

## **Project MUSE® Consortium Agreement**

This CONSORTIUM AGREEMENT (“Agreement”) for book and journal collections products on Project MUSE is entered into as of \_\_\_\_\_, 20\_\_ by and between The Johns Hopkins University Press (“JHUP”), a division of the Johns Hopkins University, whose address is 2715 North Charles St., Baltimore, MD 21218, and The Alberta Library (“Consortium”), whose primary business address is 6-14 7 Sir Winston Churchill Square, Edmonton Alberta T5J2V5 Canada.

JHUP is a publisher of scholarly publications and is the creator, developer, owner, and distributor of an online electronic database of scholarly electronic content known as Project MUSE®, which comprises several collections of books and journals.

When attested to by signature of both parties, JHUP hereby grants Consortium, Participating Members and their Authorized Users access to the applicable book and/or journals collections on Project MUSE. Refer to Appendix D.

### **I. TERM OF AGREEMENT**

The term of this agreement shall begin on 12:00 midnight EST on January 1, 2012 and expire at 12:00 midnight EST on December 31, 2012. 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. NOTIFICATION OF LICENSE TERMS AND CONDITIONS**

The Consortium is responsible for informing all of its Participating Members of the Terms and Conditions governing access to the each Member’s selected book and/or journal collection products on Project MUSE. The Terms and Conditions differ for Journal Collections, purchased UPCC Book Collections, and subscribed UPCC Book Collections, and are contained herein as Appendixes A, B, and C, respectively. All reasonable efforts should be made to ensure that Authorized Users at each Participating Member’s institution are aware of, and abide by, the terms and conditions that apply to all of that institution’s selected products.

### **III. COPYRIGHT AND PERMISSIONS**

Unless otherwise noted, Publishers hold the copyright on all electronic content on Project MUSE, whether the material is in print or electronic form. Participating Members and Authorized Users may make all use of the content as is consistent with the exceptions and limitations of the US Copyright Act, including 17 USC §107, §108, §110, §121, and the Copyright Act of Canada. A list of the Publishers participating in Project MUSE’s journal

and book collections can be found on the MUSE web site.

In the event of a dispute between a Publisher and any contributor with respect to the electronic distribution of any journal or book content, JHUP shall have the right to remove such content, and will do so upon the Publisher's request. JHUP will notify the Consortium and the Participating Members of any substantial change to the Project MUSE content.

Requests for authorization to distribute copies of journal or book content 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 book or journal 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: <http://www.copyright.com/>

In the event of a dispute between a Publisher and any contributor with respect to the electronic distribution of any journal or book content, JHUP shall have the right to remove such content, and will do so upon the Publisher's request.

JHUP shall give prompt notice of any such changes to affected Participating Members. If any modifications render the content less useful to the Participating Members, the Consortium and Participating Members may treat such modifications as a material breach subject to the early termination provisions of this agreement.

If the withdrawal represents more than ten per cent (10%) of a purchased or leased collection, JHUP shall refund to the affected Participating Members that part of the fee that is in proportion to the amount of material withdrawn. If the modification results in the content being no longer useful to the Participating Members, the Consortium and Participating Members may within thirty (30) days of such notice treat such changes as a breach of this License.

#### **IV. 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 direct 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 allowing only Authorized Users, as described above, access to Project MUSE via the referring URL. Project MUSE also supports access via Athens or Shibboleth authentication.

At the time an order is placed, the Participating Member provides IP addresses for all institutional networks and computers that require access to MUSE journal and/or book content, as well as any relevant details for enabling access via referring URL, Athens, 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. Any changes or additions to IP addresses may be submitted at any time and will be updated in a timely manner.

The Participating Members will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access subscribed or purchased content online. The Participating Members will use reasonable efforts to ensure that all IP addresses provided for access to MUSE content 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.

