Wiley InterScience Backfile Collection 1832-2000

GERMAN NATIONAL ACADEMIC ENHANCED ACCESS LICENCE FOR WILEY INTERSCIENCE

This License sets forth the terms and conditions under which Wiley Subscription Services, Inc. ("Wiley"), a Delaware corporation will provide the Johann Wolfgang Goethe-Universität, Universitätsbibliothek Johann Christian Senckenberg (the "Licensee"), with access to the electronic edition of the Products and Services subscribed to by the Licensee via Wiley InterScience, an online service.

A. DEFINITIONS

The following terms shall be deemed to have the meaning as set forth below:

1. **Wiley InterScience** - The online Service available from Wiley or its affiliates on the Worldwide Web including all products, services and features offered through the Service.

2. **Licensee** - The customer named above, as further defined in Appendix A, which has authorized the signing of this License, provides access, via its secure network, to Wiley InterScience for its Authorized Users as defined below, and is responsible for payments and implementation of the License. The Licensee may not extend access to Wiley InterScience, through the Licensee's network, to partners, joint ventures and affiliates not specified in Appendix A, except with the prior written consent of Wiley and appropriate amendments to this Agreement.

3. **Authorized Users** - Those persons who are authorized by the Licensee to have access to Wiley InterScience. Authorized Users must be bona fide faculty members, students, researchers, staff members, librarians, executives or employees of the Licensee, or contractors engaged by the Licensee, provided such contractors have been informed of, and agree to abide by, the Terms and Conditions of Use set forth herein and they access Wiley InterScience via the Licensee's secure network. Walk-in Users from the general public or business invitees may also be permitted by the Licensee to access Wiley InterScience from designated terminals with a Licensee-controlled IP address. These designated terminals shall be physically located in libraries or similar physical premises directly controlled by the Licensee.

B. ACCESS PRIVILEGES

1. Wiley grants to the Licensee and its Authorized Users, during the Term as defined below, a non-exclusive, non-transferable right and license to access, via Wiley InterScience, the full text and other material such as datasets published online in Wiley InterScience for the Licensed Electronic Products as listed in the appendices attached hereto as may be amended from time to time, but only on the terms and conditions described herein.

2. In addition, Authorized Users will have unlimited access to all available Tables of Contents, article abstracts, chapter summaries and websites for all Electronic Products on Wiley InterScience.

3. The number of the Licensee's Authorized Users who may log onto Wiley InterScience is unlimited.

4. The Licensee acknowledges that the Electronic Products and Wiley InterScience are protected by copyright. All rights not specifically granted to the Licensee are expressly reserved.

C. TERMS AND CONDITIONS OF USE

1. The rights and restrictions governing access to Wiley InterScience and the Electronic Products by the Licensee and its Authorized Users are outlined in the Terms and Conditions of Use below.

a. Authorized Users may download, view, copy and save to hard disk or diskette and store or print out single copies of individual articles, chapters or entries in the Licensed Electronic Products for the Authorized User's own personal use, scholarly, educational or scientific research or internal business use. Authorized Users may also transmit such material to a third-party colleague in hard copy or electronically, for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from individual articles, chapters or other entries from the Licensed Electronic Products in the Authorized User's own scientific, scholarly and educational works such as books and articles.

b. All Authorized Users have the option to create a My Profile Page, which will allow them to create data files and links to articles, chapters and entries of interest in the Licensed Electronic Products, and search criteria, which may be reused by them. In order to do so, the Authorized User will have to select and register a user name and password, which the Authorized User must keep confidential and not disclose to or share with anyone else.

c. The Licensee and its Authorized Users may create links to Wiley InterScience from their Online Public Access Catalog (OPAC) records, library catalogs, locally hosted databases or library web pages, provided those links do not result in access to licensed content by anyone other than Authorized Users, or for use in any paid or commercial service.

d. Authorized Users who are members of the Licensee's faculty or staff may download and print out multiple copies of material from Licensed Electronic Products for the purpose of making a multi-source collection of information for classroom use (course-pack) to be distributed to students at the Licensee's institution free of charge or at a cost-based fee. Material from Licensed Electronic Products may also be stored in electronic format in secure electronic data files for access by Authorized Users who are students at the Licensee's institution, as part of their course work.

e. The Licensee's library staff may supply to another library (whether by post, fax or secure electronic transmission, or using Ariel whereby the electronic file is deleted immediately after printing), for the purposes of research or private study, a single paper copy of an electronic original of an individual document. Copies supplied in this way to other libraries are not for further distribution except to authorized users of the library at the library's premises.

2. Except as provided in Paragraph C(1) above, Authorized Users may not copy, distribute, transmit or otherwise reproduce material from Electronic Products; store such material in any form or medium in a retrieval system; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or list serve, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use, or for a fee or free of charge.

3. In order to protect the integrity and attribution of Wiley InterScience and the Electronic Products, the Licensee and its Authorized Users may not remove, obscure or modify any copyright or proprietary notices, author attribution or any disclaimer contained therein or on any screen display. Authorized Users may not integrate material from the Electronic Products with other material or otherwise create derivative works in any medium, since the exclusive right to prepare derivative works based upon the copyrighted work is vested in the copyright owners. However, brief quotations for purposes of comment, criticism or similar scholarly purposes are not an infringement of copyright and are not prohibited herein.

