PART B – ACCESS TO CONTENT

2. Definitions

2.2 "Agreement" means the Publish and Read Agreement entered into between DEAL Operating Entity and Publisher and available at https://doi.org/10.17617/2.3551270.

2.3 “Access Only” means that Member Institution’s access to the specified Content is limited to the Term only.

2.4 “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 Republic of Germany), 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.

2.18 “Data Protection Law” means all laws and regulations of the European Union, the European Economic Area and their member states, especially, but not limited to the General Data Protection Regulation EU 2016/679 (GDPR) and the laws of Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

2.19 “Personal Data” means any information relating to a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier.

2.20 “Processing” means any operation which is performed on personal data, such as collection, recording, organisation, structuring, storage, adaptation or any kind of transfer, disclosure or other use.

2.21 “Science Tracking” means the exploitation of user tracking methods, including the combination with data acquired from other sources, with the goal of creating and possibly monetizing scientific profiles or influencing scientific research and publishing.
4. Grant and Scope of License

4.1 Subject to Member Institution’s acceptance and compliance with the Participation 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:

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

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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,

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5.1 Neither Member Institution nor Authorized Users shall:

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5.1.2 except as permitted under applicable law and these Participation Terms, neither Member Institutions nor Authorized Users may update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content; for clarity, such prohibition extends to doing any of the foregoing with the use of artificial intelligence (AI) tools. Further, neither Member Institution nor Authorized Users may use any part of the Content to train, directly or indirectly, any AI tool or system. To provide clarity and guidance for Member Institutions and Authorized Users, DEAL Operating Entity and Publisher agree to jointly monitor the legal and technological developments regarding artificial intelligence tools in relation to the use of Content during the Term of this Agreement, and align on such in a joint working group. The working group will discuss such developments, issue guidance with respect to specific use cases in a mutually agreed FAQ related to this Agreement (to be found at https://keeper.mpdl.mpg.de/f/ece56f1759ed4cc5902f/?dl=1), and may mutually review and suggest revisions to the Agreement in relation to the use of artificial intelligence.

5.1.3 except as permitted by Section 4 or by applicable law or these Participation 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,

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