

Taylor & Francis Journals

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

(...)

IT IS AGREED AS FOLLOWS

(...)

2. General Regulations

2.1. Definitions

2.1.1. In this Framework Agreement, the following terms shall have the following meanings:

(...)

c. Authorised Users: individuals who are

- authorised by the Consortium Member Institution to access the Consortium Member Institution's information services whether on-site or off-site via Secure Authentication and who are affiliated to the Consortium Member 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 (library) user of the Consortium Member Institution.

- not currently a student, member of staff, contractor or registered user of the Consortium Member Institution, but who are permitted to access the Consortium Member Institution's information services from computer terminals or otherwise within the physical premises of the Consortium Member Institution ("Walk-In Users")

(...)

f. Commercial Use: the use of the Licensed Material for the purpose of monetary reward (whether by or for the Consortium Member 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 Consortium Member 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 as specifically provided for in Clause 3.2.4 does not constitute Commercial Use as long as that Metadata is not sold, lent, distributed or otherwise re-licensed via that search engine. The use of Metadata by search engines does not constitute Commercial Use as long as the access to that Metadata on that search engine is not exclusively being charged for. Course pack use on Commercially Run Courses, whether organised by a Consortium Member Institution, or another third party, is considered commercial use and as such is prohibited.

(...)

i. Course Pack: a collection or compilation of materials (e.g. book chapters, journal articles) from the Licensed Materials assembled by staff of the Consortium Member Institution for the purposes of instruction.

(...)

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

(...)

q. 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.

(...)

hh. Text and Data Mining (TDM): means to perform extensive automated searches of the Licensed Materials, and data embodied therein, and includes but is not limited to the sorting, parsing, addition or removal of linguistic structures, and the selection and inclusion of Licensed Materials into an index or database for purposes of classification or recognition of relations and associations. TDM Output means the result of any Text and Data Mining of the Licensed Materials carried out by Authorised Users.

(...)

2.5. Acknowledgement and protection of Intellectual Property Rights

2.5.1. All Intellectual Property Rights in the Licensed Material are the property of the Publisher or duly licensed to the Publisher and this Agreement does not assign or transfer 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 Framework Agreement.

2.5.2. For the avoidance of doubt, the Publisher hereby acknowledges that any database rights created by the Consortium Leader or the Consortium Member Institutions as a result of archiving, text mining or data mining of the Licensed Material shall be the property of the Consortium Leader or the Consortium Member Institution.

(...)

3. READ: Subscription to Licensed Material

(...)

3.2. Licence grant

3.2.1. The Publisher agrees to grant to the Consortium Member Institutions the nonexclusive, non-transferable and perpetual licence to give Authorised Users access to the Licensed Material by way of the Online Services for the purposes of research, education, teaching and private study, subject to the terms and conditions of this Framework Agreement. Exception is made for contents of the Collections that belong to the Licensed Material which are not at the same time part of the individually subscribed journals, for these contents, the license is granted for the duration of the Subscription Period and not granted perpetually.

3.2.2. The Publisher hereby grants to the Consortium Member Institutions (mutually agreed upon in advance), subject to and in accordance with the terms of this Agreement, a non-exclusive, perpetual, non-transferable, worldwide (licence) right – which is revocable in the case of material breaches of contractual obligations by the Consortium Member Institution concerned or/and lapse of the rights with

regard to (individual) publications concerned – to:

3.2.2.1. archive the Licensed Material (exception made in Clause 3.2.1 sentence 2 applies) on an archiving server or on the server of a third party (including cloud solutions) which it warrants to the Publisher will be designed to be a secure system requiring industry standard encryption, anti-virus measures, Secure Authentication by Shibboleth, IP or proxy server, or by another means of authentication agreed in writing in advance between the Publisher and the Consortium Member Institution. The Consortium Member Institution shall give the Publisher prompt notification of any breach or security breach of the secure system to the Publisher in writing, in any event no later than within five (5) business days of the breach. If the Consortium Member Institution fails to remedy a persistent breach of the secure system to the Publisher's satisfaction, access shall cease immediately and archival copies shall be securely deleted from the archiving server and storage facilities. Publisher reserves to itself complete editorial freedom in the form and content of the Licensed Material and may alter the same from time to time, such alterations including retracting and cancelling whole or part articles and publishing corrections for whatever reason.

The Consortium Member Institution shall ensure that all alterations notified to it by the Publisher are incorporated into or retracted from the archival copies as soon as possible within the circumstances and in any event within thirty (30) business days of written notification from the Publisher (the "Removal Date"). The Publisher shall not be liable for any loss the Consortium Member Institution may suffer or incur to the extent such loss arises as a result of not having removed or amended the archival version from the long-term preservation system by the end of the Removal Date.

