

RESEARCHRESEARCH SITE LICENSE AGREEMENT

[Vertragsauszug]

THIS AGREEMENT ("the Agreement") is made between RESEARCH RESEARCH LIMITED, Unit 111, 134-146 Curtain Road, London EC2A 3AR ("Licensor") and MAX PLANCK SOCIETY, by Max Planck Digital Library, Amalienstr. 33, 80799 Munich, Germany ("Licensee") and is made as of [September 30, 2011]

IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement, the following expressions shall have the following meanings:

"Licensed Work(s)" shall mean the online version of each of Licensor's publications or online-only publications or other content which is not sold as a paper publication for which the Licensee holds a current institutional subscription for online access or which includes online access;

"Licensor Trademarks" shall mean the designations RESEARCH FORTNIGHT, RESEARCH EUROPE, RESEARCH DAY, RESEARCHRESEARCH.COM, ONDERZOEK NEDERLAND, RESEARCH FUNDING GUIDE, RESEARCH USA and other designations as may be established by the Licensor from time to time;

"Commercial Use" shall mean use for the purposes of monetary reward (whether by or for the Licensee, an Authorised User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Licensed Work(s);

"Material" shall mean any online item including any news article, job record, funding opportunity record, funding programme record, funding organisation record, abstract, article, index, advertising or other material contained in the Licensed Work(s) and accessed online;

[...]

"Individual Account" shall mean a personal account provided for the use of an individual and accessed via username and password providing access to the Licensed Works and associated online services and which may store personal information that is private to the account holder;

[...]

"Authorised User" shall mean an individual who is authorised by the Licensee to access the Licensor's Server and Licensed Works through the Licensee's Secure Network whether from a computer or terminal on the Licensee's Secure Network, or offsite via a modem link to a valid IP address on the Licensee's Secure Network, or via an Individual Account from any location;

"Primary User" shall mean an individual who is affiliated with the Licensee's locations listed in Schedule 1 ("Authorised Sites") as a current student, faculty

member, researcher visiting for a period exceeding 30 days, guest scientists, postdoctoral researcher, contract researcher or other employee;

"Secondary User" shall mean an individual who is not a Primary User and who is affiliated to another institution which has access to the Licensee's Secure Network as a current student, faculty member, researcher visiting for a period exceeding 30 days, postdoctoral researcher, contract researcher or other employee;

"Walk-In-User(s)" shall have the meaning set out in Clause 2.1.2

"Site" shall mean the geographical site (or sites) in respect of which the Licensee has purchased an online subscription from which Authorised Users can access the Licensed Work(s) onsite from a computer or terminal on the Licensee's Secure Network located at the site and via which Authorised Users can additionally access the Licensed Work(s) offsite via a modem link to a valid IP address on the Licensee's Secure Network located at the site;

[...]

"Acceptable Use Policy" shall mean the terms governing the day-to-day usage of the site described in the web pages reachable from the Acceptable Use or Terms & Conditions links on the Server and updated from time to time.

[...]

2. GRANT OF LICENCE, USAGE RIGHTS AND LIMITATIONS ON USE

2.1.1 In respect of each Site, Licensor grants the Licensee the non-exclusive and non-transferable right to allow Authorised Users to access and use the Licensed Work(s) throughout the Subscription Period by means of one or more Secure Networks and by Individual Account from anywhere for the purposes of current awareness, research, teaching, and private study.

2.1.2 Authorised Users shall normally include all Primary Users and exclude all Secondary Users. In this case, the Licensee shall ensure that access by IP address is not provided to ranges of IP addresses used by Secondary Users or allocated to them and that no Individual Accounts are allocated to Secondary Users. In the case that access to Secondary Users is provided an additional fee will be payable and the Licensee shall specify in writing the institution(s) to which access is to be provided. In this case, Authorised Users shall include such Secondary Users. Individuals who are not Primary Users, but who are permitted access to the Licensee's information services from computer terminals or otherwise within the physical premises of the Licensee ("Walk-In Users") are also deemed Authorized Users, only for the time they are within the physical premises of the Authorised Sites. Walk-In-Users may not set up Individual Accounts.

2.2 Throughout the Subscription Period, Authorised Users may:

2.2.1 access the Server by means of a Secure Network in order to search the Licensed Work(s) and to view, retrieve, and display portions thereof;

2.2.2 electronically save portions of the Licensed Work(s);

2.2.3 print out single copies of portions of the Licensed Work(s);

2.2.4 provide print or electronic copies of all or any part of the Licensed Work(s) to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval and/or trademark applications or other regulatory purposes in respect of the Licensee's products or services

2.2.5 arrange to have material automatically emailed to their own personal email account for their own personal or own research use provided that Authorised Users do not forward or send any material to any third-party non-Authorised User.

