not in Open Access anyhow
• it has all legal right, power and authority to enter into this Agreement, and to supply the Content to the Licensee; and
• the grant of the rights by the Licensor to the Licensee under this Agreement will not violate any copyright or other proprietary right of any third party.
• The Licensor agrees to indemnify, defend and hold the Licensee harmless from any cost, loss, liability or expense (including reasonable legal fees) incurred by the Licensee as a result of any claim, demand, or litigation (“Claim”) brought against the Licensee by any party other than the Licensor, provided that:
  o the Library shall promptly notify the Licensor of any such Claim;
  o the Licensor shall have sole control of the defense and settlement of any such Claim;
  o the Library shall provide the Licensor with reasonable assistance in such defense as the Licensor may reasonably require, at the Licensor’s cost; and
  o the Library shall not incur any cost or expense for the Licensor’s account without the Licensor’s prior written consent.
• Should the Licensor not confirm in writing to the Library within forty five (45) days after the date of the Library’s notice of a claim under clause 10 par. 3, that the Licensor intends to defend against the action or thereafter fails to diligently defend against the action, the Library may defend and/or settle the action subject to the Licensor’s indemnification as provided for herein.
• To the fullest extent permitted by law, neither Party shall be liable to the other for consequential, indirect, special or exemplary damages including but not limited to damages for loss of profits, business or anticipated benefits whether arising under tort, contract, negligence or otherwise whether or not foreseen, reasonably foreseeable or advised of the possibility of such damages, other than as provided for in clause 10. par.3
• The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise including but not limited to any implied warranties of merchantability or fitness for any particular purpose all of which are hereby excluded to the fullest extent permitted by law.

11. Termination

11.1. Either Party may terminate this Agreement immediately by written notice, if the other shall:
• commit a material or persistent breach of any term of this Agreement and fail to remedy the breach (if capable of remedy) within thirty days of notification in writing by the other Party; or
• be unable to pay its debts as they fall due; or
• enter into any composition with its creditors or enter into liquidation whether compulsory or voluntary (other than for the purposes of solvent reconstruction or amalgamation); or
• have a receiver, administrator or administrative receiver appointed over the whole or any part of its assets or undertaking; or
• present a petition for an administration order or cease business (or in each case the equivalent in the relevant jurisdiction); or
• undergo an adverse change of control, by which is meant a change of control which may:
  o seriously affect that Party's ability to perform the contract; and/or
  o bring the other Party's reputation into disrepute; or
• undertake any action or have any action taken against it analogous to any of the foregoing in any jurisdiction.

11.2. Upon termination of the Agreement, the Licensee shall have no obligation to make any further payment, provided that the Licensee shall remain responsible for all payments attributable to the period prior to termination.

11.3. Termination of this Agreement shall be without prejudice to any accrued rights of either Party and shall not affect obligations which are expressed not to be affected by expiry or termination hereof.

12. Confidentiality

12.1. Subject to Clause 13, each Party agrees that it will, and will procure that its officers, employees, agents and sub-contractors will keep strictly confidential the Confidential Information and will not use the Confidential Information of the other Party other than for the performance of its obligations under this Agreement. Confidential Information shall not include any information or data which the receiving Party is clearly able to demonstrate as information that comes into its possession otherwise than in breach of a legal obligation of confidentiality to the other Party to this Agreement.

12.2. Subject to Clause 8, each Party shall limit access to the Confidential Information of the other Party to those of its officers, employees, agents and sub-contractors who have a need to know such information in connection with the performance of this Agreement.

12.3. The obligations of the Parties relating to the Confidential Information shall survive for a period of five years after the termination or expiration of this Agreement, howsoever occasioned.

12.4. Notwithstanding any other term of this Agreement, the Licensor hereby gives its consent for the Licensee to publish the Agreement in its entirety, including from time to time agreed changes to the Agreement, to the general public. The Licensee may consult with the Licensor to inform its decision regarding any redactions, but the Library shall have the final decision in its absolute discretion. The Licensor shall assist and cooperate with the Library to enable the Library to publish this Agreement.

