

Thomson Reuters

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

IN CONSIDERATION OF the mutual promises set forth below, Licensor and Licensee agree as follows:

(...)

2. DEFINITIONS:

- a) “*Users*” means faculty, students, researchers, and staff of Max Planck Gesellschaft at any authorized site located in the country of Germany, Nijmegen in the Netherlands, and Rome, Italy.
- b) “*SDI Searches*” means the repetitive “Scanning” of information from the Database or any cumulation of the Database.
- c) “*Scanning*” means matching authors’ names, title words, citations, or other descriptive data in the Database against Profiles or comparable terms.
- d) “*Profiles*” means groups of one or more terms submitted as questions by individuals, the results of which are to be delivered to the requesting individuals either in print or in electronic form.
- e) An “*Online Interactive Search*” means a one-time, nonrecurring search in all or any part of the Database.

(...)

3. AUTHORIZED USE OF THE DATABASE:

- a) Licensor hereby grants to Licensee the limited, nonexclusive right to use the Database solely in accordance with the terms and conditions of this Agreement. Licensee’s right to use the Database shall be strictly construed.
- b) The fees (...):
 - entitle Licensee to use the Database for the purpose of Providing “SDI Searches” that shall consist of supplying “Profiles” to Users.
 - entitle Users to use the Database for the purpose of performing “Online Interactive Searches”.
- c) Users shall have the right to print, or download, full or partial results of SDI Searches or Online Interactive Searches for their personal or internal business use, but may not use such results for purposes of publication or commercial use, or in the case of internal business use, for publication or sale outside the Licensee. Licensee recognizes the importance of the Licensor maintaining its proprietary rights over the Database and of avoiding improper use of the Database as defined by this Agreement. Licensee shall ensure that Users comply with the foregoing limitations on use.

d) SDI Searches and Online Interactive Searching are hereby specifically licensed and authorized by Licensor. No other use of the Database is permitted including:

- duplication of the Database except as specified herein;
- creation of subsets or derivative databases from the Database, except as required to fulfill the usage as defined in Paragraphs 3(b) and 3(c);
- distribution of data retrieved from the Database in any form (printed, electronically relayed, posted to public list services or bulletin boards, or magnetically stored) to, or for the benefit, of anyone who is not a User, except for incidental samples used for illustrative or demonstration purposes;
- transfer of the Data, or any portion thereof, electronically to another computer by way of the Internet, a computer network, or other means to, or for the benefit, of anyone who is not a User, except for incidental samples used for illustrative or demonstration purposes;
- reverse assembling, reverse compiling, altering, or translating the Database or any portion thereof.

(...)

7. COPYRIGHT: PROPRIETARY RIGHTS

The copyright and all other proprietary rights in the Database are the sole and exclusive property of Licensor and its third-party licensors. Licensee acknowledges that the Database is extremely valuable, is confidential and proprietary to Licensor and its third-party licensors. The third-party licensor is a beneficiary to this Agreement with respect to the provisions which relate to the Licensee's Use of the Licensed Product. The provisions of this Agreement are enforceable by the third-party licensor in addition to the Licensor. Licensee shall use reasonable care to prevent the disclosure, dissemination, copying and use of the Database or any portion thereof, in violation of the terms of this Agreement.

8. LEGENDS

Licensees shall instruct all Users using the Database or output therefrom to give proper attribution to Licensor for any data extracted from the Database (...)

(...)

Nothing in this Agreement grants Licensee any right to use Licensor's trademarks or trade names except in use connected with the identification of the Database.

(...)

EXHIBIT A-PRODUCT / SERVICE TERMS

(...)

InCites

1. Journal Citation Reports (JCR). (a) License. In the ordinary course of your business you may view, use, download, and print Journal Citation Reports data as required for the activities you carry out individually or as part of your employment, and you may include insubstantial portions of extracted Journal Citation Reports data in your work documents and reports so long as such documents or reports (i) are for the benefit of (and belong to) your organization, and (ii) have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers. Your license to JCR is subject to, and we may terminate your access if you fail to maintain, an active license to at least one Web of Science index from SCIE, SSCI and AHCI **(b) Further Distribution.** You may also distribute Journal Citation Reports data: i) amongst authorized users within your organization; ii) to government and regulatory authorities investigating you, if specifically requested; and iii) to persons acting on your behalf, to the extent required to advise you, provided they are not competitors of Clarivate. Wholesale sharing / distribution of Journal Citation Reports data or using downloaded Journal Citation Reports data to create a derivative database, product, or metrics other than as permitted by these Terms for JCR is strictly prohibited. **(c) Attribution.** If you quote or excerpt Journal Citation Reports data as expressly permitted above, you must appropriately cite and credit the Journal Citation Reports and/or Journal Impact Factor source as a Clarivate product. For example, “2016 Journal Citation Reports (Clarivate Analytics, 2017).” Use of the Journal Citation Reports and Journal Impact Factor trademarks is permitted only to the extent necessary to communicate your inclusion in the Journal Citation Reports. Your use of the Journal Citation Reports and Journal Impact Factor trademarks shall not falsely suggest an affiliation, sponsorship, or endorsement with Clarivate or its products or services.

For researchers in bibliometrics only: We understand that Journal Citation Reports, Journal Impact Factor and underlying Clarivate data may be a resource for researchers in bibliometrics. If your intended use is not covered by these Terms, please send a written request outlining the specific material involved, the approximate number of copies you wish to distribute and the purpose and format of use to our Copyright Office at <https://clarivate.com/legal/copyright/> .

(...)