

American Academy of Pediatrics

DEDICATED TO THE HEALTH OF ALL CHILDREN™



Terms for Internet Access to Journals of the American Academy of Pediatrics Site License

The following terms are an agreement (the “Agreement”) governing Internet Access to Journal content (see list of Journals below¹) of the American Academy of Pediatrics (“AAP”) by Institutional Subscribers. Please read these terms carefully.

For the purposes of this Agreement:

“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 that are located within the same city and administered centrally. All others are considered multi-site institutions and should contact institutions@aap.org for subscription options and terms.

“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.

“Journal” means each of the journal titles listed below¹.

“Subscribed Materials” means the electronic material subscribed to during the Subscription Period.

“Subscription Fee” means the applicable fees for access to Journal content. For the avoidance of doubt, the Subscription Fee shall be exclusive of any sales, use, value added or similar taxes and International shipping fees, where applicable. The Institutional Subscriber will be liable for any such taxes or charges in addition to the Subscription Fee.

“Subscription Period” means the period for which the Institutional Subscriber has ordered a Journal.

Upon receipt of the Institutional Subscriber's completed order and the required Subscription Fee, the AAP will issue new Institutional Subscribers a valid permanent AAP ID 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 this Agreement with respect to such Journal content.

Institutional Subscriber agrees to the following terms and conditions:

1. **SUBSCRIPTION ACCESS:** An online subscription permits unlimited simultaneous Internet Access to complete Journal content, including backfiles (e-Archives) by Authorized Users for the entire Subscription Period. Secure proxy access from off campus locations is allowed.

2. **COPYRIGHT:** Unless otherwise noted, the AAP holds the copyright on all materials published in Journals, whether in print or electronic form, both as a compilation and as individual articles. The only rights to the Subscribed Materials granted to Institutional Subscriber are the rights to use the Subscribed Materials in accordance with this Agreement, and all rights not specifically granted herein are reserved by the AAP. All Journal content is subject to the legal doctrine of "fair use" under U.S. or applicable international copyright laws. Nothing in this Agreement shall give either Institutional Subscriber or the AAP the right to use the other's trade names, trademarks or service marks.

3. **AUTHORIZED USE:** Authorized Users are permitted to reproduce or disseminate Journal content within the parameters of applicable copyright law subject to the restrictions in Section 4 below. The following uses are specifically authorized:

- a. Institutional Subscriber may fulfill interlibrary loan requests from other institutions via fax or paper document delivery under CONTU (National Commission on New Technological Uses of Copyright Works) guidelines [https://www.copyright.com/Services/copyrighoncampus/content/ill_contu.html]. Redistribution of Subscribed Materials to non-authorized users in electronic or digital form is permitted via secure transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing.
- b. Institutional Subscriber may transcribe any portion of the Subscribed Materials into Braille script, enlarged type or other appropriate version in order to allow Authorized Users with disabilities to access Journals.
- c. Search, view, display, print, download and save individual articles of the Subscribed Materials for the purposes of research, teaching and/or private study.
- d. Distribute copies of individual articles or items of the Subscribed Materials in print or electronic form to other Authorized Users for the purposes of research, teaching and/or private study unless otherwise noted in Restrictions below..
- e. Store insubstantial portions of the Subscribed Materials on internal databases for later retrieval.
- f. Supply print or electronic copies of individual articles from the Subscribed Materials to regulatory authorities for regulatory purposes.
- g. Supply single print or electronic copies of individual articles or parts of articles taken from the Subscribed Materials to individual patients on request or on an ad-hoc basis for medical information purposes, provided that such dissemination does not result in distribution of a substantial or material portion or volume of the Subscribed Materials.
- h. Disclose portions of Subscribed Materials in connection with any legal and/or patent proceedings and/or if requested pursuant to an order of a competent court or administrative agency.

- i. Display, download or print the Subscribed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.

4. RESTRICTIONS:

- a. Except as specifically provided elsewhere in this Agreement, Institutional Subscriber is prohibited from making agreements for access to Subscribed Materials with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.
- b. Institutional Subscriber shall use, and permit its Authorized Users to use, the Subscribed Materials only for the purposes of research, teaching and/or private study.
- c. Institutional Subscriber shall not use any Subscribed Material in course packs (print or electronic) or other written materials distributed to students without the separate written approval of the AAP.
- d. Institutional Subscriber agrees not to remove, cover, overlay, obscure, block or change any copyright notices, disclaimers or other proprietary legends already incorporated in the Subscribed Materials and to include such items in copies or partial copies of articles in the Subscribed Materials, in whatever form, that are supplied to third parties who are not Authorized Users as permitted in this Agreement.
- e. Institutional Subscriber shall not use or distribute, or permit any third party to use or distribute, the Subscribed Material in any commercial manner.
- f. Institutional Subscriber shall not modify the Subscribed Material or prepare derivative works based upon the Subscribed Materials nor permit its Authorized Users to do so.
- g. Institutional Subscriber shall not systematically download (by robots or other automatic processes) portions of the Subscribed Materials or permit its Authorized Users to do so, without explicit approval of the AAP. The foregoing shall not restrict the indexing of materials for search purposes.
- h. Institutional Subscriber shall not post or distribute any part of the Subscribed Material on any electronic network other than an internal network accessible only by Institutional Subscriber's Authorized Users as permitted herein, including any hosting or mirroring of the Subscribed Materials, and in no event shall it post or make available Subscribed Material to the public via the Internet or World Wide Web.

