



December 2008

Dear Customer

MJA ONLINE SUBSCRIBER ACCESS IN 2009

The Medical Journal of Australia (MJA) is Australia's leading peer-reviewed medical journal that publishes the latest Australian clinical research, evidence-based reviews and debate on important issues affecting Australian health care.

eMJA is the full-text online version of the printed edition, and has been freely available since the website commenced in 1995.

This is a courtesy letter to let you know that commencing with the first issue in January 2009, all new content will be closed access with the exception of abstracts. Some selected articles and research papers may also have open access for 14 days following publication. Thereafter, all content will be closed to subscribers for at least 12 months.

Institutions (including those with an MJA print subscription) will need an online subscription in order to receive full online access.

Personal subscribers of the printed edition and Australian Medical Association (AMA) members will continue to receive free access to the online service.

The benefits of subscribing to eMJA will include:

- Access to all full-text content as soon as it is published, in Html and PDF formats
- Access to rapid publication of important breaking medical news, plus
- Access to over 12 years of archives including all Guidelines, Research, Position Papers, and Editorials
- Use of our advanced search capabilities, contents lists and topic guides
- The option to receive new content e-mail notifications and early alerts

Institutional customers will have the choice of Password or IP access (including multi-site). Counter code compliance and citation downloading are expected to be available by 2009.

Further details, including a price guides are enclosed in the attached *eMJA Fact Sheet*.

If you would like further information please don't hesitate to contact our Subscriptions Department at mjasubs@ampco.com.au or phone us on the numbers listed above.

Yours sincerely,

Peter Butterfield
Business Development Manager

THE MEDICAL JOURNAL OF AUSTRALIA 2009 SUBSCRIPTIONS FACT SHEET

The MJA is Australia's leading peer-reviewed journal presenting the latest advances in Australian clinical research, with authoritative medical opinions and quality reviews. The MJA covers all facets of medicine and is read by leading medical practitioners across the whole spectrum of health and medical education.

eMJA Fast Facts

- ✓ 23 issues published each year in 2 volumes. Issues are released on the 1st and 3rd Monday of each month (once in December)
- ✓ All original research and editorial, fully peer reviewed
- ✓ Impact factor of **2.582** (2006) with a top quintile ranking of 21st of 103 General & Medicine journals as indexed by Thomson Scientific
- ✓ Papers published in 2007: 140 Research, 69 Editorials, 15 Case Studies, 229 Letters
- ✓ Over 3,500 papers available from the website, available in HTML and PDF
- ✓ Average of 250,000 unique visitors per month
- ✓ Over of 835,000 web pages served (HTML) and 80,000 articles downloaded (PDF) each month
- ✓ Advanced site search capabilities available
- ✓ Indexed by PubMed
- ✓ Counter code compliance planned for 2009
- ✓ Citation downloading planned for 2009

Orders and Enquiries

Subscriptions are payable in advance.

Personal subscriptions can be securely ordered online by visiting <http://shop.mja.com.au/> and clicking on the Subscriptions links.

All other subscriptions and enquires, including single & multi-site online subscriptions, should be directed to - The MJA Subscriptions Co-ordinator: AMPCo, Locked Bag 3030, Strawberry Hills NSW 2012, Australia. Telephone: (02) 9562 6666 International: +61 2 9562 6666, Fax: (02) 9562 6600 International Fax: +61 2 9562 6600.

