https://prism.ucalgary.ca

The Vault

Open Theses and Dissertations

2014-12-15

A Stereodivergent Synthesis of the Anti-Inflammatory Agent BIRT-377. Approaches to the Synthesis of Gephyrotoxin

Johnson, Aaron

Johnson, A. (2014). A Stereodivergent Synthesis of the Anti-Inflammatory Agent BIRT-377. Approaches to the Synthesis of Gephyrotoxin (Master's thesis, University of Calgary, Calgary, Canada). Retrieved from https://prism.ucalgary.ca. doi:10.11575/PRISM/25038 http://hdl.handle.net/11023/1961

Downloaded from PRISM Repository, University of Calgary

JOHN WILEY AND SONS LICENSE TERMS AND CONDITIONS

Oct 23, 2014

This is a License Agreement between Aaron Johnson ("You") and John Wiley and Sons ("John Wiley and Sons") provided by Copyright Clearance Center ("CCC"). The license consists of your order details, the terms and conditions provided by John Wiley and Sons, and the payment terms and conditions.

All payments must be made in full to CCC. For payment instructions, please see information listed at the bottom of this form.

License Number 3494921362824 License date Oct 23, 2014

Licensed content publisher John Wiley and Sons

Licensed content publication ChemCatChem

Enantioselective Hydrolysis of Selected a,a-Disubstituted Malonate

Esters

Licensed copyright line Copyright © 2012 WILEY-VCH Verlag GmbH & Co. KGaA, Weinheim

Licensed content author Maureen E. Smith, Souvik Banerjee, Yongliang Shi, Marlen

Schmidt, Uwe T. Bornscheuer, Douglas S. Masterson

Licensed content date Feb 29, 2012

Start page 472 End page 475

Type of use Dissertation/Thesis
Requestor type University/Academic
Format Print and electronic

Portion Figure/table

Number of figures/tables 1

Original Wiley figure/table

number(s)

Figure 2

Will you be translating? No

Title of your thesis /

dissertation

A Stereodivergent Synthesis of the Anti-Inflammatory Agent BIRT-

377. Approaches to the Synthesis of Gephyrotoxin

Expected completion date Dec 2014

Expected size (number of

pages)

120

Total 0.00 CAD

Terms and Conditions

TERMS AND CONDITIONS

This copyrighted material is owned by or exclusively licensed to John Wiley & Sons, Inc. or one of its group companies (each a"Wiley Company") or handled on behalf of a society with which a Wiley Company has exclusive publishing rights in relation to a particular work (collectively "WILEY"). By clicking �accept� in connection with completing this licensing transaction, you agree that the following terms and conditions apply to this transaction (along with the billing and payment terms and conditions established by the Copyright Clearance Center Inc., ("CCC's Billing and Payment terms and conditions"), at the time that you opened your Rightslink account (these are available at any time at http://myaccount.copyright.com).

Terms and Conditions

- The materials you have requested permission to reproduce or reuse (the "Wiley Materials") are protected by copyright.
- You are hereby granted a personal, non-exclusive, non-sub licensable (on a standalone basis), non-transferable, worldwide, limited license to reproduce the Wiley Materials for the purpose specified in the licensing process. This license is for a one-time use only and limited to any maximum distribution number specified in the license. The first instance of republication or reuse granted by this licence must be completed within two years of the date of the grant of this licence (although copies prepared before the end date may be distributed thereafter). The Wiley Materials shall not be used in any other manner or for any other purpose, beyond what is granted in the license. Permission is granted subject to an appropriate acknowledgement given to the author, title of the material/book/journal and the publisher. You shall also duplicate the copyright notice that appears in the Wiley publication in your use of the Wiley Material. Permission is also granted on the understanding that nowhere in the text is a previously published source acknowledged for all or part of this Wiley Material. Any third party content is expressly excluded from this permission.
- With respect to the Wiley Materials, all rights are reserved. Except as expressly granted by the terms of the license, no part of the Wiley Materials may be copied, modified, adapted (except for minor reformatting required by the new Publication), translated, reproduced, transferred or distributed, in any form or by any means, and no derivative works may be made based on the Wiley Materials without the prior permission of the respective copyright owner. You may not alter, remove or suppress in any manner any copyright, trademark or other notices displayed by the Wiley Materials. You may not license, rent, sell, loan, lease, pledge, offer as security, transfer or assign the Wiley Materials on a stand-alone basis, or any of the rights granted to you hereunder to any other person.
- The Wiley Materials and all of the intellectual property rights therein shall at all times remain the exclusive property of John Wiley & Sons Inc, the Wiley Companies, or their respective licensors, and your interest therein is only that of having possession of and the right to reproduce the Wiley Materials pursuant to Section 2 herein during the continuance of this Agreement. You agree that you own no right, title or interest in or to the Wiley Materials or any of the intellectual property rights therein. You shall have no rights hereunder other than the license as provided for above in Section 2. No right, license or interest to any trademark, trade name, service mark or other branding ("Marks") of WILEY or its licensors is granted hereunder, and you agree that you

