

# Wiley Text and Data Mining License v1.0

Status	Not yet reviewed
Description	Wiley's text and data mining license. Version 1.0. Permits text mining of subscribed content for non-commercial purposes.
Created by	
Full text	<div><div><b>Wiley Text and Data Mining Agreement v1.0</b></div><div><p>Wiley Subscription Services, Inc. ("Wiley") grants subscribers and other lawful users ("Users") the right to text and data mine online content for non-commercial purposes. In accepting this Agreement, Users consent to the terms and conditions set out below.</p></div><div><div><b>1.*Definitions*</b></div><div><p>'Text and Data Mining' ('TDM') as used in this Agreement refers to the computational analysis of Wiley content subscribed to by Users or made available to Users on Wiley Online Library ('Wiley Content'), and TDM shall include but not be limited to the identification of entities, structures and relationships within the Wiley Content.</p><p>'Text and Data Mining Output' ('TDM Output') means the result of any TDM activity carried out by Users.</p></div><div><div><b>2.*Text and Data Mining*</b></div><div><p>During the term of this Agreement, Wiley grants User the non-exclusive, non-transferrable right to text and data mine Wiley Content for the purposes of non-commercial, scholarly research related to specific projects. TDM and TDM Output will not be used for direct or indirect commercial purposes without prior consent in writing from Wiley.</p><p>User acknowledges that Wiley Content is protected by copyright and that all right, title and interest in and to Wiley Content remains with Wiley and its licensors and that unauthorized use and/or redistribution of Wiley Content or the TDM Output would materially harm Wiley and its licensors.</p><p>In the event that certain Wiley Content is made available under a more permissive license, such as a Creative Commons CC BY license, then the terms of the article level license will apply and Users may use that content in accordance with the</p></div></div></div></div>

article level permissions. In addition, this Agreement is not intended to restrict any statutory TDM rights held by Users under applicable legislation.

### **3.\*Security, Grant of Access Rights, Formats and Delivery Mechanisms\***

User must access Wiley Content for TDM using an approved API service such as CrossRef's TDM service or a Wiley API and must abide by any rate-limiting conveyed in machine readable form from time to time, and may not bypass the API or disrupt the working of Wiley Online Library. Except in accordance with Wiley's API requirements (such as load rates and download rates conveyed in machine-readable form from time to time) and the terms and conditions determined by any approved API service, User may not use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, or index Wiley Content.

User shall implement and maintain adequate and effective state of the art data security systems and measures to safeguard Wiley Content downloaded for TDM, in line with international industry standards and best practice.

In the event that the TDM results in the processing of personal data, User shall be responsible for complying with relevant data protection and privacy laws.

### **4. TDM Output**

User may load and technically format Wiley Content on User's servers in order to enable access to and use of such Wiley Content for TDM purposes by User for specific research projects by using automated programs or devices to continuously and automatically:

- extract and index information such as semantic entities from Wiley Content
- mount, load and integrate the results for access and use by User for secure TDM
- communicate TDM Output to third parties as part of original non-commercial research carried out by User, including in articles that describe, analyse and interpret research. Publication or analyses resulting from TDM of Wiley Content may include quotations from the original text of up to 200 characters, or 20 words, or one complete sentence. Any such extracts, as well as bibliographic metadata, should cite the original Wiley Content in the form of a DOI link. Permission to reproduce images shall be required in accordance with clause 5

### **5. Restrictions**

Except as expressly stated in this Agreement or otherwise permitted in writing by Wiley, the User may not:

- perform systematic or substantive extracting for the purposes of creating a product or service for use by third parties, or that has the potential to substitute and/or replicate any other existing Wiley product, service and/or solution
- create any form of central repository containing Wiley Content except as described above for the purpose of specific TDM projects

- make the results of any TDM Output available on an externally facing server or website, except as permitted by clause 4
- allow a third party to harvest any TDM Output to an internal server; extract, develop or use Wiley Content in any direct or indirect commercial activity; a bridge, modify, translate or create any derivative work based on Wiley Content, except to the extent necessary to make it perceptible on a computer screen to the User for research purposes; remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in Wiley Content
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of Wiley Online Library; except as permitted by clause 3
- reproduce any illustrations, including photographs, figures and line drawings, in the TDM Output without the consent of the rights holder (unless permitted under the article level license)

## **6. Fee**

User shall not be charged an additional fee for TDM, provided the scope remains purely non-commercial. Users requiring access to non-subscribed Wiley Content should contact their Wiley Account Manager for further information.

## **7. Term and Termination**

The term of this Agreement shall commence on the date on which User accepts the Agreement and shall continue until terminated by either party. The Agreement may be terminated by either party for breach or for insolvency. User will be able to access subscription products for TDM if User or User's institution maintains a subscription to such products. Upon termination of this Agreement for any reason, User will delete all Wiley Content downloaded for purposes of TDM.

## **8. General**

- Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control shall be deemed a breach of this Agreement
- The relationship between the parties does not constitute a partnership, joint venture, or agency relationship, and neither shall have any authority to bind the other in any way
- User shall not transfer, license or assign any of User's rights or obligations under this Agreement without the prior written consent of Wiley
- This Agreement, including any attachments incorporated by reference, contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all other prior and contemporaneous agreements, proposals and arrangements between the parties with respect to the

subject matter of this Agreement. Wiley reserves the right to make changes to the Agreement and its TDM service from time to time and such changes will be clearly posted by Wiley and deemed accepted by User.

· This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action, suit or proceeding arising out of or relating to this Agreement shall be commenced in a court of Competent Jurisdiction in the State of New York, County of New York, and the parties hereby consent to the jurisdiction of such courts and waive any objections to venue therein.

Please note that once you have accepted an agreement you cannot subsequently reject it. If you are unsure select "I will review again later". If you reject an agreement you can change your mind and accept it, and your API token will be updated.

I accept this agreement

I will review again later

I do not accept this agreement

