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 students, faculty, and staff of the Licensee, including those on a permanent, temporary, contract, or visiting basis, and walk-in patrons, who are permitted to access the Secure Network from within the Authorized Site(s). Authorized Users may also access the Licensed Materials remotely provided their access is via the Licensee's Secure Network or secure proxy server.

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 materials (e.g., book chapters, journal articles) assembled by staff members of the Licensee for use only by students enrolled in courses of instruction offered by the Licensee.

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.

(...)

Platform: BioOne's official website (www.bioone.org) on which the Licensed Materials are hosted and may be accessed by Authorized Users.

Secure Network: An online network (whether a standalone network or a virtual network) 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 and Data 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:
 - **3.1.1** 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 for the purpose of making duplicate copies of the Licensed Materials available to Authorized Users.
 - **3.1.2** Allow Authorized Users to have access to the Licensed Materials from the Platform via the Secure Network.
 - **3.1.3** 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.
 - **3.1.4** 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.
 - **3.1.5** Supply to an Authorized User or provide via interlibrary loan a copy of an individual document being part of the Licensed Materials by post, fax, or online transmission, for the purposes of research or private study but not for Commercial Use.
 - **3.1.6** Incorporate parts of the Licensed Materials in 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 copyright notices, 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.
 - **3.1.7** Alter or modify the Licensed Materials as necessary to provide an equivalent level of access to Authorized Users with disabilities if the Licensed Materials are not already provided in accessible formats.
- **3.2** Authorized Users, subject to section 4 below, may:
 - **3.2.1** Search, view, retrieve, and display the Licensed Materials from the Platform.
 - **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 Course Packs, Electronic Reserves, and Virtual Learning Environments for Licensee's teaching, learning, or training purposes.
 - **3.2.4** Use Text and Data Mining (TDM) 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, the distribution permitted under 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** Nothing in this License shall limit any rights which the Licensee or Authorized User may have under fair use principles under U.S. copyright law.

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 or metadata 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 web site, electronic system or network, 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 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.

(...)