

Licence Agreement

This Licence Agreement, along with any Schedules, is made the 20th June 2019 between:

Between:

Koninklijke Brill NV having its registered office at Plantijnstraat 2, 2321 JC, Leiden, The Netherlands

-hereinafter called "**Publisher**"-

Specialised Information Service for Research (Fachinformationsdienst Biodiversität) Biodiversity, represented by the Universitätsbibliothek Frankfurt / Main, represented by the director, having its place of business at Bockenheimer Landstr. 134-138, D-60325 Frankfurt am Main, Germany- hereinafter called "**Licensee**" or "**Licensees**"

WHEREAS the Publisher hereby grants to the Licensee a non-exclusive license to access and use the Licensed Material, further specified in Schedule 4;

WHEREAS the parties are desirous to contract based on the terms and conditions of this Licence Agreement.

For the avoidance of doubt, it is clarified that no sublicensing is taking place between the Licensee and Participating Institutions.

IT IS AGREED AS FOLLOWS

(Preamble) The Structure of the Agreement

This Licence Agreement is concluded between Publisher and Licensee. This Licence Agreement has to be considered as the framework agreement and governs all terms and conditions for the licensing of the Licensed Material. It is understood that the Guidelines for the Purchase of Publications in the DFG-funded System of Specialised Information Services for Research (DFG form 12.101-11/16) are part of the basis of this agreement, see Schedule 1. In the event of any conflict between such terms and this Licence Agreement, the provisions of this Licence Agreement prevail.

In case of subsequent amendments to this agreement it is understood that each should be comprised and in line with the current version of the Guidelines for the Purchase of Publications in the DFG-funded System of Specialised Information Services for Research (DFG form 12.101-11/16).

§ 1 Definitions

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

a. Back-file: archival copy of Licensed Material

b. Contractually Defined Users: Individuals who are authorised by the Licensee to access the Licensee's information services whether on-site or off-site via Secure Authentication. Users are generally researchers or individuals with access privileges at the following types of institutions:

- publicly or privately funded higher education and research institutions in Germany,
- the German National Library, all regional and state libraries as well as main subject libraries,
- primarily publicly funded research libraries and special academic libraries,
- research institutes primarily funded by German federal or state governments, including research institutions located abroad but funded by public bodies or primarily funded bodies in Germany, such as the German Historical Institutes.
- Diocesan libraries and regional church libraries in Germany

- Non institutional access of individuals shall be permitted via individual authentication subject to a requirement of residence in Germany.

Contractually Defined Users are specified in Schedule 2

c. Commercial Use: The use of the Licensed Material for the purpose of monetary reward (whether by or for the Institution or a Contractually Defined User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, the use by the Institution or Contractually Defined Users of the Licensed Material in the course of research funded by a commercial organisation is not deemed to constitute Commercial Use. Recovery of costs is not being deemed Commercial Use. The use of Metadata by search engines does not constitute Commercial Use as long as that Metadata is not sold, lent, distributed or otherwise re-licensed via that search engine or the access to that Metadata on that search engine is exclusively being charged for.

d. Educational Purposes: The use for the purpose of education, teaching, distance learning, private study and/or research.

e. Institutions: Higher education institutions financed either by public or private funding; national, regional and state libraries; academic specialist libraries mainly financed by public funding (excl. project funds); research institutions mainly financed by public funding (excl. project funds); governmental institutions; including any of such above mentioned types of German institutions abroad, and all to be specified in Schedule 2.

f. Intellectual Property Rights: Patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

g. Licence Fee: The fee as set out in Schedule 3. The fee should be in line with the offer agreed between the Licensee and the Publisher.

h. Licensed Material: The material listed in Schedule 4, including corresponding metadata, supplementary content and digital objects. For the avoidance of doubt, in case of Local Hosting the Licensed Material to be delivered by the Licensor means fulltexts incl. all digital objects, supplementary content and Metadata.

i. Local Hosting: Housing, serving and maintaining files on Licensee's Local Hosting Server in Germany or on the servers of a third party.

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

k. Publisher's Platform: Own- or third-party server used by Publisher to give access to Licensed

l. Part(of Licensed Material): Any part, component, fragment of the Licensed Material that is used, separated and/or cited in a self-contained manner.

m. Open Access: This definition is based on the "Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities" which postulates two necessary criteria:

1. The author(s) and right holder(s) of such [open access] contributions grant(s) to all users a free, irrevocable, worldwide, right of access to, and a licence to copy, use, distribute, transmit and display the work publicly and to make and distribute derivative works, in any digital medium for any responsible purpose, subject to proper attribution of authorship (community standards, will continue to provide the mechanism for enforcement of proper attribution and responsible use of the published work, as they do now), as well as the right to make small numbers of printed copies for their personal use.

2. A complete version of the work and all supplemental materials, including a copy of the permission as stated above, in an appropriate standard electronic format is deposited (and thus published) in at least one online repository using suitable technical standards (such as the Open Archive definitions) that is supported and maintained by an academic institution, scholarly society, government agency, or other well established organization that seeks to enable open access, unrestricted distribution, interoperability, and long-term archiving

(s. § 2.3)

n. Secure Authentication: Method to identify Contractually Defined Users as defined in Schedule 5.

o. Secure Network: A network which is only accessible to Contractually Defined Users by Secure Authentication.

p. Source (of Licensed Material or Parts thereof): Denomination of the origin of, author of, holder of title in the Licensed Material or Part hereof.

q. Subscription Period: The period nominally covered by the volumes and issues of the Licensed Material as identified in Schedule 4, regardless of the actual date of publication.

r. Term: Period of time reflecting the duration since coming into force of this Licence Agreement.

