



Licence Agreement Summary Publisher/Product:

American Institute of Physics/American Physical Society **Licence Used:** IReL

Licence Name: AIP IReL Licence Final

Summary Changes:

No Athens access, no unauthorised downloads, a fee for access post cancellation and an amendment of the Governing Law and Dispute Resolution section.

Clauses Affected:

American Institute of Physics requires the following changes to the IReL licence:

From the "Secure Authentication" section: Athens authentication **deleted**

4.1.6 New clause inserted

Systematic or programmatic downloading, printing, transmitting, or copying of the Licensed Material is prohibited. "Systematic or Programmatic" means downloading, printing, transmitting, or copying activity of which the intent or the effect is to capture, reproduce, or transfer the entire output of a journal volume, a journal issue, or a journal topical section, or sequential or cumulative search results, or collections of abstracts, articles, or tables of contents. Other such systematic or programmatic use of the Licensed Material that interferes with the access of Authorized Users or that may affect the performance of the SCITATION system, for example, the use of "robots" to index content, or downloading or attempting to download large amounts of material in a short period of time, is prohibited. Redistribution of the Licensed Material, except as permitted in Section 3 without permission of the Publishers and/or payment of a royalty to the Publishers or to the appropriate Reproduction Rights Organization, is prohibited.

5.1.4 Inserted "To use all reasonable efforts" at the start of the clause.

5.1.10 Deleted This is: "to permit the Licensee to make cancellations and substitutions of the Licensed Material per annum [only applicable for multi-years agreements]."

8.4 Wording **amended** to:

After termination of this Agreement (save for a material breach by the Licensee of its obligations under this Agreement) the Publisher will provide (at the option of the Licensee) the Licensee and its Authorised and Walk-in Users with access to and use of the full text of the Licensed Material which was published and paid for within the Subscription Period, either by i) continuing online access to archival copies of the same Licensed Material on the Publisher's server ("which shall be without charge" **deleted**); or ii) by supplying archival copies of the same Licensed Material in an electronic medium mutually agreed between the parties which will be delivered to the Licensee for a nominal production fee ("without charge" **deleted**); or iii) ("supplying without charge archival copies" **deleted**) supplying archival copies via ftp protocol of the same Licensed Material. For the avoidance of doubt access and use of archival copies shall be subject to the terms and conditions as set out in Clauses 3 and 4 of this Agreement.

8.5 **Deleted** This clause states: "The Publisher will provide two options for archival access, and the Licensee may select either: i) the Licensed Material as subscribed to during the term of the Subscription Period or ii) the Licensed Material subscribed to on the day prior to termination of this Agreement.

8.8 (previously 8.9) Final sentence **deleted**:

Access and use will not attract a fee charged by the publisher.

13.3 Wording **amended** to:

The decision of any expert to whom a reference is made under Clause 13.2 (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud.