

# Brill New Pauly Supplements Online II

Auszug aus dem Lizenzvertrag  
Abridged version of License Agreement

(...)

## IT IS AGREED AS FOLLOWS:

### 1. KEY DEFINITIONS

1.1 In this License, the following terms shall have the following meanings:

**Authorized Users** means any of the following persons authorized by the Licensee to access the Licensee's information services via Secure Access:

- i. **Students** means any person undertaking education or research who is currently enrolled as a student only by the Licensee and not by any other institution. Visiting students and researchers are temporarily classed as "Students" whether or not they are registered or enrolled by the Licensee. Students may access the Licensed Materials on-site or off-site.
- ii. **Staff** means any personnel currently used by the Licensee to instruct or direct Students, the Licensee's research staff, administrative and management personnel, and contractors. Staff may access the Licensed Materials on-site or off-site.
- iii. **Walk-in users** means any person while they are on the premises of the Licensee who use the Licensed Materials for private study or personal interest only.

**Commercial Use** Use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. Neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.

**Course Packs** A collection or compilation of Documents assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.

**Document** An individual chapter, article or other single item of the Licensed Materials. For the avoidance of doubt, in the License a journal issue, a journal volume or a book will not be regarded as a single Document.

**Electronic Reserve** Electronic copies of materials (e.g. book chapters, journal articles) made and stored on the Secure Network by the Licensee for use by students in connection with specific courses of instruction offered to its students.

(...)

**Learning Object** A self-contained unit of learning, education or training comprising information content, learning activities and metadata designed to explain a stand-alone learning objective.

(...)

**Text and Data Mining** a machine process by which information may be derived by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, or other automated processes and the selection and inclusion of subscribed content into an index or database for purposes of classification or recognition of relations and associations.

**Virtual Learning Environment** A software system designed to manage and support teaching and learning in education, including systems variously referred to as Course Management Systems, Learning Management Systems, Learning Support Systems, Managed Learning Environments, and similar names.

## 2. AGREEMENT

- 2.1 The Publisher agrees to grant to the Licensee the non-exclusive and non-transferable right, throughout the world, to give Authorized Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this License (...).

(...)

## 3. USAGE RIGHTS

- 3.1 The Licensee, subject to clause 6 below, may:
- 3.1.1 Make such temporary local electronic copies by means of cacheing of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users and not to make available to Authorized Users duplicate copies of the Licensed Material.
  - 3.1.2 Allow Authorized Users to have access to the Licensed Materials from the Server via the Secure Network.
  - 3.1.3 Provide Authorized Users with integrated access and an integrated author, title, abstract and keyword index to the Licensed Material and all other similar material licensed from other publishers.
  - 3.1.4 Provide single printed or electronic copies of Documents at the request of individual Authorized Users.
  - 3.1.5 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.
- 3.2 Authorized Users may, in accordance with the copyright law of Germany and subject to clause 6 below:
- 3.2.1 Search, view, retrieve and display the Licensed Materials.
  - 3.2.2 Print a copy or download and save Documents for personal use.
  - 3.2.3 Use Documents within Learning Objects for the Licensee's teaching, learning or training purposes
  - 3.2.4 Use Text and Data Mining technologies to derive information from the Licensed

Materials. Authorized Users may use the results of any Text Mining activity for their research, including without limitation the creation of an index, abstract, or description of Licensed Materials, whether in the form of a direct extraction or a representation in any form which is based on subscribed Content. If published, the research must be original and must not amount to a derivative work.

- 3.2.5 Distribute a copy of Documents in print or electronic form to other Authorized Users or to other individual scholars collaborating with Authorized Users but only for the purposes of research and private study; for the avoidance of doubt, this sub-clause shall include the distribution of a copy for teaching purposes to each individual student Authorized User in a class at the Licensee's institution.
- 3.2.6 Download a copy of Documents and share the same with Authorized Users or other individual scholars collaborating in a specific research project with such Authorized Users provided that it is held and accessed within a closed network that is not accessible to any person not directly involved in such collaboration and provided that it is deleted from such network immediately upon completion of the collaboration.
- 3.2.7 Nothing in this License shall in any way exclude, modify or affect any of the Licensee's statutory rights under the copyright laws of Germany.
- 3.2.8 Staff of the Licensee who publish with the Publisher have self-archiving rights with regard to their work as set out on the website [www.brill.com](http://www.brill.com).

#### **4. SUPPLY OF COPIES TO OTHER LIBRARIES**

- 4.1 The Licensee may, subject to clause 6 below, supply to an Authorized User of another library within the same country as the Licensee, whether by post or fax or secure transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing, for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of a Document.

#### **5. COURSE PACKS, ELECTRONIC RESERVE & VIRTUAL LEARNING ENVIRONMENTS**

- 5.1 The Licensee may, subject to clause 6 below, incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections and in Virtual Learning Environments for the use of Authorized Users in the course of instruction, at the Licensee's institution, but not for Commercial Use. Each Document shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Copies of such Documents shall be deleted by the Licensee when they are no longer used for such purpose. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who are visually impaired. Licensed Materials shall not be provided to participants in Massive Open Online Courses without the Publisher's written permission.

#### **6. PROHIBITED USES**

- 6.1 Neither the Licensee nor Authorized Users may:
  - 6.1.1 remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;

- 6.1.2 systematically make print or electronic copies of multiple extracts or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this License;
  - 6.1.3 prepare derivative works or download, mount or distribute any part of the Licensed Material on any electronic system or network, including without limitation the Internet and the World Wide Web, other than the Secure Network, except where expressly permitted by this License under clause 3.2.6;
  - 6.1.4 reverse engineer, decompile, alter, abridge or otherwise modify the Licensed Materials or any part of them for any purpose whatsoever, except as expressly provided in this License.
- 6.2 The Publisher's explicit written permission must be obtained in order to:
- 6.2.1 use all or any part of the Licensed Materials for any Commercial Use;
  - 6.2.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users;
  - 6.2.3 publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this License;
  - 6.2.4 alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

(...)