2. Headings contained in this Licence Agreement are for reference purposes only and are not be deemed to be indication of the meaning of the clause to which they relate.

3. Where the context so implies, words importing the singular number include the plural and vice versa and words importing the masculine include the feminine and vice versa.

§ 2 Licence grant

1. The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this Licence Agreement, a non-exclusive perpetual license to access and use the Licensed Material and to allow Contractually Defined Users to access and use the Licensed Material hosted on the Publisher's Platform via Secure Network.

2. The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this Licence Agreement, a non-exclusive perpetual worldwide (licence) right to host the Licensed Material on Licensee's Local Hosting Server or on the server of a third party, and allows the Contractually Defined Users (Schedule 2) and the Licensee to access and use the Licensed Material via Secure Authentication.

3. The Licensee is further permitted to make such copies or re-format the Licensed Material contained in the archival copies supplied by the Publisher 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.

4. The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this Licence Agreement, a non-exclusive perpetual 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.

5. The Licensee and the Participating Institutions may commission third parties (e.g. library network systems and other technical infrastructure facilities of German libraries or commercial operators) with the operation of the technical equipment for Secure Authentication and for the use of the product by the Contractually defined Users.

6. To facilitate usage statistics, the Publisher has to provide data broken down by month and where possible in the current standard of the "COUNTER Code of Practise".

7. Access is granted without restriction to concurrent use.

8. Multi-year licenses include an option for early termination for the Licensee.

§ 3 Permitted uses

The Licensee (and for 3.b and 3.c by support of the Institutions) may:

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- a. Make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material by Contractually Defined Users, provided that such use is subject to all the terms and conditions of this Licence Agreement;
- b. 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). The Licensed Material can be integrated 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.
- c. Use the Licensed Material 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 the Contractually Defined 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 Licensed Material: Raw data may be extracted from the Licensed Material. Text and data mining may be performed on the unchanged Licensed Material 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 Material cannot be reconstructed in its original, human readable form. For the avoidance of doubt: The publisher agrees and grants the rights, that short excerpts of the Licensed Material, usually not longer than a few words or a few sentences, may be made publicly available on the licensee's platform in the form of search results or similar, and that these excerpts do not constitute a reconstruction of the Licensed Material in its original, human-readable form and so do not substitute for it. The Publisher will cooperate with Licensee and Institutions as reasonably necessary in making the Licensed Material available in a manner and form most useful to the Licensee and Contractually Defined Users. Attribution must be made to the Publisher in an appropriate manner and form.
- d. 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.
- e. Run test routines, verifying access to all licensed items. Testing conditions will be clearly defined. Usage generated by test runs will not be part of the usage statistics delivered. The Licensee may commission third parties to perform such measures.
- f. Allow Contractually Defined Users to:
- Make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material, provided that such use is subject to all the terms and conditions of this Licence Agreement;
 - Access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;
 - Electronically save Parts of the Licensed Material;
 - Print out single copies of Parts of the Licensed Material;
 - Incorporate Parts of the Licensed Material 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 Material 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;

- Provide single printed or electronic copies of single Parts of the Licensed Material at the request of other individual Contractually Defined Users;
 - Provide single printed or electronic copies of single Parts of the Licensed Material to third-party colleagues for their scholarly, educational, scientific or research use;
 - Display, download and print Parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for training other Contractually Defined Users;
 - Publicly display or publicly perform Parts of the Licensed Material as part of a presentation at a seminar, conference, workshop, or other such similar activity;
 - Deposit in perpetuity the learning and teaching objects as referred to in § 3.1.b on servers operated by the Licensee or by a third party. The use of such material is limited to Contractually Defined Users
 - Use the Licensed Material 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 Licensee and Contractually Defined 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 Licensed Material: Raw data may be extracted from the Licensed Material. Text and data mining may be performed on the unchanged Licensed Material 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 license in order to ensure reproducibility and sustainability, as long as the Licensed Material cannot be reconstructed in its original, human readable form.
- g. Course packs in non-electronic, non-print perceptible form, such as Braille, may also be offered to Contractually Defined Users;
- h. In case of technical breakdowns (including but not limited to downtimes of the Publisher's Platform or to incorrect administered IP ranges) provide Licensee or Contractually Defined Users with electronic copies of single Parts of the Licensed Material.
- i. Commission a third party with support for any permission stated in this Licence Agreement.

§ 4 Restrictions

1. Save as provided herein, Licensee and the Contractually Defined Users may not:
 - a. Sell or resell the Licensed Material unless the Licensee or the Contractually Defined User has been granted prior written consent by the Publisher to do so;
 - b. Remove, obscure or modify copyright notices, text or Source acknowledgment or other means of identification or disclaimers as they appear;
 - c. Alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Licence Agreement. For the avoidance of doubt, no alteration of the words or their order is permitted;
 - d. Display or distribute any Part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network or unless permitted in this Licence Agreement;
 - e. Use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes.
2. Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under German copyright law or other applicable laws.

