

Open Content License*

from the

**University of Konstanz
Dept. of Chemistry
Chair of Prof. Dr. Helmut Cölfen
Universitätstrasse 10
78464 Konstanz, Germany**

And

**BASF SE
Dept. of Material Physics
67056 Ludwigshafen, Germany**

for the following work:

Multiwavelength UV/Vis detector for the Analytical Ultracentrifuge Version 1.0

Copyright (C) 2006 Prof. Dr. Helmut Cölfen & BASF SE.

This work can be used by anyone according to the conditions of this open content license.

Preamble

The purpose of licensing a work under the open content license is to allow anyone open use of content. The license is aimed mainly at those who wish to make their copyright protected performances generally available without special rights needing to be sought for individual uses or alterations. However, it is also aimed at those who wish to duplicate, distribute or alter a work which may be used under the conditions of this license.

Under the open content license the licensee is granted the rights of use for all known types of use and also the adaptation of the work in any form whatsoever. The ideal interests of the originator in the work are considered by the license in that it is one of the aims of the license to acknowledge the creative performances of the author and other holders of related rights in a suitable manner and to protect their intellectual interests. The originator shall be linked with his or her work in that his or her name shall be cited or – in the event that the work has been adapted – reference made to him or her in the history of the work.

An essential purpose of this license is to allow the further adaptation of works. Texts, databases, multimedia works and other content often result from collaboration between a number of people, for example because the resulting work is too complex to be produced by a single person or because there is a need for updating which the original author cannot or does not wish to perform. The open content license offers a model for the development and dissemination of works by any number of people, who do not need to have an organizational connection. It can however also be used for the release of works for any other purpose.

Work: Copyright (C) 2006 Prof. Dr. Helmut Cölfen & BASF SE.

* License text: Version 1.0, May 2003, Copyright © 2003 Kompetenznetzwerk Universitätsverbund MultiMedia NRW, Universitätsstraße 11, D-58097 Hagen. Anyone is permitted to duplicate, disseminate and make this license text available to the public in unedited form.

In order to ensure open adaptation by others, it is necessary that apart from the legal concession the general public is also provided with the technical conditions for altering the work. Works that exist in digital form or are converted into digital form must therefore be made available in a file format that technically allows that which is legally permitted by this license.

The open content license protects the licensor and the general public against third parties subsequently being able to restrict the use of the work – including in adapted form. This is ensured by the Copyleft effect which guarantees that a work which has been made subject to this license, as well as all adaptations based on this may only be used subject to the conditions of this license.

1. Conclusion of the license

(a) This license text constitutes an offer to conclude a license agreement under the following conditions. The offer is directed at anyone. The license agreement comes into being with the exercising of the rights mentioned in numbers 2 and 3, in particular by the duplication or dissemination of the work. The acquirer of these rights is referred to in the following as the licensee.

(b) For the mere use of the work, for example privately listening to a recording medium, reading a book or looking at a photograph, this license agreement does not need to be entered into. This also applies to powers to use the work resulting from a statutory restriction of copyright, for example for making a backup copy or for passing on a legally obtained reproduction.

2. Rights of use

(a) With the conclusion of the license the licensee shall obtain for an unlimited time and geographical area the unrestricted right to make full use of the unadapted work. This includes the right to use the work in digital and analogue form, online and offline, physically and non-physically. The usage permission is free of any license fee.

(b) To allow full use the right is in particular granted to duplicate, disseminate and lease the work, to make it available for download or in another way make it available, present it or perform it to the public or publically reproduce it in another form.

(c) Anyone using the work may not demand any license fees from third parties for the work. The licensee is however permitted to demand a fee for services other than the granting of a right of use. These also include services leading to the adaptation of the work, the production of data media with the work and the performance of the work.

(d) The rights of use acquired under this license may not be transferred on to third parties. Third parties may only acquire the rights of use by concluding this license directly with the originators or other owners of the exclusive rights of use. For this it is sufficient that third parties obtain the work with this license from any person and conclude the license agreement in accordance with number 1.

3. Rights of adaptation

(a) The licensee has the right to adapt the work and to use the adapted work in accordance with number 2. This includes the power to abridge the work, to add new components, to exchange parts of the work or to amend it in another way. The work may be presented in another context and the contents of its statements altered.

(b) Changes may not prejudice the intellectual or personal interests of the originator. Here it must be taken into account that through the licensing under this license substantial alterations to the work are intentionally considered since the freedom to alter the work is a main aim of this license.

(c) If this work is adapted its title must be altered. To do so it is sufficient to add a phrase making clear that the work has been adapted, for example the addition of a new version number. The title of the work may not be altered if the work is otherwise used with unaltered contents.

(d) It is recommended for any adaptation of the work to add a copyright notice to the existing notices.

Work: Copyright (C) 2006 Prof. Dr. Helmut Cölfen & BASF SE.

* License text: Version 1.0, May 2003, Copyright © 2003 Kompetenznetzwerk Universitätsverbund MultiMedia NRW, Universitätsstraße 11, D-58097 Hagen. Anyone is permitted to duplicate, disseminate and make this license text available to the public in unedited form.

4. Approval for adaptations and related protective rights (Copyleft)

(a) Anyone obtaining a copyright from adaptation of the work, must make this right subject to the conditions of this license, if they disseminate and lease the adapted work, make it available for download or in another way make it available, present it or perform it to the public or publically reproduce it in another way.

(b) An adaptation of the work in this sense does not exist if the unadapted work

- is connected to another independent work. This shall also apply if the connected work is used as a complete work;
- is included in a database or another compilation;
- is a database or other compilation and further elements are added.

In these cases a clear reference must be made to those parts of the complete work or the compilation which are subject to this license.

