

Gale Virtual Reference Library

Auszug aus dem Lizenzvertrag 2009-2010
Abridged version of License Agreement 2009-2010

[...]

SECTION 1: GENERAL TERMS AND CONDITIONS

[...]

4. Intellectual Property

4.1 The Client acknowledges that Gale Cengage Learning and its Sources own all content comprising the Services and Archive Products.

4.2 The Client shall use all reasonable efforts to restrict and control unauthorised access to a Service or Archive Product. The Client agrees to notify Gale Cengage Learning if it becomes aware of any of the following: (a) any loss or theft of the Client's password(s) used in relation to a Service or Archive Product (if any); (b) any unauthorised use of such passwords; or (c) any breach by an Authorised User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement by an Authorised User, the Client agrees to work with Gale Cengage Learning to correct such practices.

4.3 The Client agrees not to sell, exchange, barter or transfer, rent, lease, loan, resell for profit, distribute or in any other manner commercially exploit any data or documentation comprising a Service or Archive Product except as expressly permitted in this Agreement.

[...]

SECTION 2: SUBSCRIPTION TERMS

[...]

3.2 Gale Cengage Learning warrants to the Client that the use of the Subscription Service by the Authorised Users in accordance with this Agreement will not infringe the intellectual property rights of any third party.

[...]

SECTION 5: RESTRICTIONS ON USE

[...]

SUBSCRIPTION SERVICE

No commercial exploitation of Subscription Service Materials

Applies to: All Clients

Clients and Authorized Users may not commercially exploit materials available from the Subscription Service.

Restriction on Distribution of Subscription Service Materials

Applies to: All Clients

Except as expressly stated in this Section 5 (including the limited redistribution permission described

below), Clients and Authorized Users may not Distribute all or any materials from the Subscription Service to any other person, even if that person is an Authorized User. For the avoidance of doubt, Clients and Authorized Users may not make multiple copies of materials from the Service to provide to other persons within the Client's organization (whether in a hard-copy or electronic format or through access to materials stored on a server) even if all intended recipients are Authorized Users and there is no restriction on Concurrent Users.

Permission for limited redistribution of extracts from the Subscription Service Materials

Applies to: All Clients

Authorized Users may Distribute insubstantial extracts from the Subscription Service provided that:

- (a) the Distribution is only for educational or research purposes and is not for commercial purposes;
- (b) the Distribution is incidental to some other purpose. For example, inclusion of an illustrative extract in an article for an academic publication, a textbook or an examination paper;
- (c) each extract is immediately followed in clear and legible text by reference to the Subscription Service; and
- (d) no more than three extracts from the Subscription Service may be Distributed in a single work, where a work includes but is not limited to, an article, a textbook or an examination paper.

Permissible Inter-Library Loans of materials from the Subscription Service

Applies to: All Clients

The Client may supply to an authorized user of a Participating Member ("Recipient"), in hard copy format or electronically, a single article or item from the Subscription Service for the purposes only of that Recipient's research or private study, provided that (i) the copy is used by the Recipient only in hard copy format, (ii) the Recipient doesn't, in hard copy or electronic format, distribute or otherwise make the copy available to any other person, (iii) the Recipient makes no commercial use of the copy and (iv) the Recipient, the Authorized User and the Client comply at all times with the rules of the Approved Library Loan Scheme from time to time in force.

Use of materials from the Subscription Service for educational purposes only.

Applies to: Academic Institutions and Schools

Each Authorized User may download, display, view and print off single copies of excerpts of materials contained in the Subscription Service for the internal educational purposes of the Client and for the Authorized User's personal non-commercial use.

Members of Faculty or Staff may include in their teaching materials (whether in hard-copy or as part of a Virtual Learning Environment or Managed Learning Environment) links to materials available from the Subscription Service. Authorized Users may use these links to identify and access the relevant materials. The restrictions set out in the two paragraphs above will otherwise apply to those Authorized User's use of those materials.

[...]

SCOPE OF USE SCHEDULE

[...]

Access through a Secure Remote Access

The following classes of Authorized Users may access the Service through a Secure Remote Access:
Special Library Members, Special Library Staff.

The number of Concurrent Users who can access the Service through Secure Remote Access is unlimited. Concurrent access to the Subscription Service must be restricted via an authentication system approved by Gale Cengage Learning.