3. This clause will survive termination of this Licence Agreement for any reason.

§ 5 Responsibilities of the Publisher

The Publisher agrees to:

- a. Make the Licensed Material perpetually available to the Licensee and the Contractually Defined Users from the commencement of this Licence Agreement and after termination of this agreement at no additional cost on the Publisher's Platform by Secure Authentication as defined in Schedule 5;
- b. Make the Licensed Material available to the Licensee and the Contractually Defined Users at all times and on a twenty-four hour basis (24/7/365), save for routine maintenance, and to restore access to the Licensed Material as soon as possible in the event of an interruption or suspension of the service (the access interruption must not exceed 1% in total of a calendar year) as defined in Schedule 5;
- c. Ensure that the relevant server or servers have adequate capacity and bandwidth to support the usage of the Licensee and the Contractually Defined Users at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Licence Agreement, as defined in Schedule 5;
- d. Offer linking from references and other bibliographic data records to further services via open interfaces (Outbound OpenURL);
- e. Make the Licensed Material (incl. fulltext, all digital objects, Metadata) available on request by Licensee or by a third party authorised by the Licensee for Local Hosting on the Licensee's Hosting Server or on the server of a third party at no additional costs;
- f. Deliver the Licensed Material to Licensee or to a third party authorised by the Licensee as specified below
 - in case of current content provided for Local Hosting immediately after publication;
 - in case of post-cancellation archival rights six months after cancellation/publication;
 - in case of withdrawal of Licensed Material or any part of it before removal from Publisher's Platform;
 - in case of termination of this agreement immediately after termination;
 - in other cases within three months after the request has been made;
 - in case of changes to Licensed Material or any part of it before application of the changes on Publisher's Platform;
- g. Deliver and make accessible the Licensed Material in a format according to the standards as defined in Schedule 5;
- h. The breakdown of the Licensed Material into logical units (e.g. assignment of data records to products or of articles to journals titles) must be reflected by the data delivered;
- i. Supply the correct and complete Metadata as well as updates at the same time when the Licensed Material is made available in machine-readable form (preferably UTF-8), both at no additional costs. The Metadata must be delivered as specified in Schedule 6.
- j. Provide electronic product documentation to the Licensee free of charge. The Publisher allows copies of all documentation to be made and distributed by the Licensee to the Contractually Defined Users provided it is either duplicated in full, or a proper ownership acknowledgement and acknowledgement of Source is included;
- k. Provide a standardised interface (e.g. Z39.50 or SRU/SRW) for linking to metasearch systems for databases and e-books.
- i) Make the Licensed Material accessible via open, standardised and persistent URIs, e.g. DOI or URN, Metadata and content material must be linked to one another via these URIs.

ii) URLs must be resolvable with a resolver so that each individual data record (e.g. article or e-book) can be linked.

l. Maintain the confidentiality of any data relating to the usage of the Licensed Materials by the Licensee and the Contractually Defined Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form without reference to the Contractually Defined Users. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, must not be provided to any third party. Data relating to the identity of specific users will neither be collected nor be provided to any third party.

§ 6 Responsibilities of the Licensee

The Licensee agrees to:

- a. Provide lists of valid IP addresses to the Publisher and update those lists on a regular basis;
- b. Use reasonable efforts to provide Institutions und Contractually Defined Users with appropriate notice of the terms and conditions under which access to the Licensed Material is granted under this Licence Agreement,
- c. Issue passwords or other access information only to Licensee's IT-service provider for Secure Authentication and Contractually Defined Users and use all reasonable efforts to ensure that they do not divulge their passwords or other access information to any third party.
- d. Use all reasonable efforts, including without limitation by use of Secure Authentication, to ensure that only Licensee and Contractually Defined Users are permitted access to the Licensed Material;

e. The Licensee agrees to:

Use reasonable efforts of industry standard to monitor compliance with the terms of this Licence Agreement and notify the Publisher and provide particulars - to the extent that this is not prohibited by existing data protection rules - on becoming aware of any of the following:

- Any unauthorised access to or use of the Licensed Material or unauthorised use of any of the password(s);
- Any breach of the terms of this Licence Agreement by a Contractually Defined User. Upon becoming aware of any breach of the terms of this Licence Agreement, the Licensee further agrees to promptly and fully investigate and initiate disciplinary procedures in accordance with the Licensee's or Institution's standard practice and to use all reasonable efforts to ensure that such activity ceases and to prevent any recurrence.

§ 7 Licence Fee

1. The Publisher will invoice Licensees for the Licence Fee payable at the addresses specified in Schedule 3.
2. The licence model and the terms of payments to the Publisher are set out in Schedule 3 hereto.

§ 8 Term and Termination

1. This Licence Agreement commences on the date of signature and will remain in full force and effect in perpetuity. Annual updates to the licensed contents will be added as specified in Schedule 3 and 4.
2. The Licensee may terminate this Agreement by giving notice to the Publisher two months prior to the first anniversary date of this Agreement. The same applies for terminations for subsequent years.
3. Any party may terminate this Agreement at any time on the material breach or repeated other breaches by the other of any obligation on its part under this Agreement if, after serving a written notice on the other identifying the nature of the breach, the defaulting party does not remedy the breach within a period of thirty (30) days after the receipt of the written notice.
4. Upon material breach or repeated other breaches by Contractually Defined Users, the Publisher may cease to authorise online access to the Licensed Material only by the Contractually Defined User responsible for the breach.