Email : mjasubs@ampco.com.au

THE MEDICAL JOURNAL OF AUSTRALIA 2009 SUBSCRIPTION PRICE GUIDE

PRINT ONLY							
Prices are in Australian Dollars				Agent Prices			
PERSONAL Subscriptions *		Period	Net Price	Plus GST	Agent's Disc	Net to Agent	GST
<i>Surface Mail Australia</i>		12 Months	\$350.00	\$385.00	\$35.00	\$315.00	\$346.50
<i>Airfreight Overseas</i>		12 Months	\$490.00	n/a	\$49.00	\$441.00	n/a
INSTITUTION Subscriptions		Period	Net Price	Plus GST	Agent's Disc	Net to Agent	GST
<i>Surface Mail Australia</i>		12 Months	\$400.00	\$440.00	\$40.00	\$360.00	\$396.00
<i>Airfreight Overseas</i>		12 Months	\$560.00	n/a	\$56.00	\$504.00	n/a
STUDENT Subscriptions *		Period	Net Price	Plus GST	Agent's Disc	Net to Agent	GST
<i>Australia Only</i>		12 Months	\$60.00	\$66.00	\$6.00	\$54.00	\$59.40
* includes free online access to full text.							
ONLINE ONLY							
Prices are in Australian Dollars				Agent Prices			
PERSONAL Subscriptions		Period	Net Price	Plus GST	Agent's Disc	Net to Agent	GST
<i>Annual Subscription</i>		12 Months	\$85.00	\$93.50	\$8.50	\$76.50	\$84.15
<i>6 Month Subscription</i>		6 Months	\$68.00	\$74.80	\$6.80	\$61.20	\$67.32
<i>1 Month Subscription</i>		1 Month	\$46.75	\$51.43	n/a	n/a	n/a
<i>1 Week Subscription</i>		7 Days	\$25.50	\$28.05	n/a	n/a	n/a
INSTITUTION Subscriptions (per site)		Period	Net Price	Plus GST	Agent's Disc	Net to Agent	GST
<i>Small (1-250) FTE</i>		12 Months	\$350.00	\$385.00	\$35.00	\$315.00	\$346.50
<i>Medium (251-750) FTE</i>		12 Months	\$420.00	\$462.00	\$42.00	\$378.00	\$415.80
<i>Large (751-1500-) FTE</i>		12 Months	\$455.00	\$500.50	\$45.50	\$409.50	\$450.45
<i>Extra Large (1500+) FTE</i>		12 Months	Neg.				
PRINT + ONLINE							
Prices are in Australian Dollars				Agent Prices			
INSTITUTION Subscriptions (per site)		Period	Net Price	Plus GST	Agent's Disc	Net to Agent	GST
<i>Australia - Small (1-250) FTE</i>		12 Months	\$487.50	\$536.25	\$48.75	\$438.75	\$482.62
<i>Australia - Medium (251-750) FTE</i>		12 Months	\$585.00	\$643.50	\$58.50	\$526.50	\$579.15
<i>Australia - Large (751-1500-) FTE</i>		12 Months	\$633.75	\$697.12	\$63.37	\$570.37	\$627.41
<i>Australia - X-Large (1500+) FTE</i>		12 Months	Neg.				
<i>Overseas - Small (1-250) FTE</i>		12 Months	\$647.50	n/a	\$64.75	\$582.75	\$641.02
<i>Overseas - Medium (251-750) FTE</i>		12 Months	\$777.00	n/a	\$77.70	\$699.30	\$769.23
<i>Overseas - Large (751-1500-) FTE</i>		12 Months	\$841.75	n/a	\$84.17	\$757.57	\$833.33
<i>Overseas X-Large (1500+) FTE</i>		12 Months	Neg.				

FTE = Relevant Full Time Enrolments (Healthcare)**. **Neg.** = Pricing by negotiation, contact us for a quote.

** Definition of Relevant Full Time Equivalents (FTEs)

- Libraries & Academic institutions: Total numbers medical faculty (academic staff and students) including those enrolled or engaged in medicine, pharmacy, nursing, psychology, dentistry and research.
- Hospitals: Total number of clinical staff including doctors, pharmacists, nurses, psychologists, dentists and researchers
- Corporate institutions: Total number of researchers and medical staff
- Government institutions, regulatory agencies, medical societies and all others: Total number of professionally qualified staff.

THE MEDICAL JOURNAL OF AUSTRALIA
2009

ORDER FORM

Subscribing is easy. Simply complete and return this form, contact us using the details on the cover sheet, or subscribe online by visiting <http://shop.mja.com.au/> and clicking on the Subscriptions links. Institution rates apply to any library or organisation buying for the use of more than one person.

