



BRILL

## BRILL Online Database Annual Subscription Agreement

The following are the terms and conditions of use of one or more of BRILL's Online Reference Works ("Database(s)") as specified in **Schedule 1** below:

1. Koninklijke Brill N.V., trading as BRILL, incorporating the imprints Martinus Nijhoff Publishers, VSP, and Hoteli Publishing ("Publisher"), grants to you, the Licensee, in consideration of the payment of the Fee, the non-exclusive and non-transferable right to give Authorized Users online access to the Database(s) via a Secure Network for the purposes of research, teaching and private study.

2. In this License, the following terms shall have the following meanings:

- **Authorised Users:** Current members of the Licensee's faculty, staff (whether on a permanent, temporary, contract or visiting basis) and registered students, authenticated by the Licensee and who are permitted to access the Secure Network from within the Library Premises or remotely from other places and who have been issued by the Licensee with a password or other authentication, and other persons who are permitted to use the Licensee's library or information service and access the Secure Network but only from designated computer terminals within the Library Premises.
- **Commercial Use:** Use by or for the Licensee or an Authorised User for the purposes of monetary reward by means of sale, resale, loan, transfer, hire or other form of exploitation of the Database(s).
- **Course Packs:** A collection or compilation of materials assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.
- **Electronic Reserve:** Electronic copies of materials made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered by the Licensee to its students.
- **Fee:** The subscription price set by the Publisher from time to time.
- **Library Premises:** The physical premises of the library or libraries operated by the Licensee, as specified in **Schedule 2**.
- **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.
- **Server:** The server, either the Publisher's server or a third party server designated by the Publisher, on which the Database(s) are mounted and may be accessed.

3. The Publisher agrees to grant to the Licensee during the period of time set out in **Schedule 1** the non-exclusive and non-transferable right to give the number of Authorised Users set out in **Schedule 3** access to the Database(s) via a Secure Network, subject to the terms and conditions of this Licence, and the Licensee agrees to pay the Fee.

4. On termination of this License Licensee must remove all Licensed Materials from all systems operated by the Library, including Electronic Reserve and Course Packs, within 30 days after termination of this Agreement.

5. Authorized Users may:

- search, view, retrieve and display the Database(s).
- electronically save search results, individual articles or items of the Database(s) for personal use.
- print off search results or single copies of individual articles or items of the Database(s).
- distribute single copies of individual articles or items of the Database(s) in print or electronic form to other Authorized Users.
- transmit to a third party colleague individual articles or items of the Database(s) solely for such



colleague's personal, scholarly, educational or research use.

**6.** The Licensee may incorporate articles or items of the Database(s) in printed Course Packs and Electronic Reserve (including course packs in non-electronic non-print perceptible form, such as audio or Braille, to Authorized Users who are visually impaired). Each such item shall carry appropriate acknowledgment, listing title and author of the extract and the work, and the publisher. Copies of such items shall be deleted when no longer used for such purpose. repeated and systematic extraction and/or utilization of substantial parts of the contents of the database shall not be allowed.

**7.** Neither the Licensee nor any Authorized User may, without the Publisher's prior written consent:

- remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Database(s).
- make print or electronic copies of multiple extracts of the Database(s) other than temporary copies permitted under clause 6.
- mount or distribute any part of the Database(s) on any electronic network, including the Internet and the World Wide Web, other than the Secure Network.
- use, print, resell, or republish all or any part of the Database(s) for any Commercial Use.
- systematically or programmatically compile or distribute the whole or any part of the Database(s) to anyone other than Authorized Users.
- publish, distribute or make available the Database(s), compilations or other works based on them or works which combine them with any other material, other than as permitted in this License.
- alter, abridge, adapt or modify the Database(s), except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to Authorized Users. No alteration of the words or their order is permitted.
- repeatedly and systematically extract and/or re-utilize substantial parts of the contents of the database.

**8.** The Licensee may supply to another library within the same country as the Licensee, for the benefit of an Authorized User of such library, a copy of an individual document being part of the Database(s) by post, fax or electronic transmission via the Internet or otherwise, for the purposes of research or private study and not for Commercial Use.

