

## LICENCE AGREEMENT

### - J. Walter Thompson : advertising America -

This Licence Agreement (this "Agreement") is made effective as of (the "Effective Date") between

Adam Matthew Digital Ltd, Pelham House, London Road, Marlborough, Wiltshire, SN8 2AG, England ("Licensor")

and

Georg-August-Universität Göttingen, represented by Göttingen State and University Library, acting also in its function as provider of the Specialised Information Service (Fachinformationsdienst - "FID") Anglo-American Culture - Bereich SUB Göttingen, Platz der Göttinger Sieben 1, D-37073 Göttingen, Germany, ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### Definitions

Authorised users include:

1.

- (1) higher education institutions financed either by public or private funding;
- (2) national, regional and state libraries; academic specialist libraries mainly financed by public funding (excl. project funds);
- (3) research institutions financed by public funding (excl. project funds);
- (4) governmental institutions; including any of such above mentioned types of German institutions abroad.

2.

Individuals who are authorized by the aforementioned Institutions 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.

3.

Individuals who are authorized by the Licensee for non-institutional access to the Licensed Material via Secure Authentication are deemed to be Authorised Users. Access of individuals shall be permitted via individual

authentication subject to a requirement of residence in Germany.

"Licence Fee" includes:

The fee as set out in Appendix B. The fee should be in line with the offer agreed between the Licensee and the Licensor.

"Licensed Materials" includes:

The material listed in Appendix A, including corresponding metadata, supplementary content and digital objects.

"Licensor's Platform" includes:

Own or third party server used by Licensor to give access to Licensed Materials.

"Metadata" includes:

Bibliographical, structural and descriptive data of the Licensed Materials as defined in Appendix C.

"Secure Authentication" includes:

Method to identify Authorised Users as defined in Appendix D.

## **1. Grant of Licence for Licensed Materials and Licence Fee**

1.1 The material that is the subject of this Agreement is electronic information published or otherwise made available by the Licensor and is described as **APPENDIX A** (hereinafter referred to as the "Licensed Materials" where such term shall include any part of the Licensed Materials, and any data or information extracted from the Licensed Materials).

1.2 The Licensee acknowledges that the Intellectual Property (which for the purposes of this Agreement shall mean copyright, trade marks, design rights, registered designs, database rights, domain names or any other intellectual property rights) subsisting in or relating to the Licensed Materials remains with the Licensor and/or its suppliers. The Licensee shall not have any right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

1.3 In consideration of the payment by the Licensee to the Licensor of the licence fee set out in **APPENDIX B** (the "**Licence Fee**") the Licensor hereby grants to the Licensee a non-transferable non-exclusive perpetual licence to access and use the Licensed Materials (including the right for the Authorised Users to access and use the Licensed Materials in accordance with the terms of this Agreement) for the purposes set out in and in accordance with this Agreement.

1.4 The Licensor hereby grants to the Licensee, subject to and in accordance with the terms of this Agreement:

(1) the right to make such copies or re-format the Licensed Materials contained in the archival copies supplied by the Licensor in any way that ensures their future preservation, long-term storage and accessibility in accordance with this Licence, or to commission third parties to perform such measures;

(2) a non-exclusive perpetual worldwide licence for the Metadata associated with the Licensed Materials for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search engines of the Institutions and third parties. The support of Search Engine Advertizing (SEA) and Search Engine Optimization (SEO) is allowed by the Licensor (e.g. xml-sitemap of websites with displays of metadata for inclusion of Search Engine Indexes; support of crawler like Googlebot) as well as the provision of the Metadata as Linked Open Data.

1.5 Access is granted without restriction to concurrent use.

1.6 Save for the rights granted by the Licensee to the Authorised Users, the Licensee shall not grant sub-licences, in whole or in part, of any of the rights granted under this Agreement, or sub-contract any aspects of exploitation of the rights licensed to it, without the Licensor's prior written consent.

## **2. Authorised Use of Licensed Materials**

2.1 The Licensee may permit Authorised Users to use the Licensed Materials on the terms set out herein and on condition that such Authorised Users do not grant any further sub-licence.

2.2 The Licensee may only use the Licensed Materials for the purposes of research, education, teaching or other non-commercial use and subject to the foregoing, the Licensee (for 2.2 (4) by support of the Institutions) may:

(1) download unlimited portions of the Licensed Materials and make such local temporary copies of the Licensed Materials as are necessary to ensure efficient use of the Licensed Materials by the Authorised Users, provided that such use is subject to all the terms and conditions of this Agreement;

(2) store in electronic format in secure electronic data files or print a reasonable portion of the Licensed Materials for use only in connection with specific courses of instruction offered by the Licensee;

(3) provide Authorised Users with an integrated access and index to the Licensed Materials and all other similar material acquired from other sources. The Licensed Materials or Parts thereof may be compiled, indexed and/or 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 Licensee and the Institutions. Metadata may be 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 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 Agreement). The Licensed Materials can be integrated by the licensee or a third party authorised by the licensee without restriction (including, but not limited to) in digital course reserve collections, in virtual research environments in which Licensee participate as well as in the virtual specialised libraries operated by Licensee;

(4) engage in text mining/data mining activities in relation to the Licensed Materials, subject to obtaining the Licensor's prior written consent as set out in section 3.2 if such activities involve automated extraction of data directly from the Licensed Materials;

