

Guidelines for Content Licensees

1. Introduction

In the FutureTDM Legal Guidelines for TDM Practitioners, we discuss the various intellectual property (IP) laws that can be relevant to the use of content for TDM activities. In some cases exceptions to these laws apply, making it possible to re-use others' content for TDM without needing specific permission from rights holders.

In other cases, however, the law does not allow TDM without permission from rights holders. And even in cases where legal exceptions allow for TDM without explicit permission from rights holders, there may be scope for some aspects of a licence or contract to limit how you may use content for TDM.

In these guidelines, we will discuss what you should be aware of when licensing content for use in TDM. If you plan to carry out a TDM project – or if you are involved with helping others access content for TDM, for example via an institutional library – these guidelines aim to help you understand what kinds of licences can best support TDM activities, and what you may want to consider if you need to negotiate licence agreements with rights holders for TDM.

2. Do I need a licence?

This is a question you should consider in the planning stages of any TDM project. The Legal Guidelines for TDM Practitioners set out a step-by-step plan to minimise legal risk in a TDM project, including deciding whether or not you need a licence for your planned activities.

To recap briefly, there are two main ways in which TDM activities may come into conflict with IP rights:¹

- Copying content: TDM activities usually involve making copies of content, databases, or parts thereof to transform and use for TDM analysis.
- Publishing content: When publishing the results of your TDM activities, you may want to reproduce parts of the contents used in your analysis.

If you or the researchers you support plan to carry out a TDM project, you should consider whether the project will involve copying and/or publishing parts of others' content. If so, it may be the case that a legal exception allows you to carry out these activities without permission from the rights holder. Otherwise you will need permission from the rights holder to carry out TDM on their content, and should check whether this is allowed by any existing licence you may have. If not, you will need to negotiate an appropriate licence.

Limitations to exceptions

Even in cases where legal exceptions to IP rights apply, they may not actually allow all the TDM activities you plan to carry out. Exceptions can be limited if they are overridable by contract, or if they have caveats that leave scope for the rights holder to define other limitations. In these cases, the terms of any licence or agreement you have with the rights holder might still limit what kinds of TDM are permissible.

¹ Other laws may affect what you can do with other people's content, including Data Protection laws around privacy – see the Legal Guidelines for TDM Practitioners for details of other legal considerations.

Copying content

In the UK, a specific exception from copyright applies if you are copying content for the purpose of non-commercial TDM research. This exception also includes a clause that ensures it cannot be overridden by any contract.² Without such a clause, any future exceptions adopted by the EU or its member states could be overridden by the terms of licences agreed with rights holders.

The UK exception also includes the caveats that the exception only applies in cases where TDM practitioners have “lawful access” to content, and that practitioners must not circumvent “technical protection measures” (TPMs) in order to make copies of content. In the case of content protected by IP rights, lawful access is of course defined by the terms of your agreement with the rights holder. Rights holders also have scope to decide what technical protection measures are appropriate to protect the security and stability of their content and services. Therefore even if you are carrying out TDM under a legal exception, you should be aware of:

- The terms under which the rights holder has granted you lawful access to their content; these may include limitations on who can be considered an authorised user, how many authorised users may lawfully access their content, and from where they may access it.
- The details of any technical protection measures that apply to their content; these may include user authentication processes to verify lawful access, or limitations on the amount of content you may access in a given timeframe. (However note that these protection measures must not “unreasonably” prevent you from benefiting from the exception.)

These terms may restrict your ability to carry out TDM, even under a copyright exception.

