Institutional Subscriber Licensing Agreement

This Institutional Subscriber Licensing Agreement for *The Complete Prose of T. S. Eliot: The Critical Edition* is by and between The Johns Hopkins University Press (“JHUP”), a division of the Johns Hopkins University, and ______________________________________ (“Subscriber”).

I. TERM OF AGREEMENT
The term of this agreement shall begin on 12:00 midnight EST on ____________, 20__ and expire at 12:00 midnight EST on December 31, 20__. Thereafter, it will be renewed automatically each year subject to the terms herein unless either party gives termination notice in writing to the other by December 1 for the following year.

II. RIGHTS AND RESPONSIBILITIES
A. Authorized Users
A subscription to *The Complete Prose of T. S. Eliot* grants unlimited access to the full text of the online reference 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 *The Complete Prose of T. S. Eliot* 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 Complete Prose of T. S. Eliot* 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 document is retained, Authorized Users at the Subscriber's institution may

1. use an "offline browser" that allows downloading content from the site to be read later.
2. send one copy of a document 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
3. distribute a copy of individual documents 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
4. use a persistent URL, or durable URL, to a document 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.
5. place selected listings and notices on the campus network to inform users of availability
6. display, download or print documents for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users

Regarding section B.1 above, if the Subscribing Institution becomes aware of unauthorized access to *The Complete Prose of T. S. Eliot*, 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 purchased content, without liability.

C. Not Permitted

Authorized Users at the Subscriber's institution may not

1. disseminate content from *The Complete Prose of T. S. Eliot* outside the campus or institution by any means, except as noted above
2. transmit the digital source code, whether plain ASCII or tagged, and use contents from *The Complete Prose of T. S. Eliot* in course packs
3. utilize *The Complete Prose of T. S. Eliot* for the purposes of fulfilling interlibrary loan requests
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 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 *The Complete Prose of T. S. Eliot* with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.

III. COPYRIGHT AND PERMISSIONS

Unless otherwise noted, the Estate of T. S. Eliot, Faber and Faber Ltd, and Johns Hopkins University (Publishers) hold the copyright on *The Complete Prose of T. S. Eliot*, whether the material is in print or electronic form.

All content is subject to provisions of U.S. or applicable international copyright laws.

In the event of a dispute between the Publishers and any contributor with respect to the electronic
distribution of any *The Complete Prose of T. S. Eliot* content, JHUP shall have the right to remove such content, and will do so upon the Publisher’s request. Requests can be directed to Copyright Clearance Center (CCC):

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: http://www.copyright.com/

or to the Rights & Permissions Coordinator, JHUP, 2715 N. Charles Street, Baltimore, MD 21218 or online at http://www.press.jhu.edu/cgi-bin/permissions.cgi#request_form.

IV. ACCESS AND AUTHENTICATION

*The Complete Prose of T. S. Eliot* 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 *The Complete Prose of T. S. Eliot*, 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 *The Complete Prose of T. S. Eliot* via the referring URL. *The Complete Prose of T. S. Eliot* also supports access via Athens or Shibboleth authentication.

At the time an order is placed, the Subscriber provides IP addresses for all institutional networks and computers that require access to *The Complete Prose of T. S. Eliot*, as well as any relevant details for enabling access via referring URL, or Shibboleth. No credit is given for the submission of incorrect or incomplete IP ranges or access details, or for IP information or access details 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 *The Complete Prose of T. S. Eliot* 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.

V. USAGE STATISTICS

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

VI. SUBSCRIPTION TERMS

A. Calendar Year Term
All subscriptions to *The Complete Prose of T. S. Eliot* run on a calendar year subscription term. All subscriptions expire on December 31. Subscriptions that begin after January 31 will be prorated to the months remaining in the calendar year subscription term at the time of order activation.

**B. Subscription Activation**

For access to be enabled, the Subscriber must provide technical and administrative data about its campus or institution via the online order form or other mutually agreed upon method. Upon receipt of a fully completed order form, JHUP will permit the Subscriber access to the *The Complete Prose of T. S. Eliot*.

**C. Payment and Invoicing**

Upon receipt of a confirmed order for a *The Complete Prose of T. S. Eliot* subscription, an invoice will be generated. Payment must be received by JHUP within 60 days of receipt of invoice, or access to content will be disabled. Access to content will be re-enabled only upon receipt of full payment of any outstanding invoices, and no credit will be given for periods without access as a result of late payment.

**D. Renewal**

At renewal time, usually around September 1, the Subscriber will be provided with pricing information for the following year. No later than November 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 *The Complete Prose of T. S. Eliot*, 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 to muse@press.jhu.edu.

If the Subscriber becomes aware of infractions upon this Agreement, it shall report these to JHUP 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>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Institution</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State/Province</th>
<th>Zip/Postal Code</th>
</tr>
</thead>
</table>

Country (if not United States)

On behalf of JHUP,

<table>
<thead>
<tr>
<th>Authorized Signatory</th>
<th>Date</th>
</tr>
</thead>
</table>

Wendy Queen, Director, Project MUSE
Johns Hopkins University Press
2715 N. Charles Street
Baltimore, MD 21218