BioOne Journals

Auszug aus dem Lizenzvertrag Abridged version of License Agreement

(...)

IT IS AGREED AS FOLLOWS:

1. KEY DEFINITIONS

1.1 In this License, the following terms shall have the following meanings:

Authorized Users

Current members of the faculty and other staff of the Licensee (whether on permanent, temporary, contract, or visiting basis) and individuals who are currently studying or doing research at the Licensee's institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work, research or study (including but not limited to offices and homes, halls of residence, and student dormitories) and who have been issued a password or other authentication by the Licensee, together with other persons who are permitted to use the Licensee's library or information service and permitted to access the Secure Network but only from library workstations within the Licensee's Library Premises.

Commercial Use

Use for the purpose of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Licensed Materials. Neither recovery of direct costs by the Licensee from Authorized Users, nor use by the Licensee or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.

Course Packs

A collection or compilation of printed materials (e.g., book chapters, journal articles) assembled by staff members of the Licensee for use only by students enrolled in a class for the purposes of instruction.

Electronic Reserve

Electronic copies of materials (e.g., book chapters, journal articles) stored on a Secure Network by the Licensee for use only by students enrolled in courses of instruction offered by the Licensee to its students.

(...)

Learning Object

A self-contained digital unit of learning, education, or training comprising information content, learning activities, and metadata designed to explain a standalone learning objective.

(...)

Secure Network

A network (whether a standalone network or a virtual network within the Internet) that is only accessible to Authorized Users approved by the Licensee whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee.

(...)

Text Mining

A machine process by which information may be derived by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms.

Virtual Learning Environment

A software system designed to manage and support teaching and learning in education, including systems variously referred to as Course Management Systems, Learning Management Systems, Learning Support Systems, Managed Learning Environments, and similar names.

(...)

3. USAGE RIGHTS

3.1 The Licensee, subject to section 4 below, may:

(...)

- 3.1.2 Make such temporary electronic copies by means of caching of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users, such copies to be deleted at the conclusion of the Subscription Period, and not to make available to Authorized Users duplicate copies of the Licensed Materials.
- **3.1.3** Allow Authorized Users to have access to the Licensed Materials from the Server via the Secure Network.
- **3.1.4** Provide Authorized Users with integrated access and integrated author, article title, abstract, and keyword index to the Licensed Materials and all other similar material licensed from other publishers.
- **3.1.5** Display, download, or print the Licensed Materials for the purpose of internal marketing or testing, or for training Authorized Users or groups of Authorized Users.
- **3.1.6** Supply to an Authorized User or another library a copy of an individual document being part of the Licensed Materials by post, fax, or electronic transmission via the Internet or otherwise, for the purposes of research or private study but not for Commercial Use.
- 3.1.7 Incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections and in Virtual Learning Environments for the use of Authorized Users in the course of instruction at the Licensee's institution, but not for Commercial Use. Each item will carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. Copies of such items shall be deleted by the Licensee when they are no longer used for such purpose. Course Packs in non-electronic, non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Licensee, are visually impaired.

3.2 Authorized Users, subject to section 4 below, may:

- **3.2.1** Search, view, retrieve, and display the Licensed Materials.
- **3.2.2** Print a copy or download and save individual articles or items of the Licensed Materials for personal use.
- **3.2.3** Use individual parts of the Licensed Materials within Learning Objects for Licensee's teaching, learning, or training purposes.
- **3.2.4** Use Text Mining technologies to derive information from the Licensed Materials.
- 3.2.5 Distribute a copy of individual articles or items of the Licensed Materials in print or electronic form to other Authorized Users or to other individual scholars collaborating with Authorized Users but only for the purposes of research and private study. For the avoidance of doubt, this sub-section will include the distribution of a copy for teaching purposes to each individual student Authorized User in a class at the Licensee's institution.

- 3.2.6 Download a copy of individual articles or items of the Licensed Materials and share the same with other Authorized Users or other individual scholars collaborating in a specific research project with such Authorized Users, provided that it is held and accessed with a network that is not accessible to any person not directly involved in such collaboration and provided that it is deleted from such network immediately upon completion of the collaboration.
- 3.3 This License shall be deemed to complement and extend the rights of the Licensee and Authorised Users under the German Copyright Law and other applicable legislation in Germany and nothing in this License shall constitute a waiver of any statutory rights held be the Licensee and Authorised Users from time to time under these Legislations or any amending legislation.

4. PROHIBITED USES

4.1 Neither the Licensee nor Authorized Users may:

- **4.1.1** Remove or alter the authors' names or copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials.
- **4.1.2** Systematically make print or electronic copies of multiple extracts, or make multiple copies of any part of the Licensed Materials for any purpose other than expressly permitted by this License.
- **4.1.3** Prepare derivative works or download, mount, or distribute any part of the Licensed Materials on any electronic system or network, including without limitation the Internet and World Wide Web, other than the Secure Network, except where expressly permitted by this License under sections 3.2.5 and 3.2.6.

4.2 BioOne's explicit written permission must be obtained in order to:

- **4.2.1** Use all or any part of the Licensed Materials for any Commercial Use.
- **4.2.2** Systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorized Users, other than as permitted in this License.
- **4.2.3** Publish, distribute, or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this License.
- **4.2.4** Alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible to Authorized Users or as otherwise permitted in this License. For the avoidance of doubt, no alteration of the words or their order is permitted.

(...)