Publishing content

Various legal exceptions may allow you to reproduce and publish parts of the original contents used in your TDM analysis, alongside the results of that analysis. You can find a detailed discussion of these exceptions in the FutureTDM report on policies and barriers of TDM in Europe.³

One example is a legal exception that allows you to reproduce small pieces of content for the purposes of quotation. However if you plan to rely on such an exception to publish quotes or excerpts along with your TDM results, you should check that the quotation exception that applies to you is not overridable by contract. If the exception can be overridden by contract, you will need to check the terms of your licence with the rights holder – they may for example only allow quotes of a limited number of words or characters, as in publisher Springer’s text- and data-mining policy.⁴

Limitations to quotation

“Publications or analyses resulting from TDM of subscribed content may include quotations from the original text of up to 200 characters, or 20 words, or 1 complete sentence.”

– [Springer’s TDM Policy](#)

3. What’s in a licence?

You may already have a licence or agreement with the rights holder whose content you would like to use for TDM. If so, it is important to understand what this licence permits. While these guidelines cannot cover every possible licence clause you may encounter, the below examples should give an idea of the sorts of restrictions or freedoms a licence may specify. If you are unsure whether your licence allows your intended TDM activities, we recommend contacting the rights holder directly or getting expert legal advice.

² “To the extent that a term of a contract purports to prevent or restrict the making of a copy which, by virtue of this section, would not infringe copyright, that term is unenforceable.” [Copyright, Designs and Patents Act 1988, section 29A](#)

³ [FutureTDM Deliverable D3.3](#) (PDF)

⁴ [Springer’s text- and data-mining policy](#) (retrieved 30 August 2017)

The licence imposes explicit restrictions on TDM

In some cases, rights holders will explicitly address TDM in their licences, and the limitations under which TDM is permissible. Unless a legal exception applies and cannot be overridden by contract, you must abide by the rights holder's conditions when carrying out TDM on their content.

As discussed above, even if an exception applies and cannot be overridden by contract, the rights holder may still have some limited ability to define the ways in which you may use their content for TDM. This may include applying reasonable technical protection measures to protect their content and system, or limiting the types or number of authorised users who have access to the content. TDM often requires the use of large corpora of content from multiple sources, and some rights holders may impose restrictions on how much content you can access within a given timeframe to avoid overloading their servers.

Licence restrictions on TDM

"The user may not ... use any robots, spiders or other automated downloading programs, algorithms or devices to search, screen-scrape, extract, or index any Elsevier web site or web application"

– [Elsevier TDM service agreement](#)

Example: Elsevier

Elsevier's Text and Data Mining Service Agreement permits licensees to "continuously and automatically extract semantic entities from full-text articles retrieved through the TDM service",⁵ referring to an API service⁶ Elsevier provides for the purpose of TDM. This API is provided via a separate technical infrastructure in order to cater for the potentially higher volume needs of TDM activities, as well as to ensure Elsevier can identify and prevent nefarious or unlawful access to their content.

The provision of an API for TDM activities may be seen as a reasonable technical protection measure to protect the stability of Elsevier's other servers,⁷ in which case you would need to comply with the terms of Elsevier's licence agreement, and use their API whenever you access their content for TDM.

Elsevier's licence agreement also imposes limits on how you may reproduce excerpts from content you have used for TDM, which you may want to quote or publish alongside the results of your analysis. These are limited to "a maximum length of 200 characters surrounding and including the text entity matched", and must be accompanied by a DOI link back to the full text. Any reproduced excerpts of Elsevier's content must also be assigned a CC-BY-NC licence.

Unless you can make use of a legal exception that cannot be overridden by contract, you must also comply with these restrictions when using Elsevier's content for TDM.

The licence explicitly supports TDM

In some cases rights holders take an explicitly permissive stance towards TDM, supporting TDM activities in principle as well as in practice.

Example: The Royal Society

Pro-TDM policies

"Members of subscribing institutions have our permission to mine journal content for either commercial or non-commercial purposes."

– [The Royal Society open data policy](#)

⁵ [Elsevier Text and Data Mining Service Agreement](#) (retrieved 30 August 2017)

⁶ <http://www.developers.elsevier.com>

⁷ Interpretation and enforcement of laws around technical protection measures varies among EU member states. In the case of the UK copyright exception for TDM, any API limitations should be assessed to understand if they unreasonably prevent researchers from making use of the exception – for example by limiting the API to 5000 results per query.

