



**POLITECNICO  
MILANO 1863**

## **EXCERPT FROM THE AGREEMENT BETWEEN UNI AND CRUI FOR THE DISSEMINATION OF TECHNICAL STANDARDS AMONG INSTITUTIONS**

### **4. TERM OF SERVICE**

**4.1** Before using the services related to the Subscription, the User undertakes to (i) install a *browser* (with *cookies* and *JavaScript* enabled) on the electronic device; the '*File Open*' and '*Acrobat Reader®*' *plugins* for opening pdf\* files, it being understood that any costs for the purchase, use, installation and configuration of the aforementioned software shall be borne exclusively by the User; (ii) connect the electronic device to the internet, bearing all costs arising from its use.

**4.2** Once the User has signed the Subscription contract, UNI will notify them by email that the Subscription has been activated within five (5) working days of receiving the notification from the User.

**4.3** UNI reserves the right to modify the display methods of UNI Standards, adopting programmes based on current industry standards that are suitable for consultation from time to time. The User hereby agrees to install any updates to existing reading programmes on their device, or new programmes that will be communicated in advance by UNI to the User and which can be downloaded free of charge from the websites.

### **5. RIGHTS AND DUTIES OF THE SUBSCRIBER AND USER**

**5.1** UNI allows the User to use the services related to the Subscription via *email*, *login* and *password*. UNI undertakes to keep the identification data provided by the User at the time of accreditation confidential and not to disclose it to third parties, except to the Judicial Authority, which makes an express written request in accordance with the law.

The Subscriber is authorised to grant Users direct access to the services covered by the Subscription, undertaking to ensure that Users comply with the provisions of this Agreement.

**5.2** Users undertake not to use the service for profit and/or to engage in activities that cause damage or disruption to UNI, the network, third-party users, or that violate applicable laws and regulations. In the event of violation and/or subsequent refusal by Users of the provisions set forth in these general terms and conditions, UNI may terminate the Subscription contract with immediate effect, limited to the User who has carried out activities in violation of this Agreement, without being liable for any compensation and/or reimbursement to the User for any period of time during which they did not enjoy access to the services related to the Subscription.

### 5.3 In particular, User may:

- a) access, search, scroll through and view the subscribed products;
- b) download, print and store a reasonable amount ('**Extracts**') of the Subscribed Products (images, tables, data sets) and/or the metadata describing them;
- c) embed *links* to the Extracts on the relevant Subscriber's intranet;
- d) insert *links* to extracts for use in connection with training courses, including distance learning courses, provided that the downloaded Extracts clearly indicate the source, title, author and publisher;
- e) create course packages in non-electronic or non-printable formats, such as audio or Braille; these packages may be offered to specific authorised individuals who, in the opinion of the Subscriber, have visual impairments ('**Users**');
- f) incorporate parts of the rules contained in the subscription into assignments and portfolios, degree theses and dissertations ("**Academic Works**") in paper or electronic format, including reproductions of Academic Works for personal use and library storage, including reproductions in paper or electronic format of academic works that may be provided to the *sponsors* of such academic works. Each article must clearly indicate the source and *copyright* holder as follows:  
*'The reproduction of excerpts from UNI standard ... (indicate number and edition) has been authorised by UNI - Italian Standardisation Body - on the basis of the UNI-CRUI agreement of... - the only authentic version is the original, available in full from UNI, website [www.uni.com](http://www.uni.com)'.* Parts of UNI standards must be reproduced with specific graphics that do not give rise to possible misunderstandings about the identity of the author.
- g) view, download or print the Subscribed Products for internal *marketing*, testing or user training purposes;
- h) transmit Extracts to other Users and colleagues from other Institutions within the same research group for their use in teaching or scientific research activities; such activity must not, under any circumstances, be intended to replace the Subscription;
- i) transmit individual Extracts of Subscribed Products to the relevant authority in the event of legal proceedings and/or for reasons of public safety;
- j) use individual extracts (not the entire standard) as source material to satisfy requests for 'document delivery', provided that: (i) the loan request comes from a library; (ii) the requested extract is sent to the requesting library by the Subscriber by post or fax or in electronic format, with the electronic copy being destroyed after printing, using software for the secure electronic transmission of documents such as Ariel® or NILDE;
- k) extract text and data for the purposes of indexing and integration into the catalogues of the Institutions' libraries.

