

Future Science Group (Future Science + Future Medicine)

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

[...]

1. KEY DEFINITIONS

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

Authorised Users current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee's institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorised Users work or study (including but not limited to Authorised Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Licensee with a password or other authentication [together with other persons who are permitted to use the Licensee's library or information service and access the Secure Network but only from computer terminals within the Library Premises].

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

Course Packs A collection or compilation of materials (e.g. book chapters, journal articles) assembled by members of staff of the Licensee for use by students in a class for the purposes of instruction.

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 by the Licensee to its students.

[...]

Secure Network A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.

Server The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.

[...]

3. USAGE RIGHTS

3.1 The Licensee, subject to clause 6 below, may:

- 3.1.1 Load the Licensed Materials on the Licensee's server on the Secure Network.
- 3.1.2 Make such back-up copies of the Licensed Materials as are reasonably necessary.
- 3.1.3 Make such temporary local electronic copies [by means of cacheing (or mirrored storage)] of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorised Users and not to make available to Authorised Users duplicate copies of the Licensed Material.
- 3.1.4 Allow Authorised Users to have access to the Licensed Materials from the Server via the Secure Network.
- 3.1.5 Provide Authorised Users with integrated access and an integrated author, article title and keyword index to the Licensed Material and all other similar material licensed from other publishers.
- 3.1.6 Provide single printed or electronic copies of single articles at the request of individual Authorised Users.
- 3.1.7 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorised Users or groups of Authorised Users.
- 3.1.8 Alter or modify the Licensed Materials as necessary to provide an equivalent level of access to Authorized Users with disabilities if the Licensed Materials are not already provided in Accessible Formats.

3.2 Authorised Users may, and subject to clause 6 below:

- 3.2.1 Search, view, retrieve and display the Licensed Materials.
- 3.2.2 Electronically save individual articles or items of the Licensed Materials for personal use.
- 3.2.3 Print off a copy of parts of the Licensed Materials.
- 3.2.4 Distribute a copy of individual articles or items of the Licensed Materials in print or electronic form to other Authorised Users; for the avoidance of doubt, this sub-clause shall include the distribution of a copy for teaching purposes to each individual student Authorised User in a class at the Licensee's institution. Authorised users may send one copy by email, hardcopy, or fax to one person at another location for that individual's personal use.
- 3.2.5 Use the Licensed Material for text and data mining, according to the following principles, as long as the purpose is not to create a product for use by third parties that would substitute the Licensed Material: Raw data may be extracted from the Licensed Material. Text and data mining may be performed on the unchanged Licensed Material or on extracted data (including but not limited to reproducing, storing, adapting, assembling large collections or extracting substantial portions of data and analysing them). The raw data is research data and may be stored, published and distributed in any medium or form under any licence in order to ensure reproducibility and sustainability, as long as the Licensed Material cannot be reconstructed in its original, human readable form. The Licensor will cooperate with Licensee and Authorised Users as reasonably necessary in making the Licensed Material available in a manner and form most useful to the Licensee and Authorised Users. Attribution must be made to the Licensor in an appropriate manner and form.
- 3.2.6 Display, download and print parts of the Licensed Materials for the purpose of promotion of the Licensed Materials, testing of the Licensed Materials or for training of other Authorised Users.
- 3.2.7 Publicly display or publicly perform parts of the Licensed Materials as part of a presentation at a seminar, conference, or workshop, or other such similar activity.

4. SUPPLY OF COPIES TO OTHER LIBRARIES

- 4.1 The Licensee may, subject to clause 6 below, supply to an Authorised 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 an individual document being part of the Licensed Materials. In the case of the Max Planck Society, permission granted in this clause is extended to include Max Planck Institutes located outside Germany.

5. COURSE PACKS AND ELECTRONIC RESERVE

- 5.1 The Licensee may, subject to clause 6 below, incorporate parts of the Licensed Materials in printed Course Packs for the use of Authorised Users in the course of instruction at the Licensee's institution, but not for Commercial Use. Each such item 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 items 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 Authorised Users who, in the reasonable opinion of the Licensee, are visually impaired.

6. PROHIBITED USES

- 6.1 Neither the Licensee nor Authorised 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 of the Licensed Materials for any purpose other than back-up copies permitted under clause 3.1.2;
- 6.1.3 mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network

- 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 Authorised 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 Licence;
- 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 Licence,] to Authorised Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

[...]

8. LICENSEE'S UNDERTAKINGS

8.1 The Licensee shall:

[...]

8.1.2 use reasonable endeavours to notify Authorised Users of the terms and conditions of this Licence and take steps to protect the Licensed Materials from unauthorised use or other breach of this License;

8.1.3 use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorised use or other breach, inform the [MPDL] and take all reasonable and appropriate steps, both to ensure that such activity ceases and to prevent any recurrence;

[...]

8.1.6 use reasonable endeavours to ensure that only Authorised Users are permitted access to the Licensed Materials

[...]