The Royal Society's policy on data mining states explicitly, "We support the stance that the right to read is the right to mine."⁸ This means that anyone who has lawful access to read The Royal Society's content may also carry out TDM activities on this content.

The other terms of their policy also demonstrate a permissive stance towards TDM practices:

- The policy asks TDM practitioners to cite papers used in analyses "where possible", which implicitly recognises that for TDM activities involving many thousands of papers, it may not be practical to cite every paper included in a corpus for analysis.
- Although The Royal Society has an automatic lock-out for downloads beyond a certain limit, they explicitly offer to help users wishing to carry out TDM by working together to manage their system load.

The licence is ambiguous or unclear

In some cases, the wording of a licence may make it difficult to determine what kinds of TDM activities are permitted. In Elsevier's Frequently Asked Questions page about text and data mining,⁹ for example, one response states, "You are free to commercialize your own findings," while another states, "we provide TDM access for non-commercial purposes." If you are unsure about the specific details of your licence, you should contact the licensor to clarify what they do and do not permit.

The licence does not address TDM, or there is no licence available

Although data mining began to emerge as a technology in the late 1980s,¹⁰ many rights holders have been slow to adapt to this technology and do not yet explicitly address TDM in their licences or other policies. There are also some kinds of content for which licences are not routinely provided at all, for example the content of web pages. In cases where no legal exceptions apply, this makes it difficult to assess whether your intended use of content for TDM is permitted.

If you are unsure what licensing terms apply to a given set of content, either because the licence is unclear or because you cannot find one, the safest option is always to contact the rights holder to ask permission to access and use their content. Section 4 below discusses some considerations you may want to take into account to negotiate reasonable and proportionate licences with rights holders.

In many cases it may not be practical or possible to contact or even identify the rights holder. Consider a TDM project that involves mining content from hundreds of thousands of public web pages: it would not be practical to try to find licence or contact details from the rights holders of every single website accessed.

In these cases, the safest option is to assume that you are not permitted to use their content for TDM, unless you can make use of legal exceptions.

In practice, however, the risks associated with interfering with intellectual property rights depend on whether the rights holder objects to your use of their content and takes action against you. With this in mind, some people choose to go ahead and risk using content for TDM without explicit permission from the rights holder, under the assumption that the rights holder would not object to the use of their content.

⁸ [The Royal Society Open data policy](#) (retrieved 20 April 2017)

⁹ <https://www.elsevier.com/about/our-business/policies/text-and-data-mining/text-and-data-mining-faq>

¹⁰ "In the late 80s Data Mining term began to be known and used within the research community by statisticians, data analysts, and the management information systems (MIS) communities." [The History of Data Mining](#) (accessed 20 April 2017)

In the case of web mining, for example, some consider a website's Robots Exclusion Protocol¹¹ to be an informal declaration of what content the website owner permits automated processes to access. A Robots Exclusion Protocol is not a formal licence, but many web crawlers (including those operated by Google) rely on the Robots Exclusion Protocol to determine which content they access and process.

You should be aware that although this may be a low-risk practice, it is not a zero-risk practice, and relevant regulations vary among different EU member states. We urge you to seek expert advice before considering carrying out TDM activities without a legal exception or clear permission from the rights holder.

4. Negotiating licences

For an individual researcher or small business, negotiating an appropriate licence with each and every rights holder whose content you may wish to use for TDM can be a prohibitive drain on resources. Unfortunately given the lack of consistent, unambiguous legal exceptions across EU member states, you may find this is the only way to ensure your TDM activities are legal.

Those who negotiate licences on behalf of institutions – for example libraries, universities, or consortia thereof – can have a much greater impact on reducing barriers to TDM, by considering licences in terms of access and permissions for TDM as well as for individual use.

