

ACS (American Chemical Society)

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

Multi-Site/Consortium License Agreement

(...)

4. CONSORTIUM: AUTHORIZED USERS:SITES:ADDRESSES

(...)

b. (...) For purposes of this License, "Authorized Users" means, for example, those serving in the capacity of employees, consultants under contract with Licensee, faculty and other teaching staff, and persons officially registered as full or part-time students located on 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.

(...)

d. Authorized Users will be recognized and authorized by their Internet Protocol ("IP") addresses. (...) If the Licensee(s) plan to use a Proxy Server or enable Virtual Private Network (VPN) access or other methods of secure authentication, the Licensee is responsible to provide reasonable security measures to ensure that only Authorized Users have access to its internal network. Licensee is also responsible for all usage associated with these access formats.

(...)

5. PERMITTED USES

a. Authorized Users may view, download, save, or print individual articles, individual book chapters, proceedings, Reagent Chemicals monographs, or other individual items from the ACS Products for their personal scholarly, research, and educational use. Authorized Users may make a printed copy or forward electronic links of individual articles, individual book chapters, proceedings, Reagent Chemical monographs, 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 database personally. Authorized Users may include (and are encouraged to provide) links to the ACS Products are part of course pack offerings or within an e-mail communication.

b. Except as set forth in Section Six (6) below, Licensee may use the Subscribed Content to fulfill requests for Interlibrary Loans ("ILL"). ILL shall include requests to support non-commercial scholarly research by patrons or other libraries such as public, school, or college libraries. Licensee may obtain a copy of an individual article, individual book chapters, proceedings, Reagent Chemical monographs, or other individual items from the ACS Products in PDF format (Portable Document Format) and transmit it to the ILL requesting Library by mail, fax, or electronic transmission. The borrower may make up to five (5) free article copies of individual journal articles, proceedings, individual book chapters, Reagent Chemical monographs or other individual items from the ACS Products per year for ILL purposes. Additional requests may be fulfilled only if the applicable single copy fees are paid either to the Copyright Clearance Center or directly to ACS through its sales procedures for single articles, individual book chapters, proceedings, Reagent Chemical monographs or other individual items from the ACS Products.

c. Authorized Users may supply print or electronic copies of individual items taken from ACS Products to national or international pharmaceutical regulatory authorities for the purpose of regulatory approval of pharmaceutical products. Authorized Users may supply print or electronic copies of individual items taken from the ACS Products when required by law.

(...)

e. Authorized Users have the right to submit print or electronic articles and similar discrete material to the regulatory agencies in connection with applications for drug and product approval, provided that such submissions do not amount to commercial redistribution for direct profit. Regulatory purposes, in this context, means use of the subscribed content in connection with preparation or submission of fillings for regulatory approval.

f. Authorized Users may reactively supply single copies of articles (either digital or paper copies) taken from the ACS Products to healthcare professionals or other third parties in response to enquiries relating to Licensee'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 the 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.

g. Local loading of data will no longer be permitted. The last year of data provided under previous agreement will be 2014.

6. PROHIBITED USES

a. Except as provided in Section Five (5) above, Licensee and its Authorized 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, proceedings, Reagent Chemicals monographs or other individual items from the ACS Products and other information obtained under this License may not be used for free-for-service purposes such as document delivery, except under a separately negotiated transactional license. The ACS Products may not be used to supply single articles, individual book chapters, proceedings, Reagent Chemicals monographs, 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 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 machines means, aggregating, data mining, peer-to-peer (or similar) file-sharing are all prohibited uses unless an institution concludes a specific, separate license with ACS to do so. 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.

c. Individual articles, book chapters, Reagent Chemicals monographs, 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, Reagent Chemicals monographs, or other individual items from the ACS Products may not be downloaded in aggregate quantities or centrally stored for later retrieval.

d. Licensee acknowledges that ACS may prevent Licensee and its Authorized 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 License. Licensee 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 ACS Products. ACS acknowledges that Licensee may not be able to prevent its Authorized Users from using such methods or applications.

e. Licensee is required to notify ACS of any infringements of copyrights or unauthorized use of which they become aware. Licensee will cooperate with the ACS in investigating any such authorized uses and taking reasonable steps to prevent a reoccurrence.

(...)

11. 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. Licensee agrees not to remove or obscure copyright notices. Licensee acknowledges that it has no claim to ownership of any part of the ACS Products or other proprietary information accessed under this License.

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

(...)