

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this on date DD.MM, YEAR by and between

**Central and Eastern European Online Library
GmbH**

and

JU Muzej Sarajeva / Museum of Sarajevo

whose principal place of business is at

whose principal place of business is at

**Basaltstrasse 9
D – 60487 Frankfurt am Main
GERMANY**

**Josipa Stadlera 32
71 000 Sarajevo, Bosnia and Herzegovina**

hereinafter: „CEEOL“

hereinafter „Licensor“

PREAMBLE

CEEOL shall maintain an online-repository providing Authorized Users access to Open Access content from journals, periodicals, books and/or other works, which have been or will be published and supplied to the repository by the Licensor. CEEOL disseminates such content to institutional and private users worldwide providing them access to the documents via the Internet.

The object of this Agreement is the settlement of mutual rights and duties between Licensor and CEEOL, allowing Licensor to use CEEOL's repository for global dissemination of his content by uploading and storing this content to the repository; allowing, vice versa, CEEOL to provide Authorized Users access to this content by data transmission from his repository web-site.

Both parties agree that the CEEOL-database and the repository Cloud-Application constitute a software product as defined in section 4 sub-sec. 2, 87a sub-sec. 1 German Copyright Act (Urhebergesetz) that is protected by law, based on CEEOL's selection and arrangement of the Publications and Content and the CEEOL's investment in the construction and maintenance of the CEEOL-database. Both parties agree that CEEOL is the owner of all rights of this software product.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, CEEOL and Licensor hereby agree as follows:

1. DEFINITIONS

The following terms shall be used in this Agreement as defined in this Section 1:

- 1.1. **"Adapt"**: CEEOL shall make no change to the editorial content of the Publication(s) licensed hereunder. Notwithstanding the above, CEEOL shall be entitled to insert into each file transmitted to Authorized Users a separate reference page providing the users with bibliographic and other information about the source of the transmitted document.
- 1.2. **"Publications"**: are the titles uploaded by the Licensor to the CEEOL on-line database or otherwise provided by the Licensor to CEEOL for integration into the database under the terms of this agreement.
- 1.3. **"eBooks"** are Publications registered in international registers with at least one ISBN-number.
- 1.4. **"Journals"** are Publications registered in international registers with at least one ISSN-number.
- 1.5. **"Gray Literature"** are Publications without neither ISBN nor ISSN numbers and provided for download by Licensor and CEEOL in Open Access.
- 1.6. **"Open Access Publications"** ("OAP") means publication provided by Licensor through CEEOL at no commercial interests.
- 1.7. **"Content"** is any text, image and other elements contained within the Publications.

- 1.8. **"Prospective Content"** means all future titles to be published by Licensor. ProspectiveContent shall be automatically added to this Agreement as soon as it is uploaded by Licensor or otherwise provided to CEEOL by Licensor to be integrated into the online-database in accordance with clauses 4.1 to 4.10 herein.
- 1.9. **"Metadata"** is any kind of bibliographical information describing the publications in therepository and stored as structured data in the repository database. Metadata include information about the authors of the publications.
- 1.10. **"Logo"** shall mean the marks or trademarked banner graphics owned by Licensor which areused on the cover of the Publications and/or in the Licensor's basic record in the database for visibility on the CEEOL web-site.
- 1.11. **"CEEOL-Cloud"** means the overall Internet-Platform maintained by CEEOL and split into a **"Public Cloud"** (accessible for content users) and a non-public **"Admin Cloud"** (accessible forLicensor by Licensor's content-administrators to administrate and upload Publications and Metadata).
- 1.12. **"Authorized-User"** shall mean third persons („**Individual Users**") or organizations with theirauthorized institutional users, students, patrons and scholars („**Institutional Users**") that have entered into agreements with CEEOL.

2. PURPOSE OF THE CONTRACT

- 2.1 CEEOL intends to disseminate the Publications provided by Licensor to Authorized-User via CEEOL's repository database and web-site.
- 2.2 Therefor CEEOL shall offer access to the provided Content to different Authorized-User and in different categories:
 - 2.2.1 **Institutional Users**
 - 2.2.1.1 **Journals under Open Access**

Institutional Users have unlimited access to content from OA-Journals without any need to explicitly subscribe.
 - 2.2.1.2 **Open Access eBooks**

CEEOL provides Institutional users access to Open Access eBooks under the same conditions as defined in 2.2.1.1.for "Journals under Open Access".
 - 2.2.1.3 **Gray Literature**

CEEOL provides Institutional Users access to Gray Literature under the same conditions as defined in 2.2.1.1.for "Journals under Open Access".
 - 2.2.2 **Private Users:**
 - 2.2.2.1 **Open Access Content:**

Besides registration of a user account on the CEEOL-Repository web-site, no restrictions are defined for the access to any content stored by licensors under Open Access.