**9.** The Licensee shall:

- make reasonable efforts to ensure that only Authorized Users are permitted access to the Database(s).
- make reasonable efforts to ensure that all Authorized Users are made aware of the importance of respecting the intellectual property rights of the Publisher and of third parties in the Database(s) and undertake to abide by the terms and conditions of this License.
- inform the Publisher immediately upon becoming aware of any unauthorized use or other breach, and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence.

**10.** The Publisher shall make the Database(s) available to the Licensee and to Authorized Users from its server or a third party server designated by the Publisher without disruption save for routine maintenance, and undertakes to restore access to them as soon as reasonably possible in the event of any interruption.

**11.** The Publisher provides the Licensee with the opportunity to generate statistics using the administrative services at <http://subs.brillonline.nl>.

**12.** The publisher makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy, merchantability or fitness of use for a particular purpose. the Database(s) are supplied "as is".

**13.** Under no circumstances shall Publisher be liable to the Licensee, or any Authorized user or any other person, for any special, exemplary, incidental or consequential damages arising out of the inability to use, or the use of, the Database(s). Publisher's aggregate liability for any claims, losses, or damages arising out of any breach of this License shall in no circumstances exceed the fee paid by Licensee under this License in respect of the then current subscription period during which such claim, loss, or damage occurred. The foregoing limitation of liability and exclusion of certain damages shall



BRILL

apply regardless of other remedies. The licensee may bring no action arising from this License more than 6 months after the cause of action arises.

**14.** In addition to automatic termination upon the expiration of the subscription period (unless renewed), this License shall be terminated if the Licensee commits a material or persistent breach of any term of this License (including payment of the Fee) and fails to remedy the breach (if capable of remedy) within 30 days of notification in writing by the Publisher. On termination all rights and obligations of the parties automatically terminate except for those set out in clauses 11 and 12.

**15.** Neither party's delay or failure to perform any provision of this License, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this License.

**16.** The Licensee shall, in consideration for the rights granted under this License, pay the Fee within thirty (30) days of receipt of invoice. For the avoidance of doubt, the Fee shall be exclusive of any sales, use, value added or similar taxes and the Licensee shall be liable for any such taxes in addition to the Fee.

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: [FULL NAME]

Name (in block capitals: \_\_\_\_\_

Date: \_\_\_\_\_

Position / Title: \_\_\_\_\_

FOR THE LICENSEE: [FULL NAME]

Name (in block capitals: \_\_\_\_\_

Date: \_\_\_\_\_

Position / Title: \_\_\_\_\_



BRILL

**SCHEDULE 1 to Online Database Subscription Agreement**

DATABASE(S), SUBSCRIPTION PERIOD AND ACCESS METHOD

A schedule dated to the Licence between BRILL and.....

THE DATABASE(S)

Title	[Subscription Period]	Format Schedule	Delivery Fee
-------	--------------------------	--------------------	--------------

List of Licensed Material, for each item list title, [initial Subscription Period, including where relevant the start date and end date] format, delivery schedule (if applicable) and Fee [for the initial Subscription Period]. If back files are provided free of charge as part of the License, these should be listed specifically.

ACCESS METHOD

Authentication via User ID/password and IP Address

Authentication via IP address



BRILL

## SCHEDULE 2 to Online Database Subscription Agreement

### LIBRARY PREMISES

List of addresses of the Licensee's Library Premises, Domain Name(s) and IP addresses and/or ranges:

Class B Network: first two network numbers plus asterisks for host addresses, ie: 125.64.\*.\*

Class C network: first three network numbers plus an asterisk for host address, ie: 125.64.133.\*

Single station: all four numbers, ie 125.64.133.20; or ranges, ie 125.64.133.20-125.64.133.40

Library name & address

Domain name(s) IP addresses/ranges



BRILL

**SCHEDULE 3 to Online Database Subscription Agreement**

NUMBER OF USERS

This License has been given for use of the Database(s) by the following number of users:

- 1-3 users
- unlimited number of users

Network contact: Name:

Telephone:

Fax:

E-mail address: