

PNAS

Proceedings of the National Academy of Sciences

500 Fifth Street, NW ♦ NAS 340 ♦ Washington, DC 20001 ♦ USA

PHONE: 202-334-2679 ♦ FAX: 202-334-2739

E-MAIL: PNASsubsdept@nas.edu ♦ WEB: www.pnas.org

PNAS Online Subscription Terms and Conditions for Institutional Site License Subscribers

The following guidelines provide Institutional Site License Subscribers (“Subscriber”) with the terms and conditions governing rights and limitations for Internet access by Authorized Users to the online version of the *Proceedings of the National Academy of Sciences of the United States of America* (PNAS Online), published by the National Academy of Sciences (“Publisher”). These terms and conditions, effective August 1, 2006, supersede any prior understanding between the Publisher and the Subscriber regarding user access to PNAS.

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

- PNAS acceptance of the Subscriber’s completed order, and
- Receipt of the required site license fee.

1. Authorized Site and Users

“**Authorized Users**” are authenticated, current full- and part-time students, employees (including faculty, staff, affiliated researchers, independent contractors, and walk-in users), and other individuals who have legal access to the Subscriber’s facilities and computer network. Remote access is allowable to Authorized Users only if they are authenticated through a secure network. Open proxies and other non-authenticated proxy servers are prohibited.

An “**Institution**” is all parts of an organization that report to the same Chief Academic Officer or Chief Executive Officer. For multicampus academic institutions, each organization listed in the Directory of Higher Education (<http://www.educause.edu/Institutions/807>) is a separate Institution and requires its own site license. For the purposes of these terms and conditions, academic law and medical libraries are considered part of a university and part of an Institution only if they report to the same institutional Chief Academic Officer.

2. Copyright Ownership

In consideration of the payment of the site license fee, the Subscriber and Publisher agree as follows:

The Publisher holds the copyrights to the collective works published in PNAS Online. With regard to individual articles, the Publisher holds the copyright for all individual articles published in Volumes 90-105 and an exclusive license to publish individual articles beginning with articles published in Volume 106. Except for articles in the public domain, the respective authors hold copyrights in individual articles published in Volumes 1-89 and 106 to the present. PNAS Online is subject to all applicable national and international copyright laws, database protections, and other rights of the Publisher as the copyright owner and exclusive licensee. Subscriber acknowledges that it has no claim to ownership by reason of its use or access to PNAS Online. Subscriber and other

PNAS

Proceedings of the National Academy of Sciences

500 Fifth Street, NW ♦ NAS 340 ♦ Washington, DC 20001 ♦ USA

PHONE: 202-334-2679 ♦ FAX: 202-334-2739

E-MAIL: PNASsubsdept@nas.edu ♦ WEB: www.pnas.org

users of information included in PNAS Online are prohibited from removing or modifying any intellectual property notices including, but not limited to, copyright, trademark, and patents.

3. Scope of License

All use of content in PNAS Online is subject to applicable copyright law, and reproduction of PNAS Online or any portion thereof is authorized only as follows:

- a. Publisher grants to the Subscriber and its Authorized Users access to PNAS Online solely through the Subscriber's Internet protocol addresses (IP addresses) provided by the Subscriber. This grant extends only to the Subscriber and such Authorized Users individually and may not be transferred or extended to others. All rights not expressly granted herein are reserved to PNAS Publisher.
- b. Downloading, printing, or saving of text for personal, noncommercial use is permissible. These terms and conditions do not permit the downloading of entire issues of PNAS Online, and systematic downloading is prohibited. Recompiling, copying, reselling, redistributing, publishing, modifying, displaying, or republishing of any journal text, search results, or other information in PNAS Online, or any portion thereof, in any form or medium now or hereafter known may be done only with the written authorization of the Publisher. Notwithstanding the foregoing, the Subscriber may download, print, or save text for distribution to Authorized Users in the form of "coursepacks" (defined herein as a selected compilation of articles, whether in print or electronic format, intended to be made available to Authorized Users who would otherwise have personal access to each of the articles individually) in connection with classroom use. The Subscriber and Authorized Users may only use this online access in a way that conforms to these terms and conditions and all applicable laws and regulations.
- c. Commercial Redistribution: No commercial use (e.g., downloading, posting of a file, or printing to resell or distribute) of any article or any portion of PNAS Online is permitted without prior, express written permission from the Publisher.
- d. InterLibrary Loan of articles or portions thereof from PNAS Online in electronic or digital form are authorized only as provided in CONTU (National Commission on New Technological Uses of Copyright Works) guidelines, and in compliance with Section 108 of the Copyright Act of 1976, as amended.
- e. Accessible Format Versions: The Subscriber may create a verbatim alternative print or audio format version or other accessible formats of any portion of PNAS Online into Braille script or enlarged type for Authorized Users who are print-disabled.

