§ 3 Permitted uses

1. The Consortium Leader 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 acquired from other sources. The Licensed Material or Parts thereof may be compiled, indexed and/or catalogued (including, without limitation, the header data and abstracts) by the Consortium Leader 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) in 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.

c. The Licensed Material may be used for text and data mining to enhance services, to encourage scholarship, teaching and learning and to conduct research by the Institutions and Authorised Users according to the following principles, as long as the purpose is not to create a product for use by third parties that would substitute the Licensed Material: Raw data may be extracted from the Licensed Material. Text and data mining may be performed on the unchanged Licensed Material or on extracted data (including but not limited to reproducing, storing, adapting, assembling large collections or extracting substantial portions of data and analysing them). The raw data is research data and may be stored, published and distributed in any medium or form under any licence in order to ensure reproducibility and sustainability, as long as the Licensed Material cannot be reconstructed in its original, human readable form. The Licensor will cooperate with Institutions and Authorised Users as reasonably necessary in making the Licensed Material available in a manner and form most useful to the Licensee and Authorised Users. Attribution must be made to the Licensor in an appropriate manner and form.

d. Supply to a user of another library (whether by post, fax or secure electronic transmission) a single copy of an electronic original of an individual document including any supplementary content published in connection to the document.

e. Run test routines verifying access to all licensed items in the case of permanent or frequent access problems not identified by the Licensor. Testing conditions will be clearly defined. Licensor will make reasonable efforts to ensure that 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.

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;

- Provide single printed or electronic copies of single Parts of the Licensed Material to third-party colleagues for their scholarly, educational, scientific or research use;

- 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, workshop, or other such similar activity;

- Deposit in perpetuity the learning and teaching objects as referred to in § 3.1.b on servers operated by the Institution or Consortium Leader. The use of such material shall be limited to Authorised Users.

g. Course packs in non-electronic, non-print perceptible form, such as Braille, may also be offered to Authorised Users;

h. In case of technical breakdowns (including but not limited to downtimes of the Licensor’s Platform or to incorrect administered IP ranges) provide Institutions or Authorised Users with electronic copies of single Parts of the Licensed Material.

2. Authors from Institutions are granted permission free of charge to store their articles which are part of the Licensed Material in the form published by the Licensor (e.g. PDF) 12 months after the publication date in a non-commercial repository that is either an institutional or discipline-specific repository of their choice and to make them available in Open Access. The same permission is granted to Institutions to which the respective authors are affiliated. For the avoidance of doubt, ResearchGate and academia.edu are commercial repositories. At the point that technical requirements have been established, the Licensor agrees to make reasonable efforts to provide free advice and technical support to authorised Institutions regarding the identification and delivery of relevant article data and full texts, including digital objects for integration into the relevant repository at no additional costs.

For the avoidance of doubt, it is the intent of the Consortium Leader and the Licensor that Authors are third party beneficiaries of this provision. Nothing in § 3.2. shall eliminate or limit any other rights that any Author or Institution may have to deposit, host or make available the work published by Licensor. This provision shall survive termination of this Agreement for any reason.

§ 4 Restrictions

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a. Sell or resell the Licensed Material unless the Consortium Leader, an Institution or an Authorised User has been granted prior written consent by the Licensor 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 under this Licence Agreement;

e. Use all or any Part of the Licensed Material for any Commercial Use.

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

[…]

§ 6 Responsibilities of the Consortium Leader and the Institutions

[…]

2. The Institutions agree to:

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 Consortium Leader and the Institutions agree to:

Use all reasonable efforts to monitor compliance with the terms of this Licence Agreement and notify the Licensor and provide particulars - to the extent that this is not prohibited by existing data protection rules – on becoming aware of any of the following:

- 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 Consortium Leader or the Institution further agree to promptly and fully investigate and initiate disciplinary procedures in accordance with the Consortium Leader's or Institution's standard practice and to use all reasonable efforts to ensure that such activity ceases and to prevent any recurrence.

[…]

§ 8 Term and termination

[…]

3. Any party may terminate this Agreement at any time, if a material breach or repeated other breaches of any obligations by the other party under this Agreement were not remedied within a period of thirty (30) days after the receipt of a written notice identifying the nature of the breach.

4. Upon material breach or repeated other breaches of an Institution or its Authorised Users, the Licensor shall cease to authorise online access to the Licensed Material only by the Institution responsible for the breach and the Authorised Users affiliated to it.

5. After termination of this Agreement the Licensor shall provide the Consortium Leader and the Institutions with access to and use of the Licensed Material. For the avoidance of doubt access and use of archival copies shall be subject to the terms and conditions as set out in § 3 and § 4 of this Agreement. In case of termination of this Agreement by the Licensor due to a material breach access to and use of the Licensed Material shall only be on Institutions Local Hosting server according to § 2.2.

[…]

§ 9 Acknowledgement and protection of Intellectual Property Rights
1. Consortium Leader acknowledges that all Intellectual Property Rights in the Licensed Material are the property of the Licensor or duly licensed to the Licensor and that this Licence Agreement does not assign or transfer to the Consortium Leader or the Institutions 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.

2. For the avoidance of doubt, the Licensor hereby acknowledges that any database rights created by the Consortium Leader or the Institutions as a result of Local Hosting, text mining or data mining of the Licensed Material shall be the property of the Consortium Leader, or the Institution.

[...]  

§ 13 Governing law and dispute resolution

1. This Licence Agreement shall be interpreted and construed according to and governed by the laws of the Federal Republic of Germany. This Licence Agreement shall be deemed to specify the rights of Licensor, Consortium Leader, the Institutions and Authorised Users under the German Copyright Law and other applicable legislation in Germany. Exclusive place of jurisdiction for all disputes arising out of or in connection with this Licence Agreement shall be the principal place of business of Licensee in Germany.

[...]  

3. Moving Wall

The Moving Wall is an integral part of an Alliance Licence whereby Licensor makes the data of the frontfile from 2019-2021 available in standardized formats for hosting and long-term archiving at no additional charge. For Metadata this may be XML (e.g. NLM-DTD for article records). For Full Text this may be PDF and/or HTML. The data will be transferred once per year by FTP or on a mutual agreed medium per the timeline outlined in the ‘Moving Wall’ table below.

Moving Wall 2019 content 2020 content 2021 content

Moving Wall 2019 content 2020 content 2021 content

Grant Access January 2022 January 2023 January 2024

Authorised Institutions are free to join the Moving Wall by following a registration process. Thereby the joining Institution acknowledges and agrees to the terms and conditions of this framework agreement, especially the permitted uses and restrictions. The Licensed Material contained in the Moving Wall can then be viewed within their own IP range and is available for their local indexes and archives. Included in the licence fee is free access to these archives on the vendor's servers for all authorised institutions, generally with no time limit.

[...]