

## General License Agreement for the usage of De Gruyter databases, eBooks and **eJournals**

between

### Walter de Gruyter GmbH Genthiner Str. 13, 10785 Berlin

- hereinafter referred to as "De Gruyter" -

and

## Slovenská technická univerzita v Bratislave - Slovak University of Technology in Bratislava, Vazovova 5, 812 43 Bratislava, Slovak Republic

- hereinafter referred to as "Licensee" -

#### **Preamble**

De Gruyter offers the use of its own databases and eJournal contents on the basis of a time-limited option and/or perpetual option. In principle, the use of De Gruyter eBooks is offered on a perpetual basis. This license agreement regulates the rights and duties from De Gruyter as well as the Licensee for the use of databases as well as eJournals and eBooks. The details of the duration of the respective licenses as well as details concerning the licensee are defined in appendix 1.

In light of the foregoing, the parties agree to the following:

#### 1. **Key definitions:**

Time-limited option: By paying an annual fee (hereinafter referred to as annual license fee), the

Licensee can use the content of a database / an eJournal package for 12 months. After a specific number of years defined in the respective appendix of continuous payment of the, at that time, current annual license fee the Licensee acquires the right of perpetual access to the then published basic database content of such databases which are also offered in a perpetual option and/or the eJournal respectively. If it is a completed database or eJournal, no further payments are charged. For regularly expanded or updated databases the Licensee must then pay the, at that time, current annual update fee to access these versions. Renewal invoices are sent automatically to the Licensee, unless De Gruyter has received a written cancellation order at the latest two months prior to the end of the period of validity. Upon cancellation prior to the specific number of years defined in the respective appendix of continuous payment of the, at that time, current annual license fee, the right to use the database expires at the end of the period of validity.

**Perpetual option:** With a single payment (hereinafter referred to as **perpetual license fee**) the Licensee acquires a license for an unlimited period of time to the basic content of a database available at the date of payment and/or the eJournal respectively. If the content of the database is complete at the time of payment, no further payments are charged. If the content of a database is regularly updated or expanded, the Licensee has to pay the, at that time, current annual update fee to access these versions. With payment of the update fee the Licensee acquires a license for an unlimited period of time to the then currently available updated or

Executive Board: Dr. Anke Beck, Carsten Buhr Chairman of the Supervisory Board: Rüdiger Gebauer



expanded basic database content. The annual update fee is automatically charged starting from January  $\mathbf{1}^{\text{st}}$  of the year following the payment of the perpetual license fee. The client can cancel future automatic updates in writing at the latest until November 1 of a year.

eBooks:

With payment of a one-time price the Licensee acquires a perpetual license for the eBook(s).

**Basic database content:** The content available of a database at a specific point of time.

**Authorized Users:** Authorized users are users of the Licensee which have a valid user authorization and whose permanent residence is in the city where the Licensee is located. Authorized users can only be natural persons. The Licensee is obliged to control the user authorization annually, here the authorized users must present their user authorization in person.

## 2. Subject Matter of the Agreement

- 2.1 This agreement regulates the perpetual and time-limited access to the basic database content as well as the licensing of eJournal content and eBooks from De Gruyter for the Licensee (hereinafter referred to as **service**).
- 2.2 The agreed terms of a service (time-limited or perpetual licenses, date, annual/perpetual license fee for eJournals or eBooks, number of years until entitlement to perpetual access, update regulations) are documented in an Appendix to this General License Agreement (Appendix 1). An Appendix will be part of this General License Agreement when it is issued by De Gruyter and accepted by the Licensee as a part of this General License Agreement.
- 2.3 De Gruyter grants the Licensee the non-exclusive, non-transferable right which may not be sub-let to access the services in accordance with this Agreement and the regulations in the respective Appendix and to enable access and allow the use for the Authorized Users (Appendix 1). Access and use for the respective platform from De Gruyter have to be via an independent network or a virtual network via the internet which only allows access to the Authorized Users who are checked and supervised by the Licensee.
- 2.4 De Gruyter enables access for the Licensee to its services on a platform from De Gruyter. In case of a perpetual license for a service, access is granted for an unlimited period of time to the basic content available at the date of payment. In case of time-limited licensing the access is restricted to 12 months and prolonged for additional 12 months after payment of the, at that time, current annual license fee.