PNAS

Proceedings of the National Academy of Sciences

500 Fifth Street, NW ♦ NAS 340 ♦ Washington, DC 20001 ♦ USA

PHONE: 202-334-2679 ♦ FAX: 202-334-2739

E-MAIL: PNASsubsdept@nas.edu ♦ WEB: www.pnas.org

- f. **Contributing Authors:** Authors of articles published in PNAS Online who are Authorized Users of the Subscriber may use their articles in accordance with the terms and conditions of the PNAS Copyright Assignment or PNAS License to Publish, as applicable, which provides in part that authors retain the right to use all or part of the work in compilations or other publications of the author's own works, and to make copies of all or part of the work for the author's use in lectures, classroom instruction, or similar uses. All other PNAS articles used in coursepacks are subject to conventions applicable in the country of the user.

4. Institutional Site License Subscriber Agrees to the Following:

- a. The Subscriber will undertake all necessary authentication and verification processes to ensure that only Authorized Users can access PNAS Online.
- b. The Subscriber is solely responsible for creating and maintaining reasonable security measures and for posting policies that do not contradict the rights and restrictions described in these guidelines to ensure that only Authorized Users have access to PNAS Online.
- c. The Subscriber is prohibited from entering into agreements for access to PNAS Online with any other individuals, organizations, vendors, affiliates, or partners.
- d. The Subscriber affirms that all IP addresses in the range listed for authorization are specifically under its administrative control for the use of Authorized Users as defined herein. The Subscriber is responsible for maintaining the list of IP addresses of all Authorized Users. Unauthorized use of a Subscriber's IP address to access PNAS Online, with or without the Subscriber's knowledge, is a violation of these terms and conditions.
- e. If the Subscriber becomes aware of unauthorized access to PNAS Online, it will notify the Publisher immediately and cooperate in locating and attempting to stop the specific individual(s) who is violating the terms and conditions of the site license. If the specific abuser(s) cannot be identified or stopped by the reasonable efforts of the institution, PNAS has the right to withhold, suspend, or terminate access to all or any portion of the journal's web site, without liability.
- f. The Subscriber agrees not to remove, cover, overlay, obscure, block, or change any statements that PNAS may post on the web site to inform users about system features, terms of use, or copyright conditions.

5. Terms and Fees

The Publisher provides access through the PNAS web site for the term of the site license only, but has taken several measures to ensure future access to the online archives once the site license term has expired. These include hosting all back content on the PNAS web site and delivering all back

PNAS

Proceedings of the National Academy of Sciences

500 Fifth Street, NW ♦ NAS 340 ♦ Washington, DC 20001 ♦ USA

PHONE: 202-334-2679 ♦ FAX: 202-334-2739

E-MAIL: PNASsubsdept@nas.edu ♦ WEB: www.pnas.org

content to PubMed Central for free public access and to JSTOR for institutions with JSTOR membership. PNAS intends to retain full-text versions of all articles for all past issues posted online and to continue to make this database available to all currently active Subscribers. However, because PNAS cannot be certain of future technology, storage, or maintenance costs, this access cannot be guaranteed. Only current Subscribers may access materials under access control.

PNAS

Proceedings of the National Academy of Sciences

500 Fifth Street, NW ♦ NAS 340 ♦ Washington, DC 20001 ♦ USA

PHONE: 202-334-2679 ♦ FAX: 202-334-2739

E-MAIL: PNASsubsdept@nas.edu ♦ WEB: www.pnas.org

6. Technical Access

PNAS intends for the web site to be available 24 hours per day, 7 days per week. However, PNAS does not guarantee access, and will not be liable for damages or refunds should the site become unavailable temporarily or if 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 that may from time to time make the site inaccessible for the Subscriber's users.

7. Warranty

While PNAS seeks to ensure the accuracy of content posted online, PNAS does not warrant or guarantee the accuracy, completeness, merchantability, or fitness for a particular purpose of PNAS Online. In no case shall the Publisher liability under these terms and conditions exceed the amount of site license fees paid for PNAS Online during the 6-month period preceding any claim or notice of damages, and in no event will the Publisher be liable for exemplary, special, indirect, incidental, or consequential damages arising out of or in connection with the subscription or licenses granted hereunder.

PNAS

Proceedings of the National Academy of Sciences

500 Fifth Street, NW ♦ NAS 340 ♦ Washington, DC 20001 ♦ USA

PHONE: 202-334-2679 ♦ FAX: 202-334-2739

E-MAIL: PNASsubsdept@nas.edu ♦ WEB: www.pnas.org

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

Publisher

BY: _____ DATE: _____

Signature of Authorized Signatory of Publisher

Print Name: Diane Sullenberger

Title: Executive Editor

Telephone No: 202-334-2679

Email: PNASsubsdept@nas.edu

Subscriber:

BY: _____ DATE: _____

Signature of Authorized Signatory of Licensee

Print Name:

Title:

Telephone No:

Email: