

Association for Computing Machinery (ACM)

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

II. DEFINITIONS

1. Authorized Users. The following categories of users of the Licensed Materials are recognized as Authorized Users: persons affiliated with the Licensee as students, faculty, registered users or employees (including temporary or exchange faculty members for the duration of their assignment), and persons physically present in the Licensee's or the Sites' campus facilities.

(...)

IV. READ ACCESS TERMS

1. This Agreement grants all Authorized Users online access to and use of the following ACM content (together, the Licensed Materials):

a. Online access to the complete contents of the ACM Digital Library (DL), including ACM's entire publication portfolio of journals, magazines, conference proceedings, newsletters, web licenses, and multimedia files. Access to the ACM Books Collections (<https://dl.acm.org/acmbooks>) is not included in this Agreement but is available for purchase via separate agreement. An up-to-date list of the contents of the ACM Digital Library is posted at <https://dl.acm.org/about/content>.

b. Online access to all ACM Affiliated Publications, including all ACM journals, ACM conference proceedings, ICPS conference proceedings, ACM magazines, and ACM special interest group newsletters during the term of this Agreement.

c. Online access to the ACM Guide to Computing Literature, ACM's bibliographic database and abstracting & indexing service, which is integrated into the ACM Digital Library platform. Access to the Guide to Computing Literature will be provided to all Tier 1-9 institutions at no additional cost and ACM may require an additional fee for Tier 10 institutions to access the contents of the ACM Guide to Computing Literature, depending on the overall financial sustainability of the ACM Publications program.

d. Historical Archive. ACM shall provide complimentary access to the complete archive of all ACM Publications dating back to each publication's first issue or volume. All articles published on an Open Access basis as a result of participation in ACM Open or author-paid APCs shall be perpetually Open Access. All other articles made Open Access in the historical archive may not be deemed to be perpetually Open Access.

e. Perpetual Access Rights. The Licensee shall have perpetual access rights to all content in the ACM Digital Library published during the term of this Agreement as well as all ACM DL and other ACM content subscribed to by the Licensee in previous Agreements ("Perpetual Access Content").

2. License. ACM grants to the Licensee and Authorized Users the non-exclusive right to search, browse, view, print, copy, and download the Licensed Materials for research, teaching, private study, and other

non-commercial purposes. Licensee and Authorized Users may not redistribute or make available access to the Licensed Materials for any commercial purposes unless approved by ACM in writing. The Licensed Materials shall not be made available to anyone who is not an Authorized User except as provided for elsewhere in this Agreement.

(...)

4. Alterations. Neither the Licensee nor any Authorized Users may modify, adapt, transform, translate, or create any derivative work based on any of the materials in the Licensed Materials except as provided for in the licenses governing those materials. Any copyright notices, or other notices appearing in the licensed Materials, may not be removed, obscured, or modified in any way. All rights, title, and interest in the contents of the Licensed Materials are the recognized property of the respective copyright holders and no ownership rights, title, or interest are transferred to the Licensee as a part of this Agreement. All users of the ACM Digital Library are subject to the complete list of ACM Publications Policies, which are updated from time to time at <https://www.acm.org/publications/policies/toc>.

5. Redistribution. The Licensee and Authorized Users may not republish individual articles contained within the Licensed Materials or post them on other servers, or redistribute them to lists, except in accordance with the license terms under which the articles are published. No wholesale duplication of all or substantial sections of the Licensed Materials is permitted under the terms of this Agreement, except to provide for the text and data mining access outlined in Section 4, Article 6. Furthermore, ACM reserves the right to suspend or terminate this Agreement in accordance with the Term and Termination clause below if systematic downloading of the Licensed Materials is discovered. Notwithstanding the foregoing, Licensee are afforded text and data mining rights outlined in Section 4, Article 6.

6. Computational Access. Authorized Users may use the Licensed Materials to perform and engage in text and/or data mining activities for academic research, scholarship, and other educational purposes and may utilize and share the results of text and/or data mining (“TDM output”) with research collaborators, and in their scholarly work and make the results available for use by others, so long as the purpose is not to create a product for use by third parties that would substitute for the Licensed Materials. Authorized users may include TDM Output as part of original works of scholarship, e.g. articles that describe, analyze, and interpret research, presentations at academic conferences, and inclusion in an academic thesis.

ACM will cooperate with Licensee and Authorized Users as reasonably necessary in making the Licensed Materials available in a manner and form most useful to the Authorized Users for computational access. ACM shall provide this access without any additional fees. Licensee and Authorized Users shall be able to conduct TDM by An API provided by Vendor or a mutually agreed third-party provider.

In all cases where Licensed Materials offers both HTML/XML and PDF versions of the Licensed Materials, both versions shall be accessible for TDM.

The Licensed Materials provided for TDM shall be provided in such a manner as to be useful to Authorized Users. For example, there will be no rate or volume limits placed on TDM by ACM unless there has been evidence of disruption of ACM’s normal services, and any such limits shall be communicated to Licensee in advance of taking effect.

Uses of TDM Output: It is mutually understood that Licensed Materials and “TDM Output” (the result of any Text and Data Mining activity or operation, capable of fixation, reproduction and/or communication in any form) provided or generated under this Agreement may be retained by Authorized Users throughout the full lifecycle of the TDM project, including for publication, and as necessary for replication and validation of research results.

7. Scholarly Sharing. Authorized Users may transmit to a third-party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works. Licensee and Authorized Users may use metadata and abstracts in lists of publications on faculty and institutional web pages.

(...)

9. Inter-Library Loans. Facsimile images that are exact representations of the print pages or of printouts from the electronic database may be provided for interlibrary loan in accordance with Section 108 of the U.S. Copyright Act. Requests may be fulfilled using electronic, paper, or intermediated means and distributed in paper, fax, or digital form.

10. Course Reserves. Libraries may include copies of digital content from the Licensed Materials in local electronic course reserve systems limited to use of Authorized Users of current classes.

11. No Diminution of Rights. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be interpreted to diminish the rights and privileges of the Licensee or Authorized Users with respect to any of the Licensed Materials, including exceptions or limitations to the exclusive rights of copyright owners, such as fair use, under 17 U.S.C. §107. Use of content within the Licensed Materials that is made available under a Creative Commons or other open license shall be governed by the provisions of that license.

(...)