The details for access to an expanded or updated version of a database are given in Appendix 1 to the General License Agreement. Access via a time-limited license is granted for an unlimited period of time once the number of years of continuous payment of the, at that time, current annual license fee as defined in the respective Appendix has been reached.

- 2.5 Access is provided to the Licensee for an unlimited number of concurrent users.
- 2.6 De Gruyter does not recognise any of the Licensee's general terms and conditions which deviate from or extend these license conditions unless De Gruyter has agreed in writing that they should apply.

#### 3. Payment

3.1 The rights of use and access are granted on condition that payments due are met. The fee that



- the Licensee has to pay to De Gruyter for the particular service is specified in Appendix 1 to this agreement.
- 3.2 The specifics about the update or annual license fee for updated or expanded databases are defined in the respective Appendix. The amount of the update or annual license fee is based on the amount of additional content added to a database within a year and is defined on average one year in advance.
- 3.3 Absent an agreement by the parties to the contrary, all payments are due no later than 30 days following the invoice date.
- 3.4 The costs of hardware, software, telecommunication, etc. incurring in conjunction with the access are to be paid by the Licensee alone.
- 3.5 The Licensee can only set off such counter-claims or retentions as have been established by the courts or are uncontested.

### 4. Rights of use, Access rights

- 4.1 The contracting parties agree that the services are copyright-protected in De Gruyter's favour. This applies both to the platform/database, the works in the database and to the copyright-protected works contained therein and to any other protectable elements. For this, use and access are only allowed to the extent expressly permitted by this General License Agreement.
- 4.2 Access rights only apply to the Licensee's IP addresses registered with De Gruyter. Furthermore access rights can be obtained for additional authentication processes (e.g. Shibboleth) agreed upon by De Gruyter with the Licensee. Access rights apply to the Authorized Sites (Appendix 1) of the Licensee within a LAN (Local Access Network). Access for multiple sites (Multi Site Access) has to be agreed upon with De Gruyter and stated in the respective Appendix.
- 4.3 Walk-in library users are granted access to the services via computer work-stations within the Licensee's physical premises. All other Authorized Users are allowed to use the services via computer work-stations within the Licensee's physical premises or if the Licensee allows this provision through remote access via the Licensee's secure network. Beyond this, the Licensee is not permitted to reproduce the services or to make it available to the public.
- 4.4 Authorized Users are allowed access to the services for their private use or for purposes of research, to view it and search it and to make individual print-outs or electronic copies of individual articles or chapters which do not constitute more than a small proportion of a service.
- 4.5 The Licensee may generate temporary local copies of the services which are produced for a limited time as an integral and substantive part of a technological process (caching), the sole purpose of which is to allow Authorized Users use in accordance with the contractual conditions and which do not possess any independent economic value.
- 4.6 The Licensee and the Authorized Users may use appropriate parts of the services to produce printed teaching materials for use by the Authorized Users within the Licensee's Authorized Sites; these materials are not permitted to be used for re-sale or any other commercial purpose.
- 4.7 The Licensee and the Authorized Users are not permitted to use or exploit the services in whole or in part by sale to third parties, rent, lease, loan or any other means for commercial or trade purposes.
- 4.8 The Licensee is not permitted to be a commercial party to paid documentation services and to



make the service available in whole or in part for this purpose. In exception to this, however, the Licensee is allowed to respond to a request by another library to generate a print-out of part of the service (e.g. an eJournal article or an eBook chapter) and to despatch this via non-commercial inter-library loan services. This only applies to paper print-outs; electronic copies may not be made. The use of the "Ariel Interlibrary Loan Software" for the transmission of a small proportion of the service to a printer/fax of another library is allowed, a transmission to e-mail addresses is not permitted. The transmission of whole eBooks via non-commercial inter-library loan services is not allowed.

