

EDP Sciences' Electronic Journals Multi Sites Access License

2017 Terms and Conditions

1. Scope of agreement

By this Agreement, EDP Sciences grants the Subscribing Institution a nonexclusive, revocable, non-transferable License allowing Authorized Users of the Subscribing Institution to access the **2017** online version (perpetual access) of the journal -----

Depending on the type of institution, Authorized Users under this Agreement must be employees (whether permanent, temporary or engaged on a contract basis, visiting workers), faculty staff, researchers or students attached to the Subscribing Institution's main site, to the exclusion of any other person or entity.

This License grants Authorized Users permission to access the Journal and :

- to search the electronic version of the Journal;
- to make hard copies of the output of any search; such copies may be shared with unauthorized users to the same extent as the print edition of the Journals, provided that such sharing is for the sole purpose of scholarly communication or educational use and exclusive of any commercial use or benefit. Authorized Users who print articles from the Journals must maintain all copyrights and legal notices on the printed articles;
- to download search results to storage devices. Authorized Users who download articles must maintain all copyrights and legal notices.

An Authorized User is not allowed to make EDP Sciences' Journals available, under any form whatsoever, to anyone other than another Authorized User without prior authorization from EDP Sciences.

This Agreement binds and is enforceable against the parties hereto. The Subscribing Institution shall take appropriate action towards Authorized Users should it become aware of any misuse that would violate the terms of this Agreement.

2. Duration - Termination

The term of this Agreement is from 01 January 2016 to 31 December 2016, subject to subscription rates being paid on due date. The Agreement renews automatically if not terminated by giving notice to the other party. Either party may terminate this Agreement by notice given to the other party at least thirty days prior to the next renewal date.

EDP Sciences may suspend or terminate this Agreement without prior notice if the Subscribing Institution or any of its Authorized Users commit a breach which may be remedied and that breach is not remedied within 30 days of notice to do so from EDP Sciences.

3. Delivery

EDP Sciences' electronic Journals will be made available in the standard Internet format using mainly Adobe Acrobat PDF or HTML. EDP Sciences reserves its right to change such format with a three months notice. The Subscribing Institution and its Authorized Users shall have sole responsibility to set up and maintain the necessary Internet connections allowing access to EDP Sciences, to provide and install suitable Web browsers or any other required software and to obtain the necessary licenses to use such software.

4. Copyright

EDP Sciences as publisher of the Journals has sole ownership over all rights, titles and interest for all contents thereof available on the site, including copyrights, translation and redistribution rights and the right to reproduce the material in alternate media. EDP Sciences' electronic Journals and their contents are subject to copyright, database protection and other rights of the publisher under the laws of France and the country of use of the said material and contents.

The Subscribing Institution acknowledges that it has no claim to ownership on the said material and contents by reason of its use of or access to EDP Sciences' electronic Journals. Downloading or copying the data accessible on EDP Sciences' site is allowed for personal or educational use to the same extent as the print edition of the Journals. Other uses, including recompiling, copying or publication of the data or any part thereof, under any form or in any medium, are subject to the prior and written permission of EDP Sciences.

5. Archives

With an annual subscription, access to the « archives » is authorised for reference only and not for full download. It is thus forbidden to permanently save copies of articles from the archives that you obtain through a subscription or through free archives. Only the full acquisition of the archives gives this right.

The archives are composed of:

- Content published before the online version of the journal existed and which has been digitised in order to make available the online archive (e.g.: Journal de Physique Archives).
- Content to which the subscriber has never subscribed, but that is free (articles that do not have an embargo or journals that are in open access).
- Content to which the subscriber has never subscribed, but that is free thanks to his subscription to a journal. In this case, it means free access to a certain number of back years. Access to these archives is not maintained for a user who does not renew his subscription.

Use of the articles downloaded from the website:

No commercial use of articles obtained through subscriptions or free access is authorised. Though it is authorised for an author to use an article on his personal site or on his institute's open archives, this is possible only if the downloading does not concern all or almost all of the articles of a journal, which would be harmful to the economic or editorial model of the journal (excluding journals in open access).

6. Technical support

Technical assistance and customer support are available Monday to Friday at office hours by email to web@edpsciences.org.

7. Disclaimer

EDP Sciences warrants that it has the authority to grant the License as set out in this Agreement. EDP Sciences has made and will make reasonable efforts to ensure that its electronic journals are a complete and accurate electronic version of the Journals, but does not guarantee that they are.

EDP Sciences shall not be liable for any incidental, consequential or any other damage arising out of or in connection with the performance of this Agreement. Under no circumstances shall the total aggregate liability of EDP Sciences for any claim, loss or damage arising out of the performance or termination of this Agreement, whether in contract, tort or otherwise including without limitation damages due to negligence, exceed the total amount paid by the Subscribing Institution to EDP Sciences for the subscription for the current subscription year in which such claim, loss or damage occurred, even if EDP Sciences has been informed of the possibility of such potential claim, loss or damage.

8. Miscellaneous

This Agreement, together with EDP Sciences' price list, constitutes the entire agreement between the parties hereto and supersedes any other prior understanding or agreement, whether oral or in writing. The various headings in this Agreement are for information purposes only and do not limit the scope or content of the subject matter contained therein. No waiver, amendment or modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto. This Agreement is submitted to French law and any dispute arising out of the performance of this Agreement shall be settled by French Courts.

This Agreement, and the rights and obligations thereof, may not be assigned or transferred by the Subscribing Institution.

By signing below, you certify that you have read, and agree to abide by, the terms and conditions of this Agreement and that you are duly authorized to sign this Agreement on behalf of your institution.

EDP Sciences informs ----- at least two month prior to the renewal date of any price increase for the new term (i.e., in October 2017 at the latest if the 2018 price will be increased, and similarly in further years).

9. Authorized Institutions

Authorized Institutions for access to the Licensed Materials: See Document attached and the continually updated webpage http://www.mpd.mpg.de/xp/sesam-ip.php?ppage=all_infohome&data=allexp01

10. Final price

The final price of the 2017 online access is: ----- euros.

If a site needs the print copy, the agreed price is: ----- euros per site.

Subscribing Institution:

Name:

Institution:

Date: _____ Signature: _____

EDP SCIENCES:

Name: Nathalie CLEMENT

Title: Subscriptions Service Manager

Date

Signature: