

USER LICENCE AGREEMENT

(hereinafter "Agreement")

BETWEEN: **ÉRUDIT CONSORTIUM**, General Partnership, incorporated under the Civil Code of Quebec, having its headquarters at 3744, rue Jean-Brillant, Bureau 6500, Montréal (Québec) H3T 1P1, Québec, Canada (hereinafter "Érudit")

AND: **The LICENSEE**, legally incorporated under the laws of his country. (hereinafter "Licensee")

(hereinafter also referred to individually as "Party" and together as "Parties")

PREAMBLE

Whereas ÉRUDIT offers online access services to Documents (hereinafter definite) in digital format, including scholarly and cultural journals;

Whereas the LICENSEE is an academic, research, governmental, scholarly and/or cultural institution or organization, or any other type of institution that qualifies under ÉRUDIT's criteria and wishes to subscribe to the Services (hereinafter definite) offered by ÉRUDIT in accordance with the conditions set out in the present Agreement;

Whereas the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

The following definitions apply to this Agreement:

Authorized User A tenured, temporary, contractual or guest member of the LICENSEE's teaching or other staff, a student who is enrolled in a class at the LICENSEE's institution, or any individual who is authorized to access the LICENSEE's Secure Network from the library or any other place where he works or studies, including but not limited to the User's home, office, student residence or any other building on the LICENSEE's campus, and to whom the LICENSEE has issued a password or other means of identification, or individual members of scholarly societies that have entered into an agreement with ERUDIT for individual access.

Commercial Use Any use or sell of Documents, parts of Documents or Metadata covered by this Agreement by or for the LICENSEE, an Authorized User or a Walk-in User for the purposes of monetary reward from third parties through sale, resale, loan, transfer, rent or any other form of use. For the purposes of this Agreement, Commercial Use does not include recovery by the LICENSEE of costs directly generated by an Authorized User.

Course Pack A collection or compilation of Documents (e.g., book reviews and journal articles) assembled by the LICENSEE's staff for use by students in the course of a class offered by the LICENSEE's institution.

Confidential Information	Shall mean the Agreement, the commercial conditions attached to Agreement and all information which is confidential and which is disclosed to the Receiving Party by the Disclosing Party under this Agreement.
Digital Reserve	Digital copies of Documents (e.g., book reviews and journal articles) stored on the LICENSEE's Secure Network and made available for use by students in the course of classes offered by the LICENSEE's institution.
Document	A document in digital format available through ÉRUDIT.
Force Majeure	An external, unforeseeable, irresistible event that makes it absolutely impossible to perform an obligation.
Intellectual Property	A right to, title to or interest in intellectual property, in particular copyright, including all moral and property rights, and all derived rights pertaining to Documents.
Licensed Document	A document in digital format available through ÉRUDIT and with a consultation limited to the LICENSEES and to their Authorized Users and Walk-in Users, including the coverage of the last twelve (12) months of publication of the scholarly and the last three (3) years of the cultural journals offered by ÉRUDIT.
Management Fee	A fee sets by ERUDIT to manage the LICENSEE's account and the Services subscribed. The fee is included in the Subscription Fee but it is non-refundable and non-transferable.
Metadata	Data that provides information and describes the contents of the Documents.
Personal Information	Information, including but not limited to family names, first names, billing addresses, telephone numbers and email addresses, that ÉRUDIT is led to gather from the LICENSEE and/or Authorized Users and/or Walk-in Users.
Platform	ÉRUDIT website whose main URL is www.erudit.org and that includes satellite sites linked to it.
Policy on Open Access	The policy governing ÉRUDIT's philosophy on Open Access as described more fully in the Policy on Open Access in Appendice 1
Policy on Use	The policy governing use of ÉRUDIT's Services as described more fully in the Policy on Use of ÉRUDIT's Services in Appendice 2.
Premises	The physical premises of the LICENSEE, where there are computers which Internet Protocol (IP) addresses are set out during the Subscription Period.
Secure Network	A network, whether standalone or in the Internet environment, which is accessible only to Users who are authorized by the LICENSEE, whose identities are authenticated at the time of log-in to the network and periodically thereafter in accordance with current industry standards, such as encryption, and who are subject to ÉRUDIT's Policy on Use.
Server	The Server belonging to ÉRUDIT or a third Party designated by ÉRUDIT and on which Documents are stored and made available.

