

The Rockefeller University Press Journals

Auszug aus dem Lizenzvertrag
Abridged version of License Agreement

[...]

IT IS AGREED AS FOLLOWS

1. DEFINITIONS

1.1 In this Licence, the following terms shall have the following meanings:

(...)

“**Authorised User**” means an individual who is authorised by the Institution to have access to its information services (whether on-site or off-site) via Secure Authentication and who is:

- a member of staff of the Institution (whether permanent, temporary, or exchange faculty, including retired members of staff); or
- a current student registered with the Institution (including undergraduates and postgraduates);
- an alumnus of the Institution;
- a contractor of the Institution; or
- without prejudice to Clause 4.2, a Walk-In User

(...)

“**Commercial Use**” means use for the purpose of earning monetary reward or generating profit (whether by or for the Institution or an Authorised User) by means of the sale, resale, loan, transfer, licence, hire or other form of exploitation of the Licensed Material, but, for the avoidance of doubt, excluding:

- use for which the Institution is entitled only to be reimbursed its costs (which may include overhead costs); and
- use of the Licensed Material in the course of research funded by a commercial or for-profit organisation.

(...)

“**Educational and Research Purposes**” means education, teaching, tuition, training, instruction, learning, private study and/or research, including distance learning and teaching.

(...)

“**Licensed Content**” means those articles or other parts of a Licensed Title which form part of the content licensed (including all content published during the Subscription Period to which access and use rights are granted under this Licence, and including all Previously Subscribed Material).

“**Licensed Material**” means the Licensed Content (e.g. published articles) forming part of the content of the Licensed Titles and all Metadata relating to Licensed Titles and Licensed Content.

“**Licensed Title**” means a title, being one of the Offered Titles, (whether individual, forming part of a standard collection or forming part of a custom collection) which the Institution has selected for use under this Licence (whether individually or as part of a collection).

(...)

“**Metadata**” means textual and other data associated with the Licensed Titles and/or Licensed Content that describes the creation, content, and context of each part of the Licensed Titles or Licensed Content, such as the name of the Publisher, the name of the copyright owner, subject matter, the date of publication, the location of the digital file, and in relation to Licensed Content, additionally the name of the contributing author (or authors) and other authors.

“**Mount**” means to copy to or install on a computer, computer network or system.

(...)

“**Permitted Use**” means use in accordance with Clause 3 subject to the restrictions in Clause 4.

(...)

“**Prohibited Act**” means, directly or indirectly (a) to offer, promise or give any person working for or engaged by any party to the Licence a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Licence.

(...)

“**Secure Authentication**” means access by Internet Protocol (“IP”) ranges (...) provided by the Institution or by other authentication means reasonably agreed between the Publisher and the Institution.

“**Secure Network**” means a network or virtual network which or the relevant functionality of which is only accessible to Authorised Users by Secure Authentication.

(...)

“**Walk-In Users**” means individuals, who are not otherwise Authorised Users, who are allowed by the Institution to access its information services from computer terminals or by other means (including wirelessly), from within the physical premises of the Institution.

(...)

2. LICENCE GRANT

2.1 The Publisher hereby grants to the Licensee:

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- (i) to access and make Permitted Use of the Licensed Material; and
- (ii) to permit Authorised Users to access and make Permitted Use of the Licensed Material; and

2.1.2 in respect of Continuing Licensed Material (if any), a perpetual, irrevocable, non-exclusive rights and licence:

- (i) to access and make Permitted Use of the Continuing Licensed Material; and
- (ii) to permit Authorised Users to access and make Permitted Use of the Continuing Licensed Material.

(...)

3. PERMITTED USES

3.1 The Licensee shall be entitled, for Educational and Research Purposes only:

3.1.1 to Mount and use Metadata in bespoke or commercially available library information systems to manage library operations, including combining such Metadata with metadata from other sources and/or relating to other materials, and downloading, printing, communicating, displaying, supplying for use by others, and providing public access to the same;

3.1.2 to communicate, perform, display, download and print parts of, or extracts from, Licensed Content,

3.1.3 to provide Authorised Users with access to the Licensed Content for Educational Purposes via a Secure Network for the purposes set out in Clause 3.2;

3.1.4 to display, download and print the whole of, or parts of, or extracts from, Licensed Content for the purpose of promoting or testing, and training in the use of the Licensed Material;

3.1.5 to convert or adapt Licensed Material into Braille or other formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to provide access to such converted or adapted form for the purposes of this Clause 3;