Project MUSE prefers that content be accessed on its servers, as there is value to be gained from MUSE's integrated interface and other tools offered for research and discovery. If a non-negotiable condition for purchase of a UPCC Book Collection is local loading of content by a Participating Library, MUSE will accept this condition so long as it can be accomplished through a mutually agreeable process that does not create an undue burden on MUSE's technical staff. Local loading of subscribed, not purchased, content (book collections or journal collections) is not allowed. A Participating Library that chooses to locally load and serve UPCC Book Collection content must provide Project MUSE with COUNTER-compliant statistics reports for the usage of content on its local server.

## **V. USAGE STATISTICS**

JHUP shall make available to the Participating Members COUNTER-compliant usage data on the subscribed or purchased collection(s) on a monthly basis, for private internal use by JHUP and the Participating Members only. JHUP shall also make available COUNTER-compliant consortium-level statistics to the Consortium office, for the Consortium and the Participating Member's private internal use only.

## **VI. CONSORTIUM PRICING AND PAYMENT TERMS**

### **A. Discounted Pricing**

The list price for each Participating Member will be determined according to Project MUSE's tiered pricing model for both journal and book collections. Provided the Consortium meets Project MUSE's consortium requirements (outlined below), all orders from Participating Members placed via the Consortium will receive a discount of 10% off the list price ("Discounted Price").

### **B. Consortium Requirements**

In order for Participating Members to receive the Discounted Price, the Consortium must meet the minimum requirement of five Participating Members amongst all Participating Consortia. The Consortium shall be able to accept single consolidated invoices for all contemporaneous journal subscription orders, and/or all contemporaneous book purchase or subscription orders from Participating Members, and submit a consolidated payment for the full balance of such invoices.

### **C. Access Activation**

For access to be enabled to MUSE journal or book content, the Participating Member must provide technical and administrative data about its campus or institution via the Project MUSE online order form or other mutually agreed upon method. The Consortium may submit this information on behalf of its Participating Members. Upon receipt of a fully completed order, JHUP will permit the Participating Member access to the applicable MUSE content. The Consortium assumes responsibility for ensuring that Project MUSE receives the necessary technical and administrative data to facilitate each Participating Member's access. No credit will be given for Participating Members who submit technical information late for subscription orders, resulting in a delayed start date.

### **D. Invoicing and Payment Terms**

#### **1. Journal and Book Subscription Orders**

##### **a. Subscription Invoicing**

Upon receipt of confirmed order(s) for journal or book collection subscription(s), an invoice to the Consortium will be generated. Participating Consortia will remit payment for its Participating Members' orders within 60 days of receipt of invoice for said orders. If complete payment is not received by JHUP within 60 days, access to MUSE collections billed on that invoice may be denied to the Participating Members within the Consortium until payment is received. No credit will be given for periods without access as a result of late payment.

##### **b. Mid-Term Additions of New Participating Members**

All Participating Members need not subscribe at the time of the signing of this agreement. New subscription orders may be placed at any time. New orders will be billed at the prices established in section VI.A above. Subscriptions that begin after January 31 will be prorated to the number of months remaining in the current calendar year term, with all subscriptions expiring on December 31. New subscription orders must be placed via the Consortium to receive the Discounted Price. Mid-year withdrawals or substitutions will not be allowed. JHUP will bill the Consortium each month for any new orders placed, with payment due within 60 days of receipt of invoice.

##### **c. Subscription Renewals**

At renewal time, usually around September 1, Project MUSE will provide the

Consortium with pricing information for the following year. Within 60 days of pricing notification, the Consortium will provide Project MUSE with a list of renewing Participating Members, including details on any changes to subscription options or administrative and technical information, and will provide completed order forms for any new Participating Members to be added. No later than December 1, JHUP will invoice the Consortium for all confirmed renewals and new orders. Renewal orders must be paid in full within 60 days of receipt of invoice to ensure the Participating Members' continued access.