(...)

3.2.2.3. The Consortium Member Institutions are further permitted to make copies or re-format the Licensed Material contained in the archival copies supplied by the Publisher in any way that ensures their future preservation and accessibility in accordance with this Agreement.

3.2.3. The Publisher guarantees to archive the Licensed Material in at least one of the established e-journal archiving initiatives, namely Portico and LOCKSS.

3.2.4. The Publisher hereby grants to the Consortium Leader and the Consortium Member Institutions, subject to and in accordance with the terms of this Framework Agreement, a non-exclusive, perpetual, worldwide licence for the Metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to non-commercial search engines of the Institutions and non-Commercial Library Networks in Germany, e.g. GBV Common Library Network (en.gbv.de). If new third parties are identified both parties will discuss and mutually agree the use of Metadata in these systems. The support of Search Engine Advertising (SEA) and Search Engine Optimization (SEO) is allowed by the Publisher (e.g. xml-sitemap of websites with displays of metadata for inclusion of Search Engine Indexes; support of crawler like Googlebot) as well as the provision of the Metadata as Open Data under a Public Domain Licence.

3.2.5. Access shall be granted without restriction to concurrent use.

3.3. Permitted uses

3.3.1. The Consortium Member Institutions and Authorised Users shall not, print, copy, re-use, reproduce, modify, sell, distribute, transfer or commercially exploit the Licensed Materials in whole or in part, other than as expressly permitted in this Agreement or, in the case of any Licensed Materials published in an Open Select Journal under a Creative Commons License, as permitted by the terms of such license.

3.3.2. The Consortium Member 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 Agreement;

b. save and/or deposit in perpetuity parts of the Licensed Material (exception made in 3.2.1 sentence 2 applies) in electronic repositories on a Secure Network operated by the Consortium Member Institution, access to and use of which is limited to Authorised Users;

c. 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 Consortium Member Institutions. Anything thereby created or compiled may be integrated into the products and services of the Consortium Member Institutions.

d. 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 Consortium Member Institutions 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 on 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 Publisher will cooperate with Consortium Member Institutions and Authorised Users as reasonably necessary in making the Licensed Material available in a manner and form most useful to the Consortium Member Institutions and Authorised Users. Attribution must be made to the Publisher in an appropriate manner and form. The Consortium Member Institutions shall inform the Authorised Users that TDM projects must be performed in accordance with the terms of this Agreement. Consortium Member Institutions shall inform Authorised Users that the Publisher must be informed of the TDM project before the project commences.

e. Subject to Clause 3.4., supply to a user of another library in Germany or abroad (whether by post, fax or secure electronic transmission provided the electronic file is deleted immediately after printing) a single copy (paper or electronic) of an electronic original of an individual document being part of the Licensed Materials.

f. Allow Authorised Users to, subject to Clause 3.4. below:

- 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 Links to 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 Links to 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;

- Use the Licensed Materials to perform and engage in text mining/data mining activities for academic research and other educational purposes provided that the Publisher is notified in advance of the project to ensure that the Publisher can provide appropriate technical assistance and maintain a log of projects.

- 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 Clause 3.2.2.c on servers operated by the Consortium Member Institution. The use of such material shall be limited to Authorised Users.

g. The Consortium Member Institutions acknowledge that the use of Licensed Material in respect of Commercially Run Courses is specifically prohibited;

h. No portion of the Licensed Material may be made available in a MOOC without a separate licence being obtained in advance from the Publisher.

i. In case of technical breakdowns (including but not limited to downtimes of the Publisher's Platform or to incorrect administered IP ranges) provide Consortium Member Institutions or Authorised Users with electronic copies of single Parts of the Licensed Material.

3.4. Restrictions on use of the Licensed Material

3.4.1. Save as provided herein, the Consortium Member Institutions and Authorised Users may not:

a. Sell or resell the Licensed Material unless the Consortium Member Institution or an Authorised User has been granted prior written consent by the Publisher 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. Systematically make print or electronic copies of multiple extracts of the Licensed Materials, including complete issues, for any purpose;

d. Systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorised Users;

e. 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 Agreement. For the avoidance of doubt, no alteration of the words or their order is permitted;

f. Mount 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 Agreement;

g. Publish, distribute or make available the Licensed Materials, works based on the Licensed Materials or works which combine them with any other material, other than as permitted in this Agreement;

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

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