13. Freedom of Information

The Licensor acknowledges that the Licensee might be subject to the requirements of the Freedom of Information Act 2000 ("the Act"), and shall provide all necessary assistance as reasonably required by the Licensee to enable him to comply with the Act. The Licensor agrees to provide any such assistance to the Licensee within five working days of any request made by the Licensee under this clause 13.

14. Intellectual property rights

The Library acknowledges that the Content is owned by the Licensor or (where relevant) the Licensor’s third-party suppliers and is protected by database rights, copyright laws, international treaty provisions and all other applicable national laws.
All rights in the Content and all parts thereof and all copyright, patent, other intellectual property rights, database rights and all goodwill associated therewith remain the property of the Licensor or its third-party suppliers and no rights therein pass to the Library save for those expressly granted under this Agreement. The Library shall not hold out to be the owner of the intellectual property rights in the Content, or as being entitled to use any of it other than as permitted under this Agreement.

15. Additional Terms

If any provision or provisions of this License Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

CEEOl will not be held liable for any delays, inaccuracies, errors or omissions in its repository, in the transmission or delivery of all or any part thereof, or for any damages arising from any of the foregoing. CEEOL does not represent or endorse the accuracy or reliability of any content.

In the event either party commits a breach of the agreement, the breaching party will be informed in writing, and given 60 days to mend the breach. If the breach is not cured, the non-breaching party may terminate the agreement upon written notice and, in the case of the licensee as the non-breaching party, with a pro-rated discount.

16. Force Majeure

Neither Party shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to failure of any telecommunications or other delivery system, fires, strikes (of its own or other employees), insurrection or riots, embargoes, requirements or regulations of any civil or military authority including, without limitation, compliance with any law, court or governmental order, rule, regulation or direction or any action taken by a government or public authority (an "Event of Force Majeure")

Each of the Parties hereto agrees to give notice immediately to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

If a default due to an Event of Force Majeure shall continue for more than three months then the Party not in default shall be entitled to terminate this Agreement.

17. Entire agreement

17.1. This Agreement comprises the entire agreement between the Parties relating to the subject matter hereof, and shall supersede any and all prior or collateral agreements, negotiations, notices of intention, communications, understandings and representations, whether written or oral. Each Party acknowledges that in entering into this Agreement it has not relied and is not relying on any representations or warranties (whether implied or otherwise) other than those expressly set out in this Agreement and the Parties irrevocably and unconditionally waive any right they may have to any remedy in respect of any other such representation or warranty except in the case of fraud.
17.2. The Parties shall not be bound or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in this Agreement and no changes, amendments or additions to any part of any document incorporated in this Agreement, and no subsequent documentation purported to be incorporated herein, shall be valid unless in writing and signed by the duly authorized representative of each Party.

17.3. This Agreement will take precedence over any terms and conditions which appear in the Licensor’s terms and conditions or other related documents (“Documentation”). No terms or conditions in any such Documentation in addition to or different from the provisions of this Agreement will be binding on either Party or made a part of this Agreement, unless such Documentation constitutes an amendment to this Agreement made in accordance with clause 17.2. above.

18. Governing Law

This Agreement shall be governed and construed in accordance with German law.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be duly executed as of the date and year below.

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Annex I: CEEOL Institutional Subscriber Licensing Agreement

This Institutional Subscriber Licensing Agreement to the Central and Eastern European Online Library is by and between Central and Eastern European Online Library GmbH, the distributor of content in digital format provided by a large number of publishers, publishing research institutes and/or other content-provider entities, and ____________________________________________ (the “Licensee”).

1. General Terms

1.1. Subscribing to journals content by Institutional Users / Libraries

Journals content is offered in the CEEOL repository for access by library patrons as

a) Open Access Content, and
b) Payable Journals Content

Open Access Content is freely accessible via the web-site of the CEEOL-repository. The Download of Metadata of such content in MARC-Records format requires the registration as Institutional User of CEEOL and is covered by the annual maintenance fee.