Service	Access services to Documents, such as scholarly and cultural journals in digital format, and all other forms of current or future services.
Subscription Period	The period of subscription to ÉRUDIT's Services.
Subscription Fee	Fee for the access services of the Licensed Documents, including the coverage of the last twelve (12) months of publication of the scholarly and the last three (3) years of the cultural journals offered by ÉRUDIT.
Walk-in User	An individual other than an Authorized User to whom the LICENSEE grants occasional and sporadic access to the Secure Network using the computers available on the LICENSEE's Premises.

2. PURPOSE

- 2.1 Upon payment of the Subscription Fee specific to each Licensed Document, ÉRUDIT shall grant the LICENSEE's Authorized Users and Walk-in Users the right to access the Licensed Documents covered by the Subscription Fee, through the Secure Network for research, teaching, personal and administrative purposes, in accordance with the LICENSEE's usual practices and activities, the general conditions set out in this Agreement and ÉRUDIT's Policy on Use. The right to access is non-exclusive, non-transferable and not limited by territorial boundaries.
- 2.2 This Agreement comes into effect at the confirmation of the Subscription by ERUDIT to the LICENSEE, and terminates at the end of the Subscription Period as set out in the confirmation to the LICENSEE, unless the Subscription Period is renewed through an agreement between the Parties.

3. RIGHTS

- 3.1 Subject to Article 6 (Prohibited Uses), and upon complete payment of the Subscription Fee, the LICENSEE may:
 - 3.1.1 Allow Authorized Users and Walk-in Users to access Documents and Licensed Documents on the Server through the Secure Network;
 - 3.1.2 From a LICENSEE server through the Secure Network, provide Authorized Users and Walk-in Users with access to Documents Metadata using a search engine;
 - 3.1.3 Store temporary local digital copies of all or some Documents and Licensed Documents by means of caching of all or part of the Documents and Licensed Documents in order to enable Authorized Users and Walk-in Users to use the Documents and Licensed Documents efficiently. This clause shall not be interpreted as allowing the LICENSEE to provide Authorized Users with duplicate copies of Documents and Licensed Documents;
 - 3.1.4 Provide a single paper or digital copy of a specific article upon request by an Authorized User;
 - 3.1.5 Display, download or print Documents and Licensed Documents for the purposes of internal marketing, tests or training for Authorized Users.
- 3.2 Subject to Article 6 (Prohibited Uses), Authorized Users and Walk-in Users may:
 - 3.2.1 Search, consult and display Documents;
 - 3.2.2 Save digital copies of articles or sections of Documents for personal or research uses;

- 3.2.3 Print single copies of sections of Documents for personal or research uses;
 - 3.2.4 Distribute single copies of articles or sections of Documents in paper or digital form to other Authorized Users. Under the terms of this Agreement and for teaching and research purposes, this includes the distribution of copies to Authorized User registered as a student at the LICENSEE's institution, in compliance with provisions concerning the payment of royalties to copyright holders, where applicable.
- 3.3 This Agreement shall not be interpreted as limiting the ability of the LICENSEE, Authorized Users or Walk-in Users to use Documents in any other manner that is legal in Canada under the *Copyright Act* (RS 1985, c. C-42).

4. SUPPLY OF COPIES TO OTHER LIBRARIES

- 4.1 Subject to Article 6 (Prohibited Uses), the LICENSEE may supply (under the condition that the digital and/or paper file transmitted is destroyed after use) single paper or digital copies of articles or parts of Licensed Documents to a user of another library for research or personal use, but not for Commercial Use.

