



**CRL – New York Times Academic Site License Offer**

**Library Participant Agreement Form**

On behalf of the undersigned institution (“University”) named below, I hereby confirm that I am the University’s authorized representative, and have read and agree on behalf of the University to abide by the terms and conditions of the attached CRL New York Times Terms of Agreement (“License Agreement”) made between the Center for Research Libraries (CRL) and the New York Times (“Licensor”) for the electronic resources licensed pursuant to said License Agreement (“Licensed Material”).

I understand that the University will be billed at the rate per billable user for the product I select below.

**New York Times News Access:** \$\_\_\_ per \_\_\_\_\_ users per year

**New York Times | All Access:** \$\_\_\_ per \_\_\_\_\_ users per year

University acknowledges and agrees that University shall not seek to hold Center for Research Libraries, the authorized signatory of the License Agreement, responsible or liable for any losses, claims, damages, awards, settlements, penalties or injuries of any kind (collectively, “Losses”) relating to, arising from, or in connection with any act or omission of University, or any person or entity affiliated with University or using Licensed Material through the University, including without limitation any faculty, staff, student or any walk-in to University’s site(s); provided that no such Losses arise, in whole or in part, from any act or omission of CRL or any person or entity affiliated with CRL.

Moreover, because CRL cannot fulfill financial obligations for publisher purchases/subscriptions until all monies are received by CRL, the University also agrees to abide by the payment terms stated in all CRL invoices for the Institution’s subscriptions and/or purchases made under this authorization.

\_\_\_\_\_  
 Library Participant Representative Name  
 (Authorized signatory for the University)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 University Name

\_\_\_\_\_  
 Date

**Once you have decided to subscribe to/purchase, please complete, sign, and return this form to [licensing@crl.edu](mailto:licensing@crl.edu).**



**Terms of Agreement**  
**New York Times Academic Site License Purchase**  
**Signed May 27, 2021**

**License**

The New York Times (NYT) Grants to the Center for Research Libraries (Client) a non-exclusive, non-transferable, non-sub-licensable license to allow its Authorized Users to consume NYT content for personal use and instruction.

**Authorized Users**

Each person who is receiving access to the Subscription through information provided by the Client is an Authorized User. All users of an Academic Site License must register on NYTimes.com, which is free. Participating institutions must choose one of the following Subscription options:

**Option 1. Group Subscription:** An institution can enroll a small subset of its entire student/staff/faculty population. The institution supplies a list of the names, email addresses, and status of all individuals to be included in the subscription, and updates the list with the Times as names and addresses change. This is the most customizable option. Option 1 is used only for academic departments or courses (not selected individual users).

**Option 2. Email Domain:** This option covers the entire faculty, staff, and student population covered by the institution's selected email domains (such as *law.institution.edu*), and possibly including the entire domain range. The institution provides the email domain information, which is used to authenticate eligible users. Users then register themselves, providing the Times their names and school (.edu) email addresses. Once registered, users can access the New York Times from any location.

**Option 3. IP Range + EZ Proxy:** This option covers the entire faculty, staff, and student population. Eligible users are authenticated by subscribing institution IP address ranges, rather than by email domain. Each user must first register with the NYT through a registered institutional IP address, providing the Times with their name and email address. Once registered, users can access New York Times from any location.

In Options 2 & 3, the user comes in via domain or IP the first time and "grabs a pass." S/he enters user name and approved campus email address, which provides access to the NYT site. For faculty and staff, academic passes can be issued for four-years. Users will be notified they must re-authenticate when that period ends. However, students are asked, at time of initial sign-up, for their expected graduation date, and their "pass" will not need to be re-authorized until such time.

Institutions are responsible for notifying CRL annually of any changes in Domains or IP addresses, as needed.

Client agrees to provide NYT with true, accurate and complete information as required by the Subscription sign-up process, including the participating institutions' IP Range(s), and to allow NYT to share Client's information with third parties for the purpose of verifying the information the Client provides. Client agrees to maintain and promptly update participating institution information and any other information provided to us, including the

participating institution IP Range(s). Client will be liable for any damages arising from any inaccurate information provided by the Client.

### **Restrictions**

Subscription does not constitute authorization for Client to copy content from NYT digital products or publish such content on Client's website, intranet or any other platform.

An Academic Site License provides access to the New York Times from Volume 1, 1851 - current. It does not replace database services to which Client may currently subscribe.

Authorized Users, upon accessing NYT digital products, are subject to the NYT Privacy Policy and Terms of Service. For information on reproducing New York Times content, permissions, linking, privacy policy, and Terms of Service, please refer to:

- <http://www.nytimes.com/content/help/rights/permissions/permissions.html>
- <http://www.nytimes.com/content/help/rights/linking/linking.html>
- <http://www.nytimes.com/content/help/rights/privacy/policy/privacy-policy.html>
- <http://www.nytimes.com/content/help/rights/terms/terms-of-service.html>

### **Governing Law**

The agreement between CRL and the NYT is governed by the laws of the State of New York.

### **Subscription Fees and Payments**

Pricing is based on a calculation of student FTE plus faculty headcount, known as billable users. (Staff are not included in billable users count)

The Times prepares custom quotes for each institution's pricing, based on an institution's FTE count of students **AND** the headcount of faculty. Staff are not included in an institution's FTE count but may have access to the content. The Times obtains these data from the College Navigator data set (<https://nces.ed.gov/collegenavigator/>) provided by the National Center for Education Statistics or via Common Data Sets posted the college websites.

Payment for the Fee is due in full within 30 days after date of invoice. The Fee is exclusive of any applicable taxes payable for the Subscription. NYT has the right to deactivate the Subscription at any time if Client fails to pay the amounts invoiced by NYT.

### **Term and Renewal**

The Subscription Terms are either annual, from January 1 through December 31, or fiscal, from July 1 through June 30 (actual start date may be adjusted to the 1<sup>st</sup> Monday in January or July). Fees will be pro-rated to the month in which a participating institution signs on.

The Subscription Term will automatically renew for successive one year periods unless either the Client or NYT provides at least a 60-day notice to the NYT Contact below before the Subscription Term ends.

*[Agreement signed by CRL and NYT May 27, 2021]*

## **Addendum A**

Per written agreement between **The New York Times**, and **Center for Research Libraries** on **May 27, 2021**, the

### **Terms of Agreement – New York Times Academic Site License**

is amended to include the following:

#### **TERMS AND CONDITIONS OF THIS PURCHASE ORDER**

University acknowledges that Single Sign-On allows Authorized Users to retain limited access to nytimes.com and certain other NYT products or services following termination of the Subscription utilizing the Authorized Users' credentials. To the extent Authorized Users utilize an email address made available by University for Single Sign-On, NYT will have no responsibility or liability for any reason in connection with Authorized Users continuing to use the email address made available by University for continued authentication to nytimes.com or other NYT products or services.

University shall take all steps to ensure only authorized access to NYT's websites and other services accessed using the login credentials as required under NYT's Terms of Service. Should Authorized Users violate NYT's Terms of Service

(<https://www.nytimes.com/content/help/rights/terms/terms-of-service.html>), or should unauthorized access to NYT's websites or other services occur through the negligent, willful or otherwise unlawful disclosure or use of the User Credentials, University shall indemnify NYT against any losses and damages caused by such violation, disclosure or use.