## **2. Book Purchase Orders**

### **a. Purchase Options**

All UPCC Book Collections on Project MUSE are available for a one-time purchase fee, and selected collections may also be offered under a Lease-to-Own payment plan that distributes the purchase fee, plus a modest convenience charge, over three annual payments.

#### **a.i. One-Time Payment Option**

When a Participating Member confirms an order for a UPCC Book Collection(s) with a one-time purchase fee, an invoice to the Participating Consortium will be generated for entirety of the fee for the Participating Member's selected collection(s). Payment must be received by JHUP within 60 days of receipt of invoice, or access to content from the Book Collection(s) on that invoice will be disabled. Access to ebook content will be re-enabled only upon receipt of full payment of any outstanding invoices. Upon receipt of full payment, perpetual access rights are granted to the Participating Member.

#### **a.ii. Lease-To-Own Payment Option**

When the Lease-to-Own purchase option is selected for applicable collections, the total fee will reflect the purchase price plus a modest convenience charge. This total fee will be invoiced in three equal annual installments, with an invoice to the Consortium for the first annual installment generated upon receipt of confirmed order. Payment on the initial installment invoice must be received by JHUP within 60 days of receipt, or access to content from the UPCC Book Collection(s) on that invoice will be disabled. Access to ebook content will be re-enabled only upon receipt of full payment of any outstanding invoices. The second annual installment fee will be invoiced no later than 10 months from the date of initial invoice, with payment due within 60 days of receipt. The third annual installment fee will be invoiced no later than 10 months from the date of second installment invoice, with payment due within 60 days of receipt. If payment is not received within 90 days of the date of any installment invoice, access to content on that invoice will be disabled, and will be re-enabled only upon receipt of full payment of any outstanding invoices. Upon receipt of payment totaling the amount of all three

invoices, perpetual access rights are granted to the Participating Member. Payment of the total fee, including both the purchase price and convenience charge, must be made in full, or no perpetual access rights convey and the Participating Member will lose access to the content. Early payment of future installments is allowed; there is no penalty, nor any credit, for early payment.

**b. Payment Terms**

The Consortium will remit payment for its Participating Members' orders within 60 days of receipt of invoice. If complete payment is not received by JHUP within 60 days, access to UPCC Book Collections on that invoice may be denied to Participating Members of the Participating Consortia billed on that invoice until payment is received.

**c. New Orders**

All Participating Members need not order at the time of the signing of this agreement. New orders for UPCC Book Collections on MUSE may be placed at any time. New orders by Participating Members will be billed at the price established in section VI.A above. New orders must be placed via the Consortium to receive the Discounted Price. JHUP will bill the Consortium each month for any new orders placed, with payment due within 60 days of receipt of invoice.

**d. Multiple Collection Purchases**

Successful execution of this Consortium Agreement provides for the purchase of unlimited UPCC Book Collections on Project MUSE. If desired, this Agreement may be amended to list the specific UPCC Book Collection(s) acquired by the Participating Members over time.

## **VII. ADDITIONAL TERMS**

If any provision or provisions of this License Agreement 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.

In the event either party commits a breach of the agreement, the breaching party will be informed in writing, and given 60 days to mend the breach. If the breach is not cured, the non-breaching party may terminate the agreement upon written notice and, in the case of the licensee as the non-breaching party, with a pro-rated discount.

Please direct any questions regarding the Agreement to our Customer Support Department at [muse@press.jhu.edu](mailto:muse@press.jhu.edu).

If the Consortium 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 License Agreement to be duly executed as of the date and year below.

**On behalf of the Consortium**

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Authorized Signatory	Date
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Name	Title
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Organization

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Street Address

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City	State/Province	Zip/Postal Code
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Canada

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Country (if not United States)

**On behalf of JHUP,**

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Authorized Signatory	Date
----------------------	------

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Name	Title
------	-------

The Johns Hopkins University Press  
2715 N. Charles Street  
Baltimore, MD 21218

**APPENDIX A:  
PROJECT MUSE JOURNAL COLLECTIONS  
SUBSCRIPTION TERMS AND CONDITIONS**

The following Terms and Conditions apply to subscriptions to Project MUSE Journal Collections. Please see Appendices B and C for the Terms & Conditions which apply to purchases of and subscriptions to, respectively, UPCC Book Collections on Project MUSE.