5. COURSE PACKS AND DIGITAL RESERVE

- 5.1 Subject to Article 6 (Prohibited Uses), articles and sections of Documents can be included in printed Course Packs or placed on Digital Reserve so that they can be used by Authorized Users in the course of classes offered at the LICENSEE's institution, but not for Commercial Use and in compliance with provisions concerning the payment of royalties to copyright holders, where applicable. Course Packs and sections of Documents placed in the Digital Reserve must clearly indicate the source of the Document, such as the title of the journal, publisher's name, volume and numbers, title of the article, author's name and year of publication, as well as the digital source of the Document, especially ÉRUDIT Platform, the Uniform Resource Identifier (URI) and the Digital Object Identifier (DOI) if applicable.
- 5.2 All copies of Documents provided for in clause 5.1 must be destroyed by the LICENSEE at the end of use, in compliance with ERUDIT's Policy on Use.
- 5.3 Under exceptional circumstances and if the LICENSEE considers that it is necessary, Course Packs can be offered to some Authorized Users with hearing and/or vision impairments in a format other than digital or printed, for example, in audio or Braille format.

6. PROHIBITED USES

- 6.1 The LICENSEE, Authorized Users and Walk-in Users may not under any circumstances:
- 6.1.1 Remove or alter the authors' names or any other reference or proviso of the copyright holder appearing on Documents;
 - 6.1.2 Systematically make digital or printed copies of multiple sections of Documents;
 - 6.1.3 Use for any reason "robot" or "spider" software to systematically make digital or paper copies of multiple sections of Documents;

- 6.1.4 Download or distribute complete or sections of Documents on any digital network, including but not limited to any network that can be accessed via the Internet, but not including the Secure Network;
 - 6.1.5 Abuse the rights set out in Article 3 (Rights);
 - 6.1.6 Make a Commercial Use of the Documents, parts of them or their Metadata to third parties
 - 6.1.7 Attempt to override, circumvent, or disable any protection methods employed by Érudit to protect and limit the consultation of the Documents and particularly the Licensed Documents.
- 6.2 Written authorization from the Documents rightholders is required and need to be transmitted to ÉRUDIT in the following cases:
- 6.2.1 Commercial Use as define in this License;
 - 6.2.2 Systematic distribution of complete or sections of Licensed Documents to users other than Authorized Users, except in the cases described in clause 4.1.
 - 6.2.3 Publication, distribution or provision of access to Documents, work based on Documents, such as index or compilation, and works that combine Documents with any other document, except if the use is permitted under the present Agreement;
 - 6.2.4 Use of trademarks and other logos appearing on Documents;
 - 6.2.5 Change or adaptation of complete or sections of Documents, as well as change or creation of abridged versions of Documents, except if such actions are required to display Documents on a computer screen or if the case is provided for under this Agreement. Changes to words or word order are always strictly prohibited.

7. ÉRUDIT'S UNDERTAKINGS

- 7.1 ÉRUDIT shall:
- 7.1.1 Make the Licensed Documents available to the LICENSEE on the Server. ÉRUDIT shall notify the LICENSEE at least thirty (30) days in advance of any major change to Licensed Documents. If the change in question impairs negatively and substantially use of Licensed Documents, the LICENSEE may, within thirty (30) days of receipt of the notice, consider the change to be cause to cancel the Agreement within the meaning of clauses 11.1.2 and 11.4;
 - 7.1.2 Make reasonable efforts to ensure that the Licensed Documents are complete and faithful to their original version;
 - 7.1.3 Make reasonable efforts to provide access to a digital copy of every new issue of Licensed Documents within a maximum of three (3) months following receipt of the files by ÉRUDIT. If technical difficulties make it impossible to provide access to a digital copy of an issue of Licensed Documents, the reasons for this must be identified and conveyed to the LICENSEE in a timely manner;
 - 7.1.4 Make reasonable efforts to ensure that the Server is powerful enough and that the bandwidth is appropriate to support the LICENSEE's use of the Service in accordance with current standards in the Web publication industry of this type of document. However, ÉRUDIT cannot guarantee continuous, uninterrupted

