

American Chemical Society

Terms and Conditions of Use

ACS Web Editions * ACS Legacy Archives * Chemical & Engineering News Global Enterprise * Chemical & Engineering News Archives * ACS Reagent Chemicals * ACS eBooks * ACS In Focus, and ACS Guide to Scholarly Communication

1. Copyright and Proprietary Rights: The entire contents of the ACS Web Editions, ACS Legacy Archives, Chemical & Engineering Global Enterprise, Chemical & Engineering News Archives, ACS Reagent Chemicals, ACS eBooks, ACS In Focus, and ACS Guide to Scholarly Communication (hereafter referred to as the “ACS Products”) including individual journals, articles, abstracts, book chapters, reference materials, and other items within these materials are copyrighted by the ACS under the Copyright Laws of the United States Codified in Title 17 of the U.S. Code, which is party to both the Universal Copyright Convention and the Berne Copyright Convention. Grantee agrees not to remove or obscure copyright notices. Unless otherwise explicitly stated by ACS, ACS grants no copyright or ownership interests to Grantee for any of the material and proprietary information referred herein belonging to ACS.

2. Definitions:

a. A Current Subscription to the ACS Web Edition of a journal is defined as the content for that title from 1996 to present available in the standard Internet formats HTML and Adobe Acrobat PDF.

b. ACS Legacy Archives consists of Adobe Acrobat PDF articles published between 1879 through 1995. It is the backfile of all ACS titles and is sold as access to a single body of research.

c. An Access Agreement to an ACS Web Edition provides the Grantee and Authorized Users access to the Web Edition of a journal subject to the ACS Web Edition/ACS Legacy Archives Terms and Conditions of Use as amended from time to time.

d. Authorized Users: Authorized Users are those individuals officially affiliated with the Grantee for example, those serving in the capacity of employees, consultants under contract with the Grantee, faculty and other teaching staff, and persons officially registered as full or part-time students, that are located at an Authorized Site and use an Authorized Terminal. Authorized Users may use the database from remote sites. Others who are physically present in the library at the Authorized Site may use the database from an Authorized Terminal but may not connect via telecommunications from locations outside the Authorized Site.

e. Cancellation. Once a subscription to any single ACS Web Edition is canceled, access to the Web Edition for that journal title is terminated. In the event this Access Agreement is terminated, access to all Web Editions is terminated.

f. Chemical & Engineering Global Enterprise (C&EN GE) is a product distinct from the ACS Web Editions and the ACS Legacy Archives with pricing negotiated separately. A current

subscription to C&EN GE provides access to the current volume (January 2016 to present). A subscription to this periodical provides the Grantee and Authorized Users access to the current subscription term of C&EN GE. Once a subscription to C&EN GE is canceled, access to C&EN GE is terminated. There are no post-cancellation provisions for access to C&EN GE. No rights of ownership or possession accrue to Grantee.

g. Chemical & Engineering News Archives (C&EN Archives) is a product distinct from the ACS Web Editions, ACS Legacy Archives and Chemical & Engineering Global Enterprise with pricing negotiated separately. *C&EN Archives* all issues published from issue 1 in 1923 through the end of 2015.

h. ACS Reagent Chemicals is a product distinct from the ACS Web Editions, ACS Legacy Archives with a separate and defined pricing structure. A subscription to ACS Reagent Chemicals provides the Grantee and Authorized Users with access to the contents of the currently-posted edition. Once a subscription to ACS Reagent Chemicals is canceled, access to ACS Reagent Chemicals is terminated. There are no post-cancellation provisions for access to ACS Reagents. No rights of ownership or possession accrue to Grantee.

i. ACS eBooks is a product distinct from the ACS Web Editions, ACS Legacy Archives with a separate and defined pricing structure. **ACS eBooks** consist of the **ACS Symposium Series** and the **ACS Advances in Chemistry Series**. **ACS Symposium Series eBooks Archive** provides access to both aforementioned series and covers 1949 through 2017. **ACS eBooks Archive** is available by purchase or annual lease. Books published beginning 2018 and onward make up the ACS eBooks front files.

j. ACS In Focus is a product of thematic sets of eBooks, available for purchase by the collection only, with perpetual access. Subscriptions are not available. Content is viewed through an e-reader service on the ACS Web platform. The ACS In Focus eBooks are not downloadable nor printable.

k. ACS Guide to Scholarly Communication is a subscription product only, in HTML, and not downloadable nor available in PDF form.

l. Formats. ACS reserves the right to change formats with three months notice. It is the responsibility of the Grantee/Authorized User to establish and maintain at User's expense Internet connections to the ACS, to provide and install suitable Web browsers, licenses for Adobe Acrobat, and any other software necessary to view the Products.

m. Subscription Period for the Products. A Grantee's Subscription Period begins with the first year of subscription and ends upon cancellation, e.g. if a Grantee begins their subscription in 2002 and cancels in 2007; the Subscription Period is 2002 to 2007, not 1996 to 2007.

