TERMS AND CONDITIONS

1) COMMENCEMENT AND DEFINITIONS

"Authorised User" shall mean an individual who is authorised by the Customer to access the Customer's information services available through the Customer's Secure Network and who is:

- if the Customer is an academic or educational institution or public library: (i) affiliated with the Customer as a current student, faculty member, library patron, employee or contractor whether from a computer or terminal on the Customer's Secure Network, or offsite via a modern link to a valid IP address on the Customer's Secure Network; or (ii) physically present on the Customer's premises; and
- in all other cases: an employee or contractor of the Customer or an Affiliate;

"Commercial Use" shall mean use for the purposes of monetary reward (whether by or for the Customer, an Authorised User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation of the Publications;

"Non-Commercial Text And Data Mining" shall mean Text And Data Mining for the sole purpose of research for a non-commercial purpose;

"Text And Data Mining" shall mean, in relation to any Publication(s) or any portion thereof, performing a computational analysis of anything recorded in that (those) Publication(s) or portion;

2) GRANT OF ACCESS, PERMITTED USE AND LIMITATIONS ON USE

2.2 For each Publication, respectively, the Customer shall be entitled to do the following on a non-exclusive and non-transferable basis for the Publication Term and subject to any concurrency restriction(s) and the terms of the Legal Notice for that Publication (including any Usage Rights specified in the Legal Notice) to allow Authorised Users at the Sites for the purposes of research, teaching, and private study to:

2.2.1 access the Server by means of a Secure Network in order to search the Publication and to view, retrieve, and display portions thereof;

2.2.2 save and print out single copies of portions of the Publication;

2.2.3 if the Customer is an academic institution, incorporate links to the Publication in electronic course packs and course management systems for use in connection with courses offered by the Customer for academic credit provided that no person other than an Authorised User may use such links;

2.2.4 transmit links to the Publication to other Authorised Users;

2.2.5 provide print or electronic copies of all or any part of the Publication to national or international regulatory authorities for the purposes of, or in anticipation of, regulatory approval and/or trademark applications or other
regulatory purposes in respect of the Customer's products or services;

2.2.6 If the Customer is an academic institution, permit an Authorised User to make a copy of the Publication(s) or portions thereof in order for that Authorised User to carry out Non-Commercial Text And Data Mining in relation to the Publication(s) or portions thereof, provided that:

(i) any such copy is made solely 'in order for that Authorised User to carry out such Non-Commercial Text and Data Mining;

(ii) any such copy is accompanied by a sufficient acknowledgement, including without limitation acknowledgement if any results of such Non-Commercial Text and Data Mining are published;

(iii) any such copy is not transferred to any other person, nor is any such copy used for any purpose other than as provided in sub-Clause 2.2.6 (i) above (in either of the foregoing cases, unless the Publisher provides prior written consent);

(iv) any such copy is promptly destroyed once it is no longer necessary for the relevant Non-Commercial Text and Data Mining; and

(v) the Authorised User complies with all Publisher usage policies communicated to the Authorised User or made available to Authorised User, including without limitation any security measures and conditions of access.

2.3 For the avoidance of doubt the Customer and Authorised Users may not:

2.3.1 remove or alter Publisher's copyright notices or other means of identification or disclaimers as they appear in the Publications;

2.3.2 systematically make multiple printed or electronic copies of portions of the Publications for any purpose except as permitted by law or as authorised by Publisher;

2.3.3 display or distribute any part of the Publications on any electronic network, including without limitation, the Internet and the World Wide Web, other than the Secure Network;

2.3.4 permit anyone other than Authorised Users to access or use the Publications; and

2.3.5 use all or any-part of the Publications for any Commercial Use.

(…)

2.5 Where the Customer is an academic library, or library which is part of a non-commercial organisation, then notwithstanding any restriction in Clause 2.3, the Publisher hereby grants the Customer the non-exclusive right during the Publication Term for each Publication, respectively, to supply (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted after printing) another academic library or library which is part of a non-commercial organisation, for the purposes supplying an Authorised User of the recipient library with a single copy of an electronic original of an individual document from a Publication for the purpose of research or private study and not for Commercial Use.

(…)

7) ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

7.1 The Customer acknowledges that all copyrights, patent rights, Publisher Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Publications (collectively the "Publisher Intellectual Property"), are owned or controlled by Publisher and that this Agreement does not convey to the Customer any right, title, or interest therein except for the right to use the Publications in accordance with the terms and conditions of this Agreement.

7.2 The Customer acknowledges that neither it nor any Authorised User may create any derivative work based on the Publications except as permitted by Clause 2.2.4 or with the prior written permission of the Publisher.

(…)