5. AUTHENTICATION: Institutional Subscriber will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access Subscribed Materials online.

- a. IP addresses: Institutional Subscriber affirms that all IP addresses provided for use of Subscribed Materials are controlled by the Institution exclusively for Internet Access by Authorized Users.
- b. Administrator Usernames and Passwords: Subscription administrators of the Institutional Subscriber will make reasonable efforts to maintain the confidentiality of any administrator usernames and passwords provided by the AAP for administration of Internet Access.
- c. Abuse: If Institutional Subscriber becomes aware of unauthorized access to Subscribed Materials, it will notify the AAP 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, the AAP has the right to withhold, suspend, or terminate access to any or all Subscribed Materials, without liability to Institutional Subscriber.

6. TECHNICAL ACCESS:

- a. The AAP intends for web sites hosting Subscribed Materials to be available 24 hours per day, 7 days per week. However, the AAP WILL NOT BE LIABLE FOR DAMAGES OR REFUNDS SHOULD A SITE BECOME TEMPORARILY UNAVAILABLE OR IF 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 Subscriber. The AAP will make reasonable efforts to notify Institutional Subscriber of any unusually extended interruptions and will attempt to restore access to Subscribed Materials as soon as possible.
- b. The AAP will make available the electronic copy of each Journal issue within 3 days of releasing the printed version.
- c. The AAP will take commercially reasonable efforts to ensure that its web servers have adequate capacity and bandwidth to support the usage of the Subscribed Materials at a level commensurate with the standards of availability for online information services of similar scope operating via the World Wide Web, as such standards evolve from time to time over the term of this Agreement.

7. USAGE STATISTICS: The AAP will make available to the Institutional Subscriber usage statistics for the Institutional Subscriber's online usage of Subscribed Materials. Usage statistics will describe usage for all IP addresses or usernames and passwords registered by the Institutional Subscriber as part of this Agreement. Such usage statistics will be COUNTER compliant.

8. RENEWAL: The initial term of the Subscription Period is 12 months. Prior to expiration, the AAP will send renewal notice(s) and Institutional Subscriber may elect to renew the Subscription Period for an additional 12 month period(s) by paying the renewal fee when due. If Institutional Subscriber's payment is not received by the AAP by expiration of the Subscription Period, the AAP will discontinue Institutional Subscriber's Internet Access to Subscribed Materials.

9. PERPETUAL LICENSE: Except for termination for breach by Institutional Subscriber, the AAP shall provide continuing access for Authorized Users to that part of the Subscribed Materials which was published during the Subscription Period in a manner and form substantially similar to the means by which access is provided under this Agreement or via a successor system or format to which the Subscribed Materials are migrated. For the avoidance of doubt, content in the e-Archive is specifically excluded from this clause.

10. WARRANTY: The AAP affirms it has obtained any and all necessary permissions to license Subscribed Materials as provided under this Agreement, and that use of such content by Authorized Users in accordance with this Agreement shall not infringe the U.S. copyright of any third party. While the AAP seeks to ensure the accuracy of Subscribed Materials posted online,

the AAP DOES NOT WARRANT OR GUARANTEE ITS ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. **LIMITS OF LIABILITY:** Neither the AAP nor Institutional Subscriber 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 this Agreement or the use of or the inability to use the Subscribed Materials, provided that the foregoing shall not apply to the extent Institutional Subscriber intentionally breaches the license granted herein. IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY ADVERSE CONSEQUENCES ARISING FROM INDEPENDENT APPLICATION OF THE CONTENT OF THE SUBSCRIBED MATERIALS TO PARTICULAR CIRCUMSTANCES OR INSTITUTIONAL SUBSCRIBER'S OR ITS AUTHORIZED USERS' RELIANCE ON THE SUBSCRIBED MATERIALS FOR ANY PURPOSE. The limit of the AAP's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to Institutional Subscriber or to any third party related to this Agreement or the Subscribed Materials, for any and all claims, shall not in the aggregate exceed the Subscription Fees paid by Institutional Subscriber hereunder.

12. **SEVERABILITY:** If any portion of this Agreement turns 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. Either party's failure to enforce any term of this Agreement shall not constitute a waiver of any rights to enforce subsequent breaches.

13. **DISPUTES:** In the event of any dispute or controversy arising out of or relating to this Agreement, the AAP and Institutional Subscriber agree to exercise their commercially reasonable 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. Both parties shall, without delay, continue to perform their respective obligations that are not affected by the dispute.

1. List of Journals covered by this Agreement:

Journal title:	URL:	Content Covered:	
AAP Grand Rounds	http://www.aapgrandrounds.org	Current Year	e-Archives
AAP News	http://www.aapnews.org	Current Year	e-Archives
NeoReviews.org	http://www.neoreviews.org	Current Year	e-Archives
Pediatrics	http://www.pediatrics.org	Current Year	e-Archives
Pediatrics in Review	http://www.pedsinreview.org	Current Year	e-Archives
Hospital Pediatrics	http://www.hospitalpediatrics.org/	Current Year	e-Archives

[October 2015]