1. Subscription details

Subscription Type	
--------------------------	--

Enter the description of the subscription product required

2. Account details

Subscriber or Library Name	
Address Line 1	
Address Line 2	
City	
State	
Country	
Postcode	
Contact Name	
Contact e-mail	
Contact Telephone	
Contact Fax	

3. Invoicing details

Billing Contact Name	
Billing Contact Address Line 1	
Billing Contact Address Line 2	
City	
State	
Country	
Postcode	
Billing Contact e-mail	
Billing Contact Telephone	
Billing Contact Fax	

<i>Internal – Customer No:</i>	
--------------------------------	--

4. Start date

Day	Month	Year

Please insert the start date of the order. Note: Online services commence on 5 January 2009.

EXTRA INFORMATION NEEDED FOR ONLINE PRODUCT ORDERS

5. Access Details Note: prices quoted are per site

Site Name(s)	Total FTEs	IP Range (s) Details*		Order No. (s) if applicable	Internal Subscription Number
		From	To		

* If no IP access required. Please provide us with log-in detail(s).

Username	Password

6. Client Technical Support Contact

Who should MJA contact on technical matters related to access.

Technical Contact Name	
Technical Contact e-mail	
Technical Contact Telephone	

INTERNAL

7. Terms and conditions

Please refer to the Terms and Conditions for Personal and Institutional access to eMJA online. If you are an agent, please ensure that your client receives a copy of the most appropriate Agreement.

8. Authorisation

I / we _____ am / are authorised to place this order on behalf of the above. I / we have read and agree with the attached Terms and Conditions of use, or have made our client aware of the same.

Signed: _____ Organisation: _____

Date: _____

Fax this form to : (02) 9562 6600 International : +61 2 9562 6600

**eMJA MULTI-USER ONLINE SUBSCRIPTION
TERMS AND CONDITIONS
For Corporations, Institutions and Government departments or bodies**

The following terms and conditions ("**Terms**") are a legally binding agreement between the Australasian Medical Publishing Company Pty Ltd ACN 000 005 854 ("**AMPCo**", "**we**", "**us**", "**our**") and the Licensee.

AMPCo and the Licensee agree that:

1. DURATION

1.1 These Terms commence on the date on which we receive payment in full for the Subscription Fee and continue in full force and effect for the duration of the Subscription Period unless terminated earlier in accordance with clause 7.

2. LICENCE

2.1 You agree to pay us the Subscription Fee in consideration for the supply of the Service subject to and in accordance with these Terms.

2.2 In consideration for the payment in full by you to us of the Subscription Fee, we grant you a non-exclusive, non-transferable licence to use the Service on and subject to these Terms.

3. ACCESS AND USE

3.1 The Licensee agrees that:

- (a) any and all access and use of the Service by the Licensee or the Authorised Users shall be subject to and in accordance with:
 - (i) the Terms of Access and Use, that are available and displayed on the Website from time to time;
 - (ii) any legal notices displayed on the Website from time to time;and
 - (iii) these Terms;
- (b) we may revise, replace or amend the Terms of Access and Use, from time to time, in our sole discretion;
- (c) the Licensee must use its best endeavours to ensure that:
 - (i) only Authorised Users are able to access and use the Service by means of any computer system, network or Internet portal that is owned, operated or controlled by or on behalf of the Licensee;
 - (ii) any and all access and use of the Service by the Authorised Users is in accordance with these Terms;
 - (iii) any unauthorised access or use of the Service is immediately notified to AMPCo;and
 - (iv) all reasonably necessary or desirable security measures, procedures or systems are implemented and maintained by the Licensee to enable the Licensee to comply with its obligations under these Terms;
- (d) the Licensee shall not knowingly allow any person other than an Authorised User to access or use the Service;
- (e) the Licensee shall provide AMPCo or AMPCo's representative with any assistance reasonably necessary or desirable to enable AMPCo to locate and stop any person accessing or using the Service, by means of any computer system, network or Internet portal that is owned, operated or controlled by or on behalf of the Licensee, in a manner that is in breach of or is inconsistent with these Terms;
- (f) the Licensee shall not enter into any agreement that allows any person to access or use the Service in breach of these Terms or in a manner that is inconsistent with these Terms; and
- (g) the Licensee shall not sub-license the licence granted under these Terms.