- 4.9 The Licensee and the Authorized Users are not allowed to make parts of the services available in other networks outside the Licensee's secure network, for example on the internet or the World Wide Web.
- 4.10 The Licensee and the Authorized Users are not permitted to deploy robots, spiders, crawlers or other automated download programs or other aids to search, index or download the services continuously and automatically (e.g. systematic download, deployment of retrieval software).
- 4.11 The Licensee and the Authorized Users may not process, operate on or in any other way alter the services unless this is necessary for the content to be used in accordance with this General License Agreement.
- 4.12 The contents are only made available via the respective platform from De Gruyter. For licensed eBooks on De Gruyter's online platform the Licensee has archive rights (in addition to access rights via internet according to art. 2.3 and 2.4) on their own platform for the use of the content by Authorized Users. PDFs of the licensed eBooks will be provided to the Licensee on request. Any contents thus made available on the Licensee are subject to these present conditions for access via the online platform from De Gruyter.
- 4.13 Within the scope of De Gruyter's current corporate principles, the Licensee is also granted access to the contents of previous volumes of an eJournal or what is known as a Yearbook published before the volume currently subscribed and which have never been actively ordered or received. This only applies if these previous volumes are available on the platform and at a maximum back to the volumes of the year 1995. This access is provided on an ex gratia basis. If the current volume is no longer being subscribed to, the access to the contents described in sentence 1 is also terminated. The Licensee's rights of use laid down by legal provisions remain unaffected by the foregoing restrictions (art. 4)
- 4.14 De Gruyter reserves the right to withdraw individual products or parts of its services if De Gruyter no longer owns the requisite rights or if there is reasonable cause to suspect that individual products or parts of the services offend the rights of third parties or are illegal in any other way for example are defamatory or obscene.
- 4.15 Authors' names, copyright notices, references to registered marks (esp. brands and company names), logos, other references serving identification or relevant to copyright purposes, together with liability exclusions, legal reservations etc. may not be removed, altered or suppressed.
- 4.16 The Licensee must in writing or on-line inform in due form the Authorized Users of these license conditions and oblige the Authorized Users to observe them. Furthermore the Licensee is required to make all appropriate efforts to ensure that
  - only Authorized Users are granted access to the services;
  - the Authorized Users are appropriately informed of the importance of observing the copyright and other rights attached to the services;
  - the Conditions of this License are adhered to.



## **5 Availability, Maintenance, Technical Requirements, Security Measures**

- 5.1 De Gruyter grants the Licensee access to the services via the internet. De Gruyter will make appropriate efforts to ensure that its servers maintain sufficient capacity and bandwidth to guarantee availability for the Licensee and the Authorized Users at a level comparable to that of the availability of information services of a comparable type and size via the internet. De Gruyter's responsibility for providing and transmitting data ends however at the point where De Gruyter's servers are linked to the internet ("handover point").
- 5.2 Maintenance and servicing work can lead to temporary restrictions in the availability of the services. De Gruyter will carry out the required work as speedily and smoothly as possible.
- 5.3 The Licensee bears sole responsibility for their connection to the internet and the maintenance of such connection and for the requisite hardware and software for communicating with the servers from De Gruyter together with any additional telecommunication equipment. The Licensee has to provide adequate state-of-the-art protection from viruses and unauthorised access for their deployed systems.
- 5.4 If there are grounds to suspect that third parties have made unauthorised use of provided access data, the Licensee is obliged to report this to De Gruyter without delay. The Licensee is liable for any misuse of their access data for which they are responsible. Provided no blame is attached to De Gruyter, De Gruyter is not liable for any damage caused to the Licensee by misuse or loss of their access data (especially IP address or username/password).
- 5.5 The Licensee is obliged to take all appropriate and suitable technical and legal steps to prevent use in contravention of the agreement or in excess of the rights granted, misuse and other disruptions. The Licensee is in addition obliged to inform De Gruyter without delay and in detail of all such incidents and to furnish De Gruyter with all the data and documentation relevant to the analysis and removal of such incidents. In each case of infringement of the provisions of this contract, the Licensee undertakes to cooperate with De Gruyter to immediately stop the contractual infringement.
- 5.6 To establish whether illicit use or misuse has occurred, De Gruyter is entitled to monitor access to the services and use of the platform.
- 5.7 If De Gruyter receives knowledge of illicit use or misuse of the Licensee's access data, or if there are objective grounds for fearing such an illicit use or misuse, De Gruyter will inform the Licensee without delay and set a time-limit for cessation. As a preventive measure De Gruyter is entitled to block access (for the Licensee as a whole or for individual IP addresses) until the suspicion of illicit use or misuse has been removed.
- 5.8 The Licensee is obliged to compensate De Gruyter for all damage caused by illicit or careless use by Authorised Users or by third parties which gain unauthorised access to the services via the Licensee's network and which the Licensee could have prevented by fulfilling their obligations under art. 5.5.