4. Authorized Users may not do anything to restrict or inhibit any other Authorized User's access to or use of Wiley InterScience and the Licensed Electronic Products.

5. If an Authorized User fails to abide by these Terms and Conditions of Use or other terms of this License, Wiley reserves the right in its sole discretion to suspend or terminate such Authorized User's access to Wiley InterScience and the Licensed Electronic Products immediately without notice, in addition to any other available remedies. Notwithstanding the above, except in the case of a material breach which Wiley deems dangerous to the integrity and security of InterScience, Wiley shall give prior written notice to the Licensee of its intention to terminate such Authorized User's access and shall allow the Licensee and/or the Authorized User 30 days after receipt of such notice to cure the breach or agree to abide by the terms and conditions of this License.

E. MUTUAL OBLIGATIONS

2. The Licensee will:

a. take all reasonable measures to inform Authorized Users of the Terms and Conditions of Use governing access to Wiley InterScience and to emphasize to such Authorized Users the need to comply with whatever restrictions on access, use, reproduction and transmission are included therein;

b. make access available to Authorized Users only through the Licensee's secure network and from valid IP addresses; undertake reasonable measures within its control to prevent access to and improper use of the Licensed Electronic Products and Wiley InterScience by unauthorized persons; and take responsibility for terminating any unauthorized access of which it has actual notice or knowledge;

c. provide Wiley with information about the Licensee's IP addresses which can be used by Wiley to authenticate Authorized Users. The Licensee shall also be responsible for submitting information about the IP addresses of each institution qualifying for inclusion within this License, as set out in Appendix A, upon signature by the qualifying institution of the License on Usage Terms of which the principles can be found in Appendix C;

d. promptly notify Wiley of any copyright infringement or unauthorized usage of the Electronic Products, which comes to the Licensee's attention; and cooperate with Wiley in the investigation of such infringement or unauthorized use and in any action, which Wiley takes to enforce its copyright, at Wiley's expense. Notwithstanding the above, the Licensee shall not be responsible for such unauthorized use which is without the express or implied consent of the Licensee, provided that the Licensee has taken reasonable steps to prevent such misuse and, upon learning of it, notifies Wiley promptly of any such breach or infringement.

APPENDIX A - THE LICENSEE

1. Name of the Licensee:

Johann Wolfgang Goethe-Universität, Universitätsbibliothek Johann Christian Senckenberg

2.Listing of all Institutes that will fall under this License:

National and central technical libraries (zentrale Fachbibliotheken) Regional libraries Universities and (Fach)hochschulen, financed either by public or private funding Scientific specialist libraries, mainly financed by public funding Governmental or publicly funded Research Institutions, such as: o Fraunhofer Gesellschaft (FHG): 80 research institutes, 12,500 FTEs

- o Helmholtz Consortium: 15 research institutes, 24,000 FTEs
- o Max Planck Gesellschaft (MPG): 75 research institutes, 15,000 FTEs
- o Leibniz Gemeinschaft: 84 research institutes, 12,500 FTEs

Excluded are:

Libraries of commercial and/or commercially funded organisations Libraries of corporations Hospitals other than as part of academic universities All libraries outside Germany

3. Listing of all IP address(es) for the Licensee's secure network:

All IP addresses will be supplied after each Institute will have signed a License on Usage Terms. All IP addresses and exact contact details per Institute will be entered in a centralised System in Germany and passed on to Wiley. Access will only be activated to Institutes that are covered under this License and that have complied with this process.

APPENDIX C - TERMS OF USE

The use of databases and digital text, accessible on the basis of national licences, shall be subject to the valid licensing terms and conditions. In order to be granted access, libraries/institutions wishing to take part must:

- -recognise the licensing terms and conditions -make users aware of these as appropriate, and
- -exercise the necessary degree of care to ensure compliance

Proven misuse of the service shall, at the very minimum, cause the relevant institution, upon whose network the misuse took place, to be barred. As any misuse shall constitute a breach of contract, it would, in the very worst case scenario, prevent participants in Germany from accessing the products.

As a variety of providers are involved, the wording of the terms and conditions of use are not entirely identical. For this reason, the following is a summary of the key statements:

Authorised Users:

 Faculty members, students, researchers, staff members, and visiting lecturers and students of Universities and Fachhochschulen, librarians and executives of national and central technical libraries, regional libraries, scientific specialist libraries, and governmental or publicly funded Research Institutions in Germany. Any of the persons referred to under no. 1 above, may access the service from their home workstation, as long as they dial into the network of the institution or library directly, or indirectly via VPN or a comparable system.
Library users, who use the products on computers housed within the library premises.

Permissible Use:

 In addition to research and viewing items on-screen, users are also permitted to download and print search results from bibliographical databases and small sections of digital works (full texts), e.g. newspaper articles, for private use as well as for academic or research purposes or for use in teaching or seminars.
The systematic downloading of data and the use of excerpts from databases for commercial purposes or for systematic distribution are prohibited.