

SpringerNature (Projekt DEAL)

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

PART B – ACCESS TO CONTENT

2. Definitions

(...)

2.2 "Agreement" means the Publish and Read Agreement entered into between DEAL Operating Entity and Publisher and available at <https://doi.org/10.17617/2.3551270>.

2.3 "Access Only" means that Member Institution's access to the specified Content is limited to the Term only.

2.4 "Authorized Users" means Member Institution's full- and part-time faculty members, students, staff, researchers, visiting scholars, registered library users in case the Member Institution is a public library (provided that such users are residents of the Federal Republic of Germany), contractors (provided that use by a contractor of Member Institution is authorized solely to the extent it is for the benefit of Member Institution, and not for the benefit of the contractor or any third party), and authorized walk-in users.

(...)

2.18 "Data Protection Law" means all laws and regulations of the European Union, the European Economic Area and their member states, especially, but not limited to the General Data Protection Regulation EU 2016/679 (GDPR) and the laws of Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

2.19 "Personal Data" means any information relating to a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, or an online identifier.

2.20 "Processing" means any operation which is performed on personal data, such as collection, recording, organisation, structuring, storage, adaptation or any kind of transfer, disclosure or other use.

2.21 "Science Tracking" means the exploitation of user tracking methods, including the combination with data acquired from other sources, with the goal of creating and possibly monetizing scientific profiles or influencing scientific research and publishing.

(...)

4. Grant and Scope of License

4.1 Subject to Member Institution's acceptance and compliance with the Participation Terms, and subject to the terms of the Agreement and the applicable Product Terms, Publisher hereby grants Member Institution a non-exclusive, revocable and non-transferrable license to:

4.1.1 permit Authorized Users to access the Content for the duration and in the manner set forth in these Participation Terms with the type of access as indicated in Section 3 above;

4.1.2 incorporate links on Member Institution's intranet websites to the Content in full text format on the Platforms;

4.1.3 transmit to a library pursuant to section 2 of the Leihverkehrsordnung (LVO) single articles only for personal educational, scientific, or research purposes ("Interlibrary Loans"). Such transmission shall be reviewed and fulfilled by Member Institution's staff, and shall be made by hand, post, fax or through any secure document transmission software, so long as, in the case of any electronic transmission, the electronic file retains the relevant copyright notice. The right set out in this clause does not extend to centralized ordering facilities, such as document delivery systems, nor the distribution of copies in such quantities as to substitute for a subscription or purchase of the distributed Content.

4.2 Authorized Users may solely for their personal educational, scientific, or research purposes:

4.2.1 access (including by remote access, with the exception of walk-in-users), browse, view, collate, display, search and retrieve the Content. For clarity, the number of Authorized Users who may simultaneously access the Content is unlimited.

4.2.2 download, store on a hard drive or removable media drive, print and copy in paper and digital form single articles, individual database outputs, graphs, reports, or other individual items of the Content,

4.2.3 use single articles, individual database outputs, graphs, reports or other individual items of the Content for the preparation of academic course materials with all rights notices duly presented.

4.3 If a Member Institution desires to permit its Authorized Users text and data mining for non-commercial purposes on the Content, Publisher agrees to enter in an addendum to these Participation Terms, based on the then current text and data mining terms of Publisher ("Text and Datamining Terms"). For the avoidance of doubt, nothing in such text and data mining terms shall limit or exclude non-derogable statutory rights of Authorized Users

5. Prohibited Uses

5.1 Neither Member Institution nor Authorized Users shall:

5.1.1 remove, obscure or alter any copyright or other notices, trademarks, logos, service marks or any other proprietary rights appearing in or on the Content,

5.1.2 except as permitted under applicable law and these Participation Terms, neither Member Institutions nor Authorized Users may update, change, revise, adapt, modify, translate, transform or create any derivative work of the Content; for clarity, such prohibition extends to doing any of the foregoing with the use of artificial intelligence (AI) tools. Further, neither Member Institution nor Authorized Users may use any part of the Content to train, directly or indirectly, any AI tool or system. To provide clarity and guidance for Member Institutions and Authorized Users, DEAL Operating Entity and Publisher agree to jointly monitor the legal and technological developments regarding artificial intelligence tools in relation to the use of Content during the Term of this Agreement, and align on such in a joint working group. The working group will discuss such developments, issue guidance with respect to specific use cases in a mutually agreed FAQ related to this Agreement (to be found at <https://keeper.mpdل.mpg.de/f/ece56f1759ed4cc5902f/?dl=1>), and may mutually review and suggest revisions to the Agreement in relation to the use of artificial intelligence.

5.1.3 except as permitted by Section 4 or by applicable law or these Participation Terms, redistribute, reproduce, or transmit the Content by any means including electronic (e. g., via email, FTP) nor post it on personal or public websites or on public networks,

5.1.4 systematically download any Content to its own or any third-party server, use routines designed to continuously and automatically search and index the Content (full text and meta data), such as web-crawling or spider programs or engage in any activity likely to burden the Platforms, except as expressly allowed in the Reading Access or Text and Datamining Terms,

5.1.5 directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access; or

5.1.6 otherwise use the Content in a manner that would infringe the copyright or other proprietary rights contained therein.

(...)