Access to Payable Journals Content can be acquired by libraries in form of

a) an open and ongoing subscription (= open for the regular and continued addition of new issues). Open and ongoing subscriptions will renew annually unless either party gives termination notice in writing to the other by latest December 1 for the following year.

b) a limited range purchase (= a limited range of annual journal volumes defined by a first year and a last year). Limited range content (if payable) is offered for Purchase and for perpetual access, as long as the Licensee remains generally an Institutional User of CEEOL

1.2. Subscriptions to CEEOL journals content² can be done by librarians through

a) compiling by pick & chose an Individual Subscription-List of journals according to the needs and fields of interest of a particular library

b) selection for subscription of one or several Packages (pre-defined as subject-related or country-related packages by CEEOL), while each package allows the librarian individual extension or reduction of its list of journal titles in the pick & chose-mode as described under point 9 of the agreement

c) by an agreement between Licensee and CEEOL on implementing the classical Access to All model in the journals segment for a library

2. RIGHTS AND RESPONSIBILITIES

2.1. Authorized Users

A subscription to any collection of journals content in the CEEOL repository grants unlimited access to the full text of the Journal titles in that collection for educational, research, and

² In order to make the selection of content for subscription or purchase easier to librarians, CEEOL offers the possibility to Once for the Future define a Profile of Interest of the library which, then, allows to be activated as a tool filtering the content items visible at the web-site whenever the librarian is logged-in. The librarian, thus, can use CEEOL in future as if he/she would have deposit an “approval plan”.

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personal use by the faculty, staff, students, alumni, library patrons, and other Authorized Users of the Subscriber’s campus/institutional network. Distance learners, alumni, and other off-campus affiliates may access CEEOL if their internet access is through the campus network or via a secure proxy server.

Subscribers are expected to make their best feasible efforts to enable access to the CEEOL Database only to faculty, students, staff, alumni, and walk-in library patrons using the campus’ physical library facilities. Once the library has defined the IP-ranges, from where eventual requests to CEEOL may be performed, there are no contractual limits on the number of Authorized Users from these Intranets at any given time.

2.2. Permitted

Provided that the copyright header attached to the article is retained, Authorized Users at the Subscriber’s institution may

• download and print one copy of each article for personal use and archive contents on their own personal computers
• use an "offline browser" that allows downloading content from the site to be read later. The browser must be configured to request no more than one article per minute. Non-compliance with this rule will result in access to CEEOL being blocked until the problem is resolved. If the problem is repeated, the offending IP may be permanently blocked from accessing the CEEOL site.
• send one copy by email, hard copy, or fax to one person in the subscriber’s campus/institutional network at another location for that individual’s personal use
• distribute a copy of individual articles or items of the licensed materials in print or electronic form to Authorized Users, including the distribution of a copy for noncommercial educational purposes, to each individual student (Authorized User) in a class at a Subscriber’s institution
• use a persistent URL, or durable URL, to the licensed materials, including full-text articles, for courses of instruction offered by the Subscribing Institution, where access is restricted to students enrolled in the course, to instructors, and to library staff maintaining the link, and such access is limited to the duration of the course. Each item should carry an appropriate acknowledgment of the source, copyright, and publisher, and the links to such items shall be deleted by the Subscriber when they are no longer required for such purpose.
• provide facsimile images that are exact representations of the print Journal pages or of printouts from the electronic database for interlibrary loan under CONTU guidelines and distributed in paper, fax, or digital form
• place selected listings and notices on the campus network to inform users of availability
• display, download or print the Licensed materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users

1.6. Not Permitted

Authorized Users at the Subscriber’s institution may not

• disseminate content from CEEOL outside the campus or institution by any means, except as noted above.
• transmit the digital source code, whether plain ASCII or tagged, and use contents and articles from CEEOL in course packs

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3 National Commission on New Technological Uses of Copyright Works
http://www.cni.org/docs/infopols/CONTU.html
• systematically download content by robots or other automatic processes without explicit approval from CEEOL and, where necessary from the respective publisher/content-provider
• burden server(s) with activities, such as computer programs, that automatically download content, commonly known as web robots, spiders, crawlers, wanderers, or accelerators. If there is evidence that such unauthorized activities have taken place, the Subscriber will be contacted, and access to the offending IP address(es) may be shut down if a prompt resolution is not achieved. No refunds or credits will be given for time without access as a result of such activities.
• remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use; or modify or create a derivative work of any Journal content without the prior written permission of the copyright holder
• re-use content for commercial use without prior written permission of the copyright holder
• make agreements for access to CEEOL Journals content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.

