**Cengage Teaching Resources Centre (TRC)**

**圣智教学资源中心(TRC)**

**Terms of Use**

**使用条款**

These Terms of User govern all Educational Institutions and its Authorized Users, acquisition, accessing and use of Cengage Teaching Resources Centre platform (“TRC Platform”) and TRC Digital Resource Products (the “Terms”) provided by Cengage Learning Asia Pte Ltd and its affiliates (“Cengage”) hosted at TRC platform, whether acquired using an individual account or through an institution for use in Educational Institutions.

这些用户条款（“条款”）适用于所有获取和使用圣智教学资源中心平台(“TRC平台”)和由圣智学习亚洲私人有限公司及其附属公司（“Cengage”）提供的、托管在TRC平台上的TRC数字资源产品的教育机构及其授权用户，无论是使用个人账户还是使用在一个教育机构内通过机构获取的账户供。

Cengage is willing to provide the TRC Digital Resource Products to the Educational Institutions and its Authorized Users only on the condition that the Educational Institutions and its Authorized Users first accept these Terms. By accessing, registering for, or using any TRC Digital Resource Products or similar method through TRC Platform, Educational Institutions and its Authorized Users agree to these Terms. These Terms along with any Purchase Contract executed between Educational Institutions and its designated Importer (defined below) form a legally binding agreement between the Educational Institutions and Cengage.

圣智愿意向教育机构及其授权用户提供 TRC数字资源产品，前提是教育机构及其授权用户首先接受这些条款。通过访问TRC平台、注册或使用任何TRC数字资源产品或类似方法，即表示教育机构及其授权用户同意这些条款。这些条款以及教育机构与其指定进口商（定义如下）之间签署的任何购买合同构成教育机构与圣智之间具有法律约束力的协议。

If the Educational Institutions and Cengage have a separate signed agreement affixed with Educational Institutions’ corporate seal, and if there is a conflict between the Terms and the terms of such agreement, then the Terms will take control.

如果教育机构和圣智单独签署并加盖教育机构公司印章的协议，并且如本条款与该协议的条款之间存在冲突，则以本条款为准。

Please read these Terms carefully and, if the Educational Institutions and its Authorized Users’ wish, print or save a copy for your records. If the Educational Institutions and its Authorized Users do not agree with these Terms, the Educational Institutions and its Authorized Users may not access or use the TRC Digital Resource Products.

请仔细阅读这些条款，如果教育机构及其授权用户愿意，请打印或保存一份副本作为记录。如果教育机构及其授权用户不同意这些条款，则教育机构及其授权用户不得访问或使用TRC数字资源产品。

**DEFINITIONS -** In this Term, the following definitions shall apply:

**定义 -** 在条款中，以下定义应适用于本条款：

**"Authorized Users**" refer to **two type of users** granted by the Educational Institutions, namely current faculty members (including temporary or exchange faculty for the duration of their assignment) **("Instructors")** and enrolled post-graduate and undergraduate students **("Students")** who are allowed by the Educational Institutions to access TRC Digital Resource Products through TRC Platform (Collectively referred to as "Authorized Users") and when Instructors is alone shall referred as Instructors and when Students is alone shall referred as Students.

**“授权用户”**是指教育机构授予的两类用户，即现任教职员工（包括在该任期内的临时或者交换教职员工）（“教师”）及教育机构的登记在册的研究生和本科生(“学生”)，已被教育机构批准通过TRC平台访问TRC数字资源产品（统称为“授权用户”），教师用户单独称作“教师” 而学生用户单独称作“学生”）。

“Territory” means Territory of mainland in the People’s Republic of China excluding Taiwan, Hong Kong SAR and Macau SAR

许可区域是指中华人民共和国内地区域（香港特别行政区、澳门特别行政区和台湾除外）。

**“****The Educational Institutions’ Internet Protocol (IP) addresses”** are currently used by the Educational Institutions as the basis for securing the TRC Digital Resource Products. The Educational Institutions shall restrict access to TRC Digital Resource Products by maintaining a list of the IP addresses of (i) Authorized Users from which access to the electronic versions of the eBook Titles and (ii) Teachers from which access to the electronic versions of the teacher teaching resources will be permitted whereby Cengage is required to set up to allow access by the Educational Institutions and/or Authorized Users in TRC Platform.

