Terms and Conditions of Access

Terms and Conditions for Eligible Institutions and Authorised Users, Stand: 01.03.2007

Taylor and Francis Group Online Archives

THIS LICENCE IS AGREED on the _____ day of _____ 2007.

BETWEEN

1. Taylor and Francis Group of 4 Park Square, Milton Park, Abingdon, OX14 4RN, England ("The Publisher") and

2. Technische Informationsbibliothek - German National Library of Science and Technology ("the Licensee").

1. KEY DEFINITIONS

1.1 In this License, the following terms shall have the following meanings: -

Agent A third party appointed from time to time by the Licensee to act on the Licensee's behalf, who may undertake any or all of the obligations of the Licensee under this License, as agreed between the Licensee and the Agent.

Authorised Users Current members of the faculty and other staff of the Licensee or Eligible Institutions, (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee or Eligible Institutions, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorised Users work or study (including but not limited to Authorised Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Licensee or Eligible Institutions with a password or other authentication together with other persons who are permitted to use the Licensee or Eligible Institutions' library or information service and access the Secure Network but only from computer terminals within the Library Premises. See Appendix C.

Commercial Use Use for the purposes of monetary reward (whether by or for the Licensee or Eligible Institutions or an Authorised User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct costs by the Licensee or Eligible Institutions from Authorised Users, nor use by the Licensee or Eligible Institutions or by an Authorised User of the Licensed Materials in the course of research funded by a commercial organisation, is deemed to be Commercial Use.

Course Packs A collection or compilation of materials (e.g. book chapters, journal articles) assembled by members of staff of the Licensee or Eligible Institutions for use by students in a class for the purposes of instruction.

Electronic Reserve Electronic copies of materials (e.g. book chapters, journal articles) assembled by members of staff of the Licensee or Eligible Institutions for use by students in a class for the purposes of instruction.

Eligible Institutions See Appendix C.

Fee The Fees, as outlined in Appendix A, which may be agreed by the parties from time to time.

Library Premises The physical premises of the library or libraries operated by the Licensee or Eligible Institutions at a single campus.

Publisher's Representative A third party appointed from time to time by the Publisher to act on the Publisher's behalf, who may execute this License on behalf of the Publisher and undertake any or all of the
Publisher's obligations under this License, as agreed between the Publisher and the Publisher's Representative.

**Licensed Materials** The electronic material provided by the Publisher or Publisher's Representative.

**Secure Network** A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorised Users.

**Server** The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed materials are mounted and may be accessed.

**Subscription Period** That period nominally covered by the volumes and issues of the Licensed Material regardless of the actual date of publication.

2. […]

3. USAGE RIGHTS

3.1 The Licensee or Eligible Institutions, subject to clause 6 below, may:

3.1.1 make such back-up copies of the Licensed Materials as are reasonably necessary:

3.1.2 make such temporary local electronic copies of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorised Users and not to make available to Authorised Users duplicate copies of the Licensed Material;

3.1.3 allow Authorised Users to have access to the Licensed Materials from the Server via the Secure Network;

3.1.4 display, download or print the Licensed Materials for the purpose of internal marketing or testing of for training Authorised users or groups of Authorised Users.

3.1.5 Authorised Users may, in accordance with the copyright laws and subject to clause 6 below:

3.2.1. search, view, retrieve and display the Licensed Materials;

3.2.2. electronically save individual articles or items of the Licensed Materials for personal use;

3.2.3. print off a copy of parts of the Licensed Materials.

3.3. Nothing in this License shall in any way exclude, modify or affect any of the Licensee or Eligible Institutions' rights under the Copyright legislation.

4. SUPPLY OF COPIES TO OTHER LIBRARIES

4.1 Licensee or Eligible Institutions or Authorised Users may provide to a user at another library a copy of any part of the Licensed Materials for research or private study.

5. COURSE PACKS AND ELECTRONIC RESERVE

Licensee or Eligible Institutions may incorporate any part of the Licensed Materials in Course Packs and Electronic Reserve collections.

6. PROHIBITED USES

6.1 Neither the Licensee or Eligible Institutions nor Authorised users may:

6.1.1 remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Licensed Materials:

6.1.2 systematically make print or electronic copies of multiple extracts of the Licensed Materials, including complete issues, for any purpose (other than back-up copies permitted under clause 3.1.2):
6.1.3. mount or distribute any part of the Licensed Material on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network

6.2 The Publisher’s explicit written permission must be obtained in order to:

6.2.1. use all or any part of the Licensed materials for any Commercial Use;

6.2.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than Authorised Users;

6.2.3 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 Licence;

6.2.4 alter, abridge, adapt or modify the Licensed Materials to Authorised users. For the avoidance of doubt, no alteration of the words or their order is permitted.

7. PUBLISHER'S UNDERTAKINGS

7.1 The publisher warrants to the Licensee and Eligible Institutions that the Licensed Materials used as contemplated by this License do not infringe the copyright or any other proprietary or intellectual property rights of any person. The Publisher shall indemnify and hold the Licensee and Eligible Institutions harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee and Eligible Institutions claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this License for any reason. This indemnity shall not apply if the Licensee or Eligible Institutions has amended the Licensed Materials in any way not permitted by this License.