Regarding section 1.6. above, if the Subscriber becomes aware of unauthorized access to the CEEOL-Database, it will notify CEEOL immediately and cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, CEEOL has the right to withhold, suspend, or terminate access to any or all licensed content, without liability.

2. ARCHIVING
Approximately 90 days after the expiration of an annual subscription term, CEEOL will provide the Subscriber, upon request, an archival (non-searchable) file on DVD-ROM or other appropriate media as determined by CEEOL, containing the content of all issues subscribed to during the 12-month subscription term.

CEEOL makes sure that the accessibility of content is guaranteed for subscribing Institutional Users independently from the continued existence of the CEEOL project. In the case this will be necessary, CEEOL makes sure that an appropriate European institution (Europeana, Bavarian State Library or similar) will take over the entire repository and continue hosting the content maintaining its accessibility to the institutional users.

3. SUBSCRIPTION TERMS
3.1. Subscription Activation
For access to be enabled, the Subscriber must provide technical and administrative data about its campus or institution via the CEEOL online subscription form located at http://www.ceeol.com/ after log-in to the section “For Librarians“. Upon receipt of a fully completed order form, CEEOL will permit the Subscriber access to the selected CEEOL contents.

3.2. Renewal
At renewal time, usually around September 1, CEEOL will provide the Subscriber with pricing information for the following year. No later than December 1, CEEOL will invoice the Subscriber for renewal. Renewal orders must be paid in full within 60 days of receipt of invoice to ensure the Subscriber’s continued access to online content.
IN WITNESS WHEREOF, the parties have caused this Licensing Agreement to be duly executed as of the date and year below.

**On behalf of the Subscriber,**

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Annex II: CEEOL Institutional Purchase Agreement

This Institutional Purchase Agreement for CEEOL eBooks Packages and/or single CEEOL eBooks (hereinafter “eBooks”) on CEEOL is by and between The Central and Eastern European Online Library GmbH, the distributor of content in digital format provided by a multitude of publishers, publishing research institutes and/or other content-provider entities, and ______________________________________________(“Licensee”).

1. RIGHTS AND RESPONSIBILITIES

1.1. Authorized Users

The purchase of an eBook on the CEEOL repository web-site grants unlimited access to the full text of the eBook for educational, research, and personal use by the faculty, staff, students, alumni, library patrons, and other Authorized Users of the Purchaser’s campus/institutional network. Distance learners, alumni, and other off-campus affiliates may access CEEOL eBooks if their internet access is through the campus network or via a secure proxy server.

Purchasers are expected to make their best feasible efforts to enable access to eBooks only to faculty, students, staff, alumni, and walk-in library patrons using the campus’ physical library facilities. There are no contractual limits on the number of Authorized Users from one campus at any given time.

2. Permitted

Provided that the copyright header attached to the eBook or to the eBook-chapter is retained, Authorized Users at the Purchaser’s institution may

2.1. download and print one copy of each eBook chapter for personal use and archive contents on their own personal computers

2.2. send one copy of an eBook chapter by email, hard copy, or fax to one person in the Purchaser’s campus/institutional network at another location for that individual’s personal use

2.3. distribute a copy of individual eBook chapters in print or electronic form to Authorized Users, including the distribution of a copy for noncommercial educational purposes, to each individual student (Authorized User) in a class at a Purchaser’s institution

2.4. use a persistent URL, or durable URL, to an eBook chapter for courses of instruction offered by the Purchaser, where access is restricted to students enrolled in the course, to instructors, and to library staff maintaining the link, and such access is limited to the duration of the course. Each item should carry an appropriate acknowledgment of the source, copyright, and publisher, and the links to such items shall be deleted by the Purchaser when they are no longer required for such purpose.