- access to the Platform, Services and Documents or that the Platform, the Services and the Documents are free of defects, viruses or other harmful components;
- 7.1.5 Make reasonable efforts to provide the LICENSEE and Authorized Users with access to Licensed Documents at all times, twenty-four (24) hours a day, except when maintenance has to be carried out, in which case the LICENSEE must be given prior notice, when possible, of the service interruption. Access to Licensed Documents shall be re-established as soon as possible if there is a service interruption or suspension.
- 7.1.6 Make every necessary effort to ensure maintenance of and compliance with the terms of this Agreement if the rights to some Licensed Documents are transferred by the rightholders to a new publisher.
- 7.2 ÉRUDIT reserves the right to withdraw from Documents any section for which it no longer holds, especially but not only, the dissemination rights, or if there is reasonable cause to believe that it infringes copyright, or is libellous, obscene or otherwise in violation of the law. ÉRUDIT shall give the LICENSEE written notice of such withdrawal when it concerns the Licensed Documents subscribed. If the withdrawal concerns over ten percent (10%) of the Licensed Documents subscribed, ÉRUDIT shall reimburse the LICENSEE for the portion of the Subscription Fee paid to cover the unused Subscription Period, minus ÉRUDIT Management fees.
- 7.3 On a monthly basis, ÉRUDIT make available for the LICENSEE data on the number of articles consulted by Authorized Users and Walk-in User for statistical purposes. ERUDIT reserves the right to use the data for promotional purpose. Compilation of the data and all subsequent use of it must comply with the *Act respecting access to documents held by public bodies and the protection of personal information* and the *Act respecting the protection of personal information in the private sector*. The parties shall take all necessary measures to ensure the anonymity of both Authorized and Walk-in Users and the confidentiality of their research.
- 7.4 Subject to clause 7.2 and to the Policy on Open Access, ÉRUDIT shall make available in Open Access the Licensed Documents when their restriction period is over, be twelve (12) months after the publication of the issue for the scholarly journals and three (3) years for the cultural journals.
- 7.5 The representations respecting Documents or its Platform made by ÉRUDIT in this Agreement shall be the only representations provided and constitute a limited guarantee. The Licensed Documents are supplied 'as is'.
- 7.6 Subject to clause 7.1, ÉRUDIT shall under no circumstances be held responsible to the LICENSEE or any other person including, but not limited to, Authorized Users and Walk-in Users, for copyright infringement or any special, exemplary, incidental or indirect damages resulting from use of or inability to use Documents. ÉRUDIT's liability for any claims, losses or damages resulting from breach of this Agreement shall always be limited to the Subscription Fees paid by the LICENSEE to ÉRUDIT for the Subscription Period.

8. THE LICENSEE'S UNDERTAKINGS

8.1 The LICENSEE shall:

- 8.1.1 Make reasonable efforts to ensure that Authorized Users and Walk-in Users are notified of and comply with the terms of this Agreement and ÉRUDIT's Policy on Use, and take all appropriate action to ensure that Documents are used legally;