5. After termination of this Agreement the Publisher must provide (at the option of the Licensee) the Licensees, Participating Institutions and the Contractually Defined Users with access to and use of the Licensed Material. For the avoidance of doubt access and use of archival copies are subject to the terms and conditions as set out in § 3 and § 5 of this Agreement and shall be provided to and to stored by Licensees and Participating Institutions only. In case of termination of this Agreement by the Publisher due to a material breach access to and use of the Licensed Material may be on Licensee's Local Hosting server according to § 2.2.

§ 9 Acknowledgement and protection of Intellectual Property Rights

1. Licensee acknowledges that all Intellectual Property Rights in the Licensed Material are the property of the Publisher or duly licensed to the Publisher and that this Licence Agreement does not assign or transfer to the Licensee any right, title or interest therein except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Licence Agreement.

2. For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by the Licensee, the Institutions or the Contractually Defined Users as a result of Local Hosting, text mining or data mining of the Licensed Material is the property of the Licensee, the Institution or the Contractually Defined User.

§ 10 Representation, warranties and indemnification

1. The Publisher guarantees to the Licensee, the Institutions and the Contractually Defined Users that the Licensed Material and all Intellectual Property Rights therein are owned by or licensed to the Publisher and that the Licensed Material used as contemplated in this Licence Agreement does not infringe any Intellectual Property Rights of any natural or legal person.

2. The Publisher agrees that the Licensee, the Institution and the Contractually Defined Users have no liability and the Publisher will indemnify, defend and hold them harmless against any and all damages, liabilities, claims, causes of action, legal fees and costs incurred by the Licensee in defending against any third party claim of Intellectual Property Rights infringements or threats of claims thereof with respect of the Licensee's, the Institution's or Contractually Defined Users' use of the Licensed Material, provided that:

- The use of the Licensed Material has been in full compliance with the terms and conditions of this Licence Agreement;
- The Licensee provides the Publisher with prompt notice of any such claim or threat of claim;
- The Licensee co-operates fully with the Publisher in the defence or settlement of such claim; and
- The Publisher has sole and complete control over the defence or settlement of such claim.

3. The Publisher reserves the right to change the content (including removal of an entire journal on ceasing to have the right to publish), presentation, user facilities or availability of Parts of the Licensed Material and to make changes in any software used to make the Licensed Material available at its sole discretion. The Publisher must give written notice to the Licensee of any substantial change to the Licenced Material. If the change results in the Licensed Material being no longer deemed useful by the Licensee, the Licensee may within sixty days of such notice treat such changes as a material breach of this Licence Agreement. Licensee may alternatively claim an appropriate, proportionate reduction of Licence Fee with regard to the remaining Licenced Material.

4. The Publisher reserves the right at any time to withdraw from the Licensed Material any item or Part of an item which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Publisher must give written notice to the Licensee of such withdrawal. If the withdrawal results in the Licensed Material being no longer deemed useful by the Licensee, the Licensee may within sixty days of such notice treat such changes as a material breach of this Licence. Licensee may alternatively claim an appropriate, proportionate reduction of Licence Fee with regard to the remaining Licensed Material.

5. While the Publisher has no reason to believe that there are any inaccuracies or defects in the information contained in the Licensed Material, the Publisher makes no representation and gives no warranty, express or implied, with regard to the information contained in, or any Part of, the Licensed Material including (without

limitation) the fitness of such information or Part for any purposes whatsoever and the Publisher accepts no liability for loss suffered or incurred by the Licensee or Contractually Defined Users as a result of their reliance on the Licensed Material.

6. In no circumstances is the Publisher liable to the Licensee for any loss resulting from a cause over which the Publisher does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.

7. The Licensee must notify the Publisher immediately, provide full particulars in the event that they become aware of any actual or threatened claims by any third party in connection with any works contained in the Licensed Material and do all things reasonably required to assist the Publisher in such claims. Upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Material as long as this claim persists. Failure to report knowledge of any actual or threatened claim by any third party should be deemed a breach of this Licence Agreement.

8. Nothing in this Licence Agreement makes the Licensee or the Institutions liable for breach of the terms of this Licence Agreement by any Contractually Defined User provided that the Licensee or the Institution did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

9. Save as provided for in §§ 10.2 and 10.10, neither the Licensee nor the Publisher are liable to the other in contract for slight negligence or otherwise for

- Any special, indirect, incidental, punitive or consequential damages or

- Loss of direct or indirect profits, business, contracts, revenue or anticipated savings or for any increased costs or expenses.

10. Save as provided for in § 10.2, the liability for damage from injury to life, body or health as well as the liability for damage caused intentionally or by gross negligence is unlimited. Apart from this neither party is liable to the other for slight or ordinary negligence, except in the event of negligence which leads to a breach of a contractual obligation, whose fulfillment is indispensable for the proper execution of the contract and on whose observance the contracting party may regularly rely (essential obligation). In case of slight or ordinary negligence which gives rise to a breach of a contractual obligation, however, the liability of all parties for breaching an essential obligation is limited to the damage which may be typically expected during the execution of this agreement.

