

Project MUSE® Consortium Agreement

This CONSORTIUM AGREEMENT (“Agreement”) entered into as of [date] by and between The Johns Hopkins University on behalf of The Johns Hopkins University Press (“JHUP”), whose address is 2715 North Charles St., Baltimore, MD 21218 and _____ (“Consortium”), whose primary business address is _____.

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, 2007 and expire at 12:00 midnight EST on December 31, 2007. 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. SUBSCRIBER LICENSES

Each Subscribing Member must complete an individual Project MUSE Institutional License within 60 days of beginning a subscription in order to continue to access the contents of the MUSE online collections. A copy of the Terms is available online at http://muse.jhu.edu/about/muse/license_review.html. The Consortium will make reasonable efforts to assist JHUP in informing the Subscribing Members of their responsibility for completing a license agreement in a timely manner.

V. 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 Subscribing Member 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.

Subscribing Members will make reasonable efforts to create and maintain appropriate security measures to ensure that only Authorized Users can access subscribed content online. Institutional

subscribers also affirm that all IP addresses provided for use of online Journals are controlled by the Institution exclusively for internet access by Authorized Users. Valid IP addresses must not include those of publicly accessible proxy or cache servers.

VI. USAGE STATISTICS

JHUP shall provide to each Subscribing Member COUNTER-compliant usage data 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.

VII. 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 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://lockss.stanford.edu> 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.

VIII. SUBSCRIPTION TERMS

A. Rates and Payment

The list price for each Subscribing Member for the 2007 calendar year term will be determined according to Project MUSE's Tier and Quartile pricing model, described at http://muse.jhu.edu/about/subscriptions/pricing_academic_2007.html. Provided the Consortium meets Project MUSE's required minimum of five Subscribing Members, 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 http://muse.jhu.edu/cgi-bin/institutional_subscription.cgi. 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 renewals and confirmed 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.

IX. ADDITIONAL TERMS

If any provision or provisions of this 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 Project MUSE Consortium Agreement to our Subscriber Services Department muse@muse.jhu.edu.

The Consortium shall sign two copies of this Agreement, and JHUP will countersign and return one copy of this Agreement to the Consortium. 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 Agreement to be duly executed as of the date and year first written above.

Signed,

For the Consortium,

Authorized Signatory

Date

Print Name: _____

Title: _____

Consortium: _____

For The Johns Hopkins University on behalf of JHUP,

Mary Rose Muccie
Director, Project MUSE

Date