- 8.1.2 Make reasonable efforts to ensure compliance with the terms of this Agreement, notify ÉRUDIT as soon as it becomes aware of unauthorized use of Documents and take all reasonable and appropriate action, including but not limited to punitive sanctions, in order to ensure that non-compliant use ceases and does not recur;
 - 8.1.3 Establish and maintain a Secured Network, a compliant browser software and any software required to access to the Platform and to the Licensed Documents. LICENSEE understands and accepts that Documents may migrate to other formats in a manner consistent with evolving industry standards. LICENSEE and Authorized Users shall be responsible for all cost associated with the use of the Platform, the Services and the Documents;
 - 8.1.4 Access to the Platform is controlled through the use of registered IP addresses, or, at ÉRUDIT's sole discretion, passwords or other methods. Within thirty (30) days of the date that this Agreement comes into effect, the LICENSEE shall provide ÉRUDIT with all information required, including IP addresses and contact person, to provide access to Licensed Documents. If the LICENSEE has to make significant changes to the information, he must notify ÉRUDIT at least ten (10) days before the changes come into effect;
 - 8.1.5 Remote access to the Platform is controlled through the use of LICENSEE's secured proxy servers. Referring URL is also offered as an alternative method for remote access whenever proxy server method is not possible. LICENSEE is responsible to provide, maintain and secure proxy servers or to provide, maintain and secure the website on which the referring URL will be embedded and to make reasonable efforts to ensure that only Authorized Users can access to the Licensed Documents.
 - 8.1.6 Provide to Authorized Users only and to Walk-in Users upon request information giving access to ÉRUDIT's Services, and make reasonable efforts to ensure that this information is not disclosed to benefit third parties;
 - 8.1.7 Keep a record of information about Authorized and External Users and any information concerning their access to Érudit Services when it is necessary to identify user abuse.
 - 8.1.8 Make reasonable efforts to ensure that only Authorized Users and Walk-in Users access Licensed Documents.
- 8.2 Subject to applicable legislation, the LICENSEE agrees to hold ÉRUDIT harmless from any loss, damages, costs, responsibility and expenses, including reasonable legal fees and honoraria, resulting from any claim or legal action brought against the LICENSEE and/or ÉRUDIT by third partie concerning any use of Documents by the LICENSEE or Authorized or Walk-in Users or from any failure by the LICENSEE to discharge the obligations set out in this Agreement.

9. PAYMENT

- 9.1 The LICENSEE shall pay the Subscription Fee within thirty (30) days of receipt of the invoice and, if applicable, within thirty (30) days of receipt of the invoice preceding every subsequent Subscription Period. Receipt of payment is an essential condition for this Agreement to come into effect. For the purposes of this Agreement, the Subscription Fee shall not include any taxes and the LICENSEE alone shall be liable for any taxes applicable to the Subscription Fee.

The Subscription Fee shall be paid to ÉRUDIT, or where appropriate to the authorized representative:

Consortium Érudit S.E.N.C
Pavillon 3744 Jean-Brillant, bureau 6500, BRDV-CEN-R
Université de Montréal
C.P. 6128, Succursale Centre-ville
Montréal (Québec) H3C 3J7

10. UNDERTAKINGS BY BOTH PARTIES

- 10.1 Each Party shall make all reasonable efforts to protect and comply with the Intellectual Property, Personal Information, Confidential Information and property rights of the other Party, in compliance with this Agreement and ÉRUDIT's Policy on Use.
- 10.2 Each Party agrees to hold in confidence any Confidential Information of the other Party disclosed to it, and not to use the other Party's Confidential Information for any purpose except in furtherance of the herein Agreement unless having the prior written consent of the other Party.
 - 10.2.1 This obligation of confidentiality shall not, however, apply to information which:
 - 10.2.1.1 was part of the public domain prior to the time of disclosure;
 - 10.2.1.2 becomes part of the public domain after the time of disclosure other than through any act or omission of the receiving Party in breach of this contract;
 - 10.2.1.3 was known to the receiving Party prior to the time of disclosure, as demonstrated by competent written evidence or becomes known to the receiving Party without restriction from a third Party not under an obligation of confidentiality.
 - 10.2.1.4 must be disclosed because of a legal obligation or a court order.
 - 10.2.2 Each Party agrees to destroy Confidential Information when this Agreement comes to an end, and to not retain any Confidential Information, except if having the prior written consent of the other Party.