§ 11 Force majeure

1. Either party's failure to perform any term or condition of this Licence Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities ["Force Majeure"]) should not be deemed to be, or to give rise to, a breach of this Licence Agreement.

2. If either party to this Licence Agreement is prevented or delayed in the performance of any of its obligations under this Licence Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question is excused from the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay continues.

§ 12 Assignment

Save as permitted for under this Licence Agreement, neither this Licence Agreement nor any of the rights and obligations under it may be assigned by either party without obtaining the prior written consent of the other party, such consent must not unreasonably be withheld or delayed. In any permitted assignment, the assignor must procure and ensure that the assignee assumes all rights and obligations of the assignor under this Licence Agreement and agrees to be bound to all the terms of this Licence Agreement. Assignor and Assignee will be liable to the other party as a joint and several debtors.

§ 13 Governing law and dispute resolution

1. This License Agreement shall be interpreted and construed according to and governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods). This License Agreement specifies the rights of Publisher, Licensees, Participating Institutions and Authorized Users under the German Copyright Law and other applicable legislation in Germany. For the interpretation and the translation of the License Agreement into German the meaning of legal terms used in US-law and/or British law and/or common law is not relevant; only the German legal understanding ("Rechtsverständnis") is decisive insofar. Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this License Agreement is Munich, Germany

2. The parties agree to use best efforts to resolve disputes in an informal manner, by decision of the Managing Director of the Publisher and the current Director of the Licensee.

§ 14 Notices

All notices given pursuant to the License Agreement shall be sent to the relevant addressee at its address shown at the head of this agreement, or to such other address as may be notified by either party to the other from time to time under this License Agreement. All notices given pursuant to the License Agreement shall be in writing and may be delivered by hand or shall be deemed received on the date and at the time that the delivery receipt is issued or signed if sent by overnight carrier ("Kurier") or registered mail ("Einschreiben") or certified mail with return receipt requested ("Einschreiben mit Rückschein"). If any notice is sent by facsimile, confirmation copies must be sent as specified above; if the confirmation copy is delivered without delay the notice shall be deemed received on the date of the transfer of the facsimile.

§ 15 General

1. This Licence Agreement and its Schedules constitute the entire agreement between the parties relating to the Licensed Material and supersede all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement of both parties in writing. This shall also apply with respect to a waiver of the requirement of the written form.

2. For the avoidance of doubt, in the event that any content included in the Licensed Material is in the public domain or has been issued under an open licence (e.g. Creative Commons), the Licensor must not place access, use or other restrictions on that content beyond those found in the open licence, where applicable.

3. In the event that the Publisher requires Contractually Defined Users to agree to additional terms relating to the use of the Licensed Material ("click-through" licences) or otherwise attempts to impose terms on Contractually Defined Users through online terms and conditions invoked by the mere use or viewing of the Licensed Material, such terms must not materially differ from the provisions of this Licence Agreement. In the event of any conflict between such terms and this Licence Agreement, the provisions of this Licence Agreement prevail. For the avoidance of doubt, Institutions or Contractually Defined Users are not a party to this Licence Agreement.

4. The Schedules have the same force and effect as if expressly set in the body of this Licence Agreement and any reference to this Licence Agreement includes the Schedules. In case of discrepancies between any of the Schedules and this Licence Agreement the latter always take precedence.

5. The invalidity or unenforceability of any provision of this Licence Agreement does not affect the continuation in force of the remainder of this Licence Agreement.

6. The rights of the parties arising under this Licence Agreement must not be waived except in writing. Any waiver of any of a party's rights under this Licence Agreement or of any breach of this Licence Agreement by the other party must not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon by this Licence Agreement must not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

7. All indemnification obligations and perpetual licence rights will survive the expiration or termination of this Licence Agreement.

IN WITNESS the hands of the above parties on the date first above written:

Signed on:

For and on behalf of:

By:

Signed on:

For and on behalf of:

By:

Annex:

Schedule 1: Guidelines for the Purchase of Publications in the DFG-funded System of Specialised Information Services for Research (DFG form 12.101-11/16)

Schedule 2: List of specified Contractually Defined Users (including possible variations on specified products)

Schedule 3: Calculation of Licence fees

Schedule 4: List of Licensed Material (including titles and licence conditions)

Schedule 5: Standards, Services and Statistics, Method to identify Contractually Defined Users (Secure Authentication)

Schedule 6: Bibliographical, structural & descriptive data of the Licensed Material (List of Metadata)

Schedule 1:

"For the avoidance of doubt, Open Access Regulations covered in Part D of the guidelines do not apply to this license. "

Guidelines for the Purchase of Publications in the DFG-funded System of Specialised Information Services for Research

I. General Guidelines

The primary function of the "Specialised Information Services for Research" funded by the DFG is to allow researchers of all disciplines who are based in Germany, irrespective of where they work, fast and direct access to specialised literature and research-specific information that is not available at every institution in the same scope and in the same quantity. This applies equally to electronic and printed resources.

