License for scientific purposes ("Scientific Use File License, SUFL 1.0"),

Version 1

Subject to the terms and conditions of this license, the **Licensor** hereby offers **You** a non exclusive, royalty-free worldwide license to use the **Licensed Material** for scientific purposes. By accepting these terms and conditions, **You** agree to be bound by the terms and conditions of this license. For the avoidance of doubt, this license does not apply where a license is not needed (e.g. where limitations of copyright apply, like the quotation right). Nothing in this license shall be construed as excluding or limiting the public domain or statutory freedoms allowed for by exceptions and limitations, fair use, fair dealing and related doctrines. You may use the **Licensed Material** under the terms of either version 1 of the **Scientific Use File License**, or (at your option) any later version.

1. Definitions

Scientific purposes:

Scientific research or teaching at an academic or research institution. Scientific research is the pursuit of knowledge in a systematic way especially by studying, thinking, observing, measuring, doing experiments, and developing and testing theories to describe the results of these activities and publish them publicly.

Own scientific purposes: You can use the Licensed Material only for Your own scientific purposes, i. e. You cannot share it with others.

Licensor: The individual(s) or entity(ies) granting rights under this license and who thus is your contractual partner. The **Licensor** can be the **creator** or another rights owner (like, e.g. a research institute or a publisher). The **Licensor** will be named on the download page of the **Licensed Material/**in the DOI.

Licensee/You: The individual or entity exercising the rights under this license. **Your** has a corresponding meaning.

Licensed Material: The copyright or otherwise (e. g. by neighboring rights) protected work to which the **Licensor** applied this license.

2. Licensing conditions

You may use the Licensed Material to the extent and under the conditions defined hereafter.

2.1 Licensed Rights

You may use the Licensed Material only for Your own scientific purposes. This includes:

- Reproduction: You may copy the Licensed Material in any medium or format (digital, analogue, tangible, intangible) for Your own scientific use.
- Analysis: You may analyse and mine the Licensed Material.
- Adapt: You may, e.g. transform, shorten, translate, or combine the Licensed Material with other content.
- Teaching: You may use the Licensed Material for teaching as described under 1., e. g. by preparing and using teaching material in your classes that is based in full or in part on the Licensed Material.
- Publishing: You may publish own scientific content that is based in full or in part on the Licensed Material.

2.2 Restrictions

All rights that are not mentioned in sec. 2.1 are reserved. This includes inter alia (this list is non-conclusive):

- Restriction to Your own scientific use: You must not share, publish, distribute or make (copies of) the Licensed Material itself available/accessible to third parties. That means, You cannot e.g. stream, forward or publish (copies of) the Licensed Material neither modified nor unmodified, neither separate nor alongside with or integrated into Your own content. You may not pass on any copies of the Licensed Material to others.
- Industrial property rights: Patent and trademark rights are not licensed under this license. Patents and trademarks may only be used to the limited extent necessary to allow exercise of the rights licensed by this license.

2.3 Obligations

- Specification of scientific purpose: Before You retrieve the Licensed Material, You must provide a reasonably detailed description of the scientific purpose (see sec. 1).
- Attribution: If You publish own content that is based in full or in part on the Licensed Material, You must credit the creator(s) of the Licensed Material and any others designated to receive attribution. Under this obligation You have to:

O Retain credits to the Licensor, creator and/or the copyright owner;
O Retain copyright notices;
O Cite the "Digital Object Identifier" (DOI) provided by MO RE data.

You may satisfy this obligation in any reasonable manner based on the medium, means, and context of **Your** publication.

• Protect Privacy: In working with Digital Research Objects (DROs) from MO|RE datathere shall neither be attempts to re-identify or contact research subjects, nor shall there be publication of information that may lead to the re-identification of research subjects. If the identity of any research subject is discovered, the **Licensor** has to be notified in writing immediately and the gained information has to be kept secret. This will be guaranteed by the editorial board.

3. Term and Termination

This license terminates automatically under the following circumstances:

- When **Your** intended scientific purpose, as described at the time of download (cf. 2.3), is completed; **You** may license the same material again for a different scientific purpose, if it is still available via MO|RE data;
- If **You** fail to comply with this license.

Upon termination of the license, any and all **Licensed Material** made available to You and all copies of the **Licensed Material** must be destroyed and deleted. **You** must refrain from any further use of the **Licensed Material**, including but not limited to any potential modified copies of the **Licensed Material**.

4. Disclaimer of Warranty and Limitation of Liability

Unless otherwise separately undertaken by the licensor, to the extent possible, the licensor offers the Licensed Material as-is and as-available, and makes no representations or warranties of any kind concerning the Licensed Material, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to You. Except in the cases of willful misconduct or damages directly caused to natural persons, the licensor will in no event be liable for any direct or indirect, material or moral, damages of any kind, arising out of the license or of the use of the licensed material, including without limitation, direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this license or use of the licensed material damages, even if the licensor has been advised of the possibility of such losses, costs, expenses, or damages. However, the licensor will be liable under statutory product liability laws as far such laws apply to the licensed material. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to You.

5. Miscellaneous

- The **Licensor** shall not be bound by any additional or different terms or conditions.
- The license is governed by German law.

This license, authored by Dr. Till Kreutzer (iRights.Law) and edited by MO|RE data, is licensed under a Creative Commons Attribution 4.0

International License.

Kreutzer, T. (2021). License for scientific purposes ("Scientific Use License"). PsychArchives. https://doi.org/10.23668/PSYCHARCHIVES.4988