11. TERMINATION OF THIS AGREEMENT

- 11.1 Aside from termination of this Agreement at the end of the Subscription Period as set out in clause 2.2 and unless the Subscription Period is renewed, this Agreement shall be terminated:
 - 11.1.1 If the LICENSEE fails to pay the Subscription Fee and does not pay within thirty (30) days of receipt of written notice from ÉRUDIT;
 - 11.1.2 If ÉRUDIT intentionally and repeatedly breaches any clause of this Agreement when such breach can be prevented, and if it fails to remedy the situation within sixty (60) days of receipt of written notice from the LICENSEE;
 - 11.1.3 If the LICENSEE intentionally and repeatedly infringes ÉRUDIT's copyright or any other right, if the rights defined in Article 3 (Rights) are abused or if Documents are used in a prohibited manner within the meaning of Article 6 (Prohibited Uses) of this Agreement;
 - 11.1.4 In case of bankruptcy, insolvency, liquidation, seizure, assignment of property, or discontinuance of business by either of the Parties.

- 11.2 Termination of this Agreement does not entail that a Party loses a right or is freed from an obligation, particularly with respect to Intellectual Property, the limitation on the guarantee and the limitation on liability. Such rights and obligations survive termination of this Agreement.
- 11.3 Upon termination of this Agreement for the reasons set out in clauses 11.1.1 and 11.1.3, the LICENSEE shall immediately cease distributing and making Licensed Documents available to Authorized and Walk-in Users, and destroy every copy of the Licensed Documents in its possession.
- 11.4 Upon termination of this Agreement by the LICENSEE for the reasons set out in clauses 7.2 and 11.1.2, ÉRUDIT shall reimburse without delay the portion of Subscription Fee equivalent to the portion of the Subscription Period for which the LICENSEE has paid but has not used, minus Management Fee.
- 11.5 Upon termination or cancellation of this Agreement, LICENSEE access to Licensed Documents ceased and the Licensed Documents for which Subscription Fees have been paid will be available upon ÉRUDIT's Policy on Open Access.

12 GENERAL PROVISIONS

- 12.1 The preamble, Appendice 1 and Appendice 2 is an integral part of this Agreement.
- 12.2 This Agreement comes into effect upon the Subscription confirmation by ERUDIT.
- 12.3 French version of this Agreement prevails on any other version if difference or doubt on its meaning occur.
- 12.4 This Agreement sets out the whole, integral agreement between the Parties and excludes all prior or concomitant documents, contracts and verbal promises that may have been made in the course of the negotiations that preceded the complete execution of this Agreement and that the Parties declare inadmissible as evidence that could change or affect in any way any clause in this Agreement.
- 12.5 This Agreement may be amended only by another written document duly signed by all of the Parties.
- 12.6 Neither Party may assign or otherwise transfer to a third Party all or part of the rights contained in this Agreement without obtaining prior written permission to that effect from the other Party.
- 12.7 Any notice addressed to a Party shall be considered to have been given validly if it is in writing and sent either by email (client@erudit.org), by registered or certified mail, by bailiff or by courier service to ERUDIT at the address indicated below and to the LICENSEE at the address given when subscribing, or any other of which the Party concerned may inform the other Party by similar means.

Erudit Customer Service, Université de Montréal
C.P. 6128 Centre-ville
Montréal, Qc
Canada, H3C 3J7
+1-514-343-6111 poste 5500
- 12.8 Neither Party shall be considered to have breached this Agreement if performance of all or some of its obligations is delayed or prevented by Force Majeure.
- 12.9 If an article, paragraph or provision (or part thereof) proves to be illegal or nul and void, the legality of neither the other articles, paragraphs and provisions in this Agreement, nor the rest of the article, paragraph or provision in question shall be affected in any way, unless the opposite intention is clear in the text.

- 12.10 Either Party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.
- 12.11 This Agreement shall be governed by the laws of Quebec and by the laws of Canada applicable therein. Any dispute arising from the Agreement shall be decided by the courts of Quebec in the district of Montréal.

APPENDICE 1:

Policy on Open Access

Open Access (OA) arises as one of the best model for research results dissemination. A worldwide consensus is building around it: governments, universities, publishers and researchers are now turning to OA e-journals, strengthening this model for its further growth.

