

Guidelines for Institutional Access

The following guidelines provide Institutional Subscribers with a set of simple, fair rules governing rights and limitations for access of online versions of Publisher's journals ("Journals") by Authorized Users. These guidelines supersede any prior understanding between the Publisher and the Institutional Subscriber regarding user access to Journals.

Access to the Journals is granted for all Authorized Users on the following conditions:

- Publisher's acceptance of the Institutional Subscriber's completed order; and
- Receipt of the required subscription fee.

"Authorized Users" are authenticated, authorized current full and part time students, employees (including faculty, staff, affiliated researchers, and independent contractors), and other individuals who have permission to use the public computers on an Institutional Subscriber's geographically constrained site. A "site" is an organizational unit and may be academic or nonacademic. For organizations located in more than one city, each city office is considered a different site. For organizations within the same city that are administered independently, each office is considered a different site.

In consideration of the payment of the appropriate subscription fee, the Institutional Subscriber and the Publisher agree to adhere to the following guidelines:

1. The Institutional Subscriber will undertake all necessary authentication and verification processes to ensure that only Authorized Users can access Journals.
2. The Publisher maintains Journals as a service to its members and the scientific/technical/medical community. The Publisher holds the copyright for all works published in Journals, as a compilation and as to the individual articles, collectively and individually, unless otherwise expressly noted.
3. All use of Journal content is subject to applicable Copyright law and reproduction of Journal content is allowed only as follows:
 - A. **Downloading:** Downloading, printing, or saving of content for personal, non-commercial use is permissible. Systematic downloading is forbidden.
 - B. **Commercial Redistribution:** No commercial use (e.g. downloading, posting of a file, or printing to resell or distribute) of any articles is permitted without prior, express written permission of the Publisher.
 - C. **Interlibrary Loan:** Inter Library Loan of articles or components in any electronic or digital form is allowed under [CONTU \(National Commission on New Technological Uses of Copyright Works\)](#) guidelines, provided only a limited number of copies of such articles will be made and distributed.
 - D. **Braille Transcription:** The Institutional Subscriber may transcribe any portion of a Journal into "Braille" script or enlarged type for Authorized Users who are visually impaired.

- E. **Course Packs:** Contributors of articles published in the Journal(s) who are faculty members of the Institutional Subscriber may use those articles in any course pack they compile without charge. All other articles used in course packs will require written permission for inclusion. Similarly, contributors may store their articles in electronic reserve rooms for access by their students as part of their course work, and for in house training programs of the contributor's employer.

4. Institutional Subscriber agrees to the following:

- A. The Institutional Subscriber is responsible for creating and maintaining reasonable security measures, and posting policies consistent with the rights and restrictions described in these guidelines to ensure that only Authorized Users can access Journals. The Institutional Subscriber is prohibited from making agreements for access to the Journals with individuals, organizations, vendors, affiliates, or partners, which are not parts of the same institution purchasing this subscription. The Institutional Subscriber affirms that all IP addresses in the range listed for authorization are specifically controlled by the institution for workstations under its administrative control and for the use of individuals who meet the Authorized User definition above. The Institutional Subscriber is responsible for maintaining the list of IP addresses of all Authorized Users.
- B. If the Institutional Subscriber becomes aware of unauthorized access to Journals, it will notify Publisher immediately and cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, the Publisher has the right to withhold, suspend, or terminate access to all or any portion of the Journal(s)' web site, without liability.
- C. The Institutional Subscriber agrees not to remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use which the Publisher may post on the site in order to inform users about system features, terms of use, or copyright notices.

5. **SUBSCRIPTION ACCESS:** The Publisher provides Journal access only for the term of this subscription; and does not undertake to ensure future access to the online archives once the subscription term has expired. The Publisher intends to retain full-text versions of all articles for all past issues posted online and continue to make this database available to all currently active subscribers. However, because Publisher cannot be certain of future technology, storage, or maintenance costs, this access cannot be guaranteed. The Publisher reserves the right to remove all or portions of the archive of past issues. Only current subscribers may access materials under access control.

6. **TECHNICAL ACCESS:** The Publisher intends for the site to be available 24-hours per day, 7 days per week. However, the Publisher **WILL NOT BE LIABLE FOR DAMAGES OR REFUNDS SHOULD THE SITE BECOME UNAVAILABLE TEMPORARILY OR ACCESS TO THE SITE BECOMES SLOW OR INCOMPLETE** due to system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make the site inaccessible for the library's users.

7. **WARRANTY:** While the Publisher seeks to ensure the accuracy of content posted online, the Publisher does not warrant or guarantee its accuracy, completeness, merchantability, or fitness for a particular purpose. In no case shall the publisher liability for any content or accessibility problems with the site

exceed the amount of subscription fees paid for the journal(s) during the 6-month period preceding any claim or notice of damages.