NATIONAL CONSORTIUM LICENCE AGREEMENT

SAGE PUBLICATIONS LTD.

AND

BAYERISCHE STAATSBIBLIOTHEK

[Vertragsauszug]

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And

Bayerische Staatsbibliothek having its principal place of business at Ludwigstraße 16, 80539 München, Germany (hereinafter called "Licensee").

WHEREAS SAGE Premier, a collection of Online Journals hosted on SAGE Journals Online and further specified in Schedule 2

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

WHEREAS the parties have concluded previous agreements.

IT IS AGREED AS FOLLOWS

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[...]

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[...]

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2. [...]

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[...]

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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.

[...]

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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.

[...]

§ 8 Term and termination

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[...]

3. 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.