**5.4** In particular, the User may not:

- a) summarise, modify, translate or create derivative works based on the Subscribed Products without the prior written consent of UNI, except to the extent necessary to make them visible on the Users' *computerscreens*;
- b) use *robots, spiders, crawlers* or other automatic *download* programmes, algorithms or devices that allow continuous and systematic searching, capturing, extracting, *deep linking*, indexing or compromising the functioning of the Subscribed Products;
- c) reproduce, store or redistribute the Subscribed Products in a substantial or systematic manner.

## **7. CONFIDENTIALITY**

Access to the service is granted by means of an identification code (*email - login*) and a *password*. The User is informed that knowledge of both credentials by third parties would allow them to use the Subscription in the User's name. The User is therefore required to keep their *email address, login and password* strictly confidential and with the utmost diligence. They will be held liable for any damage or prejudice caused to UNI or third parties as a result of failure to comply with the above requirements.

Violation of the above obligations by the User shall constitute grounds for termination of the contract for the User responsible, without any obligation to pay compensation to the Subscriber, even in relation to the partial non-enjoyment of the Subscription service for the remaining period.

## **8. COPYRIGHT PROTECTION**

**8.1** Without prejudice to the right referred to in Article 71-sexies, paragraph 4, of Law No. 633 of 22 April 1941, the User undertakes to comply with the provisions of Article 5 above. Any proven misuse of the content relating to the Subscription services may result in the immediate termination of the Subscription of the User responsible and the consequent immediate interruption of access to the Subscription service.

**8.2** The User of the Subscription service also accepts and agrees that all documents provided through the Subscription shall bear a specific *watermark* on each page. The *watermark* does not in any way affect the legibility of the document, nor does it in any way invalidate and/or prejudice its validity and/or official status. This protective measure complies with the combined provisions of Articles 102-*quater* and 102-*quinques* of Law No. 633 of 22 April 1941. UNI reserves the right to adopt new and additional protective measures to protect its intellectual property rights. The removal and/or alteration, even partial, of the *watermark* and other protective measures without the consent of UNI constitutes a criminal offence under Article 171-ter of Law No. 633 of 22 April 1941. Any and all unauthorised duplication and distribution of content acquired through the Subscription service and protected by copyright also constitutes a criminal offence under Articles 171 et seq. of Law No. 633 of 22 April 1941, with distribution also meaning the uploading of such content to any computer network, regardless of the type of connection used.

## 12. PRIVACY

The Parties undertake to process data in accordance with principles of fairness, lawfulness and transparency, in full compliance with the provisions of current legislation and European regulations on the protection of personal data referred to in Legislative Decree 196/03 and subsequent amendments, with particular attention to complying with the provisions relating to the minimum security standards to be adopted and referred to in EU Regulation 2016/679 'General Data Protection Regulation' (GDPR).

In particular, the Parties, as independent data controllers, undertake to base the processing of personal data that may be processed for the purpose of performing the services provided for in this contract on the principles set out in Article 5 of EU Regulation 2016/679 'General Data Protection Regulation' (GDPR).

When collecting personal data from data subjects, who will give their consent to the processing of personal data in order to access the Subscription services and editorial services established in the contract, UNI will provide information in accordance with the regulatory provisions set out in Articles 13 and 14 of the GDPR.

The Parties, in compliance with the *principles of privacy by design* and by default, also undertake to adopt appropriate security measures to eliminate or minimise the risks of destruction or loss, even accidental, of the data processed, unauthorised access or non-compliant processing in full compliance with the Privacy Regulations.

Each Party is required to inform the other Party without delay of any deficiencies found in the security measures or relating to any other aspect of risk concerning the processing of personal data carried out for the execution of this Agreement.