

American Physical Society (APS)

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

7. The Licensee shall not assign or transfer its right to access to the Licensed Materials to any other institution, organization, or person.

8. The Licensed Materials and their contents, including abstracts, are owned and copyrighted by the American Physical Society. This material is subject to all applicable copyright and database protection and other rights of the stated owner and publisher under the laws of the United States and other countries. Copyright notices in the Licensed Materials and its articles may not be removed, obscured, or modified in any way. Authorized Users shall claim no ownership by reason of use or access. ALL RIGHTS RESERVED.

Schedule 1: Publisher Terms and Conditions

1. AUTHORIZED USERS

The Publisher grants the Licensee and its Authorized Users online access to the Licensed Materials (...). This grant extends only to the Licensee and its Authorized Users and may not be transferred or extended to others. For purposes of this Agreement, an "Authorized User" is any individual who is an employee, faculty staff, visiting scholar or student officially affiliated with the Licensee and persons with legal access to the Licensee's collections and facilities on site. Authorized Users may be persons remote from the Licensee's physical location whose access is administered from the Licensee's site or campus. This Agreement extends only to the Licensee and such Authorized Users and may not be transferred or extended.

(...)

3. PERMITTED USE

a. The Authorized Users are permitted online access to the Licensed Materials (...), and may download, save, or print text, search results, or other information from the Licensed Materials solely for their private use or research and may only use this online access in a way that conforms with all applicable laws and regulations.

b. The Licensee may include articles from the Licensed Materials in coursepacks in print or digital form for distribution to Authorized Users for their use in connection with classroom instruction or in reserves (print or digital), which are to be deleted by the Licensee after the end of the semester in which the related course concludes.

c. The Publisher grants the Licensee and Authorized Users permission to use brief quotations from the content of the online Licensed Materials with the customary acknowledgment of the source, and to copy and transmit content from individual articles in "person-to-person" and non-systematic scholarly exchanges of information between Authorized Users and specific individuals.

d. Interlibrary Loan: Individual articles contained in the Licensed Materials may be supplied to another library, provided the electronic file is deleted immediately after printing, for the purpose of research or private study and not for commercial use.

e. The Licensee agrees that use of the Licensed Materials by Authorized Users other than indicated above is a violation of the terms of this Agreement. Any other use of the Licensed Materials requires the written permission of the copyright holder.

(...)

5. PROHIBITIONS ON CERTAIN USE

a. The Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials. Altering, recompiling, systematic or programmatic copying, reselling, redistributing, publishing or republishing (beyond the uses permitted under Section 3) of any journal text, output, search result, or other information from the Licensed Materials, or any portion thereof, including without limitation, copyright, proprietary and/or other legal notices contained therein, in any form or medium is prohibited.

b. Systematic or programmatic downloading of the Licensed Materials (for example, downloading entire journal issues), service bureau redistribution services, printing for fee-for-service purposes and/or the systematic making of print or electronic copies of individual titles for transmission to persons other than Authorized Users are prohibited. Downloading portions of the Licensed Materials for the purpose of creating systematic and persistent local copies (not including transient, dynamic caches of individually requested material) for redistribution is prohibited.

Authorized Users who wish to text and data mine the Licensed Materials for non-commercial purposes may request a separate text and data mining agreement from the Publisher.

c. All rights not expressly granted herein are reserved to the stated Publisher of the Licensed Materials. The Authorized Users may not circumvent the Publisher access control systems or use Publisher systems or services to make an attempt to gain unauthorized access to any other system or network.

d. Authorized Users shall not redistribute the Licensed Materials or any article therein to a country to which export is prohibited by U.S. law or regulation.

(...)