3. GRANT OF LICENSE

- 3.1 Licensor grants CEEOL a non-exclusive right, to store and integrate the Content together with the related bibliographic Metadata as native pdf-documents in the CEEOL-repository-database for instant hosting and dissemination.

- 3.2 Licensor also grants CEEOL a non-exclusive right to disseminate the Content to its Authorized-Users. Licensor grants CEEOL in particular a non-exclusive right to disseminate the Content by data remote transfer to its Authorized-Users upon request, and to permit such Authorized-Users to download and print out the works for their personal use.
- 3.3 Nothing in this Section is intended to restrict Licensor's right to promote its own print or electronic subscriptions or products which include the Publications.
- 3.4 Licensor shall retain all right, title, copyright, and other intellectual or proprietary rights in the Publications. CEEOL does not acquire any intellectual property or other rights in the Publications except as specifically acknowledged in this Agreement.
- 3.5 The use of the Licensor's trademark(s) is subject to review and approval of the Licensor. To promote Licensor's brand recognition, CEEOL may display the Licensor's Logo in conjunction with display of Licensor's products. CEEOL may also use the Publication's cover images in marketing and promotional materials.
- 3.6 Licensor authorizes CEEOL to share and exchange Metadata with other database operators within the global scientific community, if such exchange is promising enhancement of the global visibility of the publications and their authors and an increase of accessibility and usage of the repository. Exchange will be limited to metadata. Exchange of content files with other database-operators requires prior approval by the Licensor.
- 3.7 In case of Journals with fragmentary or incomplete collections CEEOL may, at its option, undertake own efforts to achieve completeness by re-digitization or similar means.

4. DEVELOPMENT AND DELIVERY OF CONTENT

- 4.1 CEEOL provides Licensor a licensor's user account to access the non-public area of the CEEOL-Cloud. Licensor, if not otherwise agreed, will appoint **Content-Administrator(s)** who take responsibility for Licensor's content and metadata (including authors' data) published in the public area of the CEEOL-Cloud. Content-Admins act as contact persons for CEEOL in all content-related issues.
- 4.2 **Content Delivery:** Content, if not otherwise agreed, is delivered by Licensor's content-administrator(s) through online cataloguing of the metadata and upload of the content files to the CEEOL-Cloud. Licensor agrees to make best efforts to include all information required, including cover pictures, sample-files, tables of content, authors' contact-data etc. in the appropriate file-formats.
 - 4.2.1 **Journals:** Licensor will deliver the Open Access Content of its Publications to CEEOL not later than 4 weeks after the first publication of the issue in whatever service or medium other than CEEOL.
 - 4.2.2 For **eBooks and Gray Literature** date of delivery remains up to Licensor's decision.
 - 4.2.3 Content Delivery includes delivery of **Authors' Data** allowing CEEOL to avoid duplicate records of authors in the database. This pertains, beside an email address, to information about the author's institutional affiliation or birth-year and -place. Licensor will provide this data in accordance to its national Law on personal data protection and its internal regulations and acts.
- 4.3 Licensor will instruct its Content-Admins to deliver the best available data for the Content of the Publications and the Metadata, without charge to CEEOL, according to the schedule stated in Schedule 1. Licensor agrees to authorize CEEOL to download Content of Journal-Publications from any third-party providers.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Licensor represents and warrants that:

