Project MUSE® Institutional Subscriber Licensing Agreement

This Institutional Subscriber Licensing Agreement to Project MUSE® is by and between The Johns Hopkins University Press (“JHUP”), a division of the Johns Hopkins University and the creator, owner, and distributor of Project MUSE®, and ______________________________ (“Subscriber”)

I. RIGHTS AND RESPONSIBILITIES

A. Authorized Users

A subscription to a Project MUSE collection grants unlimited access to the full text of the Journal titles in that collection for educational, research, and personal use by the faculty, staff, students, alumni, library patrons, and other Authorized Users of the Subscriber's campus/institutional network. Distance learners, alumni, and other off-campus affiliates may access Project MUSE if their internet access is through the campus network or via a secure proxy server.

Subscribers are expected to make their best feasible efforts to enable access to the Project MUSE Database only to faculty, students, staff, alumni, and walk-in library patrons using the campus' physical library facilities. There are no contractual limits on the number of Authorized Users from one campus at any given time.

B. Permitted

Provided that the copyright header attached to the article is retained, Authorized Users at the Subscriber's institution may

1. download and print one copy of each article for personal use and archive contents on their own personal computers
2. use an "offline browser" that allows downloading content from the site to be read later. The browser must be configured to request no more than one article per minute. Non-compliance with this rule will result in access to Project MUSE® being blocked until the problem is resolved. If the problem is repeated, the offending IP may be permanently blocked from accessing the Project MUSE® site.
3. send one copy by email, hard copy, or fax to one person in the subscriber's campus/institutional network at another location for that individual's personal use
4. distribute a copy of individual articles of items of the licensed materials in print or electronic form to Authorized Users, including the distribution of a copy for noncommercial educational purposes to each individual student (Authorized User) in a class at a Subscriber's institution
5. use a persistent URL, or durable URL, to the licensed materials, including full-text articles, for courses of instruction offered by the Subscribing Institution, where access is restricted to students enrolled in the course, to instructors, and to library staff maintaining the link, and such access is limited to the duration of the course. Each item should carry an appropriate acknowledgment of the source, copyright, and publisher, and the links to such items shall be deleted by the Subscriber when they are no longer required for such purpose.
6. provide facsimile images that are exact representations of the print Journal pages or of printouts from the electronic database for interlibrary loan under CONTU (National Commission on New Technological Uses of Copyright Works) guidelines and distributed in paper, fax, or digital form
7. place selected listings and notices on the campus network to inform users of availability
8. display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users

C. Not Permitted

Authorized Users at the Subscriber's institution may not
1. disseminate content from Project MUSE outside the campus or institution by any means, except as noted above.
2. transmit the digital source code, whether plain ASCII or tagged
3. use contents and articles from Project MUSE in course packs
4. systematically download content by robots or other automatic processes without explicit approval from JHUP
5. burden server(s) with activities, such as computer programs, that automatically download content, commonly known as web robots, spiders, crawlers, wanderers, or accelerators. If there is evidence that such unauthorized activities have taken place, the Subscriber will be contacted, and access to the offending IP address(es) may be shut down if a prompt resolution is not achieved. No refunds or credits will be given for time without access as a result of such activities.
6. remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use; or modify or create a derivative work of any Journal content without the prior written permission of the copyright holder
7. re-use content for commercial use without prior written permission of the copyright holder
8. make agreements for access to Project MUSE Journal content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.

Regarding section B.2 above, if the Subscriber becomes aware of unauthorized access to the Project MUSE® Database, it will notify JHUP immediately and cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, JHUP has the right to withhold, suspend, or terminate access to any or all licensed content, without liability.

II. COPYRIGHT AND PERMISSIONS

Unless otherwise noted, Publishers hold the copyright, both as a compilation and as individual articles, on all materials published in Journals in the Project MUSE® Database, whether the material is in print or electronic form. All Journal content is subject to "fair use" provisions of U.S. or applicable international copyright laws. A list of Publishers participating in Project MUSE can be found at https://muse.jhu.edu/about/muse/publishers.html.

In the event of a dispute between a Publisher and any contributor with respect to the electronic distribution of any article in the Database, JHUP shall have the right to remove such article from the Database, and will do so upon the Publisher's request.

Requests for authorization to distribute copies of articles in this database for use outside of the provisions listed above should be sent to the Copyright Clearance Center (CCC). In preparing your request, please note the name of the copyright holder of the article and follow the CCC instructions for that copyright holder. No permission requests should be sent to Project MUSE®.