(c) An independent work is a work which can be used alone in a meaningful manner or which in the generally accepted view can be seen as an independent work.

(d) Anyone who from using or adapting the work acquires a related protective right, for example a database producer's right or a right to an interpretation of the work, must make this right subject to the conditions of this license, if they disseminate, lease, make available for download or in another way make the work available, present it or perform it to the public or publically reproduce it and the related protective right is necessary for such uses.

5. Citation

(a) If the work is disseminated, leased, made available for download or in another way made available, presented or performed to the public or publically reproduced in another way, citations of the originators and interpreters must be made in the given manner. The citation must then be made in a suitable manner that is customary for the respective type of use.

(b) If the work is disseminated, leased, made available for download or in another way made available, presented or performed to the public or publically reproduced in another way, with its content adapted, no citation of originators or interpreters may be given without their express agreement apart from in the history. Translations shall count as adapted content for this purpose. For merely formal alterations the citation must be given according to the use in unaltered form. Typographical corrections, formatting or digitization are generally considered to be merely formal alterations.

(c) If due to an alteration in the contents the originators or interpreters are not to be cited, in any use of the work the originators or interpreters of the original work must be cited in a suitable form. Reference in a suitable form shall in any case exist if the history meets the requirements of number 8 or in a footnote the citation appears together with the wording "based on a work by".

(d) That stated above concerning citation shall apply accordingly to the owners of the exclusive rights of use, where the latter are cited in connection with the work.

6. Making available of digital data

(a) Anyone who disseminates, leases, makes available for download or in another way makes available, presents or performs to the public or publically reproduces in another way the work in unaltered form, must make available the digital data necessary for the further adaptation of the work, where they have received this together with the work.

(b) Anyone who disseminates, leases, makes available for download or in another way makes available, presents or performs to the public or publically reproduces in another way the work in altered form, must make available the digital data necessary for further adaptation of the work in the file format that they used when performing the adaptation. If no digital data are used in the adaptation or use, then there is no obligation to make such data available.

(c) Adaptation calls for those data which were used in the creation or adaptation of the work. If the work is converted to another file format, the original file format must be made available, if the file format into which it has been converted does not allow adaptation.

(d) Digital data may be made accessible in the following ways:

- by physical handover of a data medium;
- by publication on part of a data network with unrestricted public access precisely indicated in a work or in the history; or

Work: Copyright (C) 2006 Prof. Dr. Helmut Cölfen & BASF SE.

* License text: Version 1.0, May 2003, Copyright © 2003 Kompetenznetzwerk Universitätsverbund MultiMedia NRW, Universitätsstraße 11, D-58097 Hagen. Anyone is permitted to duplicate, disseminate and make this license text available to the public in unedited form.

- in another form which allows a correspondingly simple access.

(e) The making available of the digital data remains subject to the conditions of number 7 (b).

7. Other obligations

(a) When a physical form is used a copy of this license must be attached or an Internet address given from where the license text can be downloaded at any time. For non-physical reproduction of the work a reproduction of the license may be dispensed with if this is unfeasible. This may be the case for lectures and performances, and for television and radio broadcasts.

(b) References to the applicability of this license and copyright notices may not be altered or deleted. Where such a reference is unfeasible due to the specific nature of the use it may be omitted, i.e. in radio broadcasts, which are transmitted solely terrestrially, via cable or satellite, or for use of the work in television advertising.

(c) Use of the work may not be made subject to the discharge of obligations that are not mentioned in this license.

(d) Anyone who in connection with the use of the work acquires other protective rights, in particular patents, trademarks, registered designs and utility models, may not by means of these protective rights establish additional obligations for the use of the work. Thus for example it is not permitted to apply for a patent for a further developed version of the work and for use of the further developed work to establish conditions by means of the patent license which go beyond the conditions of this license.

(e) Use of the work may not be prevented or hindered by technical protective measures, in particular copy-protection and similar devices, unless use of the work is at the same time enabled without such devices.

8. History

(a) The history shall contain information on the work, such as its title, the originator and other rights holders, the publication data and alterations made.

(b) If a history accompanies the work, then when the work is used the history with the information it contains must be passed on. In this connection number 7 (a) shall apply accordingly.

(c) If no history accompanies the work, then when an adaptation of the work is used a history must be created and passed on. The history to be created must contain at least the information on the work which the work itself contains or which was easily identifiable when the work was acquired. Number 7 (a) shall apply accordingly.

(d) In an adaptation of the work the history must state as accurately as possible, where the originator of the adaptation obtained the unaltered work. For this the indication of an Internet address shall suffice. The date of the alteration must be noted in the history. Alterations to the work can be documented in the history by means of a brief description.

(e) Where a right holder asks to be informed prior to the work being used, in order for example to provide an up-to-date version, he or she may include a corresponding reference to this in the history. It is recommended that this request is met.

(f) The history may only be altered under the conditions of this number.

9. Termination of the rights in the event of infringement

(a) In the event of breach of the obligations from this license, the rights of use of the party in breach shall automatically be terminated.

(b) The rights of use of third parties, who have obtained the work or the rights to the work from the party in breach shall subsist.

10. Liability and warranty

(a) The liability of the licensor shall be limited to the fraudulent concealment of defects in title.

(b) This liability notice relates solely to the granting of rights under this license. Liability and warranty for other services, such as the dissemination of artistic works, shall be subject to the statutory provisions or individual agreements.

Work: Copyright (C) 2006 Prof. Dr. Helmut Cölfen & BASF SE.

* License text: Version 1.0, May 2003, Copyright © 2003 Kompetenznetzwerk Universitätsverbund MultiMedia NRW, Universitätsstraße 11, D-58097 Hagen. Anyone is permitted to duplicate, disseminate and make this license text available to the public in unedited form.