

## Nutzungsbedingungen (Vertragsauszug) für

### - Social Movements, Elections and Ephemera Collections -

(Georgia Parliamentary Election 2016)

#### § 3 Permitted uses

The Licensee (and for 3.b and 3.c by support of 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 Contractually Defined Users, provided that such use is subject to all the terms and conditions of this Licence Agreement;
- b. Provide Contractually Defined 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 Licensee and the Institutions. Anything thereby created or compiled may be integrated into the products and services of the Licensee and the Institutions. Metadata may be used in any way suitable for enabling, promoting, facilitating and supporting the use of the licensed product or the individual information objects it contains by the Contractually Defined Users, therefore it may be e.g. 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 Agreement). The Licensed Material can be integrated without restriction (including, but not limited to) in digital course reserve collections, in virtual research environments in which Licensee participate as well as in the virtual specialised libraries operated by Licensee
- c. Use the Licensed Material to set up value-added services, such as text and data mining to enhance services, to encourage scholarship, teaching and learning and to conduct research by the Licensee and the Contractually Defined 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 Publisher will cooperate with Licensee and Institutions as reasonably necessary in making the Licensed Material available in a manner and form most useful to the Licensee and Contractually Defined Users. Attribution must be made to the Publisher 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. Testing conditions will be clearly defined. Usage generated by test runs will not be part of the usage statistics delivered. The Licensee may commission third parties to perform such measures
- f. Allow Contractually Defined Users to
  - Make such local temporary copies of the Licensed Material as are necessary to ensure efficient use of the Licensed Material, provided that such use is subject to all the terms and conditions of this Licence Agreement;

- 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 has to 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 has to 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 Contractually Defined 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 Contractually Defined 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 Licensee or by a third party. The use of such material is limited to Contractually Defined Users
- Use the Licensed Material to set up value-added services, such as text and data mining to enhance services, to encourage scholarship, teaching and learning and to conduct research by Licensee and Contractually Defined 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 license in order to ensure reproducibility and sustainability, as long as the Licensed Material cannot be reconstructed in its original, human readable form
- g. Course packs in non-electronic, non-print perceptible form, such as Braille, may also be offered to Contractually Defined Users;
- h. In case of technical breakdowns (including but not limited to downtimes of the Publisher's Platform or to incorrect administered IP ranges) provide Licensee or Contractually Defined Users with electronic copies of single Parts of the Licensed Material
- i. Commission a third party with support for any permission stated in this Licence Agreement

#### **§ 4 Restrictions**

1. Save as provided herein, Licensee and the Contractually Defined Users may not:
  - a. Sell or resell the Licensed Material unless the Licensee or the Contractually Defined 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

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