2.2.6 store personal details and preferences on the Server

2.2.7 use the Bookmarks and Magazines features to annotate and republish material to other Authorised Users; this right does not extend to any republishing which is not done via the Bookmarks and Magazines features on the server

2.2.8 view management reports and information as provided by the Licensor concerning usage of the Server by users authorised by the Licensee; under no circumstances will the Licensee be entitled to view any personal information stored by individuals which would require the Licensor to violate the Privacy Statement it makes to individuals and which is displayed on the Server and updated from time to time or which would involve the Licensor contravening its responsibilities under any relevant privacy legislation or which violates reasonable expectations of privacy which may be held by such Authorised Users.

2.3 The Licensee and Authorised Users may not:

2.3.1 remove or alter Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Work(s);

2.3.2 systematically make printed or electronic copies of multiple portions of the Licensed Work(s) for any purpose; such usage, if required, is subject to an additional agreement and an additional fee;

2.3.3 display or distribute any part of the Licensed Work(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than a Secure Network;

2.3.4 permit anyone other than Authorised Users to access or use the Licensed Work(s) or to systematically receive emails from the Server whether directly or indirectly via any automatic email forwarding arrangement;

2.3.5 use all or any part of the Licensed Work(s) for any Commercial Use, including use by public bodies as part of or to assist with services for which a charge is made

2.3.6 permit the functioning or content of the Server or Licensed Works to be shown to or viewed in any form by any company that is known to be offering

anywhere in the world job advertisements or information or news comprising or related to funding opportunities for research

2.3.7 violate the Acceptable Use Policy in force at the time or use the Server to publish or distribute material which is defamatory

2.3.8 use the Server or emails distributed by it for the purpose of gathering knowledge or information to assist or enable the creation of "deep links" from other Websites to the Server or to allow knowledge or information gathered to be used by others for the above purposes. Kinds of deep linking expressly forbidden by this provision include (but are not restricted to): linking which embeds material from Licensed Works inside a visual frame of reference from another Website; any linking which removes any element of the pages naturally rendered by the Server from the screen presented to users; any linking which reduces the likelihood that users will immediately identify the Licensor as the originator and owner of material forming part of Licensed Works on this Server or in emails distributed by it. Linking as per clause 4.2 shall be allowed.

3. RESPONSIBILITIES OF THE LICENSEE

[...]

3.3 The Licensee will:

3.3.1 be responsible for the confidentiality and all use of its Individual Accounts;

3.3.2 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Work(s);

3.3.3 take all reasonable steps to ensure that all Authorised Users abide by terms of this Agreement.

3.4 The Licensee will notify Licensor as soon as practicable if it becomes aware of any of the following: (a) any loss or theft of the Licensee's Username(s) or Password(s); (b) any unauthorised use of any of the Licensee's Individual Account(s); (c) any violation of the Acceptable Use Policy; or (d) 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 Licensee further agrees promptly to initiate disciplinary procedures in accordance with the Licensee's standard practice.

4. RESPONSIBILITIES OF LICENSOR

[...]

4.2 The Licensor shall provide the Licensee with the links to magazines, articles and funding opportunities within the Licensed Work(s) solely for the purpose of deep linking to the magazines within the Licensed Work(s) without content embedding subject always to providing appropriate attribution in each

case. The Licensor will use reasonable endeavours to ensure that links are not broken.

5. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

5.1 The Licensee acknowledges that all copyrights, patent rights, Licensor Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Licensed Work(s) (collectively the "Licensor Intellectual Property"), are the sole and exclusive property of Licensor and that this Agreement does not convey to the Licensee any right, title, or interest therein except for the right to use the Licensed Work(s) in accordance with the terms and conditions of this Agreement.

5.2 The Licensee shall notify Licensor promptly (i) of the facts and circumstances surrounding any unauthorised possession or use of the Licensed Work(s), or Licensor Intellectual Property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Licensed Work(s) infringes an intellectual property or proprietary right of any third party.

[...]

8. TERMINATION

8.1 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. Without limitation, a breach by the Licensee of the provisions of Clause 3.3 above would constitute a material breach of this Agreement.

8.2 The Licensor reserves the right at any time on 30 days notice to the Licensee to terminate this Agreement in respect of any Licensed Work(s) due to ceasing publication of such Licensed Work(s).

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