

Elsevier Journals – Selected Titles

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

The parties hereto agree to follows:

SECTION 1. SUBSCRIPTION.

(...)

1.2 Authorized Users/Sites.

Authorized Users are the employees, stipendiaries and guest scientists of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber's locations (...) and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use ("Walk-in Users").

1.3 Authorized Uses.

The Subscriber and each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber's intranet and internet websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier;
- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;

The Subscriber may:

- print and deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the ScienceDirect Subscribed Products to fulfill requests as part of the practice commonly known as "interlibrary loan" from non-commercial libraries located within the same country as the Subscriber.

1.4 Restrictions on Use of Subscribed Products.

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products, except as expressly permitted by law in § 60 d UrhG (German Copyright Act, Urheberrechtsgesetz for research and scientific purpose only and limited to:

- 1) The computational analysis must be for the purpose of non-commercial research;
- 2) The copy is accompanied by sufficient acknowledgment (unless this is practically impossible);

- substantially or systematically reproduce, retain, store locally, redistribute or disseminate online the Subscribed Products; or
- post individual items from the Subscribed Products on social networking sites.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted work for the Subscriber.

1.5 Intellectual Property Ownership.

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

(...)