3.1.6 to supply to another library in Germany (whether by post, fax or, provided the electronic file is deleted immediately after printing, secure electronic transmission), a single copy of the whole of, or parts of or extracts from, Licensed Content, and to download such Licensed Content for such purpose;

3.1.7 to provide single printed or electronic copies of individual articles or other parts of Licensed Content to individual Authorised Users, at their request, for Educational Purposes;

3.1.8 to make and distribute copies of training, teaching or course material reproducing parts of Licensed Content, as may be required by the Licensee for the purpose of using the Licensed Material in accordance with Clause 3.2; and

3.1.9 to provide access to and permit use, in accordance with this Licence of, any archived copies of the Licensed Material, if and for so long as the Publisher so fails to provide such access; and if no such archived copies are maintained, to make and supply to a reasonably agreed recognized secure repository a copy of the Licensed Material in electronic form, for the sole purpose of the repository retaining the same for use by the Licensee and its Authorised Users (without prejudice to any other purpose for which the repository may be permitted by the Publisher to retain the same).

3.2 The Licensee shall be entitled to permit Authorised Users, for Educational Purposes only:

3.2.1 to access the Licensed Material by Secure Authentication in order to search, retrieve, display and view the Licensed Material;

3.2.2 to copy and paste, download, print and save electronic or print copies of parts of or extracts from Licensed Material, for individual use or for use in tutorials or study groups;

3.2.3 to copy and paste, download, print, save, convert or adapt copies or parts of or extracts from Licensed Material for the purposes of criticism, review, caricature, parody or pastiche. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in such ways;

3.2.4 to mark-up or comment (electronically or otherwise) parts of Licensed Material (including by tagging, highlighting paragraphs and sentences, bookmarking, inserting hyperlinks, exporting references, and writing personal commentary, and saving the same);

3.2.5 to convert or adapt Licensed Material into formats or forms suitable for providing access to, and use by, Authorised Users with impaired mental and/or physical abilities and to make copies of such converted or adapted Licensed Material for use in accordance with this Clause 3.2;

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3.2.7 to incorporate parts of or extracts from the Licensed Material in electronic or printed course packs or management systems to be used in the course of instruction and/or virtual learning and/or research environments hosted on a Secure Network. Authorised Users must specify the title and copyright owner of the Licensed Material used in the course packs;

3.2.8 to display publicly, communicate to the public or perform in public parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other similar event. Authorised Users must specify the source, listing title and author of the extract, title and author of the work, copyright notice, and each publisher of the Licensed Material used in such ways;

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3.2.12 to provide access to, communicate to, and share material resulting from any use under this Clause 3.2 with other Authorised Users for their use in accordance with this Licence.

3.3 The provisions of this Licence are without limitation to the rights of the Institution or Authorised Users to do any act permitted under applicable copyright laws, or permitted under any CC-BY or other open access licence applicable to the Licensed Material or otherwise which, apart from the rights granted under this Licence, would not infringe the intellectual property rights in the Licensed Material and, notwithstanding any provision of this Licence, the Institution and Authorised Users shall remain entitled to do any such acts.

3.4 Unless expressly set out in this Clause 3, or in relation to specific Licensed Content, there shall be no limit on the number of Authorised Users to which this Licence (including Clause 3.1 and Clause 3.2) applies.

4. RESTRICTIONS

4.1 Except where this Licence provides otherwise, the Licensee shall not, and shall not grant an Authorised User the right to:

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4.1.3 alter or adapt the Licensed Material (other than Metadata), including any alteration of the words of Licensed Content or their order, except to the extent necessary to make it perceptible on a computer screen;

4.1.4 display or distribute any part of the Licensed Material (other than Metadata) on any electronic network, including the internet, other than on a Secure Network;

4.1.5 make any Commercial Use of the Licensed Material (in whole or in part);

4.1.6 use the Licensed Materials (in whole or in part) other than for Educational Purposes;

4.1.7 provide access to and/or permit use of the Licensed Content by anyone or transmit any part of the Licensed Material (other than Metadata) by any means to anyone, other than an Authorised User.

4.2 The Licensee shall not provide access to Walk-In Users to the Licensed Content at a location other than the Licensee's premises (but, for the avoidance of doubt, may provide access on such premises by wireless means).

4.3 The restrictions in this Clause 4 are subject to Clause 3.3.

(...)

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