Nutzungsbedingungen für Institutionen und autorisierte Nutzer

Auszüge aus dem Lizenzvertrag (Januar 2018) zwischen

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and

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(Preamble) The Structure of the Agreement

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1. In this Licence, the following terms shall have the following meanings:

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e. **Intellectual Property Rights:** Patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in knowhow 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
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f. Licence Fee: The fee as set out in Schedule 3. The fee shall be in line with the offer agreed between the Licensee and the Licensor.

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n. Source (of Licensed Material or Parts thereof): Denomination of the origin of, author of, holder of title in the Licensed Material or Part hereof.

o. Term: Period of time reflecting the duration since coming into force of this Licence Agreement.

2. Headings contained in this Licence Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

3. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

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Seite 2
5. For the avoidance of doubt, the Licences granted in § 2 are available to all Institutions that are joining this Licence Agreement.

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

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a. Issue passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not divulge their passwords or other access information to any third party.

b. Use all reasonable efforts, including without limitation by use of Secure Authentication, to ensure that only Authorised Users are permitted access to the Licensed Material;

3. The Licensee and the Institutions agree to:

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- Any unauthorised access to or use of the Licensed Material or unauthorised use of any of the Institution's password(s);

- Any breach by an Institution or an Authorised User of the terms of this Licence Agreement. Upon becoming aware of any breach of the terms of this Licence Agreement, the Licensee or the Institution further agree to promptly and fully investigate and initiate disciplinary procedures in accordance with the Licensee's or Institution's standard practice and to use all reasonable efforts to ensure that such activity ceases and to prevent any recurrence.

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