



DigiZeitschriften Participant Agreement on Terms of Use

I, Tony Harvell the undersigned, on behalf of University of California, San Diego Libraries [university library] (hereinafter PARTICIPANT), hereby agree to abide by the following terms of use of the electronic database *DigiZeitschriften* (hereinafter the PRODUCT), licensed under agreement between the Center for Research Libraries (hereinafter CRL), on behalf of the German-North American Resources Partnership, and DigiZeitschriften e.V. (hereinafter the PUBLISHER).

1. PARTICIPANT may have access to the PRODUCT through the Internet via the URL <http://www.digizeitschriften.de> for use exclusively within the context of teaching, research, instruction, and continuing education. Access to the PRODUCT shall be regulated through the use of Internet Protocol (IP) addresses.

- a. "Authorized Users" are all current employees, permanent teaching and library staff, guest faculty, and students of the PARTICIPANT university, as well as all library users who access the database on the premises of a publicly accessible library on site at said university. Remote access is permitted for Authorized Users who have been authenticated via a secure proxy server.
- b. "Site" is defined as a campus with a shared administration, students, teaching staff and computer networks.

2. Authorized users may:

- a. access the content of the PRODUCT, display, download, copy, print, or electronically store limited copies of a reasonable number of individual articles.
- b. use a reasonable portion of the PRODUCT in the preparation of Course Packs or other educational materials.
- c. use a reasonable portion of the PRODUCT for use in connection with specific courses of instruction offered by their institution.
- d. transmit to other Authorized Users, in hard copy or electronically, minimal, insubstantial amounts of the PRODUCT.
Use is limited to personal, scholarly, educational, or scientific research or other non-commercial use.

3. Authorized users are **not** permitted to:

- a. download complete issues, a significant portion of the print run, a significant number of consecutive articles, or multiple copies of articles from the PRODUCT.
- b. alter the content, adapt, or translate the PRODUCT, or to create derivative works based on the content of the PRODUCT in a manner that would infringe the copyright of this material.
- c. transmit the content of the PRODUCT to unauthorized users or otherwise publicly transmit or display content.
- d. use automated procedures to call up or download large quantities of records or other contents from the PRODUCT.

4. Nothing in this agreement shall be interpreted to restrict the Fair Use rights of PARTICIPANT and Authorized Users to make all use of the PRODUCT as is consistent with the Fair Use Provisions of United States and international copyright laws.

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Resource Sharing
and Cooperation
Since 1949*

[text removed]
[text removed]

TEL: [text removed]
FAX: [text removed]
INTERNET: <http://www.crl.edu>

5. PARTICIPANT will make all reasonable efforts to notify authorized users that they must observe the conditions of this present agreement and of copyright requirements. They will make known that unauthorized copying of individual records or other contents of the PRODUCT is forbidden and further that they may not grant third parties any such permissions.

6. PARTICIPANT will inform PUBLISHER without delay of any and all violations of copyright as well as of instances of unauthorized use of the database which come to their attention. In any case of violation or of unauthorized use by an Authorized User, PARTICIPANT will take all appropriate and commercially reasonable measures to stop such activities of the authorized user in question and to prevent their recurrence. PUBLISHER reserves the right to suspend access to a PARTICIPANT if unauthorized use is not rectified within thirty (30) days.

7. PARTICIPANT will be invoiced by CRL on an annual basis. Payments shall be made within thirty (30) days of receipt of invoice. The initial fee for access will be the USD equivalent of [text removed] (one-time payment) plus [text removed] (annual fee). Subsequent annual fees may be increased upon notice from the PUBLISHER at least four (4) months prior to the end of the contract year.

8. This agreement is for the period of April 1, 2006 through March 31, 2007. The agreement shall be automatically renewed on April 1 for another year, unless the PARTICIPANT notifies CRL in writing at least three (3) months before the end of the contract year.

Signature ___[signature removed]_____ Date ___May 17, 2006_____

Title ___Head of Acquisitions_____

Institution ___UCSD Libraries_____

In the future, invoices and notifications for this product can go to:

___Christine Peters_____

___[text removed]_____

___[text removed]_____

___[text removed]_____

Return completed copy of the signed Participant Agreement to:

Attn: Elizabeth Darocha Berenz

[text removed]

[text removed]

[text removed]