The following guidelines apply to the DFG-funded purchase of research information for use by a specialised information service:

- The purchase is not restricted in any way by the date of publication or the form in which the media to be acquired was published (e.g. print media, electronic media, audio or video).
- Suitable mechanisms must allow products which are purchased for use by a DFG- funded specialised information service to be made available under contract to relevant research users and must be retained and made available for the long term.
- Products/research publications that are generally understood to be a fundamental requirement of a discipline cannot be purchased.
- General works of reference (such as encyclopaedias, national bibliographies, library catalogues and address books) and costly collectors' items (such as special editions of bibliophilic interest) are excluded from purchase.>

- To facilitate faster access and to allow wider usage, the digital form of a publication, if it is available, should always be preferred (e-only policy). It is possible to depart from this guideline if it is expedient for scientific purposes or if the purchase and national provision of the electronic version are not possible for practical reasons.

- Purchase of both the printed and the electronic version of a product is only possible in exceptional cases for which particular reasons must be provided.

II. Guidelines for the Purchase of Electronic Resources

Libraries providing a specialised information service will be supported in the purchase of digital resources by centres of competence. These centres will handle the purchase of digital resources (licence negotiations) and carry out any technical procedures (involving registration, activation or access platforms, for example). Centres of competence develop purchasing and licensing models which allow specialised information services to licence electronic media so that they can be made available to a contractually defined user group. They handle negotiations, implement the contract and provide rights management and ensure the technical availability of the licensed products.

Electronic products considered for purchase must satisfy the following prerequisites:

A. Regulations on Purchasing

1. The licensee is the library responsible for the specialised information service.
2. The license is purchased so that it can be made available to users under suitable contracts. Users are generally researchers or individuals with access privileges at the following types of institution:
 - a) publicly or privately funded higher education and research institutions in Germany,
 - b) the German National Library, all regional and state libraries as well as main subject libraries,
 - c) primarily publicly funded research libraries and special academic libraries, research institutes primarily funded by the German federal or state governments, including research institutions located abroad but funded by public bodies or primarily publicly funded bodies in Germany, such as the German Historical Institutes. The composition of the subject-specific user groups for whom the licenses are intended can vary widely. The user groups are defined in detail in the licensing contract.

Access to the licensed material is via a **secure authentication process**.

The use of proxy servers is generally possible.

3. The following applies for completed databases, journal archives and completed e-book packages: They are offered for the purchase of permanent access rights through a one-time payment. The purpose of the licence is to grant the non-exclusive, non-transferable right to the licensees and contractually defined user groups for an unlimited time to enable them to use the product via secure authentication, particularly for academic and research purposes. Free access to the vendor's server, generally with no time limit, is included in the licence fee.

For current journals and dynamic databases¹, the following applies: The purpose of the licence is to grant the non-exclusive, non-transferable right to the licensees for the contractually stipulated term of the licence to enable contractually defined user groups to use the product via secure authentication, particularly for academic and research purposes. Free access to the vendor's server for the duration of the licensing is included in the licence fee.

Products can also be licensed for a limited period of use in exceptional and justified cases.

4. The purpose of the licence for completed databases, journal archives, e-books and their licensed volumes and the formed archive volumes for current journals includes the right to archive the contents on servers owned by the licensees or third parties authorized by the licensees for the purpose of ensuring permanent availability of the contents.

Deviations from this guideline are only possible in exceptional and justified cases. They must be described, and reasons must be given in the report.

Exceptions to this regulation are only permitted for dynamic databases, in which the product content continually changes without the old versions being archived. Should the vendor no longer offer the product, the vendor is obligated to supply the licensees with the last version as an archive version.

1. Upon request, the licensor is obligated to physically supply the licensees with the complete product at no additional charge, i.e. including the metadata and all digital objects that are part of the product, on suitable storage media and in suitable data formats as agreed.

a) The licensees may use the data provided in any way they deem suitable in order to make the product accessible to the contractually defined user group while up- holding the licence agreements. They may, for this purpose, integrate the data in technical usage/storage systems (hosting and archiving) of their own or that are operated by a third party.

b) The licensees may commission third parties (e.g. library network systems and other technical infrastructure facilities of German libraries or commercial opera- tors) with the operation of the technical equipment for secure authentication and for the use of the product by the contractually defined user group.

c) The licensees are authorised to use the data to set up value-added services. These include, for example, evaluation services (data mining) and aggregation or integration services in virtual research environments for contractually defined users.

d) In the case of licenses or content which include the use of the product for an un- limited time period, the licensees and third parties commissioned by the licensees are also authorised to take all technical measures necessary to safeguard the long-term storage of the product (in particular, but not limited to the conversion of the data into other formats), or to commission third parties to perform such measures.

e) The data (e.g. metadata, content objects) are to be delivered in open, standardised formats (if possible, PDF/XML and NLM-DTD) and accompanied by documentation.

f) The data are to be delivered in their entirety and are to be identical to the li- censed product.

g) The data must be delivered in a standardised character set (utf8 if possible).

5. So that usage statistics can be compiled, the supplier is to provide data broken down by month and where possible in the current standard of the "COUNTER Code of Practice".

6. Multi-year licences must include an option for early termination for the licensee.

B. Product Features / Offer Features

8. The vendor provides the products on its own platform and guarantees high availability (24/7/365).

9. The vendor platform generally offers a sufficiently powerful linking syntax through which all data records and important structural outlining levels can be accessed (e.g. Inbound OpenURL).

10. The vendor platform generally offers linking from references and other bibliographic data records to further services via open interfaces (Outbound OpenURL).