If you represent a library, university, or other institution involved in negotiating content licences on behalf of others, we strongly urge you to read and consider whether licences your institutions agree to are a *reasonable* and *appropriate* balance of the needs of the researchers you represent, and the needs of the rights holders, in the context of TDM.

Below we discuss some of the aspects of TDM that rights holders may want to address in licences, and the impact these may have on licensees' TDM activities. If in doubt – talk to your researchers! They will be able to help you understand their needs regarding access to and use of content for their TDM projects.

Purpose of TDM activities

Rights holders may want to apply different permissions to their content depending on whether it is used for “commercial” or “non-commercial” purposes. They may wish to restrict activities that involve accessing/copying their content for analysis, reproducing excerpts of their content after analysis, or both. You should consider whether this distinction is reasonable or practical.

The activities of for-profit industry and businesses will of course generally be considered commercial. Conversely for some academic researchers, it may be clear that their use of TDM is purely non-commercial. But in cases where researchers are partly funded by industry, or collaborate with commercial partners, or are developing new technologies that may become the foundation of spin-out companies, it is less clear where the distinction between commercial and non-commercial research lies. Especially in research, where the potential applications of new knowledge or technologies may not be known at the beginning of a TDM project, restricting TDM to “non-commercial” purposes may have unforeseen impacts.

Usage and activity monitoring

Rights holders may wish to monitor, to some degree, bulk access to their content for TDM purposes. Reasons for this may include ensuring that they can identify fraudulent or malicious access to content, as well as understanding the needs and behaviour of licensees to develop and provide new products and services.

¹¹ [The Robots Exclusion Protocol](#), also known as a *robots.txt file*, is a file hosted on a web domain that lists which sections of that domain may not be accessed by “robots” or automated web-crawling processes.

You should consider whether the nature and extent of monitoring of access to content is reasonable and appropriate. Particularly in a research context, overly detailed monitoring of researchers' behaviour may raise ethical questions about academic freedoms.

Reproducing content

Rights holders have a need to protect their intellectual property from redistribution that would impact the value of the original works, and may therefore restrict how much of their content may be re-published following TDM analysis, in the form of quotations or other excerpts. They may also require TDM practitioners to attribute appropriate credit to the rights holder, in cases where excerpts of original content are reproduced.

You should consider whether restrictions on reproducing excerpts of original content are reasonable and appropriate. It may be useful to consider whether the intended reproductions are likely to impact the value of the original works.

You should also consider whether requirements to attribute credit are reasonable and practical, particularly given that TDM projects may involve corpora of hundreds of thousands of documents.

Technical limitations

Rights holders may wish to apply technical protection measures to protect their content. These may be to ensure that only authorised users access their content, or to prevent systems and servers from being overloaded by large-scale access to their content.

You should consider the impact of technical protection measures on TDM users, particularly in the context of the large-scale access to content that TDM typically requires.

5. Summary of key points

Until and unless the EU and its member states adopt consistent exceptions to intellectual property rights for the purposes of TDM, licences remain a key consideration for anyone planning to carry out TDM. Some key points to remember are:

- There are several kinds of legal restrictions that apply to TDM, beyond licensing; check the Legal Guidelines for TDM Practitioners to make sure you understand these as well.
- Even when an exception to IP rights applies, licence terms may affect your ability to carry out TDM; make sure you understand any relevant terms in your licence.
- If it is not possible to find a licence or identify the rights holder for a given piece of content, TDM may not be lawful; consider carefully whether you need expert advice on risk.
- If you negotiate licences on behalf of an institution, you play a key role in enabling those you represent to carry out TDM; please talk to your researchers, make sure you understand their needs, and consider whether licences are appropriate and reasonable for all parties.

For further information and guidelines, check the FutureTDM website at <http://www.futuretdm.eu/>.

