

Faculty of 1000

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

1. INTERPRETATION

1.1 In these Terms, unless the context requires otherwise, the following expressions have the following meanings:

"Authorized User":

(a) all employees of Licensee's Institutions whether on permanent, temporary or visiting base;

and

(b) individual members of the public (including walk-in users) permitted to use the Licensee's library or information services; in each case who are permitted general access to the Network by the Licensee.

(...)

2. DELIVERY AND GRANT OF RIGHTS

2.1 (...) the Licensor grants to the Licensee for the Term the following non-exclusive rights ("the Rights"), to:

(a) access via the Network at any time the Licensor's server, or as the case may be any service provided by an agent on its behalf, for the purpose of accessing the Licensed Material, for research, teaching, and private study purposes by means of Workstations connected to the Network;

(b) make the Licensed Material accessible via the Network to the Authorized Users for their research, teaching, and private study purposes;

(c) permit Authorized Users to print and/or download individual articles and other individual items from searches of the Licensed Material for research, teaching and private study purposes;

2.2 The Rights are personal to the Licensee and do not extend to its subsidiary or parent organizations, or to any other related or affiliated organizations. The Licensee may not assign, sublicense, transfer, charge or otherwise dispose of its rights under this Agreement without the prior written consent of the Licensor.

2.3 Title to, and ownership of, the Licensed Material (including any copies made by the Licensee) is not transferred to the Licensee and remains vested in the Licensor, subject to the Rights granted in Clause 2.1. The Licensee acknowledges that any rights not expressly granted in this Licence are reserved to the Licensor.

(...)

3. USAGE AND RESTRICTIONS

3.1 Except as expressly permitted in Clause 2. I, the Licensee warrants that it will not, nor will it license or permit others to, directly or indirectly, without the Licensor's prior written consent:

(a) sell, distribute, license, rent or otherwise exploit the Licensed Material, or any element of it, for any commercial purpose;

(b) make the Licensed Material, or any element of it, available by any means to persons other than Authorized Users;

(c) make the Licensed Material, or any element of it, available on, or by, electronic bulletin boards, news groups, Web sites, FTP or any other means of posting or transmitting material on the Internet, an online service or wide area network;

(d) remove or obscure the Licensor's copyright notice from the Licensed Material including hardcopy print-outs;

(e) use the Licensed Material to create any derivative work, product or service, or merge the Licensed Material with any other product, database, or service;

(f) alter, amend, modify, translate, or change the Licensed Material; or

(g) otherwise use the Licensed Material supplied in accordance with this Agreement in a manner that would infringe the copyright or other proprietary rights contained within it.

(...)