Open Access Dissemination Model

For more than 15 years, Érudit has been a forerunner of Open access, crafting an innovative dissemination model for scholarly and cultural journals available on its platform:

- Delayed Open-access
Érudit disseminates 89 delayed open-access journals: while access to the last twelve months of publication of scholarly journals is restricted, the entire back issues archive is freely available.
- Gold Open-access
Érudit disseminates 42 full open-access journals.
- Green open-access
Érudit offers a document repository space to 37 Canadian research centres and chairs affiliated with a Quebec university.

Corpus

With this model, the majority of the Érudit document corpus is freely available:

- 95% of the content on Érudit available in open-access
 - Entirety of journals in complete OA;
 - Entirety of restricted journals' back issues archive;
 - Entirety of documents and raw data;
 - Entirety of harvested thesis.
- 5% of the content under restriction on Érudit
 - Issues of the last 12 months of restricted scholarly journals or the last 3 years of cultural journals (subscription needed).

Commitment towards Open Access

This innovative model guarantees a fair income for publishers by the redistribution of subscription revenues and a free and open access to research outputs. Thanks to this unique model, Érudit – a not for profit Canadian consortium – supports scholarly publishers, Open Access and access to relevant, rigorous and peer-reviewed content for the academic community.

APPENDICE 2:

Policy on Use of ÉRUDIT's Service

Terms and Conditions

The purpose of this Policy is to establish the conditions for use of the ÉRUDIT platform and the services offered on it, mainly located at www.erudit.org and which also includes satellite sites linked to it (defined as the "Platform"). The purpose of this Policy is also to ensure appropriate use of the Platform, and individual and collective behavior that complies with the requirements of the ÉRUDIT Consortium, its partners, subscribers, publishers and other rights holders, and applicable legislation.

Any person who uses the Platform ("User") agrees to be bound by these Terms and Conditions. Any User who does not agree to be bound by these Terms and Conditions, is pleased to not access or use the Platform. These Terms and Conditions set out the whole, integral agreement between the User and ÉRUDIT Consortium.

The ÉRUDIT Consortium specifically reserves the right to change or update without prior notice the Terms and Conditions related to use of the Platform. In order to receive notice of such changes, the ÉRUDIT Consortium and its partners advise all Users to consult this page regularly.

1. Permitted and Prohibited Uses

The ÉRUDIT Consortium and its partners allow Users to access the Platform, consult the content found there and use the services offered there for personal and research purposes only.

Users may:

- Search, consult and display documents;
- Save digital copies of articles or sections of documents for personal or research uses;
- Print single copies of sections of documents for personal or research uses;
- Distribute single copies of articles or sections of documents in paper or digital form to other Users, under the conditions that those copies are destroyed after use.

Users cannot:

- Delete or change the names of authors or any reference or proviso related to the copyright holder appearing on Documents and articles published on ÉRUDIT;
- Systematically make digital or paper copies of sections of Documents or articles published by ÉRUDIT;
- Use for any reason "robot" or "spider" software to systematically make digital or paper copies of sections of Documents or articles published by ÉRUDIT;
- Download or distribute complete or sections of Documents and articles published by ÉRUDIT on any electronic network including, but not limited to, any network accessible over the Internet.
- Make a Commercial Use of the Documents, parts of them or their Metadata to third parties
- Attempt to override, circumvent, or disable any protection methods employed by Érudit to protect and limit the consultation of the Documents and particularly the Licensed Documents.

Written authorization from the rightholders is required in the following cases:

- Commercial Use of complete or sections of documents as defined in this Policy;

- Systematic distribution of complete or sections of documents to users other than Authorized Users;
- Publication, distribution or provision of access to documents, work based on documents, such as index or compilation, and works that combine documents with any other document, except if the use is permitted under the present Policy;
- Use of trademarks and other logos appearing on documents;
- Change or adaptation of complete or sections of documents, as well as change or creation of abridged versions of documents, except if such actions are required to display documents on a computer screen or if the case is provided for under this Policy.

Changes to words or word order are always strictly prohibited.