**A. Rights and Responsibilities**

**1. Authorized Users**

A subscription to a Project MUSE Journal 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, walk-in users and other Authorized Users of the Participating Members' campus/institutional network. Distance learners, alumni, and other off-campus affiliates may access MUSE journals if their internet access is through the campus network or via a secure proxy server.

Participating Members are expected to make their best feasible efforts to enable access to MUSE journals 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.

**2. Permitted**

Provided that the copyright header attached to the journal article is retained, Authorized Users at the Participating Members' institutions may

- a. download and print one copy of each journal article for personal use, education and research and archive contents on their own personal computers
- b. send one copy of a journal article by email, hard copy, or fax to one person in the Participating Member's campus/institutional network at another location for that individual's personal use, education, and research.
- c. distribute a copy of individual journal articles 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 Participating Member's institution
- d. use a persistent URL, or durable URL, to a journal article for courses of instruction offered by the Participating Member, 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 Participating Members when they are no longer required for such purpose.
- e. 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) (<http://www.cni.org/docs/infopols/CONTU.html>) guidelines and distributed in paper, fax, or digital form

- f. place selected listings and notices on the campus network to inform users of availability
- g. display, download or print journal content for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users
- h. provide links to MUSE full text content in course pages, e-syllabi, e-reserves, and electronic learning environments such as but not restricted to systems such as Blackboard.
- i. subject to prior notification and approval by Project MUSE, use purchased or subscribed content to perform and engage in text mining/data mining activities for academic research and other educational purposes, provided access to Project MUSE full-text content is limited to Authorized Users, no Project MUSE content is made available at any time or in any form to nonsubscribers, and any software or products created as a result of text or data mining does not include Project MUSE content or proprietary information.

### **3. Not Permitted**

Authorized Users at Participating Members' institutions may not

- a. disseminate content from Project MUSE outside the campus or institution by any means, except as noted above
- b. transmit the digital source code, whether plain ASCII or tagged, or use journal articles from Project MUSE in course packs offered for sale
- c. systematically download content by robots or other automatic processes without explicit approval from JHUP
- d. 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 Participating Member will be contacted, and access to the offending IP address(es) may be blocked if a prompt resolution is not achieved. No refunds or credits will be given for time without access as a result of such activities.
- e. 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
- f. re-use content for commercial use without prior written permission of the copyright holder

- g. make agreements for access to MUSE journal content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.

Regarding sections 2 and 3 above, if a Participating Member becomes aware of unauthorized access to Project MUSE, 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 subscribed content, without liability without liability on the part of JHUP or on the part of the Participating Member.

## **B. Archiving and Preservation**

Providing that full payment of the annual subscription fee is made, per Clause VI.D, Project MUSE® will provide the Participating Member, 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. The annual archive will be available approximately 90 days after the expiration of each subscription term. The content of the annual archive may also be made available for download/retrieval via other means as mutually agreed upon by the Participating Member and Project MUSE.

Participating Members may participate in the LOCKSS (Lots of Copies Keeps Stuff Safe) system for archiving digitized publications. To benefit from this support, Participating Members must install a LOCKSS cache at their institution. (See <http://www.lockss.org> for further information.) The Participating 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 Participating Members who indicate a right to the subscribed journal content.

**APPENDIX B:  
UPCC BOOK COLLECTIONS ON MUSE  
PURCHASE TERMS AND CONDITIONS**

The following Terms and Conditions apply to UPCC Book Collections purchased for perpetual access. Please see Appendix C for the Terms & Conditions which apply to subscriptions for time-controlled access to UPCC Book Collections on Project MUSE

**A. Rights and Responsibilities**

**1. Authorized Users**

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

Participating Members are expected to make their best feasible efforts to enable access to ebooks 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.

