



VIA EMAIL at [name@institution.TLD]

\_\_\_\_\_ 201\_\_

[Name]  
[Title]  
[Institution]  
[Address]  
[Address]

Re: [First | Second | etc] Amendment to Elsevier [Subscription | License] Agreement No. \_\_\_\_\_

Dear [Name]:

Reference is made to the above agreement, dated \_\_\_\_\_ 201\_\_, [as [last] amended on \_\_\_\_\_ 201\_\_,] for [database name(s)] (“Agreement”). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement.

This letter confirms that the parties agree that the Agreement is amended, effective \_\_\_\_\_ 201\_\_, as set forth below.

**[If SD academic/government:]**

- The Subscriber may:
  - (i) extract and index Data (as defined below) from the articles authored by Authorized Users included in the Subscribed Products, to index in the user interface of Subscriber’s product by implementing both the [SD Search API](#) and the [SD Article Entitlement API](#), and store in perpetuity in, the Subscriber’s secure database system that Subscriber uses to collect, preserve and disseminate information about the intellectual output of the Subscriber’s institute(s) (“Institutional Repository”) and to publically display Snippets (as defined below), provided that:
    - (a) the display of any Data will at all times include (if available) the associated Digital Object Identifier (“DOI”), and
    - (b) links are incorporated in the Data to the relevant article landing page in Subscribed Product from which such Data was extracted by which such link to Subscribed Product is displayed more prominently than the links to other versions of the article, and
    - (c) the indexes only include Data and no other parts of the full text articles, and
    - (d) Subscriber shall provide on a monthly basis to Elsevier complete and accurate usage data reports on the Subscriber’s Institutional Repository usage activity in a mutually agreed upon format which shall at a minimum specify preprint and author manuscripts usage, during the pilot period of 6 months.

(ii) Subscriber is obligated to remove illicit versions of full text articles upon Elsevier's request and allow Elsevier to review the implementation of the Data into the Institutional Repository. Elsevier shall have the right to suggest improvements to the display and ranking of the search results for the articles that are available in ScienceDirect.

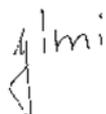
"Data" will be limited to the following: index terms, bibliographic information, headers, references, digital object identifiers, footnotes, acknowledgements, keywords, author affiliation, Snippets (as defined below) and abstracts, or any other data when included, of the full text articles. Abstracts may only be displayed on the abstract records on the Subscriber data's websites, all other services of the Institutional Repository, such as (but not limited to) alerts, e-mail services and API's may only display Snippets but not abstracts.

"Snippets" mean a first page PDF preview of the full text article or short contextually relevant query-dependent text or data which may include bibliographic metadata as well as a maximum of 120 words of query-dependent text from individual full text articles.

To confirm acceptance of the foregoing, kindly arrange to have a duly authorized representative send confirmation by reply email to [SSCemailname]@elsevier.com, attaching this letter.

Sincerely,

**ELSEVIER B.V.**



Gino Ussi  
Executive Vice President Research Solution Sales

Amendment No. \_\_\_\_\_

Rev Apr 2015

cc: [AccountManager'sEmailName]@elsevier.com  
[SolutionsSalesManager'sEmailName or CustomerConsultant'sEmailName]@elsevier.com