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## Alliance-Licence Agreement dated 24.07.2019 Biochemical Society Journals / Portland Press

[Auszug aus dem Vertrag]

[...]

### § 3 Permitted uses

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#### **§ 4 Restrictions**

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- 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

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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.

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