(5) supply to a user of another library (whether by post, fax or secure electronic transmission) a single copy of an electronic original of an individual document including any supplementary content published in connection to the document, a practice commonly known as Interlibrary Loan;

(6) allow Authorised Users to:

- Make such local temporary copies of the Licensed Materials as are necessary to ensure efficient use of the Licensed Materials, provided that such use is subject to all the terms and conditions of this Licence Agreement;

- Access the Licensed Materials by Secure Authentication in order to search, retrieve, display and view the Licensed Materials;

- Electronically save Parts of the Licensed Materials;

- Print out single copies of Parts of the Licensed Materials;

- Incorporate Parts of the Licensed Materials 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 has to carry appropriate acknowledgement of the source, listing title and author.

- Incorporate Parts of the Licensed Materials 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 has to carry appropriate acknowledgement of the source;

(7) Course packs in non-electronic, non-print perceptible form, such as Braille, may also be offered to Authorised Users;

(8) store in electronic format in secure electronic data files all or any portion of the Licensed Materials for the sole purpose of data mining; and

(9) permit its Authorised Users to transmit to a third-party colleague in hard copy or electronically, minimal, insubstantial amounts (defined as no more than 5% [five percent] of the total collection of the Licensed Materials) of the Licensed Materials for personal use or scholarly, educational or scientific research.

(10) commission a third party with support for any permission stated in this License Agreement.

Save for video content which is excluded for the purposes of downloading, storing, printing and transmitting.

2.3 The Licensee shall comply with all applicable laws in performing its obligations and exercising its rights under this Agreement and in particular the Licensee shall not License Agreement infringe any moral rights (such as German Act on Copyright and Related Rights - "Urheberrechtsgesetz", "UrhG") that subsist in respect of the Licensed Materials.

2.4 For the avoidance of doubt, nothing in this Agreement is intended to limit in any way whatsoever the Licensee rights under the fair dealing provisions set out in the Copyright Designs and Patents Act 1988 (as may be re-enacted or modified) or if such acts take place outside the UK, in accordance with any equivalent legislation applicable in that territory (for example under the US Copyright Act of 1976, 17 U.S.C. § 107 and uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with

copyright protection under German copyright law).

### 3. Restrictions on Use of Licensed Materials

3.1 Save as set out in this Agreement, the Licensee and the Authorized Users shall not:

(1) permit any third party or individual to use the Licensed Materials and the Licensed Materials shall not be distributed to any unauthorised users, third parties, or used for any purpose which is not permitted pursuant to this Agreement (including without limitation any commercial purpose, sale of the Licensed Materials, bulk reproduction or distribution of the Licensed Materials or commercially sponsored research);

(2) modify, change or develop the Licensed Materials in any way or create a derivative work of the Licensed Materials

(3) remove, obscure or modify any copyright, trade mark or other notices included in the Licensed Materials;

(4) re-publish any items from the Licensed Materials, unless the Licensee has first obtained copyright permission from the appropriate copyright holder or archive. Permission from the original source archive/copyright holder in the case of re-publication of figures, tables and brief excerpts from the Licensed Materials in an Authorised User's own scientific, scholarly and educational works is always necessary and the Licensee should also obtain correct wording for all citations and credits from the original source archive/copyholder; or

(5) remove, bypass, circumvent, neutralise, or modify any of the technological protection measures used for the Licensed Materials.

3.2 Raw data may be extracted from the Licensed Materials. In order to protect the integrity of server performance for the Licensor's customers, Licensee and Licensor intend on finding a consent concerning the best process for the automated extraction of data directly from the Licensed Materials (for example only, by the use of data mining software). Notwithstanding the above, the Licensed Material may be used to set up value-added services, such as text and data mining, to enhance services, to encourage scholarship, teaching and learning and to conduct research by the Licensee and Authorised Users according to the following principles, as long as the purpose is not to create a product for use by third parties that would substitute the Licenses Materials. Text and data mining may be performed on the unchanged Licensed Materials or on extracted data (including but not limited to reproducing, storing, adapting, assembling large collections or extracting substantial portions of data and analysing them). The raw data is research data and may be stored, published and distributed in any medium or form under any licence in order to ensure reproducibility and sustainability, as long as the Licensed Materials cannot be reconstructed in its original, human readable form. The Licensor will cooperate with Licensee, Institutions and Authorised Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Licensee, Institutions and Authorised Users. Attribution must be made to the Licensor in an appropriate manner and form.

3.3 Before the Licensee makes available any of the Licensed Materials to the Authorised Users, the Licensee shall require that all Authorised Users accept end user terms and conditions of use of the Licensed Materials that:

(1) require Authorised Users to comply with all applicable laws in using the Licensed Materials;

(2) state that the Licensed Materials being supplied are only for the Authorised User's personal use;

- (3) prohibit reproduction or distribution of Licensed Materials that violates applicable law;
- (4) contain a reservation for the Licensor of all Intellectual Property and other rights in the Licensed Materials; and
- (5) Set out the limitations on access and use of the Licensed Materials as set forth in this Agreement,

(collectively, the "**Terms of Use**"). The Licensee shall provide a copy of such Terms of Use to the Licensor should this be requested by the Licensor.

[...]