3.2 You agree that you shall not, and shall use your best endeavours to ensure that Authorised users do not, make any commercial use of any or all Works accessed on the Website. In this clause 3.2, commercial use means use that is for monetary reward and includes, without limitation, use for sale, resale, loan, transfer, hire or other form of commercial use.

- 3.3 You agree that, upon prior reasonable notice, you shall permit us and our authorised representatives reasonable access during business hours to your premises and books and records so that we may examine the same and verify compliance with this Agreement by you.
- 3.4 If, for any reason whatsoever, payment of the Subscription Fee is not received in full and in cleared funds by us before you access or use the Service, we shall be entitled to terminate, suspend, revoke or cancel the licence granted under clause 2.1.

4. OWNERSHIP AND INTELLECTUAL PROPERTY

- 4.1 You acknowledge and agree that any and all Intellectual Property Rights, title and interest arising in and in relation to any and all Works accessed on the Website remains with or vests in AMPCo or third parties.
- 4.2 If AMPCo, or any person, makes available or introduces to you or any Authorised User any of AMPCo's intellectual property then all Intellectual Property Rights relating to or associated with that intellectual property will remain the sole property of AMPCo.
- 4.3 You agree to take all actions and do all things reasonably necessary or desirable to protect our Intellectual Property Rights, title and interest to any and all Works accessed on the Website by you or by any Authorised User.

5. PERMISSION TO USE CONTENT OR MATERIALS

The Medical Journal of Australia makes articles available on the World Wide Web for the advancement of public health and medical research.

- 5.1 Notwithstanding the restrictions on use of the Content referred to in clause 4 and subject to the terms of the licence granted to you under clause 2.1, you may make temporary electronic copies of the Content that are necessary to browse this Website and may download and print a single copy of an article from the Website for non-commercial personal use provided you do not remove any copyright or trade mark notices contained on or in the Material.

5.2 Reproduction and Communication for educational purposes

The Australian Copyright Act 1968 (the Act) allows a maximum of 10% of the words in a digital work to be reproduced and/or communicated by any educational institution for its educational purposes provided that that educational institution (or the body that administers it) has given remuneration notices to Copyright Agency Limited (CAL) under the Act. For details of the CAL licence for educational institutions contact: Copyright Agency Limited, Level 19, 157 Liverpool Street, Sydney NSW 2000. Telephone: (02) 9394 7600 Facsimile: (02) 9394 7601 E-mail: info_at_ampco_dotcom_dotau.

5.3 Reproduction and Communication for other purposes

No further reproduction or distribution of the articles in whole or in part should proceed without the permission of the publisher.

To seek permission to reproduce multiple copies of an MJA article, send an email to mjalibrary_at_ampco_dotcom_dotau Australasian Medical Publishing Company. **Your email must tell us:**

- The author, title, year of publication, volume and page numbers of the article you wish to reproduce.
- The purpose for which you wish to reproduce the article.
- The number of copies you wish to reproduce.
- The amount of money, if any, that you will be charging for these copies or for the publication within which the copied article will be appearing.

- 5.4 If you wish to use the Content for any other purpose you must first purchase a license from AMPCo that permits that form of use.

- 5.5 In this clause 5 non-commercial use means use that is not for monetary reward and use for monetary reward includes, without limitation, use for sale, resale, loan, transfer, hire or other form of commercial use.

