

SCIENCEDIRECT WEB EDITIONS SUBSCRIPTION LICENSE

This Agreement is entered into as of this [_____] day of [_______], 200[_] by and between:

ScienceDirect, a division of Reed Elsevier Inc., a Massachusetts corporation (“SD”), and [_____] a [_____] [corporation], with its principal offices at [_____] (“Subscriber”), notices for which should be sent to [_____] at the address identified previously.

The parties agree as follows:

SECTION 1. LICENSE TO ELECTRONIC VERSIONS OF PUBLICATIONS.

1.1 *License.* SD hereby grants to Subscriber and its Authorized Users (as defined below) the right and license to access the on-line versions corresponding to print journal subscriptions subscribed to by the Subscriber, as authenticated by SD (“Subscribed Content”) in a current awareness service called ScienceDirect Web editions (“SDWE Service”), namely, to

- ▶ view and browse tables of contents, view articles published in recent issues of Subscribed Content, and utilize the current awareness feature available through the SDWE Service; and
- ▶ view, print and/or download from Subscribed Content excerpts of reasonable quantity, provided that use of such excerpts is personal, does not amount to or result in commercial distribution, and is limited to the Authorized User obtaining such excerpt.

1.2 *Authorized Users.* The parties recognize the following as Authorized Users for purposes of this Agreement:

For academic institutions:	Faculty members (including temporary or exchange faculty for the duration of their assignment); graduate and undergraduate students; staff members; and independent contractors acting as faculty or staff members;
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For companies and governmental institutions:	Scientific and support staff routinely employed by Subscriber; and independent contractors acting as scientific or support staff;
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provided that Authorized Users have been advised of the existence of this Agreement and the provisions of paragraphs 1.1 and 1.3 hereof.

If Subscriber provides access to its collections to all or selected members of the public who walk into the library facility, it may provide access to and permit copying for scholarly, research, educational and personal use (but not for resale) from the SDWE Service (subject to the general terms of this Agreement) to those members of the public who come into the library and use workstations located at the library facility. Remote access is permitted only for Authorized Users.

Authorized Users are limited to those for whom Subscriber is their principal place of employment or study.

1.3 *Usage Restrictions.* Except as expressly permitted in this Agreement, the Subscribed Content and other information available through the SDWE Service may not be used (directly or indirectly) for any of the following purposes: (i) substantial or systematic reproduction; (ii) re-distribution, re-selling or sub-licensing in any manner including in connection with fee-for-service use; (iii) systematic supply or distribution in any form to anyone other than an Authorized User; (iv) systematic or substantial retention so as to diminish or potentially diminish the commercial value of such information; or (v) interlibrary loans.

1.4 *Alteration; Notices.* Neither Subscriber nor its Authorized Users may modify, adapt, transform, translate or create any derivative work based on any materials or other content included in the SDWE Service, or otherwise use same in a manner that would infringe the copyright or other proprietary rights therein. Copyright notices, other notices or disclaimers included in the SDWE Service or otherwise in the Subscribed Content may not be removed, obscured or modified in any way.

SECTION 2. ACCESS.

- 2.1 *Delivery.* SD will provide access to the SDWE Service via the World Wide Web. Authorized Users will need to have a browser and Internet connectivity to access the SDWE Service.
- 2.2 *Access.* SD will provide access to the subscribed titles through IP domain authentication.
- 2.3 *Coverage.* The SDWE Service is defined as a current awareness service. Access is limited to the most recent twelve months (based on loading date) of current issues.

SECTION 3. FEES.

- 3.1 *Fees.* The SDWE Service requires Subscriber to hold its active subscriptions to the related titles; access to the electronic versions of the subscribed titles will be made available to Subscriber at no additional charge.

SECTION 4. INTEGRITY OF SD CONTENT AND EVALUATION OF USAGE.

- 4.1 *Content Integrity.* Subscriber recognizes that maintaining the integrity of the Subscribed Content accessed through the SDWE Service, and ensuring that access to, and use of, same is limited to Authorized Users are important obligations. SD accordingly reserves the right to terminate this Agreement if routine violations of these security principles or intellectual property rights are substantiated. Subscriber will take reasonable measures to detect misuse of the SDWE Service and/or content acquired therefrom, notify SD of such misuse, and take corrective actions, or take such action upon request from SD.

SECTION 5. TERM AND TERMINATION.

- 5.1 *Term.* This Agreement shall commence on the date first set forth above and continue for a period of one year.
- 5.2 *Term.* This Agreement will be automatically renewed for additional one (1) year periods (“Renewal Terms”) unless either party gives contrary written notice thirty (30) days prior to the expiration of the initial term or the Renewal Terms. The parties understand that the terms and conditions hereof will continue to govern the parties’ relationship during any Renewal Terms.

SECTION 6. REPRESENTATIONS, WARRANTIES AND INDEMNITIES.

- 6.1 *Subscriber warranties.* Subscriber warrants that it will use reasonable efforts to ensure the security and integrity of the Subscribed Content and the SDWE Service, especially as regards access by parties other than Authorized Users, and otherwise ensure compliance (including, without limitation, compliance by its Authorized Users) with all terms and conditions herein.
- 6.2 *Disclaimers.* Access to the SDWE Service under this Agreement is on a strictly “as is” basis. SD will not be responsible for any claim, loss or liability attributable to errors, inaccuracies or other defects in the Subscribed Content or the SDWE Service (or any software, search engine or other component thereof) or any part thereof arising from any act or omission or (to the maximum extent permitted by relevant laws) any negligence and **BOTH PARTIES EXPRESSLY EXCLUDE ANY LIABILITY FOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Please indicate by your signature below that you agree to the above terms and conditions.

Elsevier Science (for ScienceDirect):

For [insert name of Institution]: