Institutional Electronic Access License

Definitions

Institutions that purchase internet access to electronic content of The Journal of Clinical Ethics (JCE) are subscribers, and their authorized users may access their subscription via IP address, or a range of IP addresses.

Institutions are defined here as academic, business, governmental, and non-profit organizations. Internet access is defined here as access to the electronic content of JCE via the web. The electronic content of JCE corresponds to the print content.

A subscriber is defined as an institution that purchases access to JCE by volume year. A subscriber’s authorized users are defined as including only the employees, faculty, staff, and students officially affiliated with the subscriber, and persons with legal access to the subscriber’s collections and facilities, using the IP addresses or range of addresses identified in the appendix to this license. An institution’s authorized users are permitted access to the electronic content for which the institution maintains a valid subscription, subject to confirmation by JCE and amendment.

Subscriptions to JCE are sold by volume year and include four issues per volume year: spring, summer, fall, and winter. A subscriber’s access to electronic content is limited to the volume years available in electronic version that are purchased by the institution. The subscriber will have access to any volume year it has purchased even if it does not hold a subscription to the current volume year, unless the license becomes forfeit, as described in items 2, 4, 5, and 6 below.

Prepayment is required

Subscribers must have a prepaid subscription to the electronic version of JCE or have a prepaid print + electronic subscription to access the electronic version of JCE. A subscriber with a paid subscription to the electronic version of JCE must print out, complete, and return a copy of the Institutional Electronic Access License to register its IP addresses or range of IP addresses. JCE will alert the subscriber’s registered technical contact by e-mail when the subscriber’s electronic access is activated.

1. The License

By signing this Institutional Electronic Access License (license), the institution identified below (subscriber) agrees to the terms and conditions set forth in this license. In turn, The Journal of Clinical Ethics (JCE) grants the subscriber and its authorized users the right to access the electronic version of The Journal of Clinical Ethics subject to these same terms and conditions.

Subscriber (name of institution): Pontificia Universidad Católica de Chile

Agency (if any): TELDAN

Name of subscriber’s technical contact person:

E-mail of subscriber’s technical contact person:

Subscriber’s address:

Subscriber’s telephone #: Fax #:

Subscriber’s e-mail:
JCE will notify the subscriber’s technical contact person by e-mail when the subscriber’s access to the electronic version of JCE is active. The subscriber must send any changes in the name of the technical contact person or contact information to jce@clinicalethics.com.

2. Authorized users, terms, and conditions

JCE grants to the subscriber and its authorized users access to the volume year or years of the electronic version of JCE that the subscriber has purchased. This grant extends only to the subscriber and such authorized users individually, and this subscription may not be transferred to, or extended to, others.

Authorized users include only the employees, faculty, staff, and students officially affiliated with the subscriber, and persons with legal access to the subscriber’s collections and facilities, using the IP addresses or range of addresses identified in the appendix to this license.

The subscriber will exercise reasonable vigilance and shall be responsible for all access control and security measures necessary to ensure that the subscriber’s IP addresses or range of addresses are not used to access the electronic version of JCE by anyone other than authorized users. The subscriber warrants and represents that common and reasonable methods will be used to inform authorized users of general terms and conditions for the use of electronic versions of journals that are consistent with this license. Furthermore, the subscriber will make every reasonable attempt to enforce the terms of this license upon receiving information from JCE or any other source that reasonably indicates that one or more authorized users is in violation of the terms of this license, which may result in the termination of access, without refund or credit.

3. IP address

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a. If JCE elects to discontinue the electronic version of the journal (termination would be effective at the end of the volume year, after the subscriber had access to all electronic content for that volume year).

b. Following 30 days’ prior written notice by JCE to the subscriber that any term or condition of this license has been violated by the subscriber or its authorized users, for any reason, knowingly or unknowingly, provided the violation is not remedied with all reasonable haste on notification. JCE reserves the right to suspend the subscriber’s access to electronic content immediately upon detecting a breach of this license. JCE will use reasonable effort to notify the subscriber as soon as possible using the e-mail address the subscriber provided for its technical contact person. No refund will be made for any portion of the subscription that may remain after termination.

If JCE goes bankrupt, it will supply to subscribers, at a minimum, the electronic files they have purchased, which may later be hosted on the subscribers’ password protected servers for their authorized users to access.

7. Copyright

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9. Official version of record

JCE will use commercially reasonable efforts to ensure that the electronic version of JCE corresponds in content with the print version, but JCE does not guarantee that it does. In the event of any discrepancy between the print and electronic versions, the print version will be the official version of record.
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11. Warranty

JCE warrants that it is entitled to grant the license granted in this agreement. Except as set forth in the preceding sentence, JCE makes no warranty or representation of any kind, express or implied, with respect to the electronic version of JCE, including its accuracy, completeness, merchantability, or fitness for a particular purpose. Neither JCE nor subscribers shall be liable for any indirect, special, incidental, punitive, or consequential damages, including but not limited to the loss of data, interruption of business, or loss of profits arising out of the use of or the inability to use JCE content. In no event shall the total aggregate liability of JCE for any claims, losses, or damages arising out of any breach or termination of this agreement exceed the total amount paid by the subscriber to JCE for the electronic version of JCE. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against JCE unless suit is filed within 1 year after the event giving rise to the claim. JCE does not hold itself responsible for statements made by any contributor to the journal. Statements or opinions expressed in JCE reflect the views of the authors. JCE is published as an information and research tool only. JCE is not rendering legal or medical advice, nor is it to be held liable for the accuracy of the information it contains.

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a. The subscriber is in compliance with all material terms and conditions of this agreement,
b. Such unauthorized use or infringement is without the consent of the subscriber,
c. The subscriber promptly notifies JCE of any material unauthorized use or infringement of which it becomes aware, and
d. Subscriber takes all reasonable steps to cause such authorized use or infringement of which it is aware to stop.

The subscriber shall cooperate fully with JCE in any investigation of such unauthorized use or infringement. JCE shall have the sole right, at its discretion, to bring any action on account or such unauthorized use or infringement, provided that JCE shall not bring any action against any authorized user or infringing party without first consulting the subscriber.

12. General

This license and its appendix constitute the entire agreement between the parties and supersede any prior communication between the parties with respect to the subject matter thereof. The item headings used in this license are for convenience only, and are not to be considered in construing the terms of this license. The subscriber may not assign or transfer its rights under this license. The provisions of Items 2, 4, 5, 7, 9, 10, 11, and 12 hereof shall survive any expiration or termination of this license.

This license will be governed, and construed in accordance with, the laws of the State of Maryland, applicable to contracts entered into and fully performed in the State of Maryland. An action arising out of, or relating to, this license or the electronic version of JCE shall be brought in courts situated in Washington County, Maryland, and the parties consent to the jurisdiction of such courts.

The parties mutually agree to opt out of the Maryland Uniform Computer Information Transactions Act, Md. Code Ann. [Commercial Law] sections 21-101 through 21-816 (2000). This contract shall be governed by Maryland Common Law of Contract. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of JCE and the subscriber.
I have read and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this license on behalf of the subscriber identified in Item 1 above.

Name: ________________________________  Title: ________________________________

Signature: ________________________________  Date: ________________________________

Appendix: Subscriber’s IP Address

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All information provided regarding subscriber’s IP addresses or range of addresses will be verified by JCE, and JCE will contact the subscriber’s network contact (identified on page 1 of this agreement) if additional clarification is necessary.

Name of subscriber (institution): ________________________________

Subscriber’s domain name (as registered with ICANN): ________________________________

IP address, addresses, or range of addresses (enter here or supply list in separate document):