6. WARRANTY AND LIABILITY

- 6.1 The Licensee warrants that the Subscription Fee paid or to be paid by the Licensee to AMPCo is the correct Subscription Fee that applies to the Licensee. For the sake of certainty, the correct Subscription Fee is the aggregate value of the subscription to eMJA based on the following:
- (a) the subscription price guide that we publish, from time to time, on the Website;
 - (b) the nature of the Licensee;
 - (c) the aggregate number of employees, students or persons who are, or become, Authorised Users under these Terms; and
 - (d) the duration of the licence sought by the Licensee.
- 6.2 The Licensee represents and warrants that the Licensee has truly and accurately disclosed to AMPCo the number of persons who are:
- (a) employed by or directly associated with;
 - (b) authorised, permitted or able to access the Service by or on behalf of; or
 - (c) enrolled as students with, the Licensee, as the case may be, so that the correct Subscription Fee that applies to the Licensee may be accurately determined.
- 6.3 The Licensee and AMPCo agree that, to the fullest extent permitted by law:
- (a) the documents, articles, publications and any other materials whatsoever appearing on the Website are provided on an "as is" basis without warranty of any kind, express or implied;
 - (b) we exclude all conditions and warranties relating to the Service or the Website; and
 - (c) we do not warrant or guarantee the accuracy, completeness, merchantability, or fitness for purpose of the Service, the Website or any materials, articles, publications or documents on the Website.
- 6.4 Without limiting the generality of clause 5.3, we do not make any representations or warranties that the Service will be uninterrupted or error free.
- 6.5 To the extent that our liability for breach of any implied warranty or conditions cannot be excluded by law our liability will be limited, at our sole discretion, to:
- (a) in the case of services supplied or offered by us, the re-supply of those services or the payment of the cost of having those services resupplied; or
 - (b) in the case of goods supplied or offered by us, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of having the goods replaced or the payment of the cost of having the goods repaired.
- 6.6 In no circumstances will we be liable to you for any indirect, incidental, special or consequential losses or damages including, without limitation, loss of profits, loss of goodwill, loss of data or loss of opportunity. To the fullest extent permitted by law our liability to you for goods or services supplied by us to you shall be the lesser of the amount determined under clause 5.5 or the aggregate amounts paid by you in respect of those goods or services to us.

7. INDEMNITY

- 7.1 You agree to immediately indemnify and keep indemnified AMPCo against any expenses, costs, loss or damage that we may suffer or incur as a result of or in connection with:
- (a) your use of or access to the Service or the Website;
 - (b) an Authorised User's use of or access to the Service or the Website;
 - (c) your breach of these Terms;
 - (d) an Authorised User's breach of these Terms;
 - (e) your actions, omissions, negligence or misconduct; and
 - (f) an Authorised User's actions, omissions, negligence or misconduct.

8. PRIVACY

- 8.1 The Licensee shall obtain or procure the consent of each Authorised User to the collection, use and disclosure of that Authorised User's personal information in accordance with this clause 7.

- 8.2 You agree that we may disclose personal information relating to any Authorised User, that you or that Authorised User provide to us, to:
- (a) the Australian Medical Association Limited; and
 - (b) our business associates.
- 8.3 You agree that we may collect, use and disclose the personal information relating to any Authorised User, that you or that Authorised User provide to us, for the following purposes:
- (a) to enable us to perform our obligations under these Terms;
 - (b) to recovery any money owing to us; and
 - (c) to provide, or arrange for a third party to provide, you with information regarding goods or services that we believe may be of interest to that Authorised User.
- 8.4 Any personal information, including personal financial information, that relates to an Authorised User and is collected, used or disclosed by us will be only be collected, used or disclosed:
- (a) in accordance with these Terms or the terms displayed on the Website, if any; and
 - (b) in accordance with our Privacy Policy, if any, as varied by us in our sole discretion from time to time, in compliance with the requirements of the Privacy Act 1988 (Cth).

9. TERMINATION

- 9.1 We may immediately terminate these Terms if:
- (a) you fail or refuse to make, or AMPCo does not receive in full and in cleared funds, any payment of the Subscription Fee or any part of the Subscription Fee; or
 - (b) you or an Authorised User breaches any term or condition of these Terms and fails to remedy such breach to our satisfaction within seven (7) days of notification from us.
- 9.2 On termination of these Terms:
- (a) the licence granted under clause 2.2 is immediately revoked;
 - (b) you must not access or attempt to access the Subscribers' Section of the Website;
 - (c) you must use your best endeavours to ensure that the Authorised Users do not access or attempt to access the Subscribers' Section of the Website; and
 - (d) we may immediately deny any or all of the Authorised Users access to the Subscribers' Section of the Website, or any other part of the Website, at our sole discretion.
- 9.3 Any termination of the licence granted under these Terms shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of these Terms, which is expressly or by implication intended to continue in force after such termination.