**“****教育机构的互联网协议(IP)地址”**教育机构目前以IP地址为基础保证其(i) 授权用户获得访问电子书(ii) 教师获得访问教师教学资源。甲方保有一个其用户的IP地址列表，其授权用户仅可以通过这些IP地址来访问TRC数字资源产品。其中，圣智需要设置为允许教育机构和/或授权用户在TRC平台进行访问权限。

**“TRC Digital Resource Products”** shall meanCengage's teaching reference resources (including eBooks and teacher teaching resources in electronic form hosted at TRC Platform and when eBooks is alone shall referred as eBooks and when teacher teaching resources is alone shall referred as teacher teaching resources.

**“TRC数字资源产品”**指圣智的教学参考资源（包括电子书和电子形式的教师教学资源）组成的**TRC数字资源产品**，托管在TRC平台。电子书单独称作“电子书” 而教师教学资源单独称作“教师教学资源”）。

**ORDERS**

**订单**

The Educational Institutions and its Authorized Users may gain access to the TRC Digital Resource Products through the execution of the Purchase Agreement between the Educational Institutions and its designated importer (an “Order”). An Order may specify applicable fees, how long the Educational Institutions and its Authorized Users are authorized to use the TRC Digital Resource Products, and other terms. In the event of a conflict between these Terms and the terms of an Order (excluding these Terms), these Terms shall control except only to the extent that the Order identifies the specific provision(s) in these Terms to be varied.

教育机构及其授权用户可以通过教育机构与其指定进口商之间签署的任何购买合同（“订单”）来获得访问TRC数字资源产品。订单可以载明适用的费用、教育机构及其授权用户被授权使用TRC数字资源产品的期限以及其他条款。如果这些条款与订单条款（不包括这些条款）发生冲突，则以这些条款为准，除非订单确认这些条款中的特定条款需要更改。

**CHANGES TO THE TRC DIGITAL RESOURCE PRODUCTS**

**TRC数字资源产品的变更**

Cengage may, with or without notice, add features to the TRC Digital Resource Products, or change or remove features of the TRC Digital Resource Products, at any time. In addition, Cengage reserves the right at any time to withdraw from the TRC Digital Resource Products any item or part of an item for which it no longer retains sufficient rights, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.

圣智可以随时向TRC数字资源产品添加功能，或者更改或删除TRC数字资源产品的功能，无论是否发出通知。此外，圣智可在任何时候从TRC数字资源产品中摘除其不再享有充分权利的条目或者条目中的一部分，或有合理理由相信侵犯版权的条目或者条目中的一部分，亦或是诽谤、淫秽、违法或任何其它引起争议的条目或者条目中的一部分。

**AUTHORIZED USERS’ ACCOUNT**

**授权用户帐户**

To use TRC Digital Resource Products, Authorized Users will be based on the Educational Institutions’ Internet Protocol (IP) addresses of the Authorized User’s device.  For Instructors’ teacher teaching resources, Instructors will need a username and password to be authenticated to access the teacher teaching resources.

要使用TRC数字资源产品，授权用户将使用自有设备访问教育机构的互联网协议(IP)地址。对于教师的教师教学资源，教师需要用户名和密码进行身份验证才能访问教师教学资源。

Authorized Users’ accounts are for non-commercial educational or instructional use. Authorized Users may not authorize others to use its’ account, and Authorized Users may not assign or transfer its account.

授权用户的帐户仅用于非商业教育或教学用途。授权用户不得授权他人使用授权用户的帐户，授权用户不得转让或转移授权用户的帐户。

**Instructors’ accounts**

**教师帐户**

Instructors must keep Instructors’ username and password confidential. Instructors are responsible for all activities, charges, and liabilities associated with Instructors’ account. Instructors agree to immediately notify Cengage of any unauthorized use of Instructors’ account of which Instructors are aware.