shall not assert any such right, license or interest with respect thereto.

- NEITHER WILEY NOR ITS LICENSORS MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND TO YOU OR ANY THIRD PARTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE MATERIALS OR THE ACCURACY OF ANY INFORMATION CONTAINED IN THE MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, USABILITY, INTEGRATION OR NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED BY WILEY AND ITS LICENSORS AND WAIVED BY YOU
- WILEY shall have the right to terminate this Agreement immediately upon breach of this Agreement by you.
- You shall indemnify, defend and hold harmless WILEY, its Licensors and their respective directors, officers, agents and employees, from and against any actual or threatened claims, demands, causes of action or proceedings arising from any breach of this Agreement by you.
- IN NO EVENT SHALL WILEY OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE DOWNLOADING, PROVISIONING, VIEWING OR USE OF THE MATERIALS REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, INFRINGEMENT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF PROFITS, DATA, FILES, USE, BUSINESS OPPORTUNITY OR CLAIMS OF THIRD PARTIES), AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
- Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- The failure of either party to enforce any term or condition of this Agreement shall not constitute a waiver of either party's right to enforce each and every term and condition of this Agreement. No breach under this agreement shall be deemed waived or excused by either party unless such waiver or consent is in writing signed by the party granting such waiver or consent. The waiver by or consent of a party to a breach of any provision of this Agreement shall not operate or be construed as a waiver of or consent to any other or subsequent breach by such other party.
- This Agreement may not be assigned (including by operation of law or otherwise) by

you without WILEY's prior written consent.

- Any fee required for this permission shall be non-refundable after thirty (30) days from receipt by the CCC.
- These terms and conditions together with CCC so Billing and Payment terms and conditions (which are incorporated herein) form the entire agreement between you and WILEY concerning this licensing transaction and (in the absence of fraud) supersedes all prior agreements and representations of the parties, oral or written. This Agreement may not be amended except in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors, legal representatives, and authorized assigns.
- In the event of any conflict between your obligations established by these terms and conditions and those established by CCC s Billing and Payment terms and conditions, these terms and conditions shall prevail.
- WILEY expressly reserves all rights not specifically granted in the combination of (i) the license details provided by you and accepted in the course of this licensing transaction, (ii) these terms and conditions and (iii) CCC so Billing and Payment terms and conditions.
- This Agreement will be void if the Type of Use, Format, Circulation, or Requestor Type was misrepresented during the licensing process.
- This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regards to such state sconflict of law rules. Any legal action, suit or proceeding arising out of or relating to these Terms and Conditions or the breach thereof shall be instituted in a court of competent jurisdiction in New York County in the State of New York in the United States of America and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to service of process by registered or certified mail, return receipt requested, at the last known address of such party.

WILEY OPEN ACCESS TERMS AND CONDITIONS

Wiley Publishes Open Access Articles in fully Open Access Journals and in Subscription journals offering Online Open. Although most of the fully Open Access journals publish open access articles under the terms of the Creative Commons Attribution (CC BY) License only, the subscription journals and a few of the Open Access Journals offer a choice of Creative Commons Licenses:: Creative Commons Attribution (CC-BY) license Creative Commons Attribution Non-Commercial (CC-BY-NC) license and Creative Commons Attribution Non-Commercial-NoDerivs (CC-BY-NC-ND) License. The license type is clearly identified on the article.