**2. Permitted**

Provided that the copyright header attached to the ebook chapter is retained, Authorized Users at the Participating Members' institutions may

- a. download and print one copy of each ebook chapter for personal use and archive contents on their own personal computers
- b. send one copy of an ebook chapter by email, hard copy, or fax to one person in the Participating Member's campus/institutional network at another location for that individual's personal use
- c. distribute a copy of individual ebook chapters 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 Participating Member's institution
- d. use a persistent URL, or durable URL, to an ebook chapter for courses of instruction offered by the Participating Member, 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 Participating Members when they are no longer required for such purpose.
- e. provide, for the purposes of interlibrary loan 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)  
(<http://www.cni.org/docs/infopols/CONTU.html>) guidelines and distributed in paper, fax, or digital form

- f. place selected listings and notices on the campus network to inform users of availability
- g. display, download or print purchased ebooks for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users
- h. provide links to MUSE full text content in course pages, e-syllabi, e-reserves, and electronic learning environments such as but not restricted to systems such as Blackboard.
- i. subject to prior notification and approval by Project MUSE, use purchased or subscribed content to perform and engage in text mining/data mining activities for academic research and other educational purposes, provided access to Project MUSE full-text content is limited to Authorized Users, no Project MUSE content is made available at any time or in any form to nonsubscribers, and any software or products created as a result of text or data mining does not include Project MUSE content or proprietary information.

### **3. Not Permitted**

Authorized Users at Participating Members' institutions may not

- a. disseminate content from Project MUSE outside the campus or institution by any means, except as noted above
- b. transmit the digital source code, whether plain ASCII or tagged, and use contents from Project MUSE in course packs
- c. utilize UPCC/MUSE ebooks for the purposes of fulfilling interlibrary loan requests
- d. systematically download content by robots or other automatic processes without explicit approval from JHUP
- e. 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 Participating Member will be contacted, and access to the offending IP address(es) may be blocked if a prompt resolution is not achieved. No refunds or credits will be given for time without access as a result of such activities.
- f. remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use; or modify or create a derivative work of any ebook content without the prior written permission of the copyright holder
- g. re-use content for commercial use without prior written permission of the

copyright holder

- h. make agreements for access to UPCC/MUSE ebook content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.

Regarding sections 2 and 3 above, if a Participating Member becomes aware of unauthorized access to Project MUSE, 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 subscribed content, without liability of the participating member.

## **B. Book Content Delivery**

UPCC Book Collections on MUSE include both frontlist and backlist monographs from participating Publishers, and some books may be offered for sale in advance of publication. Project MUSE will make all reasonable efforts to provide access to digital versions of the books in the UPCC Book Collections within two weeks of publication of the printed version. In some cases, print book publication may be delayed by the Publisher beyond the initially announced publication date. In such cases, Project MUSE will make all reasonable efforts to provide access to the digital version of a book within two weeks of its ultimate print publication date. Each UPCC Book Collection will be offered with a guaranteed number of ebooks to be delivered for the purchase price; there are no guarantees that specific book titles will be included in any particular collection. In the event that Project MUSE delivers fewer books than guaranteed upon purchase of a UPCC Book Collection, any affected Participating Members will be offered the choice of a credit or refund equivalent to the percentage of the price paid represented by the deficit against the guaranteed number of books.

## **C. Perpetual Access and Archiving**

Providing that full payment of the total purchase price is made, per Clause VI.D, a Participating Member retains the right to perpetual access to the digital version of the purchased ebooks on the Project MUSE server. So long as the Participating Member has purchased access to a UPCC Book Collection on MUSE within the previous 24 month period, or maintains an active subscription to a Project MUSE Journal Collection(s), perpetual access to previously purchased ebooks will be made available on the Project MUSE server at no charge. Should a Participating Member be neither an active subscriber to a Project MUSE Journal Collection, nor have purchased any further UPCC Book Collections on MUSE in the previous 24 month period, JHUP reserves the right to charge a reasonable annual fee to that Participating Member to recover the costs for providing continuing access and customer support on the Project MUSE platform.