## **6 Disruption of Service, Guarantee**

6.1 Disruptions to the availability of the service do not entitle the Licensee to terminate the agreement or claim compensation for damage or expense caused thereby if the disruptions are of a short temporary nature. Only if the disruptions exceed a tolerable extent to a considerable degree the Licensee is entitled to give extraordinary notice to terminate the agreement under art. 10.1. – after expiry of a reasonable time-limit for the disruption to be removed set by the Licensee in writing. In this case, art. 7 applies for possible claims for compensation for damage or the reim-



bursement of expenses; all further rights are excluded.

- 6.2 The Licensee is obliged to report any substantive or legal defects to De Gruyter in writing without delay, to give an exact description of any such defect and to provide all information and documentation required to remedy the defect. In the event of such defects, the Licensee must first grant De Gruyter an appropriate time-period for fulfilling their obligations. The Licensee is not entitled to require that unsubstantial substantive or legal defects be remedied.
- 6.3 The period of limitation for substantive and legal defects is one year beginning from the transfer/licensing of the service to the Licensee. However, this does not apply to warranty claims for defects by consumers or claims for damages resulting from injuries to life, body or health and/or claims for damages resulting from gross negligence or intent caused by De Gruyter. For consumers, the statutory regulations governing limitation apply.
- 6.4 Representations in marketing materials, service descriptions etc. do not constitute any guarantee. A guarantee is only given after explicit written confirmation by De Gruyter.

#### 7 Liabilities

- 7.1 De Gruyter is only liable for compensation regardless of the legal reason, especially as a result of failure to fulfil its obligations, of actions not permitted, of delay -
  - (a) to the full extent in cases of intent and gross negligence on the part of De Gruyter, its repre sentatives or agents;
  - (b) for typical and foreseeable damage in cases of simple negligence, if an essential obligation (known as a cardinal obligation) has been breached;
  - (c) to the full extent in the case of breach of guarantee.

De Gruyter bears no other liability. In the sense of art. 7.1, cardinal obligations are all obligations the breach of which endangers performance of the purpose of the agreement, together with all obligations the fulfilment of which allows the contract to be performed and on the fulfilment of which the Licensee can regularly depend. The provisions above do not involve a shift in the burden of proof to the Licensee's disadvantage.

- 7.2 De Gruyter's liability for personal damage (injury to life, body, health) and its liability under the (German) Product Liability Law remain unaffected.
- 7.3 To the extent that De Gruyter's liability is excluded or limited, this also applies for the personal liability of De Gruyter's organs, representatives or agents.
- 7.4 De Gruyter will exercise the normal care and diligence customary for its field of activity to compile, process and present the contents made available via the respective platform in line with the current state of knowledge. Despite due care being exercised in collecting, processing, checking and correcting contents, errors cannot be excluded. As far as is compatible with product liability legislation, in particular with the (German) Product Liability Law, De Gruyter therefore assumes no guarantee or liability for the substantive accuracy or completeness of the contents and for damage incurred by the Licensee or the Authorised Users as a direct or indirect result of using the contents (in whole or in part) except in the case of intent.
- 7.5 De Gruyter is not responsible for technical problems (e.g. line disruptions, power cuts and other problems in the internet and telecommunications infrastructures) or for other circumstances (e.g. war, strike, floods, restrictions imposed by the state) beyond De Gruyter's control.
- 7.6 Insofar as the Licensee is responsible for defects in the licensed databases, eJournal contents and eBooks (e.g. errors in content, sense or typography when sending copies) they release De Gruyter



from all guarantee and compensation claims which third parties – especially users – might bring against De Gruyter.

