

## Oxford University Press

## Nutzungsbedingungen (Vertragsauszug) für:

– University Press Scholarship Online / E-Book-Collection History –

[...]

## 2 GRANT OF LICENCE, USAGE RIGHTS AND LIMITATIONS ON USE

2.1 In this Agreement, "Licensed Work Term" shall mean:

2.1.1 for each Subscription Licensed Work, the Subscription Period for that Licensed Work; and

2.1.2 for each Perpetual Access Licensed Work, a perpetual term from the Perpetual Access Start Date for that Licensed Work .

2.2 For each Licensed Work, respectively, Licensor grants the Licensee the non-exclusive and non-transferable right for the Licensed Work Term and subject to any Concurrency Restriction(s) and the terms of the Legal Notice for that Licensed Work (including any Usage Rights specified in the Legal Notice) to allow Authorized Users at the Sites for the purposes of research, teaching, and private study to:

2.2.1 access the Server by means of a Secure Network in order to search the Licensed Work and to view, retrieve, and display portions thereof;

2.2.2 save and print out single copies of portions of the Licensed Work;

2.2.3 if the Licensee is acting non-commercially , incorporate links to the Licensed Work in electronic course packs and course management systems for use in connection with courses offered by the Licensee for academic credit provided that no person other than an Authorized User may use such links;

2.2.4 If the Licensee is an academic institution (including non-commercial libraries) carry out Non-Commercial Text And Data Mining in relation to the

Licensed Work or portions thereof, including making and storing copies provided that:

2.2.4.1 . such copies are made and stored only to the extent necessary for the purposes of such computational analysis;

2.2.4.2. such copies are not transferred to any other person or used for any other purpose without the Licensor's consent;

2.2.4.3. . such copies are destroyed once they are no longer necessary for the relevant computational analysis;

2.2.4.4. the Authorised Users acknowledge the use of the Licensed Work if any results of the computational analysis are published ; and

2.2.4.5. the Authorised Users comply with all Licensor usage policies communicated to them or made available to them, including without limitation any security measures and conditions of access;

and, except as permitted by law, in all cases other than an academic institution (including non-commercial libraries) carrying out Non-Commercial Text And Data Mining, the Licensee shall not carry out any Text And Data Mining without the Licensor 's prior consent in writing;

2.2.5 transmit links to the Licensed Work to other Authorised Users; and

2.2.6 provide print or electronic copies of all or any part of the Licensed Work to national or international regulatory authorities for the purposes of, or in anticipation of, regulatory approval and/or trademark applications or other regulatory purposes in respect of the Licensee's products or services.

2.2.7 For the avoidance of doubt, access to the Licensor's server for the duration of the Subscription period respectively for the duration of the Licensed Work Term is included in the Licence fee.

2.3 For the avoidance of doubt the Licensee and Authorised Users may not:

2.3.1 1 remove or alter Licensor's copyright notices or other means of identification or disclaimers as they

appear in the Licensed Works ;

2.3.2 systematically make multiple printed or electronic copies of portions of the Licensed Works for any purpose except as permitted by law or as authorised by Licensor;

2.3.3 display or distribute any part of the Licensed Works on any electronic network, including without limitation, the Internet and the World Wide Web, other than the Secure Network ;

2.3.4 permit anyone other than Authorised Users to access or use the Licensed Works; and

2.3.5 use all or any part of the Licensed Works for any Commercial Use.

2.4 The Licensor reserves the right to withdraw the Licensee 's access to any or all Licensed Works which Licensor is hosting or any portion thereof in the event that it reasonably believes that one, some or all of any portion of the Licensed Works is being used otherwise than in accordance with this Agreement (e.g. without limitation, in breach of Clause 2 .3.2). In such event, the Licensor will restore access only when the matter has been satisfactorily resolved .

2.5 Where the Licensee is an academic library, or library which is part of a non-commercial organisation, then notwithstanding any restriction in Clause 2.3, the Licensor hereby grants the Licensee the non-exclusive right during the Licensed Work Term for each Licensed Work, respectively, to supply (whether by post, fax or secure electronic transmission, using Ariel or its equivalent , whereby the electronic file is deleted after printing) another academic library or library which is part of a non-commercial organisation, for the purposes supplying an Authorised User of the recipient library with a single copy of an electronic original of an individual document from a Licensed Work for the purpose of research or private study and not for Commercial Use. The Licensor may request reports in respect of the Licensee's use of the Licensed Works in such inter-library loans, provided the confidentiality of user data shall be maintained .

2.6 In the case of any conflict or ambiguity between :

2.6.1 the Usage Rights specified in this Clause 2 and the Usage Rights specified in the Legal Notice for any Licensed Work, this Clause 2 shall take precedence in respect of that Licensed Work;

2.6.2 the Usage Rights and the Content-Specific Licence Terms for any

portion of any Licensed Work, the Content-Specific Licence Terms shall take precedence in relation to that portion of the Licensed Work .

2.7 The Licensee may commission a third party solely for the operation of the technical equipment for secure authentication to allow Authorised Users who are approved for access by the FID Geschichtswissenschaft to access the Licensed Works.

[...]