Allianz-Lizenz - Karger Journals

Auszug aus dem Lizenzvertrag 2021-2023 Abridged version of License Agreement 2021-2023

(...)

1. DEFINITIONS

Where the context implies, words importing the singular number shall include the plural and vice versa. For the purpose of these Terms & Conditions, and solely for this purpose, the terms set forth hereinafter shall be defined as follows:

1.1. 'Authorized User' shall mean an individual who is authorized to access Licensed Materials through a Secure Network or proxy server at a subscribing institution. Such an individual might be a current employer or employee of a clinical center, a governmental, research or comparable entity (Scientific User); in case of an academic institution or of a library a current student, faculty member, library patron or employee (Academic User) as well as a visitor (Walk-In User) who is permitted to access the Licensed Material from a designated terminal, which is physically located in the Licensee's premises; a current employer, employee or independent contractor of a commercially operating corporation (Corporate User) and its affiliate; a member of a society (Society Member); as well as a member of a patient group or another interest group in the health science market;

'Commercial Use' shall mean use for the purposes of monetary reward by means of sale, resale, loan, transfer, hire or any other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensee from an Authorized User, 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;

- **1.2. 'Course Packs'** shall mean a collection or compilation of materials, e.g. book chapters or journal articles assembled by an Authorized User for internal use for the purposes of instruction;
- **1.3. 'Electronic Reserve'** shall mean electronic copies of materials, e.g. book chapters, journal articles made and stored on the Secure Network by the Licensee for exclusively internal educational use in connection with specific courses of instruction offered by the Licensee to its Authorized Users;

(...)

- **1.5. 'Licensed Materials'** shall mean the electronic version of the Licensor's journal articles and/or book chapters, journals and/or books or packages and collections thereof as purchased and/or subscribed to by the Licensee. Licensed Materials are mainly delivered in PDF and in HTML full-text format. In particular cases the Licensed Materials might be likewise available in other formats. (...)
- **1.6. 'Licensee'** shall mean a clinical center; a governmental, research or comparable entity; an academic institution; a library; a commercially operating entity; a scientific society; or a

patient group or another interest group in the health science market that subscribes to the Licensed Materials;

- **1.7. 'Secure Network'** shall mean a network, whether a standalone network or a virtual network within the Internet, which is accessible only to an Authorized User approved by the Licensee, and whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Licensee;
- **1.8. 'Server'** shall mean either the Licensor's server or a third-party server designated by the Licensor on which the Licensed Materials are mounted and may be accessed;
- **1.9. 'Text and Data Mining (TDM)'** shall mean 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.

2. GRANT

Subject to these Terms & Conditions, the Licensor hereby grants to the Licensee the nonexclusive and nontransferable right to give an Authorized User access to the Licensed Materials via a Secure Network, subject to payment of the Fee.

3. PERMITTED USES

3.1. The Licensee may:

- a. load the Licensed Materials on the Licensee's server on the Secure Network;
- **b**. make such backup copies of the Licensed Materials only as are reasonably necessary;
- **c**. make such temporary local electronic copies by means of caching or mirrored storage of any part of the Licensed Materials as is necessary solely to ensure efficient use by an Authorized User;
- **d**. provide an Authorized User with access to the bibliographic data plus the abstract via the Secure Network;
- **e.** provide single printed or electronic copies of individual items of the Licensed Materials at the request of an Authorized User for their own personal, scholarly, educational or scientific research or their internal business use;
- **f**. use upon prior request TOM technologies to derive information from the Licensed Materials:
- **g**. display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training an Authorized User or groups of Authorized Users;

h. provide print or electronic copies of individual items taken from the Licensed Materials to national or international pharmaceutical regulatory authorities for the purpose of, or in anticipation of, regulatory approval of pharmaceutical products or patent and/or trademark applications or other legal or regulatory purposes in respect of the Licensee's products or services.

3.2. An Authorized User may:

- **a**. search, view, retrieve and display the Licensed Materials for personal, scholarly, educational, scientific research or for internal business use;
- **b**. print a copy of any part of the Licensed Materials for their own personal, scholarly, educational, scientific research or for internal business use;
- **c.** electronically save individual items of the Licensed Materials on an Authorized User's computer for his/her own personal, scholarly, educational, scientific research or internal business use;
- **d**. distribute single copies of individual items from the Licensed Materials in print or electronic format to other Authorized Users. For the avoidance of doubt, this subclause shall include the distribution of a copy to other Authorized Users for teaching purposes in a class at the Licensee's institutions.

As to Permitted Uses of the Licensor's Open Access Content, please refer to relevant CC-License.

3.3. Remote Access: The Licensor grants to Authorized Users remote access through VPN, proxy servers of the Licensee's institution or through third-party providers, such as but not limited to OpenAthens® or Shibboleth®, on condition that the Licensor can confirm and register the IP of the Licensee's server to the Licensee's online subscription.

4. SUPPLY OF COPIES TO OTHER LIBRARIES

The Licensee being an academic institution may, subject to clause 6 below, supply to an Authorized User of another library whether by post or fax or secure transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing, for the purposes of research or private study and not for Commercial Use, a single paper copy of an electronic original of an individual document which is part of the Licensed Materials.

5. COURSE PACKS AND ELECTRONIC RESERVE

The Licensee may, subject to clause 6 below, incorporate parts of the Licensed Materials in printed Course Packs and Electronic Reserve collections for the use of Authorized Users in the course of instruction at the Licensee's premises, but not for Commercial Use. Each such item shall carry an 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 this purpose. Course Packs in nonelectronic nonprint perceptible form, such as audio or braille, may also be offered to Authorized Users.

6. PROHIBITED USES

6.1. Neither the Licensee nor an Authorized User may:

- **a.** remove or alter the authors' names or affiliations or the Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials;
- **b.** alter, abridge, adapt or modify any part of the Licensed Materials for any purpose other than that expressly permitted by the Licensee, except to the extent necessary to make it perceptible on a computer screen to an Authorized User. For the avoidance of doubt, no alteration of the words or their order is permitted;
- **c.** systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than as explicitly permitted under clauses 3.1 and 3.2 above;
- **d.** index and/or systematically download the Licensed Materials, especially operated by the application of a bot or crawler, for any purpose other than as explicitly permitted under clauses 3.1 f);
- **e.** mount or distribute any part of the Licensed Materials on any electronic network, including, without limitation, the Internet and the World Wide Web, other than the Secure Network;
- **f.** integrate the Licensed Materials with any other material or otherwise create derivative works in any format and/or medium.

6.2. The Licensor's express prior written permission must be obtained in order to:

- **a.** distribute, publish or make available the whole or any part of the Licensed Materials to anyone other than an Authorized User or for any purpose not expressly authorized by these Terms & Conditions. The supply of any of the Licensed Materials to third parties is subject to payment and shall be negotiated with the Licensor;
- **b.** use all or any part of the Licensed Materials for any Commercial Use such as sale, reward or exploitation other than as expressly permitted by these Terms & Conditions;
- **c.** publish, distribute or make available works based on the Licensed Materials or works which combine the Licensed Materials with any other material, other than as permitted in these Terms & Conditions.
- **6.3.** Nothing in this License is intended to reduce, limit, or restrict any uses free from copyright or rights arising from limitations or exceptions that are provided for in connection with the copyright protection under German copyright law.
- **6.4.** As to Prohibited Uses of Licensor's Open Access Content, please refer to the relevant CC License. (...)