

## Addendum to License Agreement

THIS ADDENDUM is made on the [...]

BETWEEN:

**Licensor:** East View Information Services Inc., a private U.S. corporation headquartered at 10601 Wayzata Blvd, Minneapolis, MN 55305 USA

-and-

**Licensees:**

1.) Freistaat Bayern, represented by Bayerische Staatsbibliothek (BSB), responsible for the Specialised Information Services for Research Osteuropa (Fachinformationsdienst Osteuropa, FID), represented by Dr. Klaus Cegmowa having its place of business at Ludwigstrasse 16, 80539 München

-and-

2.) Universitäts- und Landesbibliothek Sachsen-Anhalt (ULB), responsible for the Specialized Information Service for Islamic Studies (FID Nahost), having its place of business at Martin-Luther-Universität Halle-Wittenberg, Universitätsplatz 10, 06108 Halle, >

(hereinafter BSB und ULB together are called "Licensee" or "Licensees")

WHEREAS

This is an Addendum to the License Agreement [...] and made between the Licensor and the Licensees;

NOW IT IS HEREBY AGREED as follows;

[...]

The following additional Licensed Materials are now included under the terms of this License Agreement:

### **Kavkaz Digital Archive (1845-1918)**

Save as set out herein the License Agreement shall remain in full force and effect and the terms of the License Agreement shall apply to the Licensed Material set out herein as if it were included in the License Agreement from the date hereof.

[...]

Offer sheet

(Completed databases, journal archives, e-book-packages)

**Vendor** East View Information Services, Inc.

**Name of product** Kavkaz Digital Archive (1845-1918) <https://www.eastview.com/resources/gpa/kavkaz/>

**Publication year/year database was launched** 2019

**Chief Negotiator (Kompetenz-zentrum f. Lizenzierung)**

**Bayerische Staatsbibliothek**

**Licensees (FID)**

**Bayerische Staatsbibliothek (BSB) Universitäts- und Landesbibliothek Sachsen-Anhalt (ULB)**

**Scope**

Grant of a non-exclusive, non-transferable license to the licensee and contractually defined user group for an unlimited time to enable them to use the product via secure authentication, particularly for academic and research purposes.

The license is offered for the purchase of permanent access rights through a one-time payment. Free access to the vendor's server with no time limit, is included in the licence fee.

**Access**

The license is purchased so that it can be made available to users under suitable contracts.

Users are generally researchers or individuals with access privileges at the following types of institution:

- Publicly or privately funded higher education and research institutions in Germany
- The German National Library, all regional and state libraries as well as main subject libraries
- Primarily publicly funded research libraries and special academic libraries
- Research institutes primarily funded by the German federal or state governments, including research institutions located abroad but funded by public bodies or primarily publicly funded bodies in Germany, such as German Historical Institutes.

The composition of the subject-specific user groups for whom the licenses are intended can vary widely.

Access to the licensed material is via a secure authentication process.

**Local Hosting**

The purpose of the licence includes the right to archive the contents on servers owned by the licensees or third parties authorised by the licensees for the purpose of ensuring permanent availability of the contents.

**Data delivery**

Upon request, the licensor is obligated to physically supply the licensee with the complete product at no additional cost, charge, i.e. including the metadata and all digital objects that are part of the product, on suitable storage media and in suitable data formats as agreed. Metadata on level of title will be delivered without any additional cost.

The data (e.g. metadata, content objects) are to be delivered

- in open, standardised formats (if possible, PDF/XML and NLM-DTD) and accompanied by documentation.
- in their entirety and are to be identical to the licensed product.
- in a standardised character set (utf8 if possible).
- in logical units (e.g. assignment of data records to products or of articles to journal titles).

The licensee may use the data provided in any way they deem suitable in order to make the product accessible to the contractually defined user group while upholding the licence agreements. They may, for this purpose, integrate the data in technical usage/storage systems (hosting and archiving) of their own or that are operated by a third party.

The licensee may commission third parties (e.g. library network systems and other technical infrastructure facilities of German libraries or commercial operators) with the operation of the technical equipment for secure authentication and for the use of the product by the contractually defined user group.

The licensee is authorised to use the data to set up value-added services, e.g. evaluation services (data mining), aggregation or integration services in virtual research environments for contractually defined users. For the

product(s) covered by this offer sheet full text indexing is allowed.

Licensee and third parties commissioned by the licensee are also authorised to take all technical measures necessary to safeguard the long-term storage of the product (in particular, but not limited to the conversion of the data into other formats), or to commission third parties to perform such measures.

### **Product Features**

The vendor provides the product on its own platform and guarantees high availability (24 / 7 /365).

The vendor platform offers a sufficiently powerful linking syntax through which all data records and important structural outlining levels can be accessed (e.g. Inbound OpenURL).

The product has a standardised interface (e.g. Z39.50 or SRU/SRW) for linking to metasearch systems (requirement for databases, desirable for e-books and journals).

Content is usable with widely available tools (e.g. PDF viewer or web browser). The recommendations of the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (web accessibility, valid HTML) are fulfilled.

### **Usage**

Usage is permitted only within the scope of the services typically provided by libraries to their users, i.e. primarily for research and personal use. Further processing functions, such as downloading and printing digital content for personal and academic use, are part of the licence.

The licensee or a third party authorised by the licensee should be permitted to include the licensed content in virtual research tools, such as electronic course packs, virtual research environments and virtual specialised libraries.

The licensee or a third party authorised by the licensee is permitted to use the metadata in any way suitable for enabling, promoting, facilitating and supporting the use of the licensed product or the individual information objects it contains by the contractually defined users. In particular, the metadata may be indexed for this purpose and, if necessary, integrated by links into local catalogue systems, regional or nationwide union catalogue systems, other library services and information systems operated by third parties (including, but not limited to, search engines). These links facilitate direct access by the contractually defined users to the licensed product and the information objects it contains. All users have the right to use the metadata in this way.

The licensee may supply to a user of another library by electronic transmission, whereby the electronic file is deleted immediately after printing a single copy of an electronic original of an individual document.

### **Authentication**

Via IP-ranges, Username / Password, Shibboleth and comparable future developments to be agreed by the parties. The use of proxy servers is allowed.

### **Usage statistics**

So that usage statistics can be compiled, the supplier is to provide data broken down by month and where possible in the current standard of the "COUNTER Code of Practice".

### **Open Access** (for journal articles)

Authors from the contractually defined user group are permitted free of charge to store without delay their articles which appear in licensed journals 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 through open access. The institutions to which the authors belong have the same right.

Option: The vendor delivers articles by contractually defined users to a repository.

### **Agreement of vendor to these conditions**

Agreed.

**Exceptions**

Shibboleth authentication is not supported, although remote access is available via EZProxy and similar methods.

**Number of sold local licenses in Germany****Names of the Libraries in Germany**

N/A

**Remarks**