10. GENERAL

- 10.1 These Terms supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the Service.
- 10.2 You must not assign, whether in whole or part, the benefit of these Terms or any rights or obligations hereunder, without the prior written consent of AMPCo.
- 10.3 These Terms shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts and tribunals of that State.
- 10.4 No forbearance, delay or indulgence by a party in enforcing the provisions of these Terms shall prejudice or restrict the rights of that party, nor shall any waiver or those rights operate as a waiver of any subsequent breach.
- 10.5 Should any part of these Terms be or become invalid or unenforceable, that part shall be severed from these Terms. Such invalidity or unenforceability shall not affect the validity of the remaining provisions of the Agreement.

11. DEFINITIONS AND INTERPRETATION

11.1 In these Terms:

“**Authorised User**” has the meaning given to that expression in clause 10.3;

“**eMJA**” means an electronic version of the Medical Journal of Australia;

“**Intellectual Property Rights**” means any intellectual property and industrial property rights of AMPCo throughout the world including rights in respect of or in connection with any copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), designs, and circuit layouts whether or not now existing and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions and any other intellectual property rights as defined in Article 2 of the World Intellectual Property Organisation Convention of 1967;

“**Licensee**”, “**you**” or “**your**” means the Person who pays the Subscription Fee to AMPCo and purchases the licence granted under clause 2.2;

“**On-line access**” means accessible by means of an Internet portal or link;

“**Service**” means the provision by AMPCo, on your payment in full of the Subscription Fee, of On-line access to part of the eMJA in electronic format including access to the part or parts of the Subscribers’ Section of the Website for which the Subscription Fee has been paid to AMPCo;

“**Subscribers’ Section**” has the meaning given to that expression in the Terms of Access and Use;

“**Subscription Period**” means the period for which you have paid the relevant Subscription Fee;

“**Subscription Fee**” means the aggregate value of the subscription to eMJA that you select from the subscription price guide for the Medical Journal of Australia that we publish, from time to time, on the Website that may vary depending on the time period for which you wish to access the Service or on the number of editions of the eMJA you wish to access using the Service, as the case may be;

“**Terms of Access and Use**” means the terms and conditions, published by or on behalf of and at the sole discretion of AMPCo, from time to time, on which you may access and use the Website;

“**Website**” means the eMJA website, the eMJA Shop website and the website of the Medical Journal of Australia on the WWW;

“**Works**” means any documents, articles, editions, compilations, works or any other materials whatsoever; and

“**WWW**” means the World Wide Web.

11.2 Words importing the singular include the plural and vice versa and words importing one gender shall include all other genders. Headings are for ease of reference only and shall not affect the interpretation of these Terms. A reference to a clause is a reference to a clause of these Terms.

11.3 In these Terms:

- (a) in the event that the Licensee is a corporation, “**Authorised User**” means any:
- (i) employee;
 - (ii) officer; or
 - (iii) director,

of the Licensee;

- (b) in the event that the Licensee is a university or educational institution established by an act of the Parliament of a State or Territory or by the Commonwealth of Australia, “**Authorised User**” means any:
- (i) employee of;
 - (ii) staff member of;
 - (iii) officer of;
 - (iv) director of;
 - (v) person holding an academic position with;
 - (vi) student duly enrolled with; or
 - (vii) person who has been duly granted access to academic resources including, without limitation, library resources by,

the Licensee; and

(c) in the event that the Licensee is a body or department of a State or Territory or the Commonwealth of Australia, "Authorised User" means any:

- (i) employee;
- (ii) officer, or office holder;
- (iii) director; or
- (iv) minister,

of the Licensee.

Last updated on: 05 September 2008