

**SOCIETY FOR PERSONALITY RESEARCH  
TERMS AND CONDITIONS FOR THE ELECTRONIC VERSION OF  
SOCIAL BEHAVIOR AND PERSONALITY: AN INTERNATIONAL JOURNAL**

**WHEREAS** the Publisher holds the rights granted under these terms and conditions.

**AND WHEREAS** the Subscriber and/or Site Member desires to use the rights and the Publisher desires to grant to the Subscriber a license to use the rights for the Subscription payment.

**IT IS AGREED AS FOLLOWS**

**1. Key definitions**

In the Agreement, the following terms shall have the following meanings:

**1.1 Authorized Users**

Current members of the staff of the Subscriber (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Subscriber's institution, who are permitted to access the Secure Network from within the premises of the Subscriber and from such other places where Authorized Users work or study, including without limitation halls of residence and lodgings and homes of Authorized Users, and who have been issued by the Subscriber with a password or other authentication if required.

**1.2 Commercial Use**

Use for the purposes of monetary reward (whether by or for the Subscriber or an Authorized User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Subscription Materials. For the avoidance of doubt, neither recovery of direct costs by the Subscriber from Authorized Users, nor use by the Subscriber or by an Authorized User of the Subscription Material in the course of research funded by a commercial organization, is deemed to constitute Commercial Use.

**1.3 Subscription**

The Subscription is the annual subscription price for the journal, Social Behavior and Personality: An International Journal. The Subscription covers supply of the paper version, and if requested by the Subscriber, access to the electronic version of the journal during the period of the paid subscription. The annual subscription price will be paid within 30 days of a request for subscription being made by the Subscriber.

**1.4 Library Premises**

The physical premises of the Library or Libraries operated by the Subscriber.

**1.5 Subscription Material**

The material as published from time to time in Social Behavior and Personality: An International Journal.

**1.6 Secure Network**

A network (whether a stand alone network or a virtual network within the Internet) which is only accessible to Authorized Users and Walk-in Users approved by the Subscriber whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by the Subscriber.

## **1.7 Walk-in Users**

Persons who are not Authorized Users but who are registered as permitted users of the Subscriber's library or information service and who are permitted to access the Secure Network from computer terminals within the Library Premises. For the avoidance of doubt, the payment of a fee in order to be registered as a Walk-in User is deemed not to constitute Commercial Use under Clause 1.2 above. Extramural /Extension/ Distance Education students for the purposes of this agreement, are deemed to be operating from the Library premises.

## **2. Agreement**

**2.1** The Publisher agrees to grant the Subscriber the non-exclusive and non-transferable right via the *Social Behavior and Personality* Website and or other interfaces to give Authorized and Walk-in Users access to the Subscribed Material via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this Subscription Agreement..

**2.2.** The Subscription shall commence when requested by the Subscriber and remain in effect until the Subscription expires through non-payment of the Subscription or Termination subject to Clause 6 below.

## **3. Permitted uses**

**3.1** The Subscriber may, subject to Clause 4 below:

**3.1.1** Make such [temporary] local electronic copies by means of caching [or mirrored storage] of all or part of the Subscribed Material as are necessary to ensure efficient use by Authorized [and Walk-in] Users, provided that such use is subject to all the terms and conditions of this Agreement and does not result in the making available to Authorized [and Walk-in] Users of duplicate copies of the Subscribed Material.

**3.1.2** Allow Authorized Users to have access to the Subscribed Material, from the Publisher's server or from another server designated by the Publisher via the Secure Network

**3.1.3** Allow Walk-in Users to have access to the Subscribed Material, from the Publisher's server or from another server designated by the Publisher at computer terminals within the Library Premises

**3.1.4** Provide, or permit Authorized and Walk-in Users with integrated access and an integrated article author, article title and keyword index to the Subscribed Material and all other similar material licensed from other publishers

**3.1.5** Provide single printed or electronic copies of single articles at the request of individual Authorized Users

**3.1.6** Supply to an Authorized User of another library (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing), for the purposes of research or private study, a single paper copy of an electronic original of an individual document.

**3.1.7** Display, download or print the Subscribed Material for the purpose of internal marketing or testing, or for training Authorized Users.

**3.2** Authorized Users and Walk-in Users may, subject to Clause 4 below:

**3.2.1** Search, view, retrieve and display the Subscribed Material

**3.2.2** Electronically save parts of the Subscribed Material for personal use

**3.2.3** Print off single copies of parts of the Subscribed Material

**3.2.4** Distribute single copies of parts of the Subscribed Material in print or electronic form to other Authorized Users

**3.3** Only Authorized Users may, subject to Clause 4 below:

**3.3.1** Incorporate parts of the Subscribed Material in printed or electronic Course or Study Packs for the use of Authorized Users in the course of instruction. Each such item shall carry appropriate acknowledgement of the source, listing title and author of extract, title and author of work, and publisher. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Subscriber, are visually impaired.

**3.4** Nothing in this Subscription Agreement shall in any way exclude, modify or affect anything the Subscriber is allowed to do in respect of any of the Subscription Materials under any statutory rights granted by the New Zealand Copyright Act 1994 and any amending legislation.

#### **4. Prohibited uses**

**4.1** Neither the Subscriber nor Authorized or Walk-in Users may remove or alter the authors' names or the Publisher's copyright notices or other means of identification or disclaimers as they appear in the Subscribed Material.

**4.2** Neither the Subscriber nor Authorized or Walk-in Users may systematically make print or electronic copies of multiple extracts of the Subscribed Material for any purpose (other than backup copies as permitted in Clause 3.1.1).

**4.3** Neither the Subscriber nor Authorized or Walk-in Users may provide, by electronic means, to a user at another library or elsewhere, a retained electronic copy of any part of the Subscribed Material.