11. The provision of a standardised interface (e.g. Z39.50 or SRU/SRW) for linking to metasearch systems is required for databases and is at least desirable for e-books and journals.

12. The licensed products are generally accessible via open, standardised and persistent URIs, e.g. DOI or URN.

a) Metadata and content objects must be linked to one another via these URIs.

b) URIs must be resolvable with a resolver so that each individual data record (e.g. article or e-book) can be linked.

13. Content should be usable with widely available tools (e.g. PDF viewer or web browser). The recommendations of the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (web accessibility, valid HTML) should be taken into account.

14. The breakdown of the product into logical units (e.g. assignment of data records to products or of articles to journal titles) must be reflected by the data delivered.

15. If a product is available from multiple vendors, a platform-independent licence should be preferably purchased.

16. As a rule, all products have the option of full text indexing.

17. The integration of functionalities such as OpenLinking, interfaces, personalisation functions, interactive and multimedia elements and even complete multimedia resources such as film archives is preferable.

18. The following additional criteria apply to the purchase of e-books:

a) The offer also includes the option of selecting individual titles.

b) Prebundled packages can only be licensed if all of the titles in a package satisfy high scientific quality standards.

c) The products are offered in a widely available format and with widely available reader software. Only in exceptional cases may licensing require the purchase of proprietary reader software. In this case, it is mandatory that the vendor provides standard formats for hosting and long-term archiving at no additional charge.

C. Usage Regulations

19. Use is permitted only within the scope of the services typically provided by libraries to their users, i.e. primarily for research and personal use. Further processing functions, such as downloading and printing digital content for personal and academic use, are part of the licence.

20. The licensee or a third party authorised by the licensee should be permitted to include the licensed content in virtual research tools, such as electronic course packs, virtual research environments and virtual specialised libraries. This should be part of the contractual arrangements.

21. The licensee or a third party authorised by the licensee is permitted to use the metadata in any way suitable for enabling, promoting, facilitating and supporting the use of the licensed product or the individual information objects it contains by the contractually defined users. In particular, the metadata may be indexed for this purpose and, if necessary, 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). These links facilitate direct access by the contractually defined users to the licensed product and the information objects it contains. All users have the right to use the metadata in this way.

D. Open Access Regulations

22. Where possible, open access rights should be granted for the licensed materials, particularly for journals. The following regulations are recommended: Authors from the contractually defined user group are permitted free of charge to store without delay their articles which appear in licensed journals generally in the form published by the publisher (e.g. PDF) in an (institutional or discipline-specific) repository of their choice and to make them available through open access. The institutions to which the authors belong have the same right. An agreement by which the publisher itself stores articles written by authors from the contractually defined user group in a repository may also be reached.>

Schedule 2:

List of specified Contractually Defined Users

List of Contractually Defined Users

Participating Institutions

UB Frankfurt

Higher Education Institutions financed either by public or private funding

National, regional and state libraries

Academic specialist libraries mainly financed by public funding

Research institutions mainly financed by public funding

Governmental institutions

Diocesan libraries and regional church libraries in Germany

Including any of the above-mentioned types of German institutions abroad

A list of participating members - which can be widened if required - will be provided to Brill by the Licensee before activation of access to the licensed materials. Licensee will provide details as follows:

Licensing institution name and address

Licensing institution contact email address

Licensing institution IP Ranges

Authorised Users of Participating Institutions

Individuals who are authorised by the Institution 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.

Non institutional Access

Individuals who are authorized by the Licensee for access to the Licensed Material via Secure Authentication are deemed to be Authorised Users. Non institutional access of individuals shall be permitted via individual authentication subject to a requirement of residence in Germany.

Schedule 3:

Backlist

9789004222762 Biology E-Books Online, Collection 2007-2010 Subject Collection brill.com/bioeb 26

9789004222779 Biology E-Books Online, Collection 2011 Subject Collection brill.com/bioeb 10

9789004223233 Biology E-Books Online, Collection 2012 Subject Collection brill.com/bioeb 6

9789004248656 Biology E-Books Online, Collection 2013 Subject Collection brill.com/bioeb 12

9789004262423 Biology E-Books Online, Collection 2014 Subject Collection brill.com/bioeb 12

9783657100019 Schöningh and Fink Biology E-Books Online, Collection 2007-2017 Special Collection brill.com 6

Total List Price

FID National License total *1,5

Frontlist

As a compliment, in addition to the listed collections below, new releases from the Biology E-Book Collection Online for the years 2021 - 2022 are added without extra charge.

9789004287396 Biology E-Books Online, Collection 2015 brill.com/bioeb 14

9789004303829 Biology E-Books Online, Collection 2016-2017 brill.com/bioeb 14

9789004390812 Biology E-Books Online, Collection 2019-2020 brill.com/bioeb 10

Biology E-Books Online, Collection 2021 - 2022 n.n. n.n.

Total List Price

FID National License *2,5

In Total:

License Model

FID - National License

3. Licensee must cause the Licensor to be paid the total License Fee of 25,429.50 EUR as payment for the Licensed Material and the Metadata and the rights granted in this Agreement.

The total amount is due and payable within 60 days from the date of the receipt of the invoice.

