Single Site Institutional License Agreement

Licensor

Mary Ann Liebert, Inc., 140 Huguenot St., New Rochelle NY 10801-5215, USA

Licensee

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Basic Business Terms

Authorized Users are defined as employees, faculty, staff and students who are officially affiliated with the Licensee, and persons affiliated with remote sites or campuses of the Licensee that are administered from the Licensee's site or campus (but not persons affiliated with remote sites or campuses with a separate administrative staff). Authorized Users may also include users from the general public who are permitted by the Subscribing Institution to access the Journals from designated terminals within the Subscribing Institution's IP site.

Fees are due and payable by Licensee thirty (30) days after the date of invoice from Licensor. All amounts payable by the Licensee under this Agreement shall be exclusive of any sales, use, value added or similar taxes.

1. Scope of License Agreement

This License Agreement permits simultaneous access to the Licensed Material by the Licensee's Authorized Users. Remote access by authorized users via the subscribing institution’s proxy server is permitted. Access to the available archive of the Licensed Material will be provided at no additional charge with a current, paid subscription. Post-Cancellation Access terms, outlined in 6 below, will apply to this archive material.

2. Responsibility

The Licensee shall take reasonable steps to prevent unauthorized use. Licensee will not be liable to the Publisher for breach of the terms of this agreement so long as licensee did not intentionally assist in or encourage such breach or permit such breach to continue after having actual notice thereof. The Licensee will make reasonable efforts to ensure that there is no unauthorized access, and to correct in a reasonable time any violations that have been brought to the Licensee's attention by written notification from the Publisher.

3. Permitted Use

The Authorized Users are permitted online access to the Licensed Material and may download, save, or print text, search results or other information solely for the private use or research of the Authorized Users. The Licensee 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 in compliance with Section 108 of the United States Copyright Law (17 USC §108,
4. Prohibitions on Certain Uses

Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Material.

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, (e.g., spidering), service bureau redistribution services, printing for “fee-for-service” purposes and/or the systematic making of electronic copies for transmission to non-subscribers are prohibited.

Downloading of Journals or parts of Journals to form a persistent local archive is prohibited.

5. Withdrawal of Journals or Parts of Journals

The Licensor 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 Licensor is at risk of liability from the continued availability of the Journal or part of it.

6. Post-Cancellation Access

Post-Cancellation Access rights are granted to the volume year of the Licensed Material to which a subscription was paid. The Licensee may acquire Post-Cancellation Access rights to the archive, volume years of the Licensed Material, for which no subscription fee has been paid, on payment of a one-time fee. This fee will be based on the number of articles from the Licensed Material included in the archive.

After the date of expiry or termination of this Agreement the Licensee will, subject to the terms and conditions set forth in this Agreement, continue to have access to the Licensed Material for which Post-Cancellation Rights have been paid. Such access will be at no additional charge providing the Licensee maintains at least one, current electronic subscription to content published by the Licensor. In the event that the Licensee fails to maintain a current electronic subscription to content published by the Licensor, the Licensor will continue to provide access to the Licensed Material only upon payment of an annual access fee.

7. Copyright

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

8. Usage Statistics

The Licensor warrants that its platform gives librarians/administrators functionality to generate COUNTER-compliant statistics.
9. Licensor's undertakings

The Licensor shall indemnify and hold the Licensee harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming that the Licensee's use of the Licensed Material within the terms permitted in this License Agreement infringes any copyright or other proprietary or intellectual property rights of any natural or legal person. This indemnity shall survive the termination of this License Agreement for any reason. This indemnity shall not apply if the Licensee has modified the Licensed Material in any way not permitted by this License Agreement.

The Licensor shall:

Make the Licensed Material available to the Licensee and to Authorized Users from the Licensor's server.

Make available to the Licensee the electronic version of each journal covered by this License Agreement, no later than reasonably promptly after publication of the printed version.

Provide the Licensee with information sufficient to enable access to the Licensed Material.

The Licensor shall use all reasonable endeavors to:

Make the Licensed Materials available to the Licensee and to Authorized Users at all times and on a twenty-four hour basis, save for routine maintenance Ensure that its server has adequate capacity and bandwidth to support the usage of the Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this License Agreement.

Provide the Licensee with adequate and competent technical support and assistance to enable the Licensee to use the Licensed Material.

The Licensor will not disclose to any third party any information about the Licensee's business, including without limitation the list of Licensed Material or any usage statistics relating to particular journals or particular articles, without the prior written consent of the Licensee.

If you have any questions about the Mary Ann Liebert, Inc., Licensing Agreements please do not hesitate to contact our Sales Department at sales@liebertpub.com