

Journal of Food Protection Online Site License Agreement

The Online Site License Agreement for *Journal of Food Protection* (“JFP”) Online, dated _____ and entered into, by, and between, International Association for Food Protection (“IAFP”), with its principal place of business in Des Moines, Iowa and _____ (“Library/Company”).

Library/Company has subscribed to services offered by IAFP. This agreement is for the _____ volume/year(s).

Before Library/Company receives the services provided by IAFP, Library/Company is required to execute this License Agreement and be bound by the terms and conditions contained herein.

In consideration for the mutual covenants and conditions of this License Agreement, the parties agree:

1. This Agreement permits access to the *JFP* Online Journal.
2. Authorized Users, as permitted under this agreement, may:
 - a) use, search, print, download data of any search.
 - b) have the right to distribute data retrieved to third parties as incidental samples (quantities of 5 or less) for educational purposes. Quantities over 5 require written permission from IAFP.
 - c) excerpt and/or quote content from the Licensed Material with the customary acknowledgment of the source in limited quantities for the non-commercial purposes of scientific or educational advancement without written permission from IAFP.
 - d) claim no ownership by reason of their use of or access to the Licensed Material.
 - e) is prohibited to sell the licensed material for commercial use.
 - f) fulfill requests from other libraries, a practice commonly called Interlibrary Loan. Library/Company agrees to fulfill such requests in accordance with Sections 107 and 108 of the U.S. Copyright Act. Requests may be fulfilled using electronic, paper, or intermediated means.
3. Library/Company shall provide electronic security for access to the Licensed Material to the extent that Library/Company provides electronic security for access to its own electronic proprietary information and shall use reasonable efforts to limit access to Users. Library/Company shall inform Users of usage requirements and restrictions under this Agreement.
4. *Journal of Food Protection* Copyright: No part of the publication may be reproduced or transmitted in any form, or by any means, electronic or mechanical, including photocopy, recording, or any information storage and retrieval system, except in limited quantities for the non-commercial purposes of scientific or educational advancement, without permission from the International Association for Food Protection. Permission requests are to be submitted through Copyright Clearance Center at www.copyright.com.
5. IAFP warrants to Library/Company that the Licensed Material used as contemplated by this Agreement does not infringe the copyright or any other proprietary or intellectual property rights of any person. IAFP shall indemnify and hold Library/Company harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any third party legal action taken against Library/Company claiming actual or alleged infringement of such rights. The foregoing shall survive the termination of this Agreement, for any reason. Any limitation of liability contained in this agreement will not apply to the foregoing indemnity.

6. Users will be recognized and authorized by their IP address. Library/Company must provide IP addresses and/or address ranges of authorized users. IP addresses provided by Library/Company must all be located at one site unless a multi-site license has been purchased. A single-site license refers to one geographic location or to multiple sites within one city that are part of a single organizational unit administered centrally. A multiple-site license refers to an organization with multiple independently administered locations within one city; or to an organization in more than one city, state, or country, with administration of this license being done centrally on behalf of all locations.
7. This Agreement shall become effective upon dual signature and subject to the terms and conditions of this Agreement. This Agreement will terminate subject to:
 - a. expiration or lapse of the subscription.
 - b. a breach of this Agreement by Library/Company which is not cured within thirty (30) days after written notice thereof.
 - c. a breach of this Agreement by IAFP which is not cured within thirty (30) days after written notice thereof.
 - d. inaccessibility of the Licensed Material in excess of five (5) days per year in aggregate.

In the event of “c” or “d” above, Library/Company shall reserve the right, but not the obligation, to cancel. In the event of cancellation for reasons stated in “c”, “d” above, Library/Company shall receive a pro-rated refund of the unused portion of the License fee.

8. In consideration of the License(s) granted, the Library/Company shall pay to IAFP the LICENSE FEE, in U.S. Dollars within ninety (90) days after receipt of correct invoices from IAFP. IAFP will activate access to the service upon receipt of a purchase order or payment. Subscriptions are based on the volume years purchased. Library/Company shall have unlimited access to the volume year(s) purchased in perpetuity.
9. Library/Company recognizes that IAFP Online Journals and their contents are copyrighted and subject to all applicable copyright, database protections, and other rights of copyright owners and publishers under the laws of the United States and other countries.
10. IAFP shall provide adequate and competent technical support and assistance to enable use of the Licensed Material.

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 authorized to sign this Agreement on behalf of your institution.

AGREED AND ACCEPTED:

Library/Company

International Association for Food
Protection

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____