3. Access:

a. ACS shall use reasonable commercial efforts to provide continuous availability of the licensed material through the Internet. It is understood that availability will be subject to periodic interruption due to maintenance of the server(s), installation or testing of software, loading new information files, and downtime related to equipment or services outside the control of the ACS including public and private telecommunications services or Internet nodes or facilities.

b. Access Control by IP Address: Access to the **ACS Products** from within the Authorized Site is controlled by Internet Protocol (IP) addresses. Grantee is responsible for providing valid IP addresses for their organization on Attachment B. The form of these IP addresses must be acceptable to the ACS. Only those IP addresses submitted by the Grantee and listed on the Site List & IP Address Attachment will have access to the material. Grantee is responsible for providing reasonable security to ensure that only Authorized Users have access to its internal network.

c. Access Rights for One-Time Permanent Access payments for the ACS Legacy Archives: ACS Publications will maintain the legacy archive of journal articles published in PDF format between 1879 and 1995. In the unlikely event that it proves infeasible for the ACS to maintain the ongoing availability of the PDF legacy archive, the Society, in consultation with its Library Advisory Group, will make the archive available through an acceptable repository.

d. Access Rights for the ACS eBooks Archive, ACS In Focus, and Current Editions where ongoing access has been purchased: In the unlikely event that it proves infeasible for the ACS to maintain the ongoing availability of the content, the Society, in consultation with its Library Advisory Group, will make the **ACS eBooks Archive, ACS In Focus, and Current Editions** of the **eBooks** online available through an acceptable repository.

4. Permitted Use: Authorized Users may view, download, or print individual articles, individual Book chapters, ACS Reagent Chemicals monographs or other individual items from the **ACS Products** for their personal scholarly, research, and educational use. Authorized Users may make a printed copy of individual articles, individual book chapters, ACS Reagent Chemical Monographs, or other individual items from the **ACS Products** for the internal or personal use of others who are Authorized Users but who are unable to personally access the database. Authorized Users may include (and are encouraged to provide) links to the **ACS Products** as part of a course pack offerings, or within an e-mail communication.

5. Use By Others Through InterLibrary Loan: Except as set forth in Section Six below, Grantee may use the **ACS Products** to fulfill requests for Interlibrary Loans (“ILL”) by transmitting a copy of an article in PDF format via electronic transmission or by mail, or other ILL mechanisms. ILLs are permitted to support non-commercial scholarly research by patrons of other libraries such as public, school, or college libraries. Such ILL shall be limited to non-systematic, infrequent and sporadic transmissions to a third party, which as a general rule should mean a de minimis number of free article copies of individual journal articles, individual book chapters, or other individual items from the **ACS Products** per year. Notwithstanding anything to the contrary, international cross-border ILL is not permitted. ILL to libraries of commercial entities is not permitted.

6. Prohibited Use: Except as provided in Section Five above, Grantee/Authorized User agrees not to forward, transfer, sell, rent, or otherwise knowingly distribute or provide access to the contents of **ACS Products** or any portions thereof, to any third party. Individual articles, individual book chapters, ACS

Reagent Chemicals monographs or other individual items from the **ACS Products** and other information obtained from these services may not be used for fee-for-service purposes such as document delivery. The **ACS Products** may not be used to supply single articles, individual book chapters, ACS Reagent Chemicals monographs, or other individual items to InterLibrary Loan requesters that are employed by a commercial organization or by a library that belongs to a for-profit company without prior written approval of ACS.

Authorized User agrees not to modify, alter, or create derivative works of the materials contained in the **ACS Products** without prior written permission from the ACS.

Individual articles, book chapters, ACS Reagent Chemicals monographs, and other individual items from the **ACS Products** that include information obtained as a result of access to the **ACS Products** are not to be systematically downloaded, re-published in any media, print or electronic form. Individual articles, book chapters, ACS Reagent Chemicals monographs, or other individual items from the **ACS Products** may not be downloaded in aggregate quantities or centrally stored for later retrieval.

Grantee (Consortium or Single Institution) acknowledges that ACS may prevent Members and their patrons, as the case may be, from using, implementing, or authorizing use of any computerized or automated tool or application to search, index, test, or otherwise obtain information from Licensed Materials (including without limitation any "spidering" or web crawler application) that has a detrimental impact on the use of the services under this Agreement. Grantee agrees to assist ACS in correcting unauthorized use of such methods or applications and acknowledges that ACS may from time to time implement tools or other controls on Licensed Materials to regulate or restrict use of computerized or automated applications that are used to search, index, test, or obtain information from Licensed Materials. ACS acknowledges that Grantee may not be able to prevent its Patrons from using such methods or applications.