7.2 The Publisher Shall:

7.2.1. make the Licensed Materials available to the Licensee and Eligible Institutions from the Server. The Publisher will notify the Licensee at least sixty (60) days in advanced of any anticipated specification change applicable to the Licensed Materials. If the changes render the Licensed Materials less useful in a material respect to the Licensee, the Licensee may within thirty (30) days of such notice treat such changes as a breach of this License under clause 10.1.1;

7.2.2 use reasonable endeavours to make the Licensed Materials available to the Licensee and Eligible Institutions and the Authorised Users at all times and on a twenty-four (24) hour basis, save for routine maintenance (which shall be notified to the Licensee in advance wherever possible), and to restore access to the Licensed Materials as soon as possible in the event of an interruption or suspension of the service.

7.3

7.3.1 If Publisher discovers any item or part of an item of the Licensed Materials which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable, it shall use reasonable efforts to make the item or part of an item acceptable to remain in Licensed Materials. If this is not possible, Publisher reserves the right at any time to withdraw from Licensed Materials on its server any such item or part of an item. In the case of any such change or withdrawal Publisher shall give written notice to Licensee of such withdrawal.

7.3.2 In case of such a change or withdrawal, if Licensed Materials are to be transferred or are already transferred to Licensee, Publisher shall send a written request to Licensee to change or restrict access to such item as specified in Clause 7.3.1 in the Licensee’s implementation of Licensed Materials. Change or Withdrawal of any item from Licensed Materials to be transferred or already transferred to Licensee, for reason of the Publisher no longer retaining the copyright, is explicitly not permitted. Publisher shall specify the reason for each requested change or restriction of access. Within that request, Publisher shall give notice by reference to this clause of the agreement and Licensee shall implement such request only to restrict access as soon as reasonably practical. Publisher shall inform Licensee as soon as the reasonable grounds set out in Clause 7.3.1 do not persist. In that case, Licensee may lift restriction of access and restore the material.
7.4 The Publisher undertakes to use reasonable endeavours to provide or to make arrangements for a third party to provide an archive of the Licensed Materials for the purposes of long term preservation of the Licensed Materials, and to permit Authorised Users to access such archive after termination of this License.

7.5 Except as expressly provided in this License, the Publisher makes no Representations or warranties of any kind, express or implied, including but not limited to, warranties of design, accuracy of the information contained in the Licensed Materials, merchantability or fitness of use for a particular purpose. The Licensed Materials are supplied 'as is'.

7.6 Except as provided in clause 7.1, under no circumstances shall the Publisher (or the Publisher's Representative) be liable to the Licensee or any other person, including but not limited to Authorised Users, for any special, exemplary, incidental or consequential damages of any character arising out of the inability to use, or the use of, the Licensed Materials. Irrespective of the cause or form of action, the Publisher's aggregate liability for any claims, losses, or damages arising out of any breach of this License shall in no circumstances exceed the Fee paid by Licensee to the Publisher under this License. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success of effectiveness of other remedies. Regardless of the cause or form of action, the Licensee may bring no action arising from this License more than six (6) months after the cause of action arises.

7.7 The Publisher shall provide a website for Licensee and Eligible Institutions to run usage reports.

8. LICENSEE AND ELIGIBLE INSTITUTIONS’ UNDERTAKINGS

8.1 The Licensee and Eligible Institutions shall - in relation to their respective Authorised Users:
appropriately notify Authorised Users of the importance of respecting the intellectual property rights in the Licensed Materials;

8.1.2 use reasonable endeavours to notify Authorised Users of the terms and conditions of this License and take steps to protect the Licensed Materials from unauthorised use or other breach of this License;

8.1.3 use reasonable endeavours to monitor compliance and immediately upon becoming aware of any unauthorised use or other breach, inform the Publisher and take all reasonable and appropriate steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

8.1.4 issue passwords or other access information only to Authorised Users and use all reasonable endeavours to ensure that Authorised Users do not divulge their passwords or other access information to any third party;

8.1.5 provide the Publisher, within thirty (30) days of the date of this Agreement, with the information sufficient to enable the Publisher to provide access to the Licensed Material in accordance with its obligation under clause 7.2.2. Should the Licensee and Eligible Institutions make any significant change to such information, it will notify the Publisher not less than ten (10) days before the change takes effect;

8.1.6 keep full and up-to-date records of all Authorised users and their access details and provide the publisher with details of such additions, deletions or other alterations to such records as are necessary to enable the Publisher to provide Authorised Users with access to the Licensed materials as contemplated by this License;

8.1.7 use reasonable endeavours to ensure that only Authorised Users are permitted access to the Licensed Materials.

[...]

Appendix C

Eligible Institutions and Authorised Users

Eligible Institutions:
- 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 the above mentioned types of German institutions abroad.

**Authorised Users I:**

- Higher Education Institutions: Students including guest students, Faculty including visiting lecturers, Staff and contractors, Walk-in-Users. Remote access included.

- Academic Libraries, Research Institutions and Governmental Institutions: Staff and contractors and Walk-in Users. Remote access for registered users.

**Authorised Users II:**

- Non-institutional access of individuals shall NOT be permitted via individual username and passwords subject to a requirement of permanent residence in Germany.