Nationallizenzen Nutzungsbedingungen

COMINTERN ONLINE LICENSE AGREEMENT FOR THE NATIONAL LICENSE OF GERMANY

This License agreement has been entered into []

BETWEEN

RusAR Publishers, a private company with limited liability, with registered office and actual place of business at Petrovsko-Razumovskoya Alley 12a, Moscow 127083, Russia, below also: RusAR Publishers

represented by it's exclusive dealer, IDC PUBLISHERS B.V., a private company with limited liability, with registered office and actual place of business at Hogewoerd 151, Leiden, 2311 HK, The Netherlands, below also: IDC Publishers.

AND

Bayerische Staatsbibliothek, Ludwigstrasse 16, D-80539 Muenchen, Germany Below also: the Client.

1. Definitions

- 1.1 "Data" means the Data available in the Comintern Online Database, created by RusAR Publishers and based upon the inventory consisting of 22,000 pages describing the physical archive kept within the Russian State Archive for Social and Political History in Moscow (RGASPI).
- 1.2 "Images" means the scanned pages of the General sections of the Comintern Archives described in the Data.
- 1.3 "Copyright Holders" are RusAR Publishers.
- 1.4 "Distribution" means to publish, reproduce, license, distribute, transmit, broadcast, or publicly exhibit, display or perform the data or any part, alteration or derivation, in combination with other matter, (including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, hyperlinks, video or audio segments), in any manner now known or to become known, and in any format necessary including, but not limited to: the Internet, portable digital storage devices, client-server computer networking environments, and paper printouts of materials created using the Data or the Images.
- 1.5 Authorized users: those persons who view or in any way use the Data or Images through the networks of all German University libraries and German Academic libraries, as well as independent academic users residing in Germany as stated in Appendix 2.

3. Data Use, Image Use, Copyright Ownership and Attribution

- 3.1 The User is permitted to search, view, retrieve, display and or print portions of the Data and Images and also save electronically portions of the Data and Images.
- 3.2 The Data may be used only for non-profit personal, scholarly or educational use. Use for commercial purposes is prohibited without the permission of the Copyright Holders. For information about the use of the Data for commercial purposes or about copyright permission, please consult IDC Publishers.
- 3.3 The Images, whether viewed on screen or printed, may be used only for non-profit personal, scholarly or educational use. Printing of individual Images is allowed, however it is not allowed to print whole or substantial portions of the Images for permanent storage.
- 3.4 Distribution of the Data, the Images or resulting products is prohibited without the explicit written permission of RusAR Publishers. Consultation of IDC Publishers is recommended.
- 3.5 The Copyright Holders shall retain all rights, title and interest to the Data and the Images under Russian, Dutch or foreign copyright laws. User shall include an appropriate copyright notice on all materials as necessary to indicate copyright ownership of the Data and attribute authorship to the Copyright Holders. For example,

Nationallizenzen Nutzungsbedingungen

"Copyright 2004, RusAR Publishers".

5. Term and Termination

5.3 RusAR Publishers and IDC Publishers are entitled to suspend access to the Data and Images, or to terminate this agreement by written notification, if any of the following events occur:

b) RusAR Publishers and or IDC Publishers have reason to suspect use by Users associated with the Client that is not compliant with this license agreement, including, but not limited to, systematic downloading of (substantial parts of) the Data or Images.

For this national license this means that if misuse is discovered at one of the institution(s) that or those institution(s) can be suspended from access.