教师必须对教师的用户名和密码保密。教师应对与教师帐户相关的所有活动、费用和责任负责。教师同意，如果教师发现任何未经授权使用教师帐户的情况，立即通知圣智。

Subject to the Educational Institutions’ payment of the applicable fees and taxes, the Educational Institutions may authorize Authorized Users to access and use the applicable TRC Digital Resource Products for non-commercial educational or instructional use, on condition that those Authorized Users accept these TRC Digital Resource Products before or during their first use of that TRC Digital Resource Products. For teacher teaching resources that include a limit on the number of Authorized Users, Instructors includes all individuals authorized to use the teacher teaching resources, regardless of whether any such individual is actively using that teacher teaching resources at a particular time. The Educational Institutions shall ensure that Instructors and any other person that uses the TRC Digital Resource Products through the use of Instructors’ password and account or based on the Educational Institutions’ Internet Protocol (IP) addresses of the Authorized User’s device comply with these Terms. The Educational Institutions shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the TRC Digital Resource Products through Instructors’ password and account or based on the Educational Institutions’ Internet Protocol (IP) addresses of the Authorized User’s device, including ensuring that an Authorized User ceases use of the TRC Digital Resource Products after that Authorized User is no longer associated with the Educational Institutions.

在教育机构支付适用费用和税款的前提下，教育机构可以授权授权用户访问和使用TRC数字资源产品并用于非商业教育或教学用途，前提是这些授权用户在首次使用TRC数字资源产品之前或期间，接受这些TRC数字资源产品。对于包含授权用户数量限制的教师教学资源，教师包括所有被授权使用教师教学资源的个人，无论此类个人是否在特定时间积极使用该教师教学资源。教育机构应确保教师、通过教师密码和帐户或基于授权用户设备访问教育机构互联网协议(IP)地址使用 TRC数字资源产品的任何其他人遵守这些条款。教育机构应采取一切合理的必要预防措施，防止未经授权通过教师密码和帐户，或未经授权使用授权用户的设备访问教育机构互联网协议(IP)地址等形式访问和使用TRC数字资源产品，包括教育机构确保在授权用户不再与教育机构有关联后，授权用户停止使用TRC数字资源产品。

**THE EDUCATIONAL INSTITUTIONS AND ITS AUTHORIZED USERS’ USE OF THE TRC DIGITAL RESOURCE PRODUCTS**

**教育机构及其授权用户对TRC数字资源产品的使用**

Subject to the Terms, Cengage will procure for the Educational Institutions the grant of a limited, non-transferable, non-exclusive, non-sublicensable, perpetual right to access the TRC Digital Resource Products hosted at TRC Platform, subject to, amongst other things, periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of data and downtime related to the failure of communications networks, equipment or services outside the control of Cengage. Scheduled downtime will be performed at a time to minimize inconvenience to the Educational Institutions:

根据本条款，圣智将为教育机构取得并授予有限的、不可转让的、非排他性的、教育机构不可转授权的、持续的权利，以访问托管在TRC平台的TRC数字资源产品，除非是由于周期性的服务器维护、软件安装或软件测试、加载数据以及圣智无法控制的通讯网络、设备或服务故障等原因导致的停机。圣智应将停机时间安排在给教育机构造成最小不便的时间之内：

### Limited License and Restrictions on Use

**有限许可和使用限制**

Instructors may download one electronic copy of the TRC Digital Resource Products for back-up and/or archival purposes at TRC Platform and access through the Educational Institutions’ internal systems (eg. Blackboard or Moodle) (the “LMS”). All use of any locally stored and hosted copies of the TRC Digital Resources Products are subject to these Terms. Instructors may also display, view and print limited and/or make limited paper or electronic copies of citations, abstracts, individual full text or portions thereof at TRC Platform or simple customize from and use or incorporate some of the content from TRC Digital Resource Products to create its own teaching material subject to this Term, provided that all such activities shall be solely for the teaching purposes of the Educational Institutions and Instructors. Except as noted in this clause, the Educational Institutions and Instructors shall not (i) prepare derivative work(s), sell, exchange, barter or rent, lease, loan, resell, or in any other manner exploit the TRC Digital Resource Products; (ii) remove, obscure or alter any notice of Cengage 's intellectual property rights present on or in the TRC Digital Resource Products therein, including, but not limited to, copyright, trademark and/or patent notices; or (iii) disassemble, decompile, translate, reverse engineer or otherwise reduce the TRC Digital Resource Products therein; or (iv) supply or fulfill requests from other institutions or libraries, a practice commonly called Interlibrary Loan or by any other means, from the TRC Digital Resource Products made available through this Terms. If the Educational Institutions and/or Instructors breach any Terms, Cengage may, in addition to its other legal rights and remedies, terminate the license granted and upon written notice of such termination. The Educational Institutions and/or Instructors shall certify the destruction of all copies of the TRC Digital Resource Products in the Educational Institutions and/or Instructors’ possession.

