

Restrictions on the Use of ISSN Records Downloaded from SUNCAT

The following sections are extracts from EDINA's licence agreement with the ISSN International Centre which relate to the use of ISSN records downloaded from SUNCAT. These restrictions apply to any organisations downloading ISSN records from SUNCAT.

ARTICLE 6 - SECONDARY USERS' RIGHTS OF USE

Notwithstanding the strictly personal character of the rights of use granted under the terms of this Agreement, the Licensee is authorised to grant rights of use to Secondary Users as defined restrictively on the Order Form. Their rights of use are strictly limited to the rights mentioned in articles 6.1 and 6.2.

6.1 Querying and viewing of ISSN Data by Secondary Users: Secondary Users can view the ISSN Data for their own internal needs.

6.2 Extraction and reuse by Secondary Users: The extraction and reuse of ISSN Data are strictly subject to the following cumulative conditions:

- Limited or unlimited numbers of copies can be made of the ISSN Data depending on the Licensee's rights.
- The Secondary User must necessarily modify the ISSN Data such that the added informational value contributed by the Secondary User to the ISSN Data equals at least the addition of a collection instance plus a classification marker or the URL address of the publisher or the resource access provider.
- The modified ISSN Data can only be reused in a catalogue or database provided the purpose of use as agreed to between ISSN and the Licensee is respected.
- The modified ISSN Data must be marked showing ISSN as the source.
- The modified ISSN Data can be accessible in a non-professional format that can't be reused by unauthorised third parties.

Regarding the terms and conditions of extracting ISSN Data, the Secondary User must necessarily extract them itself, without using a robot or an automatic processing programme. This restriction does not apply in the case of using the OAI-PMH access, which the Licensee would have subscribed to.

Any use of the ISSN Data other than the uses expressly authorised according to the terms of the Agreement is prohibited including, in particular, the uses set out hereafter.

The Secondary User shall not copy, distribute to unauthorised third parties or make available to the public the ISSN Data in a reusable and/or professional format, especially on the Internet.

It must implement any necessary means to prevent all unauthorised third

parties from accessing the ISSN Data and to make, insofar as possible, such access technically impossible.

It shall not use the ISSN Data for commercial purposes. This includes in particular the prohibition to sell, copy or distribute for remuneration, in any form whatsoever, the ISSN Data, in favour of any third parties.

So Secondary Users can have a full understanding of their rights of use and adhere to them, the Licensee will make them aware of the terms and conditions of this Agreement in order for them to respect the same provisions as those defined in articles 6.1 and 6.2 above.

The Licensee is not liable to ISSN for the improper use of the ISSN Data by Secondary Users and their potential violations.

ANNEX

Article 1

SUNCAT Secondary users are authorized to use the ISSN data downloaded from the SUNCAT database and originally downloaded from the ISSN Register into other catalogues, subject to the following cumulative conditions:

- The concerned ISSN data represent a limited percentage (less than 25%) of the total serial records of each SUNCAT Secondary user.
- The concerned ISSN data are modified such that the added informational value contributed by the Secondary user to the ISSN data equals at least the addition of a collection instance plus a classification marker or the URL of the publisher or the resource access provider.
- The modified ISSN data is marked showing ISSN as the source.

Article 2

SUNCAT Secondary users are not authorized to download and upload directly ISSN Data into any other catalogue than SUNCAT.

Article 3

It is the full responsibility of EDiNA to inform the SUNCAT Secondary users of their rights and duties, as defined in the License agreement and in this Addendum.