- it is the owner of all provided Content delivered to CEEOL under this Agreement and that Licensor further has the right to license its Content and has all lawful rights and powers necessary to enter into this Agreement and to grant the licenses and rights granted there under;
 - there will be no claims of Licensor's personnel (including Affiliate personnel) or any other third parties appointed by Licensor under Sections 12 et seq., 32 et seq. of the German Copyright Act (Urheberrechtsgesetz – UrhG) and Licensor will indemnify CEEOL against all such claims;
 - it is not aware of any claim or threatened claim of infringement against the rights granted under Clause 4 hereof.
- 5.2 Licensor hereby agrees to indemnify and hold harmless CEEOL (incl. its employees, officers, directors, contractors and agents; collectively "Defendants") from and against any damages, costs and expenses (including reasonable legal costs and disbursements) or other liability (collectively "Liabilities") arising out of or related to any action or claim brought by a third party against CEEOL (or any Defendant) to the extent such Liabilities result from the infringement of the provided Content upon any third party's Intellectual Property Rights, unless such infringement is not attributable to Licensor's fault.
- 5.3 Licensor shall direct and conduct the defense, litigation and/or settlement of such claims, actions and lawsuits to the extent permitted by law. Licensor shall always direct and conduct such defense, litigation and/or settlement:
- with due diligence and in such a way as not to bring the reputation or good name of CEEOL into disrepute;
 - so as to take into account any reasonable comments made by Licensor in relation to the conduct and/or settlement of the defense and/or litigation;
 - so as to not make any admissions or otherwise take or fail to take any action which would be unfairly prejudicial to CEEOL.
- 5.4 In case that the conduct of the defense, litigation and/or settlement of such claims, actions and lawsuits by Licensor is not permitted by law or in case that Licensor does not conduct such defense, litigation and/or settlement in accordance with Clause 5.3, CEEOL shall be entitled to conduct the defense, litigation and/or settlement of such claims, actions and lawsuits and Licensor shall reimburse CEEOL all costs and expenses incurred by or arising out of the conduct of such defense, litigation and/or settlement. However, before CEEOL makes any admissions or concludes any settlement, it shall be obliged ask the Licensor for its consent, such consent not to be unreasonably withheld or delayed.
- 5.5 CEEOL shall (i) promptly notify Licensor of any such Liabilities after it becomes aware of it, (ii) give Licensor the right to control and direct the preparation of a defence at Licensor's sole cost and expense and any such claim if permitted by applicable law, (iii) give reasonable cooperation to Licensor for the defence of such Liabilities at Licensor's sole cost and expense (with the understanding that Licensor's reasonable cooperation shall be free of charges for CEEOL if and to the extent CEEOL has contributed to such alleged infringement by breaching applicable contractual obligations).
- 5.6 Clause 5.2 to 5.4 shall not apply to the extent that an infringement arises out of an alteration or modification of the provided Content insofar as such alteration or modification is not covered by this Agreement.

6. COPYRIGHT AND INFRINGEMENT

- 6.1 CEEOL's users agree to abide by the Copyright Law as well as any contractual restrictions, copyright restrictions, or other restrictions provided by Licensor. Pursuant to these terms and conditions, the Authorized Users may download, email or print limited copies of citations,

abstracts, full text or portions thereof provided the information is used solely for personal, non-commercial use. CEEOL instructs its users that they may not use the Publications or Content as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Publications or any of the content therein in any manner nor use same for sale or dissemination. CEEOL informs the Authorized-User that it must take all reasonable precautions to limit the usage of the Publications to those specifically authorized.

- 6.2 Each party will use reasonable efforts to notify the other of any allegations of infringements of patent, copyright, trademark or other intellectual property rights in any Content or any Publication that come to such party's attention.
- 6.3 CEEOL acknowledges and agrees that Licensor may, with respect to any Content or any Publication, or a portion thereof, request CEEOL to remove or cease disseminating any portion of the Content or the Publications which Licensor reasonably believes may be in violation of law or the proprietary or contractual rights of a third party, and CEEOL will reasonably cooperate with Licensor in that regard.
- 6.4 Licensor authorizes CEEOL to retain a copy of Publications which are removed from dissemination upon Licensor's request. CEEOL may provide a copy of these Publications to Institutional-Users which, through previous subscriptions, have acquired perpetual access rights to these Publications.

7. TERM AND TERMINATION

- 7.1 By signing this Agreement Licensor agrees to contribute CEEOL a yearly recurring participation fee per journal title for Open Access Journals defined in Schedule 1, Schedule 3 and Schedule 4 and a one-time participation fee per included eBook title for Open Access eBooks defined in Schedule 2, Schedule 3 and Schedule 4.
- 7.2 This Agreement shall start at the time of signing the Agreement. If not otherwise agreed it may be terminated by each party with a 12-month period of notice to the end of every calendar year.
- 7.3 After termination, CEEOL will no longer have any license to include Open Access Prospective Content from Publications in its Products but may continue to include Open Access Past Content from the Publications in its Products.

8. DATA PROTECTION

- 8.1 Each Party shall collect, record, alter or transfer any personal data related to the personnel, customers, partners or business partners of the other Party only in strict compliance with applicable data protection law, and such Party shall implement appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful use or access. The Parties agree further that Personal Data is regarded as Confidential Information as specified in Clause 9.
- 8.2 Licensor shall store personal data only to the extent such storage is absolutely necessary for performing this Agreement and shall not mingle the Personal Data with any of its own data.
- 8.3 Each Party is entitled to collect, record, alter or transfer Personal Data gathered in relation to this contractual relationship, to the extent necessary to enter into or terminate this Agreement, or to perform any obligation under this Agreement. Either Party hereby consents to the transfer of Information to countries outside the EEA, provided that the transferring Party will ensure an adequate level of protection of such data, whereby the adequacy of the level of protection may be achieved through the use of "Model Contracts for the Transfer of Personal Data to Third Countries" published by the Commission of the European Union or any other contractual agreement approved by the competent authority.

