

Mary Ann Liebert

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Definitions

In this Agreement the following terms shall have the following meanings:

"Authorised Users" means the categories of persons associated with Customer (...) who have been allowed access to Publisher Content via means of Secure Authentication by Customer;

"Commercial Use" means use which is for direct or indirect economic or commercial advantage, whether by or for Customer, Authorised User, or Walk-in User, by means of the sale, resale, loan, transfer, hire or other form of exploitation of Publisher Content.

For the avoidance of doubt:

(i) use of Publisher Content by Customer, Authorised Users, or Walk-in Users in the course of research funded by a commercial organisation is not deemed to constitute Commercial Use, however, use of Publisher Content by Customer, Authorised Users, or Walk-in Users in the course of research funded by a commercial organisation for the purpose of contract research is deemed to constitute Commercial Use;

and

(ii) use of Publisher Content by Customer, Authorised Users, or Walk-in Users in the course of research carried out for a commercial organisation is deemed to constitute Commercial Use;

(...)

"External" means an access route to Publisher Content where Publisher Content is posted on a file server maintained by Publisher or by a third party host on Publisher's behalf;

"Internal" means an access route to Publisher Content where Publisher Content is loaded on Customer's own network;

(...)

"Visually Impaired Person" means a person who is blind; who has an impairment of visual function which cannot be improved, by the use of corrective lenses, to a level that would normally be acceptable for reading without special level or kind of light; who is unable, through physical disability, to hold or manipulate a book; or who is unable, through physical disability, to focus or move his/her eyes to the extent that would be normally be acceptable for reading;

"Walk-in Users" means persons who are not Authorised Users but who are registered as permitted users of Customer's library or information services and who have been allowed access to Publisher Content by Customer via means of Secure Authentication. For the avoidance of doubt, the payment of a fee in order to be registered as a Walk-in User is deemed not to constitute Commercial Use;

2. Licence

Subject to the terms and conditions set forth in this Agreement, Publisher hereby grants to Customer the non-exclusive and non-transferable right and licence to use Publisher Content.

2.1 Publisher licenses Customer to access Publisher Content. Customer shall access Publisher Content by

the route specified in Schedule B:

2.1.1 External. If Publisher Content is accessed by an External route:

2.1.1.1 Neither Customer nor Authorised Users nor Walk-in Users may mount or distribute any part of Publisher Content on any other network.

2.1.1.2 Access must be by means of Secure Authentication.

and/or

2.1.2 Internal. If Publisher Content is accessed by an Internal route:

2.1.2.1 Neither Customer nor Authorised Users nor Walk-in Users may mount or distribute any part of Publisher Content on any other network.

2.1.2.2 Access must be by means of Secure Authentication.

2.1.2.3 Customer may not alter Publisher Content in any way, including without limitation additions, subtractions or adaptations.

2.1.2.4 Customer may adapt header files in order to provide effective linking to files of journal articles and/or book chapters.

2.2 Publisher licenses Customer to provide access to Publisher Content via means of Secure Authentication to the following types of user so that these users may access and use Publisher Content:

2.2.1 Authorised Users. Remote access by Authorised Users to Publisher Content is allowed.

2.2.2 Walk-in Users. Remote access by Walk-in Users to Publisher Content is not allowed.

2.3 Publisher licenses Customer to use Publisher Content for the purposes of research, teaching, or private study only, and not for Commercial Use.

2.4 Publisher licenses Customer to include printed or electronic copies of items from Publisher Content:

(i) in anthologies (course packs) in printed or electronic form for sale (as long as the sale is not for Commercial Use) and/or distribution to Authorised Users for their use in connection with classroom instruction only;

and

(ii) in reserves (in printed or electronic form) set up by Customer for access by Authorised Users in connection with specific courses offered by Customer. Copies of material from Publisher Content in electronic form which are included in electronic course packs or reserves must be deleted by Customer no later than thirty (30) days after the end of the term in which the related course concludes.

Acknowledgement of the form "(original citation) — Reproduced by permission of (the publisher of the item as specified in Publisher Content)" must appear on such material in such a position and typeface as to be clearly visible to the user.

2.5 Publisher licenses Customer to re-engineer Publisher Content to provide suitable format(s) such that Authorised Users or Walk-in Users who are Visually Impaired Persons may have access to Publisher Content.

2.6 Publisher licenses Customer to make such back-up copies of Publisher Content as are reasonably necessary.

(...)

5. Copyright and Ownership

5.1 Publisher Content is copyright and is subject to all applicable copyright, database protection, and other rights of the copyright owner and publisher. The names of the author(s) and the copyright notices may not be removed, obscured, or modified in anyway. Customer, Authorised Users, and Walk-in Users

must take all reasonable precautions to prevent theft or inadvertent illicit use of the intellectual property in Publisher Content. The relevant copyright notice must be displayed on all copies of information made from Publisher Content.

5.2 Customer acquires no intellectual property rights in Publisher Content and all such rights remain with the copyright owner.

5.3 Each party shall use its best endeavours to safeguard the intellectual property and proprietary rights of the other party.

(...)

SCHEDULE A

Authorised Users

1. Current employees, faculty members and staff of Customer (whether on a permanent, temporary or contract basis);

2. Post-graduate and undergraduate students;

3. Guest scientists;

4. Contract personnel directly involved in educational and research activities of Customer;

(...)