Grantee is required to notify ACS of any infringements of copyrights or unauthorized use of which they become aware. Grantee will cooperate with the ACS in investigating any such unauthorized uses and taking reasonable steps to prevent a reoccurrence.

7. Warranty. With respect to the **ACS Products** access being provided under this Agreement, the Grantee acknowledges that ACS makes absolutely no warranties whatsoever, express or implied, regarding the access, including any implied warranty of merchantability or fitness for a particular purpose or implied warranties arising from course of dealing or course of performance. As a result, the Grantee agrees that ACS shall not be liable to the Grantee for any claims or damages which may be suffered by the Grantee, including, but not limited to, losses or damages resulting from the loss of data as the result of delays, non-deliveries, or service interruptions caused by the fault or negligence of ACS.

Under no circumstances, including negligence, shall ACS or anyone else involved in administering the **ACS Products** access be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to access the **ACS Products**; or that result in mistakes, omissions, interruptions, deletion of files, defects, viruses or delays in operation or transmission, or any failure of performance, whether or not limited to any acts of God, communications failure, theft, or destruction of records, programs, or services.

8. The American Chemical Society reserves the right to modify the terms of this Agreement by publishing amended versions that will automatically supersede prior versions. A description of these modifications can be found at <http://pubs.acs.org/journals/license.html> or another URL site that the ACS may provide from time to time. The Grantee agrees to periodically review the Terms and Conditions at a designated location on the ACS pubs.org web site, or another designated URL site, for revisions and modifications.

9. Delivery of the **ACS Products** is in the District of Columbia, U.S.A.

10. For subscriptions to the **Metered Access Package** (MAP), the attached addendum also applies.

American Chemical Society
Metered Access Package (MAP) Addendum

The *ACS Metered Access Package* (“*ACS MAP*”) from ACS Publications allows organizations to purchase a set number of article download tokens, outside of any subscriptions which they purchase to download ACS content. This content includes ACS Online Journals, ACS Legacy Archives, C&EN Global Enterprise, C&EN Archives, ACS eBooks, ACS eBooks Archives, and ACS Reagent Chemicals. *ACS MAP* provides access to Full Text HTML, PDF and PDF+ versions of the above content.

TERMS AND CONDITIONS:

- Invoice must be paid in full, net 45 days.
- Customers wishing to purchase additional Metered Access Tokens as part of the *ACS MAP*, can do so using either a credit card or purchase order: please call or email the ACS Sales Operations Support team at 888-338-0012 or acspubspricing@acs.org for more information.
- Customers are recommended to have at least one individual or email address designated as the registered administrator for the account. Registered administrators will be alerted by email when the Metered Access Token’s balance reaches levels of fifty percent (50%) used, eighty percent (80%) used and one hundred percent (100%) depleted. Customers should allow 24 hours from accepted order and/or renewal for restored/extended access.
- COUNTER standards are used to define article/chapter downloads.
- Within an individual user session to the ACS Publication platform (pubs.acs.org), a full text download of each unique article or chapter will be charged one Metered Access Token. Full text is available in PDF, PDF w/Links, and HTML formats. Other activity on the ACS Publication platform, such as searching and viewing abstracts or Tables of Contents, will not be charged against the customer's Metered Access Token count.
- Individual titles or products cannot be selected or exempted (unless the customer is purchasing access to that content by another means, such as subscription or archive purchase).
- ACS COUNTER reports are the final arbiter in determining number of articles downloaded as part of the *ACS MAP*.
- Institution is responsible for maintaining appropriate access security and training. Metered Access Tokens charged as the result of abuse, fraudulent access, systematic or “mistaken” downloading, robotic crawling etc. will not be refunded.
- Metered Access Tokens used will *not* accrue toward a future volume discount from ACS Publications for other subscriptions or for additional Metered Access Token discounts.
- Consortia or similar accounts with multiple institutions may *not* pool Metered Access Tokens among multiple institutions.

- In the event of program termination, unused Metered Access Tokens will be refunded as a sales credit within 60 days of program termination.
- Any unused Metered Access Tokens purchased will be expired after three (3) years of the purchase date.
- Tokens are non-transferable. They cannot be transferred among organizations, or from one type of token package to another.

Accepted:

I have read and agree to adhere to and abide by all the terms and conditions of this Addendum.

Authorized Signature: _____

Print Name of Authorizing Person: _____

Date: _____