

SpringerNature (Projekt DEAL)

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

Reading Access Terms

1. Introduction

1.1 Reading Access to Publisher's Content

1.1.1 These Reading Access Terms are part of and incorporated into the Agreement by and between Publisher and DEAL Operating Entity and shall govern, together with the relevant Product Terms, the reading access to Content for the benefit of Member Institutions.

(...)

2. Definitions

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2.2 "Agreement" means the Publish and Read Agreement entered into between DEAL Operating Entity and Publisher and available at <https://doi.org/10.17617/2.3174351>.

2.3 "Access Only" means that Member Institution's access to the specified Content is limited to the Term only.

2.4 "Archive Content" means Content which is licensed under a Product Term in which the Term begins at the Commencement Date and continues, without an end date, subject to all terms and conditions of these Reading Access Terms.

2.5 "Authorized Users" means Member Institution's full- and part-time faculty members, students, staff, researchers, visiting scholars, registered library users in case the Member Institution is a public library (provided that such users are residents of the federal state in which the Member Institution is located), contractors (provided that use by a contractor of Member Institution is authorized solely to the extent it is for the benefit of Member Institution, and not for the benefit of the contractor or any third party), and authorized walk-in users.

(...)

2.7 "Content" means the journals, books, archives, databases and all other materials identified in the Product Terms and which are licensed to a Member Institution under these Reading Access Terms.

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2.12 “Publisher” means Springer Nature Customer Service Center GmbH, acting on its own behalf and/or on behalf of certain of its Affiliates.

2.13 “Platforms” means Publisher’s websites and other content delivery systems used by Member Institution and Authorized Users to access Publisher’s content pursuant to these Reading Access Terms, and/or Publisher’s systems used to provide the Publishing Services, and Publisher’s websites used to make available articles published under an Open Access License to the general public.

2.14 “Product” means the specific category of Content or Publishing Services identified in individual Product Terms.

2.15 “Product Terms” mean the terms and conditions applicable to specific categories of Content or Publishing Services.

(...)

4. Grant and Scope of License

4.1 Subject to Member Institution’s acceptance and compliance with the Reading Access Terms, and subject to the terms of the Agreement and the applicable Product Terms, Publisher hereby grants Member Institution a non-exclusive, revocable and non-transferrable license to:

4.1.1 permit Authorized Users to access the Content for the duration and in the manner set forth in these Reading Access Terms (...);

4.1.2 incorporate links on Member Institution’s intranet websites to the Content in full text format on the Platforms;

4.1.3 transmit to a library pursuant to section 2 of the Leihverkehrsordnung (LVO) single articles only for personal educational, scientific, or research purposes (“Interlibrary Loans”). Such transmission shall be reviewed and fulfilled by Member Institution’s staff, and shall be made by hand, post, fax or through any secure document transmission software, so long as, in the case of any electronic transmission, the electronic file retains the relevant copyright notice. The right set out in this clause does not extend to centralized ordering facilities, such as document delivery systems, nor the distribution of copies in such quantities as to substitute for a subscription or purchase of the distributed Content.

4.2 Authorized Users may solely for their personal educational, scientific, or research purposes:

4.2.1 access (including by remote access, with the exception of walk-in-users), browse, view, collate, display, search and retrieve the Content. For clarity, the number of Authorized Users who may simultaneously access the Content is unlimited.

4.2.2 download, store on a hard drive or removable media drive, print and copy in paper and digital form single articles, individual database outputs, graphs, reports, or other individual items of the Content,

4.2.3 use single articles, individual database outputs, graphs, reports or other individual items of the Content for the preparation of academic course materials with all rights notices duly presented.

4.3 If a Member Institution desires to permit its Authorized Users text and data mining for non-commercial purposes on the Content, Publisher agrees to enter in an addendum to these Reading Access Terms, based on the then current text and datamining terms of Publisher.

5. Prohibited Uses

5.1 Neither Member Institution nor Authorized Users shall:

5.1.1 remove, obscure or alter any copyright or other notices, trademarks, logos, service marks or any other proprietary rights appearing in or on the Content,

5.1.2 except as permitted by applicable law or these Reading Access Terms, update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content,

5.1.3 except as permitted by Section 4 or by applicable law or these Reading Access Terms, redistribute, reproduce, or transmit the Content by any means including electronic (e. g., via email, FTP) nor post it on personal or public websites or on public networks,

5.1.4 systematically download any Content to its own or any third-party server, use routines designed to continuously and automatically search and index the Content (full text and meta data), such as web-crawling or spider programs or engage in any activity likely to burden the Platforms, except as expressly allowed in the Reading Access Terms,

5.1.5 directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access; or

5.1.6 otherwise use the Content in a manner that would infringe the copyright or other proprietary rights contained therein.

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