Copyright in any research article in a journal published as Open Access under a Creative Commons License is retained by the author(s). Authors grant Wiley a license to publish the article and identify itself as the original publisher. Authors also grant any third party the right to use the article freely as long as its integrity is maintained and its original authors,

citation details and publisher are identified as follows: [Title of Article/Author/Journal Title and Volume/Issue. Copyright (c) [year] [copyright owner as specified in the Journal]. Links to the final article on Wiley swebsite are encouraged where applicable.

The Creative Commons Attribution License

The <u>Creative Commons Attribution License (CC-BY)</u> allows users to copy, distribute and transmit an article, adapt the article and make commercial use of the article. The CC-BY license permits commercial and non-commercial re-use of an open access article, as long as the author is properly attributed.

The Creative Commons Attribution License does not affect the moral rights of authors, including without limitation the right not to have their work subjected to derogatory treatment. It also does not affect any other rights held by authors or third parties in the article, including without limitation the rights of privacy and publicity. Use of the article must not assert or imply, whether implicitly or explicitly, any connection with, endorsement or sponsorship of such use by the author, publisher or any other party associated with the article.

For any reuse or distribution, users must include the copyright notice and make clear to others that the article is made available under a Creative Commons Attribution license, linking to the relevant Creative Commons web page.

To the fullest extent permitted by applicable law, the article is made available as is and without representation or warranties of any kind whether express, implied, statutory or otherwise and including, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of defects, accuracy, or the presence or absence of errors

Creative Commons Attribution Non-Commercial License

The <u>Creative Commons Attribution Non-Commercial (CC-BY-NC) License</u> permits use, distribution and reproduction in any medium, provided the original work is properly cited and is not used for commercial purposes.(see below)

Creative Commons Attribution-Non-Commercial-NoDerivs License

The <u>Creative Commons Attribution Non-Commercial-NoDerivs License</u> (CC-BY-NC-ND) permits use, distribution and reproduction in any medium, provided the original work is properly cited, is not used for commercial purposes and no modifications or adaptations are made. (see below)

Use by non-commercial users

For non-commercial and non-promotional purposes, individual users may access, download, copy, display and redistribute to colleagues Wiley Open Access articles, as well as adapt, translate, text- and data-mine the content subject to the following conditions:

• The authors' moral rights are not compromised. These rights include the right of "paternity" (also known as "attribution" - the right for the author to be identified as such) and "integrity" (the right for the author not to have the work altered in such a way that the author's reputation or integrity may be impugned).

- Where content in the article is identified as belonging to a third party, it is the
 obligation of the user to ensure that any reuse complies with the copyright policies of
 the owner of that content.
- If article content is copied, downloaded or otherwise reused for non-commercial research and education purposes, a link to the appropriate bibliographic citation (authors, journal, article title, volume, issue, page numbers, DOI and the link to the definitive published version on **Wiley Online Library**) should be maintained. Copyright notices and disclaimers must not be deleted.
- Any translations, for which a prior translation agreement with Wiley has not been agreed, must prominently display the statement: "This is an unofficial translation of an article that appeared in a Wiley publication. The publisher has not endorsed this translation."

Use by commercial "for-profit" organisations

Use of Wiley Open Access articles for commercial, promotional, or marketing purposes requires further explicit permission from Wiley and will be subject to a fee. Commercial purposes include:

- Copying or downloading of articles, or linking to such articles for further redistribution, sale or licensing;
- Copying, downloading or posting by a site or service that incorporates advertising with such content;
- The inclusion or incorporation of article content in other works or services (other than normal quotations with an appropriate citation) that is then available for sale or licensing, for a fee (for example, a compilation produced for marketing purposes, inclusion in a sales pack)
- Use of article content (other than normal quotations with appropriate citation) by forprofit organisations for promotional purposes
- Linking to article content in e-mails redistributed for promotional, marketing or educational purposes;
- Use for the purposes of monetary reward by means of sale, resale, licence, loan, transfer or other form of commercial exploitation such as marketing products
- Print reprints of Wiley Open Access articles can be purchased from: corporatesales@wiley.com

Further details can be found on Wiley Online Library http://olabout.wiley.com/WileyCDA/Section/id-410895.html

Other Terms and Conditions:

v1.9

Questions? customercare@copyright.com or +1-855-239-3415 (toll free in the US) or +1-978-646-2777.

Gratis licenses (referencing \$0 in the Total field) are free. Please retain this printable license for your reference. No payment is required.