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## Guidelines for Internet Access to Journals

This document provides publishers' Guidelines for Institutional Subscribers regarding Internet Access to Journal content. For the purposes of this document:

- **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 report to the same Chief Academic Officer, Chief Executive Officer or Director of a not-for-profit, agency, governmental or non-governmental organization or independent company. (For multi-campus academic institutions, each organization listed in the Directory of Higher Education [<http://www.educause.edu/MembershipDirectory/672>], or its equivalent, is considered a separate institution. Academic law and academic medical libraries may be part of a University only if they report to the same CAO or CEO.)
- **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:** These guidelines are applicable to each of the journal titles listed here.
  - *The American Journal of Clinical Nutrition (AJCN)*
  - *The Journal of Nutrition (JN)*

Upon receipt of the Institutional subscriber's completed order and the required subscription fee, each publisher will issue a valid account 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 these Guidelines.

Institutional subscribers and publishers agree to the following terms and conditions:

1. **Subscription Access:** An online subscription permits unlimited simultaneous Internet Access to complete Journal content by Authorized Users for the entire subscription term. Secure proxy access from off campus locations is allowed.
2. **Copyright:** Unless otherwise noted, publishers hold the copyright on all materials published in Journals, whether in print or electronic form, both as a compilation and as individual articles. All Journal content is subject to "fair use" provisions of U.S. or applicable international copyright laws [<http://www.copyright.gov/title17/92chap1.html>].
3. **Authorized Use:** Authorized users are permitted to reproduce or disseminate journal content within the parameters of applicable copyright law. The following uses are specifically authorized:
  - a. **Downloading:** Downloading, printing, or saving of Journal content for the purposes of research, teaching, and/or private study by Authorized Users is

permissible. Systematic downloading (by robots or other automatic processes) is prohibited without explicit publisher approval.

- b. Interlibrary Loan: Institutional subscribers 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 [<http://www.cni.org/docs/infopols/CONTU.html>]. Redistribution of Journal content to non-authorized users in electronic or digital form is prohibited without prior publisher approval.
  - c. Accessibility: Institutional subscribers may transcribe any portion of Journal content into Braille script, enlarged type or other appropriate version in order to allow Authorized Users with disabilities to access Journals.
  - d. Course Packs: Institutional subscribers may use a reasonable portion of Journal content, in printed or digital format, in the preparation of course packs or other educational materials for Authorized Users.
  - e. Reprints: For permission to reprint or copy Journal content beyond that permitted by Section 107 or 108 of the U.S. Copyright Law, contact the Copyright Clearance Center [[www.copyright.com](http://www.copyright.com)]. The fee code for users of the Transactional Reporting Service appears in each abstract and full text article.
- 4. Restrictions:**
- a. Non-authorized users: Except as specifically provided elsewhere in these guidelines, Institutional subscribers are prohibited from making agreements for access to Journal content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.
  - b. Commercial redistribution: No direct commercial re-use (e.g. downloading, posting of a file, or printing to sell or distribute to any non-authorized user) of any Journal content is permitted without prior, express written permission of publishers. Permission is granted, however, to provide a limited amount of print or electronic Journal content for purposes of regulatory approval, patent and/or trademark applications or other legal or regulatory purposes.
  - c. Removal of copyright notice: Institutional subscribers agree not to remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use.
  - d. Modification: Institutional subscribers shall not modify or create a derivative work of any Journal content without the prior written permission of publishers.
- 5. Authentication:** Institutional subscribers will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access subscribed Journal content online.
- a. IP addresses: Institutional subscribers affirm that all Internet Protocol ("IP") addresses provided for use of online Journals are controlled by the Institution exclusively for Internet Access by Authorized Users.
  - b. Abuse: If Institutional subscribers become aware of unauthorized access to Journals, they will notify publishers 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, publishers have the right to withhold, suspend, or terminate access to any or all Journal content, without liability.
- 6. Archiving:** Publishers acknowledge that Institutional subscribers may participate in the LOCKSS system for archiving digitized publications. To benefit from this support, Institutional subscribers must install a LOCKSS cache at their Institution. (See <http://lockss.stanford.edu> for further information.) The Institutional subscriber may perpetually use the LOCKSS system to archive and restore Journal content, so long as

the Institutional subscriber's use is otherwise consistent with these Guidelines. Publishers further acknowledge and agree that, in using the LOCKSS system, Journal content may be made available to other LOCKSS system participants who indicate a right to the subscribed Journal content.

7. **Technical Access:** Publishers intend for Journal web sites to be available 24 hours per day, 7 days per week. However, publishers will not be liable for damages or refunds should a site become unavailable temporarily or 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 subscribers. Publishers will make reasonable efforts to notify Institutional subscribers of any unusually extended interruptions and will attempt to restore access to sites as soon as possible.
8. **Warranty:** Publishers affirm they have obtained any and all necessary permissions to license Journal content, and that use of such content by Authorized Users in accordance with these guidelines shall not infringe the copyright of any third party. While they seek to ensure the accuracy of content posted online, publishers do not warrant or guarantee its accuracy, completeness, merchantability, or fitness for a particular purpose. Neither publishers nor Institutional subscribers 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 the use of or the inability to use the Journal content.
9. **Severability:** If any portion of these Guidelines is found to be invalid, illegal, under dispute, unenforceable or in conflict with the law of any jurisdiction, the rest of the provisions shall remain applicable.

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American Society for Nutrition (ASN)  
9650 Rockville Pike  
Bethesda MD 20814 USA  
journal@nutrition.org*