9. DOMICILEA

- 9.1 All notices by one party to the other shall be given in writing by pre-paid registered post or email to -

Central and Eastern European Online Library GmbH (CEEOL GmbH) at -

Basaltstrasse 9, 60487 Frankfurt am Main, Germany
Email: publisher.support@ceeol.com

LICENSOR'S ADDRESS AND EMAIL ADDRESS

JU Muzej Sarajeva / Museum of Sarajevo at -
Josipa Stadlera 32, 71 000 Sarajevo, Bosnia and Herzegovina
Email: muzejsarajeva@bih.net.ba

10. FREEDOM TO ENTER INTO CONTRACTS

The parties declare that they each have the right, power and authority to perform their obligations under this agreement.

11. APPLICABLE LAW AND PLACE OF JURISDICTION

This Agreement as well as the general relationship between the Parties shall be governed by, and interpreted in accordance with German law, without the provisions on the conflict of laws. The UN Convention on the International Sale of Goods (CSIG) shall not apply. The courts of Frankfurt am Main, Germany, shall be the exclusive place of jurisdiction.

12. MISCELLANEOUS

- 12.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter. Notices require written form.

- 12.2 The official version of this Agreement is in English language.

Accepted and agreed to by the parties as of the date above written.

Museum of Sarajevo	CEEOL
by 	by 
(Signature/Stamp)	(Signature/Stamp)
Name: Alma Leka	Name: Bea Klotz
Position: Director	Position: Managing Director
Location: Sarajevo	Location: Frankfurt am Main
Date: April 27, 2021	Date:

Schedule 1: Journals

By signing this contract Licensor agrees to contribute to CEEOL's Repository the journal(s) specified below and to contribute the yearly recurring participation fee of € 150,00 (one hundred fifty Euro) per journal title per year. The Policy for Participation Fee Waiver is described in Schedule 3 of the agreement.

Title of Periodical	Prilozi za proučavanje historije Sarajeva				
Title in English	Studies in the History of Sarajevo				
Print ISSN-Nr.	1512-6897		eISSN-Nr.		
Availability in CEEOL	Open Access <input checked="" type="checkbox"/>				
Frequency of Publication	Monthly <input type="checkbox"/>	Bi-Monthly <input type="checkbox"/>	Quarterly <input type="checkbox"/>	Annually <input checked="" type="checkbox"/>	Other <input type="checkbox"/>
Upload beginning with	Year 2020	Volume	Issue 8/9		

Title of Periodical					
Title in English					
Print ISSN-Nr.			eISSN-Nr.		
Availability in CEEOL	Open Access <input type="checkbox"/>				
Frequency of Publication	Monthly <input type="checkbox"/>	Bi-Monthly <input type="checkbox"/>	Quarterly <input type="checkbox"/>	Annually <input type="checkbox"/>	Other <input type="checkbox"/>
Upload beginning with	Year	Volume	Issue		

Sarajevo, April 27, 2021

Place, Date

Frankfurt am Main,

Place, Date

Alma LEKA, Director

On behalf of the Licensor

On behalf of CEEOL

Schedule 2: Open Access eBooks

By signing this contract Licensor agrees to contribute to CEEOL's Repository Open Access eBooks for perpetual instant hosting and distribution, and to contribute the one-time participation fee of € 6,00 (six Euro) per eBook title. The Policy for Participation Fee Waiver is described in Schedule 3 of the agreement.

During the term of this agreement and under rules defined herein licensor may at any time add new OA eBooks to the repository.

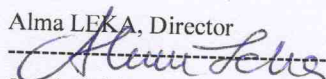
Sarajevo, 27 April, 2021

Place, Date

Frankfurt am Main,

Place, Date

Alma LEKA, Director


On behalf of the Licensor

On behalf of CEEOL

Schedule 3: Policy for Participation Fee Waiver

**Participation Fee Waiver for University Presses/Publishing Houses of Universities
in Central, Eastern and Southeastern Europe**

University Presses, University Institutes and Departments publishing Open Access Journals and Open Access eBooks benefit of the Participation Fee Waiver Policy as long as the affiliated University / University Library is an active subscribing institution to the CEEOL repository.

Name of the affiliated University / University Library subscribing to the CEEOL repository:

National and University Library of Bosnia and Herzegovina, Sarajevo

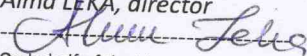
Sarajevo, 27 April, 2021

Place, Date

Frankfurt am Main,

Place, Date

Alma LEKA, director


On behalf of the Licensor

On behalf of CEEOL