

# Subscription Agreement for Institutional Single Site Internet Access to *Longwoods Publishing Corporation*

This document provides the publisher's (Longwoods Publishing Corporation; 8-260 Adelaide St. East, Toronto, ON M5A 1N1; 416-864-9667; registrar@longwoods.com) Guidelines for Institutional Subscribers regarding Internet Access to Longwoods' Journals' content.

For the purposes of this document:

- **Internet Access** is defined as the viewing and use of subscribed Journal content online via the World Wide Web.
- An **Institution** includes all parts of a single organization in a single geographic location.
- **Authorized Users** are persons with a current, authenticated affiliation to the subscribing Institution. This includes full-and part-time students and employees (including faculty, staff, affiliated researchers and independent contractors) plus other individuals who have permission to use the public computers on the subscribing institution's campus. Authorized users may be allowed to use automated programs to access Longwoods journal content online for the purpose of indexing.
- **Publication:** These guidelines are applicable to the each of the journal or database titles listed below.

Healthcare Quarterly	Healthcare Policy
Electronic Healthcare	Nursing Leadership (CJNL)
Healthcare Papers	World Health & Population
Law & Governance	

Upon receipt of the Institutional subscriber's completed order(s) and the required subscription fee(s), the publisher will issue a valid account number for use in the activation of the online Journal or Journals. By purchasing a subscription to a Journal, the Institutional subscriber agrees to the terms of these Guidelines.

## **Institutional subscribers and publishers agree to the following terms and conditions:**

**1. SUBSCRIPTION ACCESS:** An online subscription permits unlimited simultaneous Internet Access to complete Journal content by Authorized Users for the entire subscription term. Secure proxy access from off campus locations is allowed.

**2. COPYRIGHT:** Unless otherwise noted, publishers hold the copyright on all materials published in Journals, whether in print or electronic form, both as a compilation and as individual articles. All Journal content is subject to database protections and "fair use" provisions of Canada or applicable international copyright laws [<http://www.cb-cda.gc.ca/act-loi/index-e.html>]. Longwoods Publishing does have an open access option for some of its journals, these articles will be clearly marked online. All Longwoods' Open Access articles are published under the [Creative Commons Attribution-NonCommercial 4.0 Unported](#) (CC BY-NC 4.0) license which was developed to facilitate free immediate access to and unrestricted use of original works.

**3. AUTHORIZED USE:** Authorized users are permitted to reproduce or disseminate journal content within the parameters of applicable copyright law. The following uses are specifically authorized:

- Downloading:** Downloading, printing, or saving of Journal content for the purposes of research, teaching, and/or private study by Authorized Users is permissible. Systematic downloading (by robots or other automatic processes) is prohibited without explicit publisher approval.
- Accessibility:** Institutional subscribers may transcribe any portion of Journal content into Braille script, enlarged type or other appropriate version in order to allow Authorized Users with disabilities to access Journals.
- Course Packs:** Institutional subscribers may include limited portions of Journal content, in printed or digital format, in the preparation of course packs or other educational materials for Authorized Users.
- Interlibrary Loans:** Licensee may fulfill interlibrary loan requests in accord with Copyright Act (R.S.C., 1985, c. C-42).

#### 4. RESTRICTIONS:

- a. **Non-authorized users:** Except as specifically provided elsewhere in these guidelines, Institutional subscribers are prohibited from making agreements for access to Journal content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.
- b. **Commercial redistribution:** No direct commercial re-use (e.g. downloading, posting of a file, or printing to sell or distribute to any non-authorized user) of any Journal content is permitted without prior, express written permission of publishers. Permission is granted, however, to provide a limited amount of print or electronic Journal content for purposes of regulatory approval, patent and/or trademark applications or other legal or regulatory purposes.
- c. **Removal of copyright notice:** Institutional subscribers agree not to remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use.
- d. **Modification:** Institutional subscribers shall not modify or create a derivative work of any Journal content without the prior written permission of publishers.

**5. AUTHENTICATION:** Institutional subscribers will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access subscribed Journal content online.

- a. **IP addresses:** Institutional subscribers affirm that all Internet Protocol ("IP") addresses provided for use of online Journals are controlled by the Institution exclusively for Internet Access by Authorized Users. Alternate methods of access are available to institutions who do not have a static IP, please contact [subscriptions@longwoods.com](mailto:subscriptions@longwoods.com) for more information.
- b. **Abuse:** If Institutional subscribers become aware of unauthorized access to Journals, they will notify publishers immediately and cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, publishers have the right to withhold, suspend, or terminate access to any or all Journal content, without liability.

**6. TECHNICAL ACCESS:** Publishers intend for Journal web sites to be available 24 hours per day, 7 days per week. However, publishers WILL NOT BE LIABLE FOR DAMAGES OR REFUNDS SHOULD A SITE BECOME UNAVAILABLE TEMPORARILY OR ACCESS TO A 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 which may from time to time make Journal content inaccessible to Institutional subscribers. Publishers will make reasonable efforts to notify Institutional subscribers of any unusually extended interruptions and will attempt to restore access to sites as soon as possible.

**7. WARRANTY:** Publishers affirm they have obtained any and all necessary permissions to license Journal content, and that use of such content by Authorized Users in accordance with these guidelines shall not infringe the copyright of any third party. While they seek to ensure the accuracy of content posted online, publishers DO NOT WARRANT OR GUARANTEE ITS ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Neither publishers nor Institutional subscribers shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Journal content.

**8. SEVERABILITY:** If any portion of these Guidelines turn out to be invalid, illegal, under dispute, unenforceable or in conflict with the law of any jurisdiction, the rest of the provisions shall remain applicable.

**9. DISPUTES:** In the event of any dispute or controversy arising out of or relating to these Guidelines, the publisher and Institutional subscriber agree to exercise their best efforts to resolve the dispute as soon as possible. Any dispute that cannot be resolved by mutual agreement shall be subject to mediation or binding arbitration subject to the jurisdiction nearest to the publisher's headquarters. Both parties shall, without delay, continue to perform their respective obligations that are not affected by the dispute. In no event shall a dispute arising under the terms of these guidelines, between a participating publisher and an Institutional subscriber, subject any other participating publisher to joint and several liability or shared legal responsibility of any kind.

Revised: March 24, 2016