

# THE WORLD BANK NATIONAL DIGITAL BACK FILE ARCHIVE

## Terms and Conditions of Use

The International Bank for Reconstruction and Development/The World Bank with headquarters at 1818 H Street, NW, Washington, DC 20433, USA (hereinafter called the "Publisher").

and

German National Library of Economics – Leibniz-Information Centre for Economics, having its principal place of business at Duesternbrooker Weg 120, 24105 Kiel, Germany (hereinafter called the "Licensee")

signed an agreement that allows Institutions and authorized users to access all electronic documents in the World Bank eLibrary published through December 31, 2008.

The following conditions of use apply to institutions and authorized users:

### 1. Definitions

**a. Academic Works:** assignments, portfolios, theses, dissertations, and similar pieces of non-commercial, academic writing put together by Authorised Users in printed or electronic form and created for the purpose of education, teaching, distance learning, private study and/or research.

**b. Authorised Users:** individuals who are authorised by the Institution to access the Institution's information services whether on-site or off-site via Secure Authentication and who are affiliated to the 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 user of the Institution. Persons who are not currently a student, member of staff, contractor or registered user of the Institution, but who are permitted to access the Institution's information services from computer terminals or otherwise within the physical premises of the Institution ["Walk-In Users"] are also deemed to be Authorised Users, only for the time they are within the physical premises of the Institution.

Authorised User means as well any individual subject to the requirement of permanent residence in Germany that has completed the registration procedure as long as such registration remains in effect.

**c. Commercial Use:** the use of the Licensed Material for the purpose of monetary reward (whether by or for the 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, neither recovery of direct cost by the Institution from Authorised Users, nor use by the Institution or Authorised Users of the Licensed Material in the course of research funded by a commercial organisation is deemed to constitute Commercial Use.

The use of Metadata by commercial search machines does not constitute commercial use as long as that Metadata is not sold, lent, distributed or otherwise re-licensed via that search machine or the access to that metadata on that search machine is exclusively being charged for.

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

**e. Institutions (hereinafter individually referred to as "Institution"):** higher education institutions financed either by public or private funding; national, regional and state libraries; academic specialist libraries mainly financed by public funding; research institutions mainly financed by public funding; governmental institutions; including any of such above mentioned types of German institutions abroad.

**f. Intellectual Property Rights:** patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know-how 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.

**g. Secure Network:** a network which is only accessible to Authorised Users by Secure Authentication.

## 2. Permitted uses

The Licensee and the Institutions may:

- a. Provide Authorised Users with integrated access and an integrated article author, article title and keyword index to the Licensed Material and all other similar material licensed from other publishers;

Licensee, eligible Institutions and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provision of the United States or German law. Nothing in this Agreement shall be interpreted to limit in any way whatsoever Consortium's or any Authorized User's rights under the Fair Use provisions of the United States or German law to use the Licensed material.

- b. Allow Authorised Users to:

- 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 insubstantial amounts (no more than 10% per publication) 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 copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorised Users;
- Incorporate parts of the Licensed Material in 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, listing title and copyright owner;
- Supply to an Authorised User of another Institution (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing) a single paper copy of an electronic original of an individual document;
- Provide single printed or electronic copies of single articles at the request of other individual Authorised Users;
- 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, or workshop, or other such similar non-commercial activity;
- Make such copies of training material and network such training material as may be required for the purpose of using the Licensed Material in accordance with this Licence Agreement;
- Deposit in perpetuity the learning and teaching objects as referred to in Clause 3.1.a bullet point 4 in Repositories operated by the Institution. The access and use of such learning and teaching objects shall be governed by the terms and conditions of the applicable repository;
- Save and/or deposit in perpetuity the Licensed Material in Repositories operated by the Institution and/or by an Authorised User. The use of such Repositories shall be limited to Authorised Users and funding bodies;
- Save and/or deposit in perpetuity, parts of the Licensed Material included in any Academic Works in which Authorised Users are the authors, on any network including networks open to the public and to communicate to the public such parts via any electronic network, including without limitation

the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created

2. This Licence shall be deemed to complement and extend the rights of the Licensee, the Institutions and Authorised Users under the German Copyright Law and other applicable legislation in Germany and nothing in this Licence Agreement shall constitute a waiver of any statutory rights held by the Institutions and Authorised Users from time to time under these Legislations or any amending legislation

### **3. Restrictions**

1. Save as provided herein, the Licensee, the Institutions and Authorised Users may not:

- a. Sell or resell the Licensed Material unless the Licensee, an 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 acknowledgment or other means of identification or disclaimers as they appear;
- c. 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 Licence Agreement. For the avoidance of doubt, no alteration of the words or their order is permitted;
- d. Display 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 in this Licence Agreement;
- e. Use all or any part of the Licensed Material for any Commercial Use or for any purpose other than Educational Purposes.

2. This Clause shall survive termination of this Licence Agreement for any reason.

### **4. Acknowledgement and protection of Intellectual Property Rights**

1. The Licensee acknowledges that all Intellectual Property Rights in the Licensed Material are the property of the Publisher or duly licensed to the Publisher and that this Licence Agreement does not assign or transfer to the Licensee 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 Licence Agreement.