

Conditions of Use of Content licensed from the Optical Society of America (OSA)

1. Definitions

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

- “Authorised Users” means the categories of persons associated with Customer specified in Schedule A who have been allowed access to Licenced Material 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 Licenced Material 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 Licenced Material 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;
- “Customer Site(s)” means the site(s) of Customer defined or specified in Schedule D;
- “External” means an access route to Licenced Material where Licenced Material is posted on a file server maintained by Publisher or by a third party host on Publisher’s behalf;
- “Fee” The fee set out in Schedule C or in new Schedules to this Agreement, which may be agreed by the parties from time to time.
- “Internal” means an access route to where Licenced Material where Licenced Material is loaded on Customer’s own network;
- “Licenced Material” means all the publications of Publisher specified in Schedule B (as amended from time to time by the parties);
- “Secure Authentication” means access to Licenced Material by Internet Protocol (“IP”) ranges or by a username and password provided by Publisher to Customer or by another means of authentication agreed between Publisher and Customer, as specified in Schedule D;
- “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 Licenced Material 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

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2.1.1 Licenced Material shall be accessed by an External route and the customer shall ensure:

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

2.1.2 If Licenced Material 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 Licenced Material 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 Licenced Material via means of Secure Authentication to the following types of user so that these users may access and use Licenced Material:

2.2.1 Authorised Users. Remote access by Authorised Users to Licenced Material is allowed.

2.2.2 Walk-in Users. Remote access by Walk-in Users to Licenced Material is not allowed.

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

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2.7 If Customer wishes to have a licence from Publisher to carry out any other activity not explicitly mentioned above in this Clause 2,

Customer must obtain prior written permission from Publisher

5. Copyright and Ownership

- 5.1 Copyright in the Licenced Material is owned by the Publisher or licensed to the Publisher by a third party 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 any way. Customer, Authorised Users, and Walk-in Users must take all reasonable precautions to prevent theft or inadvertent illicit use of the intellectual property in Licenced Material. The relevant copyright notice must be displayed on all copies of Licenced Material.

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; and
5. Persons related to the Wissenschaftskolleg zu Berlin, Wallotstraße 19, 14193 Berlin,.