Copyright Clearance Center (CCC)
27 Congress, 222 Rosewood Drive
Danvers, MA 01923
Phone: 978-750-8400
Fax: 978-646-8600

Or make your request online: www.copyright.com

III. ACCESS AND AUTHENTICATION

The Project MUSE® file server permits entry by recognizing the authorized IP addresses. Distance learners and alumni who access the internet via campus IP accounts or a secure proxy server may use Project MUSE®, but access is not available through independent service providers. Referring URL is also offered as an alternative method for remote access, so long as a secure system is in place, to allow only Authorized Users, as described above, access to Project MUSE® via the referring URL.
At the time the order is placed, the Subscriber provides IP addresses for the computers that require access to the electronic database. No credit is given for the submission of incorrect or incomplete IP ranges, or for IP information submitted late.

The Subscriber will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access subscribed content online. The Subscriber also affirms that all IP addresses provided for use of online Journals are controlled by its institution exclusively for internet access by Authorized Users. Valid IP addresses must not include those of publicly accessible proxy or cache servers.

IV. USAGE STATISTICS

JHUP shall provide the Subscriber with COUNTER-compliant usage data on the articles downloaded, by Journal title, on a monthly basis for private internal use by JHUP and the Subscriber only.

V. ARCHIVING

Approximately 90 days after the expiration of an annual subscription term, Project MUSE will provide the Subscriber, upon request, an archival (non-searchable) file on DVD-ROM or other appropriate media as determined by Project MUSE, containing the content of all issues published online during the 12-month subscription term.

Subscribing Members may participate in the LOCKSS (Lots of Copies Keeps Stuff Safe) system for archiving digitized publications. To benefit from this support, Subscribing Members must install a LOCKSS cache at their institution. (See http://www.lockss.org for further information.) The Subscribing Member may perpetually use the LOCKSS system to archive and restore Journal content, so long as use is otherwise consistent with this Agreement. Journal content may be made available to other LOCKSS system Subscribing Members who indicate a right to the subscribed Journal content.

Project MUSE participates in in PORTICO’s E-Journal Preservation Service for the preservation of journal content on the MUSE platform. (See www.portico.org for further information.)

VI. SUBSCRIPTION TERMS

A. Subscription Activation

For access to be enabled, the Subscriber must provide technical and administrative data about its campus or institution via the Project MUSE online subscription form. Upon receipt of a fully completed order form, JHUP will permit the Subscriber access to the selected Project MUSE contents.

B. Renewal

At renewal time, usually around September 1, Project MUSE® will provide the Subscriber with pricing information for the following year. No later than December 1, JHUP will invoice the Subscriber for renewal. Renewal orders must be paid in full within 60 days of receipt of invoice to ensure the Subscriber’s continued access to online content.

VII. ADDITIONAL TERMS

If any provision or provisions of this License shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.
JHUP will not be held liable for any delays, inaccuracies, errors or omissions in Project MUSE, in the transmission or delivery of all or any part thereof, or for any damages arising from any of the foregoing. JHUP does not represent or endorse the accuracy or reliability of any content.

Please direct any questions regarding the Agreement to our Subscriber Services Department at muse@press.jhu.edu.

If the Subscriber becomes aware of infractions upon this Agreement, it shall report these to Project MUSE immediately. This Agreement may not be assigned and represents the complete understanding as to the subject matter therein.

VIII. MODIFICATION

Please direct any questions regarding the Agreement to our MUSE Customer Support muse@press.jhu.edu.

If the Subscriber becomes aware of infractions upon this Agreement, it shall report these to Project MUSE® immediately. This Agreement may not be assigned, and represents the complete understanding as to the subject matter therein.

IN WITNESS WHEREOF, the parties have caused this Licensing Agreement to be duly executed as of the date and year below.

On behalf of the Subscriber,

<table>
<thead>
<tr>
<th>Authorized Signatory</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Title</td>
</tr>
<tr>
<td>Institution</td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State/Province</td>
</tr>
<tr>
<td>Country (if not United States)</td>
<td></td>
</tr>
</tbody>
</table>

On behalf of JHUP,

<table>
<thead>
<tr>
<th>Authorized Signatory</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy Queen, Director, Project MUSE</td>
<td></td>
</tr>
<tr>
<td>Johns Hopkins University Press</td>
<td></td>
</tr>
<tr>
<td>2715 N. Charles Street</td>
<td></td>
</tr>
<tr>
<td>Baltimore, MD 21218</td>
<td></td>
</tr>
</tbody>
</table>