Appendix: Analysis of Selected TDM Licences

To supplement the guidelines above, we have considered several TDM licences and how their terms might affect your ability to carry out TDM activities. These licences were identified through the [CrossRef Metadata API](#) as the most frequently cited TDM licences, after excluding Open Access licences.

As discussed above, if you cannot rely on a legal exception for your TDM activity, or if the legal exception can be overridden by contracts, you will need to make sure you comply with the terms of any relevant licences. Please note however that this overview is not intended to be legal advice. Interpreting licences can be a complex process, and you should consult an expert if you are unsure about the lawfulness of your planned TDM activity.

This analysis has been carried out in good faith and represents our honest interpretation of the licences considered. If you believe any licence terms have been misunderstood or misrepresented please let us know.¹²

Considerations for TDM Licences

In analysing licences for TDM, we considered the following questions which may be important for TDM practitioners:

- **Where is the licence?** (Can it be easily accessed and read online?)
- **Do I need to check other licences or documents?** (Does this licence/agreement supersede any others, or do I also need to check the terms of any other agreements my institution may have made with this publisher?)
- **Does this licence affect my use of OA content?** (Are there terms in this licence that apply even to TDM carried out on open access content from this publisher?)
- **Is TDM permitted?** (Is any TDM permitted by existing licences/agreements, or do I need a separate agreement?)
- **Can I carry out TDM for any purpose?** (Am I limited for example to using TDM only for non-commercial purposes?)
- **Do I need to tell anyone what I am doing with TDM?** (Do I need to tell the publisher about the kinds of TDM activities I intend to carry out?)
- **Are my TDM activities monitored?** (Will the publisher be able to see which content I access or use?)
- **Can I access any content I like?** (Am I able to use all content I have lawful access to for TDM?)
- **Can I access content any way I like?** (Am I limited to accessing content in a particular way specified by the publisher?)
- **Are there limits on how much content I can access, or how quickly?**
- **Do I need to ask or inform anyone before carrying out TDM?**
- **Are there limitations on the types of TDM analysis I can perform?** (Does the publisher allow all kinds of computational analysis, or just specific activities?)
- **Are there restrictions on how I can store and share datasets I'm using for TDM?** (Does the publisher restrict how I can share content used for TDM with, for example, colleagues within my institution?)

¹² office@futuretdm.eu

- **Are there restrictions on how I can share new knowledge I generate as a result of TDM?** (That is, are there any restrictions on what I can do with novel insights or information I generate as a result of my TDM analysis?)
- **Am I required to share the outputs of my TDM research?** (Does the publisher require me to show them the results of my TDM analysis?)
- **Can I support my results with excerpts from the content I have mined?** (Does the publisher restrict how much content I can quote or reproduce alongside the results of my analysis?)
- **Can I retain datasets for verifiability and reproducibility of my results?**
- **Do I have any other responsibilities or obligations?**

The answers to these questions are laid out in the table below, based on our interpretation of the relevant licences, agreements, or other guidance provided by each publisher. The table is colour-coded as follows:

