

Licence Agreement

This Licence Agreement, along with any Schedules, is made [redacted] of [redacted] 202[X] between:

Name: [FULL LEGAL NAME OF PUBLISHER], having its registered office at

Address: [insert address]

-hereinafter called "**Publisher**"-

and

Name: [FULL LEGAL NAME OF LICENSEE], represented by (the library) _____, represented by _____, as a provider of the Specialised Information Service for Research (Fachinformationsdienst _____ / FID _____), having its place of business at

Address: _____

-hereinafter called „**Licensee**“-

§ 1 Definitions

1. In this Licence, the following terms have the following meanings:

Metadata: Bibliographical, structural & descriptive data of the Licensed Material as defined in Schedule 6.

§ 2 Licence grant

The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this Licence Agreement, a non-exclusive perpetual (~~ggf. zu streichen~~), worldwide 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 engines of the Institutions and third parties. The support of Search Engine Advertizing (SEA) and Search Engine Optimization (SEO) is allowed by the Publisher (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 without restriction. The right to use the Metadata in this way is available to the Institutions as well.

§ 3 Permitted uses

Provide Contractually Defined Users with an integrated access and index to the Licensed Material and all other similar material acquired from other sources. The Licensed Material 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 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 Agreement).

Schedule 6:

Bibliographical, structural & descriptive data of the Licensed Material (List of Metadata) and full texts

The Licensed Material shall be delivered to the Licensee by using open, standardized formats and accompanied by documentation

- For Metadata concerning ebooks this should be: preferably MARC21 otherwise PICA+, (METS/) MODS, UNIMARC or ONIX (for eBooks in particular)
- For Metadata concerning journals this should be: preferably MARC 21 otherwise JATSXML (Article Authoring Tag Set / Journal Publishing Tag Set / Journal Archiving and Interchange), (METS/) MODS, UNIMARC or PICA+
- For full texts this may be: PDF and/or HTML/XML

Metadata shall be delivered in machine-readable form and character encoding must be in UTF-8 and as comprehensive as possible; this includes but is not limited to: ISBN and ISSN; DOI, author, date of publication, Licensor, place of publication; if available also tables of contents, prefaces, abstracts, flap texts. Each dataset must contain a unique and unalterable identification number. The Metadata must contain links to the specific Licensed Material. If full texts are delivered, the Metadata must be linked to each full text by a clear assignment.

Methods for the delivery of metadata include FTP (File Transfer Protocol), OAI-PMH (Open Archives Initiative Protocol for Metadata Harvesting) and B2B (Business to Business). Delivery must be through an interface mutually agreed upon.

The Licensed Material must be delivered in its entirety and must be identical with the licensed product. The organization of the product into logical units (e.g. assignment of data records to products, of articles to journal titles) must be reflected by the data delivered.

The data delivery is accompanied by a documentation of the formats, character sets and MIME types used.

Delivery must be on a mutually agreed medium.

Data elements and the metadata set adhere to the requirements specified in the paper "Anforderungen der deutschsprachigen Verbundsysteme und der Deutschen Nationalbibliothek an Metadatenlieferungen zu E-Books und E-Book-Paketen 2015" by the Consortium of Library Networks.

https://www.bib-bvb.de/documents/28457/156020/E-Books+_Anforderungen+von+Verb%C3%BCnden+und+DNB+an+Metadaten/e2570b69-edeb-47dc-9071-8800b91b3d64

Provision of follow-ups, updates and deletions are handled as specified in the paper “Anforderungen der deutschsprachigen Verbundsysteme und der Deutschen Nationalbibliothek an Metadatenlieferungen zu E-Books und E-Book-Paketen 2015” by the Consortium of Library Networks.

<https://www.bib-bvb.de/documents/28457/156020/E-Books+Anforderungen+von+Verb%C3%BCnden+und+DNB+an+Metadaten/e2570b69-edeb-47dc-9071-8800b91b3d64>)

Follow-up deliveries of newly added titles and editions are provided by activation via the usual channels. If the Publisher makes changes or corrections to the metadata, the data sets must be provided again in the form of separate update deliveries. If the data corrections cannot be supplied separately but only together with new titles, the individual data sets must be clearly identified as “new” or “corrected”. Corrected sets are delivered with the same ID number. If the Publisher deletes titles or editions from its e-book portfolio (e.g. because the author has withdrawn the publication rights), the relevant metadata records must be provided again in the form of separate deletion deliveries. If the deletions cannot be supplied separately but only together with new or corrected titles, the individual data sets must be clearly identified as “new”, “corrected” or “deleted”.