

PsyJournals Archiv

LICENCE AGREEMENT

This Licence Agreement is made 1st of January 2015 between:

Hogrefe GmbH & Co.KG having its registered office at Merkelstrasse 3, 37085 Göttingen, Germany (hereinafter called "Publisher"),

for and on behalf of itself and its subsidiaries

- Hogrefe Publishing GmbH, Merkelstrasse 3, 37085 Göttingen, Germany

- Hogrefe AG, Länggass-Strasse 76, 3000 Bern 9, Switzerland And

Niedersächsische **Staats- und Universitätsbibliothek Göttingen**, having its principal place of business at Platz der Göttinger Sieben 1, 37073 Göttingen, Germany (hereinafter called "Licensee").

WHEREAS PsyJOURNALS is an electronic collection of journals, further specified in Schedule 2.

WHEREAS the parties are desirous to contract on the basis of the terms and conditions of this Licence.

IT IS AGREED AS FOLLOWS

[...]

§ 2 Licence grant

1. The Publisher hereby grants to the Licensee, subject to and in accordance with the terms and during the Term of this Licence Agreement, a non-exclusive licence to access and use the Licensed Material and to allow Institutions and Authorised Users to access and use the Licensed Material hosted on the Publisher's Platform via Secure Network.

2. The Publisher hereby grants to the Licensee, subject to and in accordance with the terms of this Licence Agreement, a non-exclusive perpetual (licence) right to host the Current Content of the Licensed Material on Licensee's Local Hosting Server or on the server of a third party, allow the Institutions to communicate the Licensed Material via a Secure Network to Authorised Users, to allow Authorised Users to access and use the Licensed Material via Secure Authentication.

3. The Publisher hereby grants to the Licensee and the Institutions, subject to and in accordance with the terms of this Licence Agreement, a non-exclusive perpetual licence for the Metadata associated with the Licensed Material for use in local library catalogues, union catalogues, and such other library and information systems including but not limited to search engines of the Institutions and third parties. The support of Search Engine Advertising (SEA) and Search Engine Optimization (SEO) is allowed by the Publisher (e.g. xml-sitemap of websites with displays of metadata for inclusion of Search Engine Indexes; support of crawler like Googlebot) as well as the provision of the Metadata as Linked Open Data.

4. Access shall be granted without restriction to concurrent use.

5. In addition, the licences granted in § 2.1, § 2.2, 2.3 and § 2.4 above are free of charge to the relevant special collection field Library subject to an agreement between Licensee and such Special Collection Field Library incorporating the terms and conditions of this licence. Additional Local Hosting arrangements for individual Institutions shall be subject to a special agreement between the Publisher and the Institution.

§ 3 Permitted uses

1. The Licensee and the Institutions may:

a. Make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material by Authorised Users, provided that such use is subject to all the terms and conditions of this Licence Agreement;

b. Provide Authorised Users with an integrated access and index to the Licensed Material and all other similar material licensed from other publishers. The Licensed Material or Parts thereof may be compiled, indexed and catalogued (including, without limitation, the header data and abstracts) by the Licensee and the Institutions. Anything thereby created or compiled may be integrated into the products and services of the Institutions. Metadata may be integrated into any other library and information system (including but not limited to search engines of commercial corporations provided that the Metadata is not sold, lent, re-licensed, or distributed in any manner that violates the terms and conditions of the licence). The Licensed Material can be integrated without restriction (including, but not limited to) digital course reserve collections, in virtual research environments in which authorised institutions participate as well as in the virtual specialised libraries operated by authorised institutions. The Licensed Material may be used to perform full text indexing. Notwithstanding the above-mentioned rights, the use of Licensed Material shall be limited to Authorised Users. The Publisher encourages the use of Licensed Material for text mining and data activities. Such uses shall be governed by separate agreements with the Licensee or individual Institutions.

c. Provide Approved Institutions -nationwide and permanently like a classic National Licence- with the Current Content of the Licensed Material and under consideration of a time embargo of 12 months after the completion of volumes as specified in paragraph 3.1.5 in Schedule 4. The pricing model applicable here may be found in paragraph 1.6 in Schedule 3.

d. Electronic interlibrary loans as well as the incorporation of the Current Licensed Material into a document delivery service are not permitted. Paper based interlibrary loans, through printouts or photocopies of Current Content of the Licensed Material are permitted in accordance with the interlibrary loan conditions of the EZB. The publisher also permits the use of software, customary in the industry (e.g. »Ariel Interlibrary Loan Software«) in order to make part of the licensed material available through interlibrary loans in the receiving library at a printer or fax machine. The licensed material may not be distributed to e-mail addresses

e. Run test routines, verifying access to all licensed items. Testing conditions will be clearly defined and test runs announced in due course to Publisher. Usage generated by test runs will not be part of the usage statistics delivered.

f. 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 Parts 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 author. 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 printed or electronic form in assignments and portfolios, theses and in dissertations ("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;

Provide single printed or electronic copies of single Parts of the Licensed Material 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;

Display or perform Parts of the Licensed Material as part of a presentation at a seminar, conference, or workshop, or other such similar activity in academic context in accordance with this Licence Agreement;

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 § 3.1.b on servers operated by the Institution. The use of such material shall be limited to Authorised Users.

g. In case of technical breakdowns lasting more than 10 business days (including but not limited to downtimes of the Publisher's Platform) provide Institutions or Authorized Users with electronic copies of single parts of the Licensed Material of the Licensed Material.

[...]

§ 4 Restrictions

1. Save as provided herein, 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 or Source 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.

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

[...]

§ 7 Moving Wall

New articles published during the term of the contract will be made available without additional cost for the Approved Institutions with an embargo of 12 months following the end of the year in which they have been published nationwide and permanently like a classic National Licence. Access to each volume will be granted commencing January 1st to the volume of the year proceeding the last year (e.g. January 1st 2017 to volume 2015).

Each year appr. 1000 articles will be added.

Registration for Approved Institutions to access Moving Wall contents follows a determined procedure and is conducted by the institution negotiating the License agreement. This addition does not include physical delivery and Open Access rights.