



Supporting Advanced Research and Teaching Since 1949

**World Newspaper Archive
Terms and Conditions of Use
CRL Members**

The following Terms and Conditions ("Terms") govern CRL members' ("PARTICIPANT") use of the electronic database *World Newspaper Archive* ("WNA"), jointly developed by the Center for Research Libraries ("CRL") and Readex, a division of NewsBank ("NEWSBANK").

These Terms shall apply to all modules of the WNA subscribed to by the PARTICIPANT from time to time. For each module subscribed to by the PARTICIPANT, there will be a corresponding invoice, quotation or other similar document setting forth any additional terms specific to that module (including identification of module, price, payment terms, subscription period, etc.), but the Terms set herein shall continue to apply.

1. Except for termination for cause, CRL hereby grants to PARTICIPANT a nonexclusive, royalty-free, perpetual license to the WNA, provided that the parties shall have agreed on fees for such use and such fees have been paid. Such use shall be in accordance with the provisions of these Terms.

2. PARTICIPANT shall have access to the WNA through the Internet via the URL <http://infoweb.newsbank.com/?db=WHNPX> for use exclusively within the context of teaching, research, instruction, and continuing education by Authorized Users of the resource.

"Authorized Users" are defined as:

- Full and part time students and employees (including faculty, staff, affiliated researchers and independent contractors) and other valid ID holders of PARTICIPANT institution, regardless of the physical location of such persons.
- Patrons not affiliated with PARTICIPANT who are physically present at PARTICIPANT's site(s) ("walk-ins").
- Registered remote users who have been authenticated via a secure proxy server.

"Site(s)" are defined as a physical location affiliated with the PARTICIPANT where the PARTICIPANT may permit access to digital information to Authorized Users. Campuses in several physical locations with a shared administration, students, teaching staff and computer networks shall be considered a single subscription site.

Access to the database will be regulated through the use of Internet Protocol (IP) addresses. The use of proxy servers is permitted as long as any proxy server IP addresses limit remote or off-campus access to Authorized Users.

3. PARTICIPANT and its Authorized Users may access, search, retrieve, view, print, and download content for non-commercial academic, educational and research purposes. Printing and downloading are limited to reasonable portions of the data, for personal use and/or temporary storage.

PARTICIPANT will take reasonable steps to ensure that only PARTICIPANT's Authorized Users use the WNA, and that PARTICIPANT's Authorized Users do so in accordance with these Terms.

4. PARTICIPANT and its Authorized Users are not permitted to remove or alter any copyright or other notices within the WNA or use any portion of WNA for purposes of manual, automated or other machine-assisted indexing or classification of other publications.

PARTICIPANT and its Authorized Users may not modify, publish, display, participate in the transfer or sale of, create derivative works based on, or in any other way exploit any of the WNA except by engaging in such uses as are specified above as permitted uses, in whole or in part without the prior written consent of NEWSBANK and CRL.

5. Nothing in these Terms shall be interpreted to restrict the Fair Use rights of PARTICIPANT and Authorized Users to make all use of the WNA as is consistent with the Fair Use Provisions of United States and international copyright laws.

6. NEWSBANK will provide CRL the necessary scans and OCR data to re-host or continue hosting of the entire LAN database in the event that NEWSBANK should find itself unable to continue hosting said database, and will make such reasonable provisions for the archiving of the digital content as CRL considers appropriate.

7. NEWSBANK will provide annually information on the usage of the digital LAN content adequate to enable CRL to determine on a title by title basis, the IP range domains from which such content is accessed, and the volume of such access.

8. PARTICIPANT will be invoiced by CRL on an annual basis. Payments shall be made within thirty (30) days of receipt of invoice. The initial fee for access will be based according to the five-year average library materials expenditure of the PARTICIPANT. Subsequent annual access fees may be increased upon notice from CRL at least two (2) months prior to the end of the contract year. Renewal subscriptions are subject to the mutual consent of both parties.

9. Should the PARTICIPANT terminate its membership with CRL, whether by resignation or by vote of the Board of Directors, access to the WNA through CRL shall be terminated. PARTICIPANT may elect to transfer its access rights to NEWSBANK, though additional terms and fees may apply.

10. CRL retains the right to change these Terms with immediate effect, provided that CRL has notified the PARTICIPANT in writing or by e-mail. Continued use of the database for more than 60 (sixty) days after such notification constitutes acceptance of the change in question.

Version 1.0, revised 12 May 2009