Publisher must pay any direct taxes for the grant of rights according to this Licence Agreement, insofar as the Publisher is liable to pay the tax according to the law of the tax-raising state. The Licensee may deduct from the gross price any withholding taxes (in particular withholding tax pursuant to § 50a Einkommensteuergesetz (EStG = German Income Tax Act) "Quellensteuer") and pay them to the tax authorities unless a valid certificate of exemption is provided by the Publisher.

Schedule 4:

1. List of Licensed Material (including titles and licence conditions):

See Schedule 3.

2. Access to back files:

See Schedule 3.>

3. The Publisher delivers Metadata for the following titles:

All licensed content

Schedule 5:

Standards, Services and Statistics, Method to identify Contractually Defined Users (Secure Authentication)

1. Usage statistics have to be provided compliant with the most recent release of the COUNTER Code of Practice. The Publisher should support automatic enquiry of usage statistics through standard interfaces (e.g. SUSHI). The statistic reports indicate the use of the back files separately from the use of current volumes if applicable and must be supplied not later than three weeks after the end of each quarter. In case IP addresses are being activated for individual authorised Institutions or Shibboleth is used for access control the statistics are to be provided in separate lists containing the use of the individual titles by each authorised Institution. Usage statistics for the use by individual subjects must not include any personal data. In case of national licences the usage statistics should include the identifier of the Institutions supplied by Licensee (WIB-number).

2. Secure Authentication methods include Shibboleth, Internet Protocol (IP) ranges as well as authentication with username and password or other methods that are to be agreed upon in writing between the Publisher and the Licensee. The use of proxy servers is permitted as long as any proxy server IP addresses provided limit

remote or off-campus access to Contractually Defined Users. Exchange of IP data: Publisher should implement automatic synchronisation mechanisms for IP data provided by the Licensee if applicable.

3. Customer support services to Licensee, Institutions and Contractually Defined Users will be provided via e-mail or phone, including answering e-mail inquiries relating to the use, functionality and content of the Licensed Material within 24 hrs of request, if possible. In case of outage access must be reinstated within 48 hrs of request. Any subsequent day of outage results in a proportionate refund of the Licence Fee. Publisher informs Licensee of expected outages via e-mail or RSS feeds. Auto Alerts: The Publisher should provide the Contractually Defined Users with current awareness services, e.g. RSS feeds, alerting e-mails.

4. In case of A&I databases: Outbound Linking: Publisher enables outbound OpenURL links for all records. These links include all relevant bibliographic Metadata, a source identifier and the character encoding in use. In case of fulltext material: Outbound Linking for References: Publisher enables outbound OpenURL links for all references. These links include all relevant bibliographic Metadata, a source identifier and the character encoding in use.

5. Inbound Linking Syntax: The Publisher must provide the Licensee with the algorithm or syntax for constructing links to all relevant levels of aggregation, in particular an article-level link from an article's Metadata within the Licensed Material. The inbound linking must be documented, and these documents must be shared with the link resolver vendors and other relevant service providers.

6. Transfer of Titles: The Publisher must comply with the Code of Practice of Project Transfer relating to the transfer of titles between publishers. In addition, the Publisher must use best efforts to ensure that the Licensee does not lose access to the Licensed Material subject to this Licence Agreement. The Publisher will use all reasonable efforts to retain a non-exclusive copy of the volumes published and make them available free of charge through the Publisher's Platform. Alternatively the transferring Licensor must use best efforts to assign all rights and obligations of this Licence Agreement to the receiving Licensor and ensure that any archival and perpetual access rights that have been granted are honored, especially that the receiving Licensor will provide access to the Licensee to the volumes published until the date of the transfer of the respective title. At the latest 6 months after the first announcement of the transfer, Publisher must give a written notice to the Licensee about the outcome of negotiations with the receiving Licensor regarding the rights of the Licensee and the before mentioned alternatives of providing access to the transferred title(s). In the event that the Publisher ceases to publish a Part or Parts of the Licensed Material, a digital archive must be maintained of such Licensed Material and must be made available free of charge through the Licensor's Platform or via a third party server and by supplying such material free of charge to the Licensee, the Institutions and the Contractually Defined Users.

If the Publisher acquires works that become subject to this Licence Agreement, he will use best efforts to acquire rights to perform under this Licence Agreement, including but not limited to perpetual access rights.

7. User Interface: The Publisher strives to comply with the level A of the Web Accessibility Initiative (WAI) Guidelines of the World Wide Web Consortium (W3C) and use all best efforts to comply with the level AA of the WAI Guidelines of W3C.

8. Notifications: All substantial changes on the interfaces, including, but not limited to user interfaces, inbound linking syntax or delivery formats must be communicated two months in advance. If possible and applicable, Licensee should have access to a preview of the new interface.

9. In case of A&I databases: Search API: The Publisher must offer a standardised interface to enable metasearch, e.g. Z39.50 or SRU/SRW. Details will be subject to a special agreement between the Publisher and the Licensee.

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 2013" by the Consortium of Library Networks. <http://d-nb.info/104233336X/34> (urn:nbn:de:101-2013092601)

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 2013" by the Consortium of Library Networks. <http://d-nb.info/104233336X/34> (urn:nbn:de:101-2013092601)

Follow-up deliveries of newly added titles and editions are provided by activation via the usual channels. If the Licensor 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 Licensor 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".