ACS (American Chemical Society)

Auszug aus dem Lizenzvertrag Abridged version of License Agreement

(...)

4. AUTHORIZED USERS; AUTHORIZED SITES

(...)

b. ACS grants to Grantee and its Authorized Users (...) online access to the ACS Products. This Agreement extends to Grantee and Authorized Users and Other Users individually at Authorized Sites. (...) For purposes of this Agreement, "Authorized Users" means, current employees, faculty and other teaching staff, individual consultants (ie. who are not a contract research organization or persons employed by such), guest scientists during their term at an Authorized Site and officially registered full or part-time students located at an Authorized Site. Authorized Users may access the ACS Products from remote sites. Others who are physically present at an Authorized Site may access the ACS Products but may not do so from locations outside of an Authorized Site ("Other Users").

(...)

6. PERMITTED USES

- **a.** Authorized Users and Other Users may view, download, save, or print individual articles, individual book chapters, or other individual items from the ACS Products for their personal scholarly, research, and educational use. Authorized Users and Other Users may share a single copy of individual articles, individual book chapters, or other individual items from the ACS Products for the internal or personal use of others who are Authorized Users but who are unable to access the ACS Products. Authorized Users and Other Users may include (and are encouraged to provide) links to the ACS Products as part of course pack offerings or within an e-mail communications.
- **b.** Except as set forth in Prohibited Uses herein, Grantee may use the ACS Products to fulfill requests for Interlibrary Loans ("ILL") by transmitting a copy of an article in PDF format via electronic transmission or by mail, fax, Ariel, or other ILL mechanisms. ILLs are permitted to support non-commercial scholarly research by patrons of other libraries such as public, school, or college libraries. Such ILL shall be limited to non-systematic, infrequent and sporadic transmissions to a third party, which as a general rule should mean a de minimis number of free article copies of individual journal articles, individual book chapters, or other individual items from the ACS Products per year. Notwithstanding anything to the contrary, international crossborder ILL is not permitted. ILL to libraries of commercial entities is not permitted.
- c. Grantee or Authorized Users may provide print or electronic copies of individual items taken from ACS Products to national or international regulatory authorities in connection with the preparation or submission of the Grantee's or Authorized User's applications for patents, drug, and other product approval, provided that such applications do not amount to commercial redistribution for direct profit. Grantee and Authorized Users may supply print or electronic copies of individual items taken from the ACS Products when required by law.

- **d.** Grantee or Authorized Users may reactively supply print or electronic copies of individual items taken from ACS Products to healthcare professionals or other third parties in response to enquiries relating to Grantee's medical products. Such copies must carry, without modification, those copyright notices already incorporated in the ACS Products. This use of the ACS Products is restricted to responding to enquiries only. For the avoidance of doubt, this excludes proactive or multiple supplies of articles for marketing, sales, or other purposes, including any activity that would replace a subscription or the purchase of reprints.
- e. Solely by Authorized Users primarily employed by academic or not-for-profit research organizations or cultural heritage institutions, the licensed ACS Products may be used for text and data mining (TDM), subject to a Text & Data Mining Agreement ("TDM Agreement") to be executed between the Authorized Site of the Authorized User and ACS, and subject to ACS's policy—for the purpose of protecting the functionality and security of its platform systems regarding delivery of content from the licensed ACS Products to the Grantee's Authorized Users for TDM purposes. For the avoidance of doubt, an Authorized User must formally request specified content from the licensed ACS Products, which ACS will deliver in a timely manner and free of charge, and TDM is to be performed on a project-by-project basis. No TDM may be performed on ACS's platform, nor may articles be downloaded by Grantee for TDM purposes. Grantee's ability to text and date mine is contingent upon Authorized Site of the Authorized User maintaining a subscription to the ACS All Publications Package. ACS will reasonably cooperate with Authorized Site and Authorized Users as reasonably necessary in making content from the licensed ACS Products available in a manner and form as requested by the Grantee and Authorized Users. The ACS TDM Agreement is attached hereto as Exhibit 1. This Exhibit 1 version shall be the TDM Agreement ACS will execute with an Authorized Site.

7. PROHIBITED USES

- **a.** Except as provided in Permitted Uses herein, Grantee, its Authorized Users and Other Users agree not to forward, transfer, sell, rent, or otherwise knowingly distribute or provide access to the ACS Products or any portions thereof, to any third party. Individual articles, individual book chapters, or other individual items from the ACS Products and other information obtained under this Agreement may not be used for fee-for-service purposes such as document delivery, except under a separately negotiated transactional agreement. The ACS Products may not be used to supply single articles, individual book chapters, or other individual items to ILL requesters that are employed by a commercial organization or by a library that belongs to a for-profit company without prior written approval of ACS.
- **b.** Authorized Users and Other Users may not use ACS Products to support work performed on behalf of any commercial entity other than the Grantee. Grantee agrees to take all reasonable measures to ensure proper use of ACS Products by Authorized Users and Other Users, and agrees to remedy identified cases of prohibited use.
- **c.** Authorized Users and Other Users may not modify, alter, or create derivative works of the materials contained in the ACS Products without prior written permission from ACS. Indexing, by human or machine means, aggregating, data mining, peer-to-peer (or similar) file-sharing are all prohibited uses unless Grantee concludes a specific, separate agreement with ACS to do so. Text and data mining is available to Grantee per Clause 6.e. above. Authorized Users and Other Users may not use illustrations or other graphic excerpts or abstracts without a complete citation and the inclusion of a persistent URL link to the appropriate material within ACS Products.

- **d.** Individual articles, book chapters, and other individual items from the ACS Products that include information obtained as a result of access to the ACS Products are not to be systematically downloaded, re-published in any media, print or electronic form. Individual articles, book chapters, or other individual items from the ACS Products may not be downloaded in aggregate quantities or centrally stored for later retrieval. Systematic storing or repository building of individual downloaded articles, book chapters, or other individual items from the ACS Products, including, but not limited to, storage through third-party services, for institution-wide use is strictly prohibited.
- e. Grantee acknowledges that ACS may prevent Grantee, its Authorized Users and Other Users from using, implementing, or authorizing use of any computerized or automated tool or application to search, index, test, or otherwise obtain information from ACS Products (including without limitation any "spidering" or web crawler application) that has a detrimental impact on the use of the services under this Agreement. Grantee agrees to assist ACS in correcting unauthorized use of such methods or applications and acknowledges that ACS may from time-to-time implement tools or other controls on the ACS Products to regulate or restrict use of computerized or automated applications that are used to search, index, test, or obtain information from the ACS Products. ACS acknowledges that Grantee may not be able to prevent at all times its Authorized Users and Other Users from using such methods or applications.

(...)

12. COPYRIGHTS; OTHER INTELLECTUAL PROPERTY RIGHTS

Except as otherwise specifically noted, ACS is the owner of all right, title and interest in the content of the ACS Products, including, without limitations, individual journals, articles, abstracts, book chapters, proceedings. All ACS Products are protected under the Copyright Laws of the United States Codified in Title 17 of the U.S. Code and subject to the Universal Copyright Convention and the Berne Copyright Convention. Grantee agrees not to remove or obscure copyright notices. Grantee acknowledges that it has no claim to ownership of any part of the ACS Products or other proprietary information accessed under this Agreement.

The names "American Chemical Society", "ACS", and the titles of the journals and other ACS Products are trademarks of ACS.

(...)