
NATIONAL CONSORTIUM LICENCE AGREEMENT

SAGE PUBLICATIONS LTD.

AND

BAYERISCHE STAATSBIBLIOTHEK

[Vertragsauszug]

This Licence Agreement is made 15th of February 2011 between:

SAGE Publications Ltd having its registered office at 1 Oliver's Yard, 55 City Road, London EC1Y 1SP, UK (hereinafter called "Publisher").

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

WHEREAS SAGE Premier 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.

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.

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 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 [...]

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.

[...]

§ 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 the right of access to and use of 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. [...]

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 the number of concurrent users.

[...]

§ 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 within Germany (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.

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) in an (institutional or discipline-specific) repository of their choice and to make them available in Open Access. This permission is subject to the relevant embargo period specified in the list of journal embargo periods provided by the Publisher and updated from time to time. For clarity, the Publisher's standard embargo period for Institutions covered by this Agreement is 12 months and the Publisher will keep the Licensee informed of any exceptions to this embargo period. The same permission is granted to Authorised Institutions to which the respective authors are affiliated.

§ 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.

[...]

§ 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.

[...]

§ 8 Term and termination

This Licence Agreement shall commence on the date of signature and continue until 31 December 2013.

[...]

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.

[...]

Vertragsauszug: AMENDMENT effective as of January 1, 2019:

Text Mining. Authorized Users may use the licensed material to perform and engage in text mining /data mining activities for legitimate academic research and other educational purposes. Those uses beyond educational use shall require SAGE's permission.