教师可以为了资料备份及/或为存档目的下载TRC数字资源产品的电子复本到客户内部系统中(例如Blackboard 或Moodle)(“LMS”)。对本地存储或托管的TRC数字资源产品复本的使用亦须遵守该条款规定。根据条款规定，为教学目的，教育机构或教师也可以在TRC平台通过LMS 展示、浏览、打印和/或对引用、摘要、全文或节选进行有限的纸面或者电子的复制或简单定制并使用或合并TRC数字资源产品中的部分内容来创建符合本条款的自己的教材。除了本条规定外，教育机构或教师不可以（1）制作衍生作品，销售、交换、易货或转让、出租、出借、转卖或以其他形式使用TRC数字资源产品；（2）移除、妨害、更改标注在圣智的TRC数字资源产品上或蕴含在TRC数字资源产品中的关于圣智的知识产权声明，包括但不限于版权、商标与/或专利声明；（3）对TRC数字资源产品进行反汇编、反编译、翻译、逆向工程或以其他方式分解本协议中的TRC数字资源产品；（4）提供给其他机构或图书馆或应其他机构或图书馆的要求，馆际互借或通过其他方法，提供本协议下的TRC数字资源产品。如果教育机构或教师违反本条款，圣智在可以采取的法律权利和救济外，还可终止已授予的许可。客户一接到终止许可的书面通知，应保证销毁客户或教师持有的TRC数字资源产品的所有复本。

The access of the eBook Titles is solely for viewing and reading on streaming ability with no downloadable functionality by the Authorized Users.

授权用户对电子书的访问, 仅对流媒体功能进行浏览和阅读，没有下载功能。

All rights in and to the TRC Digital Resource Products not specifically provided to the Educational Institutions hereunder shall remain the exclusive property of Cengage Learning’s Affiliate and its licensors. Accordingly:

本条款中没有明确授予教育机构的关于TRC数字资源产品的所有权利应属于圣智的关联公司及其授权人，据此：

1. The Educational Institutions cannot extended, assigned or transferred (including but not limited of transferring TRC Digital Resource Products to any third party’s platform), sub-licensed, sold or rented to any other party inside or outside the Territory.

本条款授予教育机构的权利，教育机构不得扩充、转让或转移(包括但不限于转移TRC数字资源产品到任何第三方的平台)、再许可、出售或出租给许可区域以内或以外的任何一方。

1. Authorized Users access is conducted solely for their non-commercial teaching purpose and by means of computer terminals or workstations located at Educational Institutions’ libraries, or via secure network of the Educational Institutions (such as VPN).

授权用户访问的目的只能用于单纯的非商业教学用途；这些访问通过位于教育机构图书馆的电子计算机终端和工作站，或者通过教育机构的安全网络（如VPN）来访问。

1. Other than as specifically authorized under this Terms neither the Educational Institutions nor the Authorized Users may:

在本条款约定的特殊授权之外，禁止教育机构或其授权用户进行以下行为：

1. Incorporate the TRC Digital Resource Products in course packs or electronic collections unless the course packs or electronic collections are deleted at the end of the relevant semester.

将TRC数字资源产品里合并进入教材包或电子出版物集合，除非在相应学期末把该教材包或电子出版物集合被删除；

1. Mount or distribute any part of the TRC Digital Resource Products on any electronic network and/or upload to any media channel ie. WeChat, YouTube, Facebook, Instagram and/or other channels.