Participating Members may participate in the LOCKSS (Lots of Copies Keeps Stuff Safe) system for archiving digitized publications. To benefit from this support, the Participating Member must install a LOCKSS cache at its institution. (See <http://www.lockss.org> for further information.) Participating Members may perpetually use the LOCKSS system to archive and restore ebook content, so long as use is otherwise consistent with this

Agreement. eBook content may be made available to other LOCKSS system Participating Members who indicate a right to the purchased ebook content.

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SUBSCRIPTION TERMS AND CONDITIONS**

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Participating Members are expected to make their best feasible efforts to enable access to ebooks 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.

**2. Permitted**

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- b. send one copy of an ebook chapter by email, hard copy, or fax to one person in the Participating Member's campus/institutional network at another location for that individual's personal use
- c. distribute a copy of individual ebook chapters 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 Participating Member's institution
- d. use a persistent URL, or durable URL, to an ebook chapter for courses of instruction offered by the Participating Member, 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 Participating Members when they are no longer required for such purpose.
- e. place selected listings and notices on the campus network to inform users of availability

- f. display, download or print purchased ebooks for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users
- g. provide links to MUSE full text content in course pages, e-syllabi, e-reserves, and electronic learning environments such as but not restricted to systems such as Blackboard.
- h. subject to prior notification and approval by Project MUSE, use purchased or subscribed content to perform and engage in text mining/data mining activities for academic research and other educational purposes, provided access to Project MUSE full-text content is limited to Authorized Users, no Project MUSE content is made available at any time or in any form to nonsubscribers, and any software or products created as a result of text or data mining does not include Project MUSE content or proprietary information.

### **3. Not Permitted**

Authorized Users at Participating Members' institutions may not

- a. disseminate content from Project MUSE outside the campus or institution by any means, except as noted above
- b. transmit the digital source code, whether plain ASCII or tagged, and use contents from Project MUSE in course packs
- c. utilize UPCC/MUSE ebooks for the purposes of fulfilling interlibrary loan requests
- d. systematically download content by robots or other automatic processes without explicit approval from JHUP
- e. 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 Participating Member will be contacted, and access to the offending IP address(es) may be blocked if a prompt resolution is not achieved. No refunds or credits will be given for time without access as a result of such activities.
- f. remove, cover, overlay, obscure, block, or change any copyright notices, legends, or terms of use; or modify or create a derivative work of any ebook content without the prior written permission of the copyright holder
- g. re-use content for commercial use without prior written permission of the copyright holder
- h. make agreements for access to UPCC/MUSE ebook content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.

Regarding sections 2 and 3 above, if a Participating Member becomes aware of unauthorized access to Project MUSE, 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 subscribed content, without liability.

### **B. Calendar Year Term**

All UPCC Book Collection subscriptions on Project MUSE run on a calendar year subscription term. All subscriptions expire on December 31. Subscriptions that begin after January 31 will be pro-rated to the months remaining in the calendar year subscription term at the time of order activation.

### **C. Book Subscription Content**

The UPCC book subscription package consists of book titles designated as “Archival” by Project MUSE and the participating publishers, and MUSE reserves the right to alter the contents of the subscription package on an annual basis. Content changes, additions, or deletions will be announced no later than September 1 of the year prior to the effective subscription term, and a current list of included books will be made available for download from the MUSE web site at all times.

**APPENDIX D:  
DEFINITIONS OF CONSORTIUM and PARTICIPATING CONSORTIUM and  
PARTICIPATING MEMBERS**

**Consortium:** The Consortium within Consortia Canada participating in a license agreement between Project MUSE and a Consortium within Consortia Canada.

**Participating Members:** A library subscribing to or purchasing MUSE content through the Consortium.