

Project MUSE Institutional Purchase Agreement

This Institutional Purchase Agreement for Project MUSE Book Collections and/or single ebooks (hereinafter “ebook(s)”) on 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 _____ (“Purchaser”).

I. RIGHTS AND RESPONSIBILITIES

A. Authorized Users

The purchase of an ebook on Project MUSE grants unlimited access to the full text of the ebook for educational, research, and personal use by the faculty, staff, students, alumni, library patrons, and other Authorized Users of the Purchaser's campus/institutional network. Distance learners, alumni, and other off-campus affiliates may access MUSE ebooks if their internet access is through the campus network or via a secure proxy server.

Purchasers 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.

B. Permitted

Provided that the copyright header attached to the ebook chapter is retained, Authorized Users at the Purchaser's institution may

1. download and print one copy of each ebook chapter for personal use and archive contents on their own personal computers
2. send one copy of an ebook chapter by email, hard copy, or fax to one person in the Purchaser's campus/institutional network at another location for that individual's personal use
3. 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 Purchaser's institution
4. use a persistent URL, or durable URL, to an ebook chapter for courses of instruction offered by the Purchaser, 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 Purchaser when they are no longer required for such purpose.
5. supply to an authorized user of another library (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing) a single copy of an electronic original of an

individual ebook chapter

6. place selected listings and notices on the campus network to inform users of availability
7. display, download or print purchased ebooks 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 Purchaser'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 from Project MUSE in course packs offered for sale
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 Purchaser 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.
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 ebook 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 MUSE ebook content with individuals, organizations, vendors, affiliates, or partners, who are not Authorized Users.

If the Purchaser 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 purchased content, without liability.

II. COPYRIGHT AND PERMISSIONS

Unless otherwise noted, Publishers hold the copyright on all ebooks on Project MUSE, whether the material is in print or electronic form. All book content is subject to "fair use" provisions of U.S. or applicable international copyright laws [<https://www.copyright.gov/fair-use/more-info.html>]. A list of the Publishers participating in Books on MUSE 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 MUSE ebook content, JHUP shall have the right to remove such content, and will do so upon the Publisher's request.

Requests for authorization to distribute copies of ebook 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 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/>

III. ACCESS AND AUTHENTICATION

The Project MUSE file server permits entry by recognizing 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 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 Shibboleth authentication.

At the time an order is placed, the Purchaser provides IP addresses for all institutional networks and computers that require access to MUSE ebooks, as well as any relevant details for enabling access via referring URL or Shibboleth.

The Purchaser will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access purchased content online. The Purchaser also affirms that all IP addresses provided for use of MUSE ebooks 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 Purchaser with COUNTER-compliant usage data on the purchased ebooks on a monthly basis.

V. PERPETUAL ACCESS AND ARCHIVING

Providing that full payment of the total purchase price is made, per Clause VI, the Purchaser retains the right to perpetual access to the digital version of the purchased ebooks on the Project MUSE server. So long as the Purchaser has purchased access to ebooks 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 the Purchaser be neither an active subscriber to a Project MUSE Journal Collection, nor have purchased any further ebooks on MUSE in the previous 24 month period, JHUP reserves the right to charge a reasonable annual fee to recover the costs for providing continuing access and customer support on the Project MUSE platform.

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

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

VI. PURCHASE TERMS

A. eBook Access Activation

For access to be enabled, the Purchaser must provide technical and administrative data about its campus or institution either via the Project MUSE online order form, through its single title ebook vendor, or another mutually agreed upon method. Upon receipt of a fully completed order form, JHUP will permit the Purchaser access to the content from the applicable ebooks.

B. Invoicing and Payment: Book Collections

Book Collections on Project MUSE are available for a one-time purchase fee. When a Purchaser confirms an order for a MUSE Book Collection(s), an invoice will be generated for entirety of the fee for the Purchaser'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 Purchaser.

C. Invoicing and Payment: Individual Book Titles

Individual purchases of ebooks may be made through third party vendors. Invoicing and payment will take place via these vendors; vendors are responsible for forwarding appropriate order details, access information, and payment to MUSE in a timely manner, Project MUSE will enable access to the selected ebook(s) for the purchasing institution upon receipt of complete and accurate order details from the vendor.

D. Book Content Delivery

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. In the case of newly-published titles, Project MUSE will make all reasonable efforts to provide access to digital versions of the books within two weeks of receipt of files from the Publisher. Each 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 Book Collection, the Purchaser will be offered a credit equivalent to the percentage of the price paid represented by the deficit against the guaranteed number of books.

E. Multiple Collection Purchases

Successful execution of this Purchase Agreement provides for the purchase of unlimited MUSE Book Collections and/or single ebooks on Project MUSE. If desired, this Agreement may be amended to list the specific Book Collection(s) or single ebooks acquired by the Purchaser over time.

VII. ADDITIONAL TERMS

If any provision or provisions of this Purchase 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.

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

If the Purchaser 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 Purchase Agreement to be duly executed as of the date and year below.

On behalf of the Purchaser,

Authorized Signatory

Date

Name

Title

Institution

Street Address

City

State/Province

Zip/Postal Code

Country (if not United States)

On behalf of JHUP,

Signature

Date

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