<p>Ideal for TDM activities</p>	<p>Close to ideal for TDM activities</p>	<p>Some negative implications for TDM activities</p>	<p>Very restrictive for TDM activities</p>
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	Elsevier	Wiley	Springer	APS	Emerald	IOP	IUCr
Where is the licence?	Online	Online	Online	Online	Online , with FAQs	Online	Online
Do I need to check other licences or documents?	NO The TDM Agreement supersedes any and all prior and contemporaneous agreements	UNCLEAR The click-through TDM agreements says that it supersedes all other prior and contemporaneous agreements, but also that it is superseded by any separate TDM agreement	YES The TDM clause may not have been included in existing SpringerLink subscription agreements, but can be added by existing subscribers	YES Unless explicitly licensed under a different licence, TDM requires a separate written bilateral agreement	NO Not mentioned in policy	YES If your institution has a separate licence, the terms of that licence prevail in case of any conflict with the TDM policy	NO Not mentioned in policy; users without subscriptions to IUCr journals can request TDM access
Does this licence affect my use of OA content?	NO individual OA licences supersede anything the contrary in the TDM Agreement	NO If more permissive licences apply, you may use content in accordance with article-level permissions	NO TDM of OA Springer content is usually allowed without restrictions	NO Does not apply to content with CC-BY licences	NO Not mentioned in policy	YES You must ask IOP to remove technical protection measures, even of OA content, if "large amounts of data" are to be extracted	NO OA content may be mined without restriction provided proper attribution is given
Is TDM permitted?	YES	YES	YES	NO Not without a specific licence agreement	YES	YES	YES
Can I carry out TDM for any purpose?	NO You may not extract, develop or use the dataset for any direct or indirect commercial activity	NO You may only text and data mine Wiley content for non-commercial scholarly research related to specific projects; direct or indirect commercial purposes require prior written consent from Wiley	NO You may only access content for TDM for the purpose of non-commercial research	? Depends on agreement	NO TDM rights are granted purely for internal non-commercial research purposes	NO You may only access content for the purpose of non-commercial TDM; specific terms must be negotiated with IOP for TDM for commercial purposes	NO Content may only be mined for non-commercial purposes
Do I need to tell anyone what I am doing with TDM?	MAYBE You must provide TDM output and any related content to Elsevier on request	NO Not mentioned in policy	NO Not mentioned in policy	? Depends on agreement	NO Not mentioned in policy	YES You are required to tell IOP the purpose for which you want to carry out TDM	NO Not mentioned in policy

Are my TDM activities monitored?	YES You are required to use an API key; Elsevier maintains information about you which may be used in aggregate, and may be used to promote Elsevier offers to you	YES You are required to use an API key	NO No authentication is required when retrieving SpringerLink content for TDM	? Depends on agreement	NO No authentication is required for CrossRef's TDM API	PARTLY You must provide IOP with your name, institution, and the titles, years and issues of journals you wish to mine	NO No authentication or monitoring mentioned in policy
Can I access any content I like?	NO You are licensed solely to access content made available via the CrossRef API	NO You may only access content made available via APIs	YES You may use all subscribed content	NO Full-text PDFs will only be made available for TDM one year after the date of publication	YES Emerald suggests using CrossRef's TDM service to identify and access content	YES No restrictions mentioned in policy	YES No restrictions mentioned in policy
Can I access content any way I like?	NO You are licensed to use a set of proprietary APIs to access data; you may not use any automated programs to search or scrape any Elsevier web site or application	NO You must access content using a Wiley-approved API, and may not bypass the API; you may not use any automated programs to search or scrape Wiley content	YES You are encouraged but not required to download content directly from the SpringerLink platform; friendly DOI-based URLs are provided, tools and methods are suggested, and no API key is required	? Depends on agreement	YES You are encouraged to use CrossRef's TDM services, but not forbidden from accessing content in other ways	YES No access methods specified in policy	YES You are encouraged to access content from Crystallography Journals Online, but not forbidden from accessing content in other ways
Are there limits on how much content I can access, or how quickly?	UNCLEAR No details are provided about rate limiting through Elsevier's API	SOMETIMES You must abide by any rate-limiting which may be conveyed from time to time	VOLUNTARY You are asked to be considerate and limit your download speed to a reasonable rate	? Depends on agreement	SOME There are no hard limits on the number of items that may be downloaded, but you may be blocked if your downloading constitutes unfair usage	YES The IOPscience platform blocks systematic downloading of content unless you ask for these technical limits to be removed	VOLUNTARY You are asked to limit your downloading speed to a reasonable rate
Do I need to ask or inform anyone before carrying out TDM?	NO Not mentioned in policy	NO Not mentioned in policy	NO Not mentioned in policy	? Depends on agreement	ADVISED You are advised to inform Emerald you wish to mine their site to avoid being blocked due to unfair usage	YES You are required to contact IOP to arrange for technical limits to be removed temporarily and allow server loads to be managed, if "large amounts of data" are to be extracted	NO Not mentioned in policy

