

Allianz-Lizenz – European Mathematical Society (EMS)

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

IT IS AGREED AS FOLLOWS

§ 1 Definitions

1. In this Licence, the following terms shall have the following meanings:

(...)

b. Authorised Users: individuals who are authorised by the Institution to access the Institution's information services whether on-site or off-site via Secure Authentication and who are affiliated to the Institution as a current student (including but not limited to undergraduates, postgraduates and guest students), member of staff (whether on a permanent or temporary basis including retired members of staff and any teacher who teaches Authorised Users) or contractor or registered user of the Institution. Persons who are not currently a student, member of staff, contractor or registered user of the Institution, but who are permitted to access the Institution's information services from computer terminals or otherwise within the physical premises of the Institution ("Walk-In Users") are also deemed to be Authorised Users, only for the time they are within the physical premises of the Institution.

Authorised User means as well any individual subject to the requirement of permanent residence in Germany that has completed a suitable registration procedure as long as such registration remains in effect.

c. Commercial Use: the use of the Licensed Material for the purpose of monetary reward (whether by or for the Institution or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Material. For the avoidance of doubt, the use by the Institution or Authorised Users of the Licensed Material in the course of research funded by a commercial organisation is not deemed to constitute Commercial Use. Recovery of costs is not being deemed Commercial Use. The use of Metadata by search engines does not constitute Commercial Use as long as that Metadata is not sold, lent, distributed or otherwise re-licensed via that search engine or the access to that Metadata on that search engine is exclusively being charged for.

d. Educational Purposes: The use for the purpose of education, teaching, distance learning, private study and/or research.

(...)

f. Intellectual Property Rights: Patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in knowhow and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

(...)

k. Metadata: Bibliographical, structural & descriptive data of the Licensed Material [...]

(...)

m. Part (of Licensed Material): Any part, component or fragment of the Licensed Material that is used, separated and/or cited in a self-contained manner.

(...)

q. Source (of Licensed Material or Parts thereof): Denomination of the origin of, author of, holder of title in the Licensed Material or Part hereof.

(...)

§ 3 Permitted uses

1. The Licensee and the Institutions may:

a. Make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material by Authorised Users, provided that such use is subject to all the terms and conditions of this Licence Agreement;

b. Provide Authorised Users with an integrated access and index to the Licensed Material and all other similar material acquired from other sources. The Licensed Material or Parts thereof may be compiled, indexed and/or catalogued (including, without limitation, the header data and abstracts) by the Licensee and the Institutions. Anything thereby created or compiled may be integrated into the products and services of the Institutions. Metadata may be integrated into any other library and information system (including but not limited to search engines of commercial corporations provided that the Metadata is not sold, lent, re-licensed, or distributed in any manner that violates the terms and conditions of the licence). The Licensed Material can be integrated without restriction (including, but not limited to) in digital course reserve collections, in virtual research environments in which authorised institutions participate as well as in the virtual specialised libraries operated by authorised institutions.

c. The Licensed Material may be used for text and data mining to enhance services, to encourage scholarship, teaching and learning and to conduct research by the Licensee and Authorised Users according to the following principles, as long as the purpose is not to create a product for use by third parties that would substitute the Licensed Material: Raw data may be extracted from the Licensed Material. Text and data mining may be performed on the unchanged Licensed Material or an extracted data (including but not limited to reproducing, storing, adapting, assembling large collections or extracting substantial portions of data and analysing them). The raw data is research data and may be stored, published and distributed in any medium or form under any licence in order to ensure reproducibility and sustainability, as long as the Licensed Material cannot be reconstructed in its original, human readable form. The Licensor will cooperate with Licensee and Authorised Users as reasonably necessary in making the Licensed Material available in a manner and form most useful to the Licensee and Authorised Users. Attribution must be made to the Licensor in an appropriate manner and form.

d. Supply to a user of another library (whether by post, fax or secure electronic transmission) a single copy of an electronic original of an individual document including any supplementary content published in connection to the document.

e. Run test routines, verifying access to all licensed items. Testing conditions will be clearly defined. Usage generated by test runs will not be part of the usage statistics delivered.

f. Allow Authorised Users to:

- Access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;
 - Electronically save Parts of the Licensed Material;
 - Print out single copies of Parts of the Licensed Material;
 - Incorporate Parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and author.
 - Incorporate Parts of the Licensed Material in printed or electronic form in assignments and portfolios, theses and in dissertations ("the Academic Works"), including reproductions of the Academic Works for personal use and library deposit. Reproductions in printed or electronic form of Academic Works may be provided to sponsors of such Academic Works. Each item shall carry appropriate acknowledgement of the source;
 - Provide single printed or electronic copies of single Parts of the Licensed Material at the request of other individual Authorised Users;
 - Provide single printed or electronic copies of single Parts of the Licensed Material to third-party colleagues for their scholarly, educational, scientific or research use;
 - Display, download and print Parts of the Licensed Material for the purpose of promotion of the Licensed Material, testing of the Licensed Material, or for training other Authorised Users;
 - Publicly display or publicly perform Parts of the Licensed Material as part of a presentation at a seminar, conference, -workshop, or other such similar activity;
 - Deposit in perpetuity the learning and teaching objects as referred to in § 3.1.b on servers operated by the Institution or Licensee. The use of such material shall be limited to Authorised Users.
- g.** Course packs in non-electronic, non-print perceptible form, such as Braille, may also be offered to Authorised Users;

(...)

2. Authors from Institutions are granted permission free of charge to store their articles which are part of the Licensed Material in the form published by the Licensor (e.g. PDF) without time embargo in an institutional or discipline-specific repository of their choice and to make them available in Open Access. The same permission is granted to Institutions to which the respective authors are affiliated.
(...)

§ 4 Restrictions

1. Save as provided herein, Licensee, the Institutions and Authorised Users may not:

- a. Sell or resell the Licensed Material unless the Licensee, an Institution or an Authorised User has been granted prior written consent by the Licensor to do so;
- b. Remove, obscure or modify copyright notices, text or source acknowledgment or other means of identification or disclaimers as they appear;

c. Alter, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Licence Agreement. For the avoidance of doubt, no alteration of the words or their order is permitted;

d. Display or distribute any Part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network or unless permitted under this Licence Agreement;

e. Use all or any Part of the Licensed Material for any Commercial Use.

(...)

§ 9 Acknowledgement and protection of Intellectual Property Rights

1. Licensee acknowledges that all Intellectual Property Rights in the Licensed Material are the property of the Licensor or duly licensed to the Licensor and that this Licence Agreement does not assign or transfer to the Licensee any right, title or interest therein except for the right to access and use the Licensed Material in accordance with the terms and conditions of this Licence Agreement.

2. For the avoidance of doubt, the Licensor hereby acknowledges that any database rights created by the Licensee or the Institutions as a result of Local Hosting, text mining or data mining of the Licensed Material shall be the property of the Licensee, or the Institution.

(...)