## 8. Assignment / Transfer

- 8.1 The Licensee is not entitled to assign or transfer to third parties any rights or claims arising from this general license agreement without the prior, expressly written consent of De Gruyter. The Licensee is not entitled to pledge the transfer or license.
- 8.2 De Gruyter is entitled to assign or transfer to third parties any and all claims or rights arising from this general license agreement without having to obtain the consent of the Licensee.

#### 9. Relationship between the Parties

- 9.1 This Agreement and all of its Appendixes do not create any partnership, joint venture, and/or any similar relationship between the parties.
- 9.2 Furthermore, this Agreement and all of its Appendixes do not create any kind of agency relationship between the parties and/or any authorizations/powers of attorney in favour of the respective other party.

#### 10. Miscellaneous Provisions

- 10.1 Either party's right to terminate the agreement for important cause remains unaffected. De Gruyter can in particular terminate the agreement if illicit use has been made or if the rights granted by these conditions have been exceeded. Termination for important cause assumes that adequate time has been given in writing for the cause to be remedied without remedy having been effected within that time.
- 10.2 De Gruyter processes the Licensee's data electronically. For this, legal data protection regulations will be observed.
- 10.3 The use of the services can involve the placing of cookies to check that access is authorised and to ensure smooth running of the service. If settings in the browser software used by the Licensee or Authorised Users do not permit the use of cookies, registration and use of the service may not be possible or may be subjected to severe restrictions. In such cases, De Gruyter gives no guarantee.
- 10.4 The licensed services contain links to third-party websites. De Gruyter cannot constantly check these sites or influence their contents. De Gruyter does not assume responsibility for these sites or for their technical quality or the quality of their contents.

### 11. Concluding Conditions

- 11.1 This Agreement is subject to the law of the Federal Republic of Germany, with the exception of the United Nations Convention on contracts for the International Sale of Goods.
- 11.2 If the client is a businessperson, a corporate body under public law, constitutes special assets governed by public law or is without domestic legal domicile, the exclusive competent court of jurisdiction for all disputes arising out of or in connection with these license conditions is Berlin.
- 11.3 Modifications and supplementations to this contract must be made in writing. The same applies to the contracting away of this written-form clause.



- 11.4 The rights and duties arising from this agreement are also binding for legal successors of any of the parties.
- 11.5 Should individual provisions of these conditions or of the license agreement be or become null or void or if there is an omission in the agreement, the validity of the remaining provisions remains unaffected. Instead of the null or void provision, that effective provision is regarded as agreed which approximates most closely in actual, legal and economic terms to the purpose of the non-effective provision and of the agreement as a whole. This applies correspondingly in the event of an omission in the agreement.
- 11.6 Appendix 1 as well further Appendixes issued by De Gruyter and accepted by the Licensee as a part of this General License Agreement in their entirety constitute an integral part of this contract.

Berlin, 15/02/2017		
Walter de Gruyter GmbH	Licensee	
Walter de Gruyter GmbH		



# **Appendix 1 of the General License Agreement**

# **Perpetual licensing terms**

Service	eBooks
	• Package 2016 € 1.141,79
	• Package 2005-2015 € 1.805,12
	as listed below
Billing address	Slovak University of Technology
	Faculty of Architecture Library
	Námestie slobody 19
	812 45 BRATISLAVA
	SLOWAKEI
License period	perpetual
Perpetual license fee	€ 2.946,91
Date	16.12.2016
Authorized sites of the Licensee	Campus license for - Slovenská technická univerzita v ratislave - Slovak University of Technology in Bratislava
Authorized Users of the Licensee	Employees of the Client
	<b>Students and employees of the University</b> : all currently enrolled full or part-time students of the client (incl. visiting students); currently employed faculty (whether on a permanent, temporary, contract or visiting basis); teaching staff, administrators and staff (permanent or temporary) as well as contractors of the client
	<b>Library Users</b> : any person who is not a member of the authorized users mentioned above and who holds a current, valid library card from the client as well as walk-in-users.