**4.4** Subject to the provisions of Clause 4.2, neither the Subscriber nor Authorized or Walk-in Users may mount or distribute any part of the Subscribed Material on any electronic network, including without limitation the Internet and the World Wide Web.

**4.5** The Publisher's explicit written permission must be obtained in order to:

**4.5.1** Use the whole or any part of the Subscribed Material for any Commercial Use

**4.5.2** Systematically distribute the whole or part of the Subscribed Material to anyone other than Authorized Users

**4.5.3** Publish, distribute or make available the Subscribed Material, works based on the Subscribed Material or works which combine it with any other material, other than as permitted in this Subscription Agreement.

**4.5.4** Alter, abridge, adapt or modify the Subscribed Material, except to the extent necessary to make it perceptible on a computer screen, or as otherwise permitted in this Subscription Agreement, to Authorized and Walk-in Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

#### **5. Undertakings**

**5.1** The Publisher warrants that authors are aware that when they agree to publish their work in *Social Behavior and Personality*, An International Journal, they have agreed by their actions that the copyright of their articles rests with the Publisher. Authors are responsible for obtaining any copyright permissions necessary for publication of their articles. The Publisher maintains an open

editorial policy, and may or may not endorse the conclusions of articles published. Neither Publisher nor its editors assumes any responsibility for any material considered to be defamatory, obscene, unlawful or otherwise objectionable. However, the Publisher reserves the right at any time to withdraw from the Subscribed Material any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Publisher shall give notice of this by publication of appropriate notice .

**5.2** The Subscriber shall:

5.2.1 Use all reasonable endeavors to ensure that all Authorized and Walk-in Users are appropriately notified of the importance of respecting the intellectual property rights of the Publisher in the Subscribed Material and of the sanctions which the Subscriber imposes for failing to do so.

5.2.2 Use all reasonable endeavors to ensure that Authorized and Walk-in Users are made aware of and undertake to abide by the terms and conditions of this Subscription Agreement; use all reasonable endeavors to monitor compliance and immediately on becoming aware of any unauthorized use or other breach, inform the Publisher and take all reasonable steps, including appropriate disciplinary action, both to ensure that such activity ceases and to prevent any recurrence

5.2.3 Keep full and up-to-date records of Internet Protocol domains of Authorized User computers, and provide the Publisher with periodic lists of additions, deletions or other alterations to such records as agreed between the parties from time to time

5.2.4 If passwords and usernames are used, to issue these only to Authorized Users and use all reasonable endeavors to ensure that Authorized Users do not divulge their passwords or other access information to any third party

5.2.5 Allow Walk-in Users access to the Subscribed Materials only from authorized computer terminals (identified by the Internet Protocol domains as supplied to the Publisher).

5.2.6 Use all reasonable endeavors to ensure that only Authorized and Walk-in Users are permitted access to the Subscribed Material and if appropriate notify the Publisher within a reasonable period of any person ceasing to be an Authorized User.

5.3 Nothing in this Subscription Agreement shall make the Subscriber liable for breach of the terms of the Subscription Agreement by any Authorized or Walk-in User provided that the Subscriber did not cause, knowingly assist or condone the continuation of such breach after becoming aware of an actual breach having occurred.

5.4 The Subscriber shall, in consideration for the rights granted under this Subscription Agreement, pay the Subscription in accordance with clause 2.1 no later than 30 days of the commencement of the new subscription period.

5.5 Each party shall use its best endeavors to safeguard the intellectual property, confidential information and proprietary rights of the other party.

5.6 The Subscriber shall email claims for missing print journal copies to the Publisher within three months of the scheduled publication month (counting from the 15th of that month).

**6. Termination**

6.1 In addition to the automatic termination (unless renewed) under Clause 2, this Subscription Agreement is terminated if either party gives written notice to the other in the following circumstances:

6.1.1 The Subscriber defaults in making payment of the Subscription in accordance with clause 2.1 and fails to remedy such default within thirty days of notification in writing by the Publisher

**6.1.2** Either party commits a material or persistent breach of any term of this Subscription Agreement and fails to remedy the breach (if capable of remedy) within thirty days of notification in writing by the other party

**6.1.3** Either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.

**6.2** On termination all rights and obligations of the parties automatically terminate except for:

**6.2.1** Those specified in 3.4 and 5.1 and 5.5 above

**6.2.2** All obligations in respect of Subscription Material to which access continues to be permitted.

**6.3** On termination of this Subscription Agreement for cause, as specified in sub-Clauses 6.1.1 to

**6.1.3** Above, the Subscriber shall immediately cease to distribute or make available the Subscription Material to Authorized and Walk-in Users.

## **7 General**

**7.1** This Subscription Agreement may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

**7.1.1** If rights in all or any part of the Subscription Material are assigned to another publisher, the Publisher shall [use its best endeavors to] ensure that the terms and conditions of this Subscription Agreement are maintained.

**7.2** Alterations to this Subscription Agreement are only valid if they are recorded in writing and signed by both parties.

**7.3** Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this Subscription Agreement or to such other address as notified by either party to the other as its address for the service of notices and all such notices shall be deemed to have been received within 14 days of posting.

**7.4** Either party's failure to perform any term or condition of this Agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures or damage to or destruction of any network facilities) shall not be deemed to be, or to give rise to, a breach of this Agreement.

**7.5** This Agreement shall be varied, whether in whole or in part, only by the agreement of both parties in writing.

**7.6** The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

**7.7** Any provision of this Agreement which in any way contravenes the law of New Zealand will be deemed severable and will not affect any other provisions of the Agreement.

**7.8** The failure of either party to require performance by the other party of any provision of this Agreement will not affect its full right to require such performance at any subsequent time; nor will the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.