

Cambridge UP eBooks

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

1. DEFINITIONS:

(...)

Authorised User: individuals who are authorised by the Licensee to access the Licensee's information services whether on-site or off-site via Secure Authentication and who are affiliated to the Licensee 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 Licensee. Persons who are not currently a student, member of staff, contractor or registered user of the Licensee, but who are permitted to access the Institution's information services from computer terminals or otherwise within the physical premises of the Licensee ["Walk-In Users"] are also deemed to be Authorised Users, only for the time they are within the physical premises of the Licensee.

Commercial Use: for the purposes of direct or indirect financial gain (whether by or for Licensee, a Consortium Member, an Authorised User, or any other person or entity) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Products. For the avoidance of doubt, Commercial Use shall not include use by Licensee, Consortium Member or by an Authorised User of the Products in the course of research funded by a commercial Organisation or recovery of administrative charges by Licensee or Consortium Member from Authorised Users.

(...)

3. PERMITTED USES:

3.1 Subject to the restrictions in clause 4.1, and solely for the purposes of research, teaching and private study Licensee may allow Consortium Members and Authorised Users to:

3.1.1 access, view, download, Store and print the Products; and

3.1.2 incorporate links to the Products in electronic course packs or management Systems.

3.2 Nothing in this Agreement shall in any way exclude, modify or affect any of Licensee's statutory rights under applicable Copyright law.

Text and data mining

3.3 The Product may be used for text and data mining, for non-commercial purposes only, to enhance services, to encourage scholarship, teaching and learning and to conduct research by the Licensee and Authorised Users according to the following principles. Text and data mining may be performed on the unchanged Product or on extracted data (including but not limited to reproducing, storing, adapting, assembling large collections or extracting substantial portions of data and analysing them and the raw data may be stored by the Licensee in any medium or form under any licence in order to ensure reproducibility and sustainability, as long as the Product cannot be reconstructed in its original, human readable form.

4. RESTRICTIONS:

4.1 Except in the course of exercising rights specifically granted in this Agreement or permitted under any applicable Creative Commons license, the Licensee shall not, and shall undertake best efforts to procure as a principle obligation that neither a Consortium Member nor any Authorised User shall:

4.1.1 remove or alter Licensor's Copyright notice or other means of identification or disclaimers as they appear on a Product;

4.1.2 systematically make printed or electronic copies of any of the Products;

4.1.3 permit access to the Products to anyone who is not an Authorised User;

4.1.4 display or distribute any part of a Product on any electronic network, (including without limitation the internet and the world wide web) other than the Secure Network;

4.1.5 use all or any part of a Product for Commercial Use;

4.1.6 modify, adapt or alter a Product or make available a Product in any other form or medium, except to the extent necessary to make it perceptible on a computer screen, or create derivative works from a Product without the prior written permission of Licensor;

4.1.7 create a database in electronic or structured manual form by downloading and storing any content from the Products;

4.1.8 attempt to interfere with the proper workings of any online provision of the Products including attempting to circumvent security, tamper with, hack into or otherwise disrupt or compromise the functionality or availability of the Server or other internet-connected device used as part of Licensor's IT system which enables access to the Products; either individually or collectively download Product content at rate which exceeds 600 pdfs per hour;

4.1.9 use any automated retrieval devices (such as web robots, Wanderers, crawlers, spiders of similar devices) save that this is not intended to prevent a Consortium Member from using a federated search engine or discoverability service as part of its library information services; nor

4.1.10 otherwise download, store, reproduce, transmit, display, print, copy, distribute, extract, exploit or use the Products.

4.2 Licensee may supply to another library (whether by post, fax or secure electronic transmission provided the electronic file is deleted immediately after printing), for the purposes of individual research or private study by an Authorised User of the library and not for Commercial Use, a single paper copy of an electronic original of an individual document forming part of the Products provided that the Terms of Use continue to apply.

4.3 Licensor reserves the right to withdraw access to the Products for the identified IP address in the event of a download rate in excess of the limit in clause 4.1.9. The withdrawal of access in such circumstances is generated by an automatic abuse detection process. Upon activation of the process, e-mails including details of the actual download rate detected will be sent to Licensor's administrator, following which Licensor may contact Licensee's administrator to request an investigation. Licensor shall restore access once the issue has been resolved.

(...)

7. INTELLECTUAL PROPERTY RIGHTS:

7.1 Products, usage data and usage reports are protected by international Copyright laws, database rights and other intellectual property rights. Licensor, its affiliates and licensors are the owners of these rights, and this Agreement does not transfer any right, title or interest in the Products to Licensee or Consortium Members.

7.2 Licensor Warrants that use of the Products in accordance with these terms does not infringe the intellectual property rights of any third party.

(...)