

Symposium Journals Terms and Conditions of Use for PERii members

1. Scope of License

This Agreement permits simultaneous access to Symposium Journals online resources by Authorized Users at the Subscribing Institution identified by the Subscribing Institution's relevant IP addresses representing a single, local network at the Subscribing Institution's nominated site.

"Authorized Users" are defined as:

- employees, faculty, staff and students who are officially affiliated with the Subscribing Institution's library facilities
- persons affiliated with remote sites or campuses of the Subscribing Institution that are administered from the Subscribing Institution's site or campus (but not persons affiliated with remote sites or campuses with a separate administrative staff who will need to register separately if eligible)
- Remote access by authorized users via the subscribing institution's proxy server is permitted.
- "Authorized Users" may also include users from the general public (walk in users) who are permitted by the Subscribing Institution to access the Journals from designated terminals within the Subscribing Institution's IP site.
- Where static IP ranges are not available, the publisher is unable to provide access via a username and password system.

The agreement applies only to individuals working in eligible institutions/organisations plus those individuals working within research institutes without a library or formal information collection where there is a requirement for online learned information. All such individuals must be working within a not-for-profit environment.

2. Responsibility

The Subscribing Institution is responsible for any access to or use of the Journals, and will use all reasonable efforts ensure that there is no unauthorized access and use through its site, and to correct in a reasonable time any violations that have been brought to the Subscribing Institution's attention by written notification from the Publisher.

Authorised Users:

The institution agrees to use best efforts to ensure that only Authorised Users are accessing the resources via their secure network.

Terms and Conditions of Use:

The institution agrees to use best efforts to ensure that Authorised Users are aware of and uphold the terms and conditions in this license.

The institution agrees to notify the country coordinator, INASP and the Publisher should it become aware of any breach of the terms of conditions of this license and will make best efforts to ensure that any breach discontinues and is prevented in the future.

Use and Issue of Passwords:

Where given, the institution agrees to use best efforts to ensure that Authorised users do not share their usernames and passwords – an INASP document relating to this can be found here: <http://www.inasp.info/uploaded/documents/INASP%20policy%20on%20username%20and%20password%20access.pdf>.

3. Permitted Use

The Authorized Users are permitted online access to those journal issues to which it holds or held valid subscriptions, and may download, save, or print text, search results or other information solely for the private use or research of the Authorized Users.

The Subscribing Institution may use the Journals for educational resources such as "electronic reserves" and "class-packs" provided solely to Authorized Users, subject to normal reproduction fees under copyright law.

The electronic form may be used as a source for Inter-Library Loan whereby articles can be printed and these print copies be delivered via postal mail or fax to fulfil Inter-Library requests from an academic, research or other non-commercial library.

The above will be undertaken in line with fair use principles and guidelines.

4. Prohibitions on Certain Uses

Altering, recompiling, systematic or programmatic copying, reselling, redistributing, publishing or re-publishing the Journal content or any part thereof without explicit permission from the copyright holder is prohibited.

Systematic downloading, service bureau redistribution services, printing for "fee-for-service" purposes and/or the systematic making of electronic copies for transmission to non-subscribers or non-subscribing institutions are prohibited.

Downloading of Journals or parts of Journals to form a persistent local archive is not allowed without the expressed written permission of the Publisher.

Removing, obscuring or modifying copyright notices, text acknowledging or other means of identification or disclaimers as they appear is prohibited.

5. Usage Statistics

The institution agrees that the publisher, licensee's institution/organisation, country coordination team, and representatives of INASP's PERii programme are permitted to collect and distribute usage data. This will be done in a way that complies with privacy and data protection laws that may apply.

6. Withdrawal of Journals or Parts of Journals

The Publisher reserves the right to withdraw from this Agreement any of the Journals or any part of any of the Journals in order to comply with any legal rule or court order, or if the Publisher is at risk of liability from the continued availability of the Journal or part of it.

7. Copyright

Copyright in the Publisher's Journals and their contents, including the abstracts, is vested in the Publisher, whose proprietary and publishing rights are protected under national and international law. Neither Authorized Users nor the Subscribing Institution shall have any proprietary right in any of the Journals by reason of their access to them.