



## REQUEST FOR ONLINE AGREEMENT CHANGES

**Please use the following procedure should a paragraph, or paragraphs, prevent you from signing the agreement as it stands.**

1. Complete the form, providing all required information.
2. Make any necessary changes and initial each change.
3. Send this amended and signed agreement to us, together with a covering letter, giving reasons for the requested changes. The letter and agreement should be sent to the Executive Director, Canadian Mathematical Society, 209 - 1725 St. Laurent Blvd, Ottawa, Ontario Canada K1G 3V4.
4. The Society will review your amended agreement, initial all accepted changes and return a copy of the accepted amended agreement back to you for your records.

**Following the above procedure will help avoid additional correspondence and ensure prompt processing of the agreement and on-line access.**

### TERMS AND CONDITIONS

**1. Scope of the license:** The subscription allows site-wide on-line access by authorized users. Multiple connections are allowed, and verification of authorization will be by means of the institution's IP address. Authorized users must be employees, faculty, staff, or students officially affiliated with the subscriber, or authorized on-site clients of the subscriber's library facilities.

Sites may be academic or non-academic. A site consists of a single campus of a single academic institution, of a single institutional member of the CMS, or of a geographically separate unit of a non-academic institution. For academic institutions, all departments or libraries of a single campus or institutional member are considered part of the same site. For non-academic institutions, each branch, office, or laboratory is a different site.

Off-site access for users enrolled or employed at the site, is permitted via proxy server through the site's secure network.

The license entitles authorized users to access the publications subscribed to, in order to view articles, or make single copies of articles. Such copies must be for the internal use of individual authorized users, and shall be permissible only to the same extent as with the printed version of the publications. Such copies may be in hard copy form, or may be downloaded to hard disk or diskette. Such copies may not be sold and may not be distributed to anyone who is not an authorized user, with the exception of printed copies provided to libraries in response to inter-library loan requests. Recompiling, multiple copying, publication or republication of articles, or any portion thereof, in any form or medium whatsoever, may be done only with specific written permission from the CMS. Individuals wishing to secure such permission, normally for instructional use, should contact the Managing Editor of the publication in question.

An authorized user may not make CMS electronic publications available to anyone other than another authorized user, whether by telephone link, Internet connection, or by permitting access through his or her terminal or computer, or by other similar or dissimilar means or arrangements.

The subscriber acknowledges that it has no claim to ownership by reason of its use of or access to CMS electronic journals. The subscriber also agrees to take all reasonable steps to ensure compliance by authorized persons with these terms and conditions.

CMS electronic journals and their contents are subject to copyright, database protection, and other rights of the publisher (the CMS) under the laws of Canada and the country of use.

**2. Term and Fees:** This Agreement will last through the end of the calendar year in which the subscription first becomes effective. This Agreement is signed and will remain in effect thereafter for successive calendar years so long as annual subscription fees or CMS Institutional membership fees are paid. Either party may terminate this Agreement, effective on the next renewal date, by at least 30 days written notice to the other party. **The subscriber or institutional member will be notified, no later than the end of the previous calendar year, as to the applicable annual subscription fee or CMS Institutional Membership fee. To maintain access via the Internet to the electronic version of the publication, the renewal fee must be paid on or before March 31.**

**3. Support:** CMS electronic publications include on-line documentation. In addition, the CMS will provide the subscriber with e-mail and/or telephone support service during the CMS normal business hours (Monday-Friday, 9:00 a.m. to 4:00 p.m. Eastern Time). The e-mail address for support questions is [subscriptions@cms.math.ca](mailto:subscriptions@cms.math.ca). The telephone number for support is 613-733-2662.

**4. Suspension or termination of access:** In the event the subscriber violates any term of this agreement, which violation is not cured within thirty (30) days of notice thereof being given by the CMS, the CMS may suspend and/or terminate access to CMS electronic publications.

**5. Disclaimer of warranties:** The CMS has made and will make good faith efforts to ensure that CMS electronic publications are complete and accurate. However, the CMS does not warrant completeness or accuracy, and does not warrant that the subscriber's use of any CMS electronic publication will be uninterrupted or error free, or that such use will satisfy the subscriber's requirements.

The CMS warrants that it is entitled to grant the licenses outlined in this Agreement, but makes no other warranties or representations of any kind, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The subscriber will be permitted to access CMS electronic publications at any time. The CMS will not be liable for any delay, down time, or other failure of performance, but will use reasonable efforts to correct any performance problem brought to its attention.

The CMS will not be responsible for incidental, consequential, or any other damages arising out of or in connection with the service or materials provided hereunder.

The subscriber assumes the sole responsibility for all use of CMS electronic publications and agrees to indemnify and hold the CMS harmless from any liability or claim of any person arising from such use.

**6. General:** This Agreement constitutes the entire agreement of the parties and supersedes any prior communication between the parties with respect to the subject matter hereof. It may be amended only by a written instrument signed by both parties. Without limitation of the foregoing, any purchase order or other instrument that the subscriber may issue for CMS electronic publications is for the subscriber's internal purposes only and will in no way modify, add to or subtract from the terms and conditions provided herein.

The subscriber may not assign or transfer its rights under this Agreement.

This Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Any action arising out of or relating to this Agreement or CMS electronic publications may be brought in courts situated in the Province of Ontario, and the parties consent to the jurisdiction of such courts.