

Project MUSE Journal Collections

Consortium Licensing Agreement

This CONSORTIUM LICENSING AGREEMENT (“Agreement”) is entered into as of January 1, 2024, by and between The Johns Hopkins University Press (“JHUP”), whose address is 2715 North Charles St., Baltimore, MD 21218 and BC Electronic Library Network (“Consortium”), whose primary business address is 8888 University Drive, Burnaby, BC, Canada, V5A 1S6.

JHUP is a publisher of scholarly publications and is the creator, developer, owner, and distributor of an online electronic Database of scholarly electronic Journals known as Project MUSE, which comprises several collections.

When attested to by signature of both parties, JHUP hereby grants Subscribing Members of the Consortium access to the Project MUSE Database.

I. TERM OF AGREEMENT

The term of this agreement shall begin on 12:00 midnight EST on January 1, 2024 and expire at 12:00 midnight EST on December 31, 2024.

II. NOTIFICATION OF SUBSCRIBER TERMS AND CONDITIONS

The Consortium is responsible for informing all of its Subscribing Members of the Terms and Conditions governing Project MUSE access. A copy of the Terms is available online at <https://about.muse.jhu.edu/librarians/license-review/>. All reasonable efforts should be made to ensure that Authorized Users at each Subscribing Member’s institution are aware of, and abide by, these terms and conditions.

III. 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 Subscribing Member’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.

Subscribing Members 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 Subscribing Member'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. transmit to a third-party colleague, in paper or electronically, reasonable amounts of the licensed materials for personal, scholarly, educational, scientific, or research uses, but in no case for resale
4. distribute a copy of individual articles or 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. fulfill requests from other libraries, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in accordance with relevant copyright legislation. Requests may be fulfilled using electronic, paper, or intermediated means.
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
9. subject to prior notification and approval by Project MUSE, engage in text processing, which is any kind of analysis of natural language text. MUSE will make appropriate arrangements prior to the start of this activity to account for usage data and ensure continued access for the user. This may include but not be limited to a process by which information may be derived from text by identifying patterns and trends within natural language through text categorization, statistical pattern recognition, concept or sentiment extraction, and the association of natural language with indexing terms. Technology will not be used to hinder any rights granted under this section.

C. Not Permitted

Authorized Users at the Subscribing Member'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 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 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.

If a Subscribing 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 licensed content, without liability.

IV. REMOVAL OF CONTENT

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 Participating Libraries. If any modifications render the content less useful to the Participating Libraries, the Consortium and Participating Libraries may treat such modifications as a material breach subject to the early termination provisions of this agreement. Further, JHUP shall provide advance notice to Participating Libraries when the URLs and server domain names that affect Participating Library access are modified.

If the withdrawal represents more than ten percent (10%) of a purchased or leased collection, whether purchased in the past or to be purchased under the terms of a multi-year contract, JHUP shall refund to the Participating Libraries 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 Libraries, the Consortium and Participating Libraries may within thirty (30) days of such notice treat such changes as a breach of this License.

V. COPYRIGHT AND PERMISSIONS

Unless otherwise noted, Publishers hold the copyright, both as a compilation and as individual articles, on all materials published in journals on Project MUSE, whether the material is in print or electronic form. All Journal content is subject to “fair dealing” provisions of Canadian copyright law, or applicable international copyright laws. A list of the Publishers participating in Project Muse can be found at about.muse.jhu.edu/about/publishers/.

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

Requests for authorization to distribute copies of articles 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/

VI. 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, and via email domain authentication utilizing a MyMUSE account.

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

The Subscribing Member will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access subscribed content online. The Subscribing Member also affirms that all IP addresses provided for use of 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.

VII. USAGE STATISTICS

JHUP shall provide to each Subscribing Member COUNTER-compliant usage data (www.projectcounter.org) on the articles downloaded, by Journal title and by Member, on a monthly basis for private internal use by JHUP and the Subscribing Member only. JHUP shall also provide COUNTER-compliant consortium-level statistics to the Consortium office, for the Consortium's private internal use only.

VIII. ARCHIVING

Approximately 90 days after the expiration of an annual subscription term, Project MUSE will provide any Subscribing Member, upon request, an archival (non-searchable) file on an external hard drive 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.)

IX. ACCESSIBILITY COMPLIANCE

JHUP complies with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.0 AA (<http://www.w3.org/WAI/guid-tech.html>).

JHUP maintains an Accessibility web page, including downloadable copies of current Voluntary Product Accessibility Template (VPAT) documentation, at <https://muse.jhu.edu/accessibility>. JHUP shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility.

X. SUBSCRIPTION TERMS

A. Rates and Payment

The list price for each Subscribing Member for each annual calendar year term will be determined according to Project MUSE's tiered pricing model. Provided the Consortium meets Project MUSE's consortium requirements (outlined below), all orders from Subscribing Members placed via the Consortium will receive a discount of 10% off the list price for the Subscribing Member's chosen package ("Discounted Price"). In order to receive the Discounted Price, the Consortium must meet the minimum requirement of five Subscribing Members, accept a single consolidated invoice for all contemporaneous subscriptions from its Subscribing Members, and submit a consolidated payment for the full balance of the invoice. The Consortium will remit payment for all Subscribing Members' subscriptions within 60 days of receipt of invoice. If complete payment is not received by JHUP within 60 days, access to Project MUSE may be denied to all Subscribing Members billed on that invoice until payment is received.

B. Mid-Term Additions of New Subscribing Members

All Consortium Members need not subscribe at the time of the signing of this agreement. Any new Subscribing Members added later in the current term will be charged at the price established in section VIII.A above, prorated by the number of months remaining in the calendar year. Subscriptions that begin after January 31 will be prorated to the number of months remaining in the term, with all subscriptions expiring on December 31. New Subscribing Members must subscribe through the Consortium to receive the consortium discount. Mid-year withdrawals or substitutions will not be allowed. JHUP will bill the Consortium each month for any new orders placed that month, with payment due within 30 days of receipt of invoice.

C. Subscription Activation

For access to be enabled, each Subscribing Member must provide technical and administrative data about its campus or institution via the Project MUSE online subscription form located at about.muse.jhu.edu/lib/journal_order. The Consortium may complete this form on behalf of its Subscribing Members. Upon receipt of a fully completed order form, JHUP will permit the Subscribing Member access to the selected Project MUSE contents. The Consortium assumes responsibility for ensuring that Project MUSE receives the necessary technical and administrative data to facilitate each Subscribing Member's access. No credit will be given for Subscribing Members who submit technical information late, resulting in a delayed start date.

D. 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 Subscribing Members, including details on any changes to subscription options or administrative and technical information, and will provide completed order forms for any new Subscribing 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 Subscribing Member's continued access to online content.

XI. 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 Project MUSE Consortium Licensing Agreement to our Subscriber Services Department at muse@jh.edu.

By signing this Agreement, the Consortium warrants that it is authorized by its Subscribing Members to enter into this Agreement on their behalf. The Consortium shall sign two copies of this Agreement, and JHUP will countersign and return one copy of this Agreement to the Consortium. The Consortium will then distribute one copy of this signed Agreement to each Subscribing Member. If any Subscribing Member of 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 Licensing Agreement to be duly executed as of the date and year first written above.

Signed,

For the Consortium,

[Redacted]

Authorized Signatory

Date

Print Name: [Redacted]

Title: [Redacted]

Consortium: [Redacted]

For The Johns Hopkins University Press,

[Redacted]

Signature

Date

[Redacted]