



ACM Digital Library Post-Cancellation Access License Agreement

Client

This Agreement is made between

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[**INSTITUTION NAME**] with its principal location at [**MAILING ADDRESS, CITY, STATE, ZIP/COUNTRY CODE. COUNTRY**] (“the Institution”).

The Institution will be granted the right and license to use the Archival Content of the Licensed Material based on the terms and conditions of this License Agreement:

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2. **Basic License.** The Licensor will provide the Authorized Institution and their Authorized Users with access to the full text of the Licensed Material which was published and paid for during the term of this Agreement either through the ACM DL platform (<http://dl.acm.org>) or Portico without charge from Licensor. The full text of the electronic files may not be resold at any time; this remains in effect in perpetuity. Continuing archival access is subject to the terms and conditions of use of this License.
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4. **Alterations.** Neither the Institution nor any Authorized Users of the archival DL content may modify, adapt, transform, translate, or create any derivative work based on any of the materials in the DL. Any copyright notices, or other notices appearing in the DL may not be removed, obscured, or modified in any way. All rights, title, and interest in the contents of the ACM DL are the recognized property of the ACM or its affiliates and no ownership rights, title, or interest are transferred to the Institution as a part of this Agreement.
5. **Access.** Only Authorized Users of the [**INSTITUTION NAME**] as defined in Section 1 of this Agreement shall be given access to the archival content of the ACM articles in the agreed format as defined in Section 2 and Section 3 of this Agreement.
6. **Terms of Usage.**
“Educational Purposes” shall mean for the purpose of education, teaching, distance learning, private study, retrieving information and/or research.



The Institution may

6.1 allow Authorised Users to have access to the Licensed Material via a Secure Network regardless of their physical location.

6.2 allow Walk-in Users to have access to the Licensed Material within the Institution's premises.

6.3 provide single printed or electronic copies of parts of the Licensed Material at the request of individual Authorised and Walk-In-Users.

6.4 use the Licensed Material to perform and engage in text mining/data mining activities for academic research and other Educational Purposes by Authorised Users as defined in Section 1 of this Agreement.

Authorized and Walk-in Users may for Educational purposes

6.5 access, search, browse, view, download, print data from the Licensed Material

6.6 electronically save (including to an e-reader or mobile device) copies of parts of the Licensed Material.

6.7 distribute single copies of parts of the Licensed Material in print or electronic form to other Authorised and Walk-in-Users. This sub-clause shall include the distribution of a copy for teaching purposes to each individual student Authorised User in a class at the Institution's institution.

6.8 publicly display or publicly perform parts of the Licensed Material as part of a presentation in a classroom setting.

Only Authorized Users may

6.9 incorporate parts of the Licensed Material in printed and electronic course packs, study packs, resource lists and in any other material (including but not limited to multi-media works) to be used in the course of instruction and/or in virtual and managed environments (including but not limited to virtual learning environments, managed learning environments, virtual research environments and library environments) hosted on a Secure Network. Each item shall carry appropriate acknowledgement of the source, listing title and copyright owner. Course packs in non-electronic non-print perceptible form, such as Braille, may also be offered to Authorised Users who, in the reasonable opinion of the Institution, are reading impaired.

Save as provided above the Institution and individual users affiliated with the Institution may not republish individual articles contained within the DL, or post them on any public servers, or redistribute them to lists, without first receiving explicit written permission from ACM. Upon cancellation of the institution's access to the ACM DL and upon delivery of the electronic archive covering the years subscribed, the Institution may provide access to the electronic archive to Authorised users only.

7. Institution's obligations

The Institution shall

7.1 use all reasonable efforts to ensure that only Authorized or Walk-in Users are permitted access to the Licensed Material and that all Authorized or Walk-in Users are informed of the provisions of Section 6 of this Agreement;

7.2 as soon as practicable on becoming aware of any claim by any third party that the Licensed Material infringes an Intellectual Property or proprietary right of any third party notify the Licensor of such claim;



7.3 so soon as practicable after becoming aware of any breach by an Authorized or Walk-in User of the terms of this Agreement initiate corrective actions in accordance with the Subscriber's standard practice and notify the Licensor of such breach;

7.4 not remove, obscure or modify in any way copyright notices, other notices or disclaimers that may appear in the Licensed Material.

7.5 Nothing in this Licence shall make the Subscriber liable for breach of the terms of the Licence by any Authorised or Walk-in User provided that the Subscriber did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

7.6 Inter-library loans of the electronic archival content shall not be permitted under the terms of this Agreement.

8. Warranties.

The Licensor warrants and represents that it is the owner of the copyright in the Licensed Material or that it is duly licensed to use the copyrighted material contained in the Licensed Material and that the Licensed Material used as contemplated in this Agreement does not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person.

The Licensor shall indemnify and hold the Authorised Institution harmless from and against any loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any legal action taken against the Authorised Institution claiming actual or alleged infringement of any Intellectual Property Rights. This indemnity shall survive the termination of this Agreement for any reason. This indemnity shall not apply if the Authorised Institution has amended the Licensed Material in any way not permitted by this Agreement, and such amendment has caused the loss, damage, cost, liability or expense.

9. Limitation of liability

Both parties' liability to each other shall be limited to exclude altogether liability, howsoever arising for loss of profits, loss of business or of anticipated savings and for any other type of special, indirect, incidental or consequential loss or damage. The aforementioned limitation of liability shall not be applied to damages due to gross negligence or willful misconduct or Section 8.

10. Amendments. All amendments and modifications to this Agreement shall be made in writing and be signed by duly authorized representatives of both parties.

11. Force Majeure.

If either party cannot temporarily perform its obligations under this Agreement as a result of conditions beyond its control, such as, but not being limited to, war, strike, fire, explosion, governmental restriction or power failure, this shall not be deemed a breach of the Agreement.

12. Governing Law.

The terms and conditions of this Agreement are governed by New York law. All disputes arising out of or in connection with this Agreement shall be exclusively submitted to arbitration in accordance with the Arbitration Rules of New York State.

13. Assignment. This Agreement may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, without the prior written consent of the other party.



The parties hereby agree to the above terms

Signatures

On behalf of the
INSTITUTION

LICENSOR

Signature

Signature

Print Name

Print Name

Date

Date

Scott Delman
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United States