

The NEW ENGLAND JOURNAL of MEDICINE ARCHIVE
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2. **Activation of Access.** Access to the collection(s) selected in Attachment A for use in accordance with this Agreement shall be activated for Licensee and its Authorized Users based upon the following: (1) acceptance by the Society of a completed order form; (2) acceptance of this Agreement by Licensee and the Society; and (3) full payment of the one-time access and annual maintenance fees specified in Attachment B (collectively referred to as “Activation Steps”). All fees paid to the Society under this Agreement shall be nonrefundable. Upon completion of the Activation Steps, the Society shall promptly confirm Licensee’s order in writing and enable access to the applicable collection(s) for Licensee and its Authorized Users.

3. **Annual Maintenance Fee.** Following the initial activation of access, the Society shall invoice Licensee at the start of each calendar year for the annual maintenance fee for the selected NEJM Archive collection(s). If the maintenance fee is not received within sixty (60) days after the start of the calendar year, access will be suspended. The Society reserves the right to modify the maintenance fee annually, provided that any increase to the maintenance fee shall not exceed five percent (5%) of the maintenance fee charged in the previous year. The Society will waive the annual maintenance fee for licensees that maintain an active license to nejm.org.

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11. Miscellaneous.

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- 11b. Any purchase order or other instrument that Licensee may use for the NEJM Archive is for its internal purposes only and shall not amend any provision of this Agreement.
- 11c. This Agreement shall be deemed by the parties to be wholly entered into and wholly performed in the Commonwealth of Massachusetts, U.S.A.

11d. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, United States of America, without regard to its conflict of laws rules. Any controversy arising out of or relating to this Agreement shall be brought in the federal or state courts located in Massachusetts and the parties hereby consent to the jurisdiction of such courts. The foregoing choice of law and forum designation will not apply if compliance would violate (1) any law, regulation, or official governmental policy or (2) any bylaw or equivalent governing instrument of Licensee.

AGREED TO AND ACCEPTED:

Licensee (Institution Name)

Massachusetts Medical Society

Authorized Signature / Date

Authorized Signature / Date

Rev. 01/2011

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NEJM ARCHIVE

Available Collections:

- [] *The NEW ENGLAND JOURNAL of MEDICINE* 1945-1989
Full text printed content from January 1945 through December 1989 available in HTML and PDF

- [] *The NEW ENGLAND JOURNAL of MEDICINE* 1812-1944
Full text printed content from January 1812 through December 1944; includes The New England Journal of Medicine and Collateral Branches of Science, The New England Medical Review and Journal; The Boston Medical and Surgical Journal and The New England Journal of Medicine available in PDF

Schedule of Fees

(1) One-Time Payment:

Licensee will remit a one-time cumulative payment in the amount of \$ _____ for electronic access to the NEJM collection(s) selected in Attachment A.

(2) Annual Maintenance Fee: \$ _____