Abridged version of License Agreement 2012-2013

2. Authorized Users

2.1 The persons described below will be deemed to be Authorized Users for purposes of this License Agreement. If Subscriber is:

[...]

2.1.5 a NOT-FOR-PROFIT CORPORATION OR ORGANIZATION (a society, association, or other membership organization, or a research institute, exempt from corporate income tax), Authorized Users are full- and part-time employees (whether on a permanent, temporary, or contract basis), consultants under contract with the Subscriber (during the term of such contracts), guest scientists and members of other organizations with which the Subscriber is working together in a common scientific project who are all permitted to access the Secure Network from within the Authorized Sites, and Walk-In Users.

2.2 Authorized Users also include persons affiliated with remote sites of Subscriber as specified in Schedule A, provided such persons will work from, or otherwise maintain affiliation with, these access sites.

2.3 Persons at any entity related to or affiliated with Subscriber, but not a part of Subscriber, will not be deemed “Authorized Users” without GSW’s express consent.

3. Permitted Uses

3.1 The Subscriber may, subject to Section 4 (Prohibited Uses):

3.1.1 Allow Authorized Users (including Walk-in Users, if any) to have access to the Licensed Material via the Secure Network. The number of concurrent Authorized Users permitted to access the Licensed Material online is unlimited.

[...]

3.1.3 Provide single printed or electronic copies of single articles at the request of individual Authorized Users.

3.1.4 Provide interlibrary loans of single printed articles or copies of single articles provided via secure interlibrary loan software at the request of institutions and organizations with which the Subscriber customarily maintains interlibrary loan arrangements.

3.1.5 Display, download or print the Licensed Material for the purpose of internal promotion or testing, or for training Authorized Users.

3.2 Subscriber will take all customary and reasonable actions to inform Authorized Users that they may, subject to Section 4:

3.2.1 Search, view, retrieve and display the Licensed Material.

3.2.2 Electronically download and save parts of the Licensed Material for personal use.

3.2.3 Print off single copies of parts of the Licensed Material.

3.2.4 Incorporate parts of the Licensed Material in Electronic Reserves for the use of Authorized Users in the course of instruction, or research, and create multiple copies of a discrete excerpt from the Licensed Material for classroom instruction use, or for research purposes, consistent with existing “fair use” law and regulation, and provided that each such copy carries appropriate
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4.2.4 Alter, abridge, adapt or modify the Licensed Material, except to the extent necessary to make it perceptible to Authorized Users on a computer screen or as otherwise permitted in this License Agreement.

[...]

6. Subscriber’s Obligations

[...]

6.3 Subscriber will use reasonable efforts to ensure that only Authorized Users are permitted access to the Licensed Material. Subscriber will be responsible for the issuance, confidentiality and security of the identification password(s) that may be issued by Subscriber to Authorized Users, and will give prompt notice to GSW of any known or suspected breach of confidentiality or security with respect thereto. Subscriber agrees that allowing access to the Licensed Material to persons who are not Authorized Users constitutes a material breach of this License Agreement if the Subscriber knew or reasonably should have known that such person was not an Authorized User.

6.4 Subscriber will use its best reasonable efforts to ensure that Authorized Users are notified of the importance of respecting the intellectual property rights in the Licensed Material and of the sanctions that may be imposed or claims that may be made for failing to do so, and that Authorized Users are notified of and comply with the terms and conditions of this License Agreement. [...]