2. Intellectual Property

All of the documents and articles published on ÉRUDIT are subject to intellectual property rights held by the publishers and other copyright holders, or are used with authorization or under license, which limits the ways that they can be distributed. ÉRUDIT Consortium holds a distribution right only for article disseminate on its Platform. ÉRUDIT Consortium asks the permanent URL of articles to be included in the reference when articles are cited.

Any unauthorized copy, republish, reproduce, distribute or completely or partially change are strictly prohibited. Moreover, use of trademarks and other logos appearing on ÉRUDIT is also subject to prior written authorization from the ÉRUDIT Consortium or other copyright holders. Any other use of content published by ÉRUDIT without prior written authorization from the ÉRUDIT Consortium or other rights holders is strictly prohibited and could expose the offender to legal sanctions. COPIBEC manages the royalties on copyright for works printed in Quebec. Users are asked to visit COPIBEC's site at www.copibec.qc.ca to determine whether reproduction of the work is subject to COPIBEC authorization.

It should be noted that equitable use of a work (without authorization) for personal instruction, research, criticism or report purposes is not an infringement of copyright.

3. Confidentiality

The ÉRUDIT Consortium and its partners respect and protect the confidentiality of Users. In the course of delivering ÉRUDIT's services, the ÉRUDIT Consortium and its partners are required to manage the collection, use and transmission of some personal information in compliance with the *Act respecting access to documents held by public bodies and the protection of personal information L.R.Q., C-A-2.1* and the *Act respecting the protection of personal information in the private sector(L.R.Q., C-P-39.1)*.

Érudit Privacy Policy is available at <https://www.erudit.org/en/privacy>

Cookie Policy of Érudit is available at <https://www.erudit.org/en/cookies>

Personal information is never used or conveyed for purposes other than those for which it was gathered, unless the User consents to such use or it is legal. Such personal information is kept only as long as necessary to achieve specific goals.

By submitting a written request to info@erudit.org a user can consult personal information concerning himself or herself that has been collected by the ÉRUDIT Consortium and/or its partners. Access to personal information shall be given within a reasonable time frame.

4. Accuracy of the Information

Despite all the effort that has gone into providing high-quality content on the ÉRUDIT platform, there may be some inaccuracies and typographical errors. The ÉRUDIT Consortium and its partners cannot be held liable for such errors.

5. General Limitations of Liability

The ÉRUDIT Consortium and its partners reserve the right to change the content on the Platform and the right to interrupt access for any reason without prior notice, including the right to shut the Platform down with or without prior notice, without incurring any liability to Users, any other users or any third party.

The Platform, content and services are offered 'as is' and 'as Available'.

The ÉRUDIT Consortium and its partners make no claims and provide no guarantees or explicit, implicit or statutory claims about the operation of the Platform or the services offered on it, about the accuracy, exhaustiveness, quality, timeliness or appropriateness of the Platform, its content or services, about whether the links to the Platform or from the Platform will not be intercepted, or about whether the Platform, its content and the services offered are free of viruses or other mechanisms or components that could have effects. The ÉRUDIT Consortium provides no guarantees for external sites referenced or for hyperlinks embedded in the documents on the Platform.

ÉRUDIT cannot guarantee continuous, uninterrupted access to the documents and the Platform and cannot be held responsible by the Users for the consequences of such interruptions.

ÉRUDIT reserves the right to withdraw from documents any section for which it no longer holds, especially but not only, the publication rights or if there is reasonable cause to believe that it infringes copyright, or is libelous, obscene or otherwise in violation of the law. ÉRUDIT cannot be held responsible by the Users for any copyright infringement.

6. Governing Law

The Policy on Use of the Platform and the relationship between the user and the ÉRUDIT Consortium are governed by the laws of the Province of Quebec, Canada. The Parties agree to elect domicile in the judicial district of Montreal, Province of Quebec, Canada, and choose it as the district appropriate for hearing any claims flowing from the interpretation, application, performance, entry into effect, validity and effects of this Policy on Use.

7. Information and Questions

For further information on this Policy, please write to info@erudit.org.