## eBook Package 2016

Autor	Title	ISBN
	9 x 9 A Method of Design. From City to House Contin-	
Eberle, D., Nasso, M. (Eds.)	ued	978-3-0356-1099-4
Watts, A.	Modern Construction Handbook	978-3-0356-0771-0
	best of DETAIL Material + Oberfläche/ best of DETAIL	
Schittich, Ch. (Ed.)	Materials + Finishes	978-3-95553-323-6
Lushington, N., Rudorf, W.,	Libraries – A Design Manual	
Wong, L.		978-3-03821-630-8
Hoffmann, H. W.	Museum Buildings	978-3-95553-296-3
Ed. by Schittich, Ch.	Best of Detail: Beton/Concrete	978-3-95553-287-1
Michel, R., Joost, G., Mareis, C.	Design Research Now 2	
(Eds.)		978-3-03821-531-8

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Banz, C. (Ed.)	Social Design	978-3-8394-3068-2
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IBO Österreichisches Institut für	logue of Ecologically Rated Constructions for	
Baubiologie und -ökologie (Ed.)	Renovation	978-3-0356-0754-3
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## eBook Package 2005-2015

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Waechter-Böhm, Liesbeth	Hermann & Valentiny and Partners. (2013) Codes	978-3-0346-0963-0
Hugentobler, M., Hofer, A., Simmendinger, P. (Eds.)	More than Housing (2015)	978-3-0356-0470-2
Hoverstadt, L., Buhlmann, V. (Eds.) Alvarez - Marin, D., Roman, M., Michael, S.	A Quantum City (2015)	978-3-0356-0641-6
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Herrmann, E. M., Krammer, M., Sturm, J., Wartzeck, S.; Reichel, A., Schultz, K. (Ed.)	Enclose   Build (2015)	978-3-0356-0336-1
El khouli, S., John, V., Zeumer, M.	Sustainable construction techniques (2015)	978-3-95553-239-0
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Bürdek, B.E.	Design (2015)	978-3-0356-0394-1
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Leydecker,S. (Ed.)	Designing Interior Architecture. Concept, Typology, Material, Construction	978-3-0346-1580-8
Richter - Dahl Rocha & Associés	Toward an Integral Practice of Architecture (2014)	978-3-03821-016-0
Gänshirt, Ch.	Tools for Ideas . Introduction to Architectural Design	978-3-0346-0924-1
Pieper, J.	Das Labyrinthische (2012). Über die Idee des Verborgenen, Rätselhaften, Schwierigen in der Geschichte der Architektur	978-3-0346-0150-4
Harten, H.	Transformation und Utopie des Raums in der Französischen Revolution (2014)	978-3-0356-0066-7
Canter, David V.	Architekturpsychologie (2014)	978-3-0356-0174-9
Buttlar, A., Dolff-Bonekämper, G., Falser, M. S., Hubel, A., Mörsch, G., ed. Habich, J.	Denkmalpflege statt Attrappenkult (2012)	978-3-0346-1158-9
Bodenschatz, H., Sassi, P., Welch Guerra, M.	Urbanism and Dictatorship (2015)	978-3-03821-513-4
Wohlleben, M., Mörsch, G.	Georg Dehio und Alois Riegl – Konservieren, nicht restaurieren. Streitschriften zur Denkmalpflege um 1900 (1988)	978-3-0356-0101-5



Feddersen, E., Lüdtke, I.	Living for the Elderly	978-3-0346-0896-1
Feddersen, E., Lüdtke, I.	Lost in space. Architecture and Dementia	978-3-03821-120-4
Heckmann, O., Schneider, F.	Floor Plan Manual (2012)	978-3-0346-1040-7
Loidl, H., Bernard, S.	Open(ing) Spaces (2014)	978-3-03821-223-2
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Lennartz, M. W., Jacob-Freitag, S.	New Architecture in Wood (2015)	978-3-0356-0458-0
ÖGFA	Das Geschäft mit der Stadt (2015)	978-3-0356-0368-2
Schröpfer, T.	Dense + Green (2015)	978-3-03821-014-6
Feuerstein, Ch., Leeb, F.	Generationen Wohnen (2015)	978-3-95553-262-8
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