2.5. supply to an authorized user of another library (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing) a single copy of an electronic original of an individual eBook chapter

2.6. place selected listings and notices on the campus network to inform users of availability

2.7. display, download or print parts of purchased eBooks for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users
Regarding section 2 above, if the Purchaser becomes aware of unauthorized access to the CEEOL repository database and/or its content, it will notify CEEOL immediately and cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, CEEOL has the right to withhold, suspend, or terminate access to any or all purchased content, without liability.

3. **Not Permitted**

Authorized Users at the Purchaser's institution may not

3.1. disseminate content from CEEOL outside the campus or institution by any means, except as noted above

3.2. transmit the digital source code, whether plain ASCII or tagged

3.3. use contents from CEEOL in course packs offered for sale or any other economic purposes

3.4. systematically download content by robots or other automatic processes without explicit approval from CEEOL

3.5. burden server(s) with activities, such as computer programs, that automatically download content, commonly known as web robots, spiders, crawlers, wanderers, or accelerators. If there is evidence that such unauthorized activities have taken place, the Purchaser will be contacted, and access to the offending IP address(es) may be blocked if a prompt resolution is not achieved. No refunds or credits will be given for time without access as a result of such activities.

3.6. remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use; or modify or create a derivative work of any eBook content without the prior written permission of the copyright holder

3.7. re-use content for commercial use without prior written permission of the copyright holder

3.8. make agreements for access to CEEOL eBook content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.

4. **PERPETUAL ACCESS AND ARCHIVING**

Providing that full payment of the total purchase price is made, per Clause 5.2, the Purchaser retains the right to perpetual access to the digital version of the purchased eBooks on the CEEOL server. So long as the Purchaser has purchased access to eBooks on CEEOL within the previous 24 month period, or maintains an active subscription to a CEEOL Journal Collection, perpetual access to previously purchased eBooks will be made available on the CEEOL server at no charge. Should the Purchaser be neither an active subscriber to a CEEOL Journal Collection, nor have purchased any further eBooks on CEEOL in the previous 24 month period, CEEOL reserves the right to charge a reasonable annual fee to recover the costs for providing continuing access and customer support on the CEEOL platform.

5. **PURCHASE TERMS**

5.1. Invoicing and Payment: CEEOL Book Collections
CEEOL eBooks within the repository are available for a one-time purchase fee. When a Purchaser confirms an order for a particular CEEOL eBook or an eBooks package, a delivery note will be generated and sent to the Purchaser. Invoicing of all deliveries of purchased eBooks will be done in time intervals as agreed upon between purchaser and CEEOL. Payment must be received by CEEOL within 60 days of receipt of invoice, or access to content from the Book Collection(s) on that invoice can be disabled. Access to eBook content will be re-enabled only upon receipt of full payment of any outstanding invoices. Upon receipt of full payment, perpetual access rights are granted to the Purchaser.

5.2. **Invoicing and Payment: CEEOL Individual Book Titles**

Individual purchases of eBooks may be made through third party vendors. Invoicing and payment will take place via these vendors; vendors are responsible for forwarding appropriate order details, access information, and payment to CEEOL in a timely manner, CEEOL will enable access to the selected eBook(s) for the purchasing institution upon receipt of complete and accurate order details from the vendor.

5.3. **Book Content Delivery**

CEEOL Book Collections in the repository include both frontlist and backlist monographs from participating Publishers. CEEOL will make all reasonable efforts to provide access to digital versions of the books within a minimum delay of publication of the printed version. Due to the given situation of many scholarly publisher in the CEE/SEE region CEEOL has to leave it up to the publishers’ decision which books and when they will offer in electronic format.

5.4. **Multiple Collection Purchases**

Successful execution of this Purchase Agreement provides for the purchase of unlimited CEEOL eBook packages and/or single CEEOL eBooks on the repository web-site. If desired, this Agreement may be amended to list the specific CEEOL Book Packages or single CEEOL eBooks acquired by the Purchaser over time.
IN WITNESS WHEREOF, the parties have caused this Purchase Agreement to be duly executed as of the date and year below.

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