在任何电子网络上放置或散布TRC数字资源产品的任意部分和/或上传到任何媒体渠道，即微信、YouTube、Facebook、Instagram 和/或其他渠道。

1. Use any part of the TRC Digital Resource Products for resale or any commercial use.

使用TRC数字资源产品的任何部分用于再次销售或任何商业用途；

1. Provide to anyone other than Authorized Users at other institutions a copy or any part of the TRC Digital Resource Products.

向授权用户以外的其它机构的任何人提供TRC数字资源产品全部或部分的副本；

1. Use any part of the TRC Digital Resource Products in a document delivery service.

使用TRC数字资源产品的任何部分用于文献传递服务；

1. Alter, adapt, repurpose, transform or create any derivative work of all or any part based on TRC Digital Resource Products for sales or any commercial use.

基于TRC数字资源产品而进行任何更改、改编、改变用途、转换或创造派生作品用于销售或任何商业用途。

The Educational Institutions and its Authorized Users agree not to remove, conceal, or alter any proprietary rights notices (including copyright and trademark notices) contained within the TRC Digital Resource Products. The Educational Institutions and its Authorized Users may not (and the Educational Institutions and its Authorized Users may not permit anyone else to) extract, copy, modify, reverse engineer, decompile, or otherwise attempt to access or use the source code of the software underlying or otherwise used to provide the TRC Digital Resource Products or any part thereof, except to the extent allowed by law notwithstanding this restriction.

教育机构及其授权用户同意不删除、隐藏或更改TRC数字资源产品中包含的任何专有权利声明（包括版权和商标声明）。教育机构及其授权用户不得（并且教育机构及其授权用户不得允许任何其他人）提取、复制、修改、逆向工程、反编译或以其他方式尝试访问或使用底层软件的源代码或以其他方式用于提供TRC数字资源产品或其任何部分，尽管有此限制，但法律允许的范围内除外。

**CENGAGE’S TRC Digital Resource Products and Intellectual Property**

**圣智的TRC数字资源产品和知识产权**

Cengage and its licensors own and retain all right, title, and interest in and to the TRC Digital Resource Products, all underlying technology used with or otherwise enabling the TRC Digital Resource Products, and all software and Content available within the TRC Digital Resource Products, including all associated trademarks, copyrights, and other intellectual property rights. Nothing in these Terms transfers any such rights, title or interest to the Educational Institutions and its Authorized Users or any other user, and Cengage reserves all rights not expressly granted to the Educational Institutions and its Authorized Users. All TRC Digital Resource Products provided to the Educational Institutions and its Authorized Users under these Terms are licensed, not sold.

圣智及其许可方拥有并保留TRC数字资源产品、与TRC数字资源产品一起使用或以其他方式启用TRC数字资源产品的所有底层技术以及TRC数字资源产品中可用的所有软件和内容的所有权利、所有权和利益，包括所有相关商标、版权和其他知识产权。这些条款中的任何内容均未将任何此类权利、所有权或利益转让给教育机构及其授权用户或任何其他用户，并且圣智保留未明确授予教育机构及其授权用户的所有权利。根据这些条款向教育机构及其授权用户提供的所有TRC数字资源产品均是许可而非出售。

The Educational Institutions and its Authorized Users agree that any breach of your obligations with respect to Cengage's and its licensors’ proprietary or intellectual property rights will result in irreparable injury to Cengage and its licensors for which money damages are inadequate, and the Educational Institutions and its Authorized Users therefore agree that Cengage and its licensors shall be entitled to seek injunctive relief to address such breach, without the requirement of posting a bond, in addition to any other relief that a court may deem proper.

教育机构及其授权用户同意，任何违反您对圣智及其许可方专有或知识产权的义务的行为都将导致对圣智及其许可方造成不可挽回的伤害，而金钱赔偿不足以弥补，因此，教育机构及其授权用户同意，除了法院可能认为适当的任何其他救济外，圣智及其许可方还有权寻求禁令救济来解决此类违规行为，而无需缴纳保证金。

**DIGITAL RIGHTS MANAGEMENT**

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ARBITRATION

## 仲裁

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