Are there limitations on the types of TDM analysis I can perform?	YES You are licensed to extract semantic entities for the purpose of recognition and classification of relations and classifications between them	NO You are licensed to carry out computational analysis including but not limited to identification of entities, structures and relationships	NO None mentioned in policy	? Depends on agreement	SOME Licence includes specific definitions of TDM activities and outputs; these are broad but you must not perform systematic or substantive extracting of content	NO None mentioned in policy	NO None mentioned in policy
Are there restrictions on how I can store and share datasets I'm using for TDM?	NO None mentioned in policy	YES You may load and technically format content on your servers for use for specific TDM projects; you may not otherwise create any form of central repository for Wiley content, or any product or service that could potentially substitute any existing Wiley services	NO None mentioned in policy	? Depends on agreement	SOME You may load and technically format XML content on your server, PC or laptop to enable access and use of content for allowed TDM purposes; you may not make results of TDM outputs available on any externally facing server or website	NO None mentioned in policy	NO None mentioned in policy
Are there restrictions on how I can share new knowledge I generate as a result of TDM?	YES Results may be used by you and your company or institution, but may not be used in a way that would compete with existing Elsevier products; a specific proprietary notice must be used when sharing results externally	YES You may communicate TDM outputs as part of original non-commercial research, including in articles about that research	NO None mentioned in policy	? Depends on agreement	YES There are no restrictions on where and how you can publish your research results, but you may not make results of TDM outputs available on any externally facing server or website	YES Anything generated directly by TDM must be licensed under either a CC-BY or CC-BY-NC-ND licence	NO None mentioned in policy
Am I required to share the outputs of my TDM research?	YES You must provide TDM output and any related content to Elsevier on request to ensure compliance with their agreement	NO Not mentioned in policy	NO Not mentioned in policy	? Depends on agreement	NO Not mentioned in policy	NO Not mentioned in policy	NO Not mentioned in policy

Can I support my results with excerpts from the content I have mined?	YES Limited to query-dependent text of a maximum length of 200 characters surrounding the semantic entity matched, or bibliographic metadata; must include a DOI link to the original material	YES Limited to brief quotations as permitted under national copyright laws; must include a DOI link to the original material	YES Limited to quotations of up to 200 characters, 20 words, or one complete sentence; must include a DOI link to the original material	? Depends on agreement	YES You can use snippets up to a maximum of 200 characters, provided these are referenced as you would reference a copyright work; you must contact Emerald if larger extracts are exceptionally required	YES Outputs can include snippets of up to 200 characters; mined text or data should include a DOI link to the original material wherever reasonably practical	YES Brief extracts from articles may be included without revision or modification in publications, with a full bibliographic reference to the original source
Can I retain datasets for verifiability and reproducibility of my results?	NO You may not substantially retain the dataset; all Elsevier content stored for TDM must be permanently deleted on termination of the agreement	NO You must delete all Wiley content downloaded for TDM on completion of any specific TDM project, or on termination of the agreement with Wiley	UNCLEAR Not mentioned in policy	? Depends on agreement	NO You may not substantially retain content; all copies of Emerald content that have been locally loaded for TDM must be destroyed on termination or expiry of this licence	UNCLEAR Not mentioned in policy	UNCLEAR Not mentioned in policy
Do I have any other responsibilities or obligations?	YES You are responsible for complying with data protection and relevant privacy laws when using or processing personal data	YES You must implement and maintain data security measures to protect Wiley content in line with international industry standards; you are responsible for complying with data protection and relevant privacy laws when using or processing personal data	NO None mentioned in policy	? Depends on agreement	NO None mentioned in policy	NO None mentioned in policy	NO None mentioned in policy