

## MIT Press Journals Institutional License Agreement

Please address any questions concerning the terms of the agreement to [jdpcs-licenses@mit.edu](mailto:jdpcs-licenses@mit.edu).  
Access or subscription queries: [journals-access@mit.edu](mailto:journals-access@mit.edu).

By executing this Agreement, the Subscribing Institution accepts the following terms and conditions:

**1. Scope of License.** Institutional Subscriber Use Restrictions. This Agreement applies to all MIT Press journals for which the Subscribing Institution shall have paid the applicable site license and subscription fee to MIT Press (the "Journals"). Under this Agreement, the Subscribing Institution is granted a nonexclusive, revocable, nontransferable right and license to access and use the Journals on the World Wide Web via the Subscribing Institution's Internet protocol addresses (IP addresses), and, in connection with the foregoing, to permit Subscribing Institution's Authorized Users to access the Journals and make the uses described below. The term "Subscribing Institution" includes remote sites or campuses of the Subscribing Institution that are centrally administered, but not any remote teaching campus that has a separate administrative staff; any campus of the latter type must be separately licensed in its own right.

"Authorized Users" are the employees, faculty, staff, and students (including distance learners) of the Subscribing Institution, and other persons affiliated with the Subscribing Institution (e.g., alumni or retirees) who have general Internet access through the campus network or via a secure proxy server. Patrons of the Subscribing Institution's library facilities who are not described above are Authorized Users only if physically present at such facilities and subject to the supervision of the Subscribing Institution. There is no contractual restriction on the number of Authorized Users who may access the Journals at any given time.

**2. Authorized individual use.** An Authorized User may make the following uses of the Journals:

- Download individual articles from any Journal for personal use, and archive them on his/her own personal computer. Note: the purpose of this is to enable research-driven, as-needed downloading. This means (among other things) that bulk downloading is expressly forbidden, as is serial or cumulative downloading that results in the user reproducing on his or her computer, in effect, all or any substantial subset of any issue of any Journal.
- Print out individual articles from any Journal for personal use. As above, bulk printing and serial printing that results in the user reproducing all or any substantial part of any Journal issue are not allowed.
- Send one copy of any Journal article by email, hard copy, or fax to one person at another location for that individual's personal use as above. This means (among other things) that bulk forwarding is expressly forbidden, as is serial or cumulative forwarding that results in a third person's reproducing on his or her computer, in effect, all or any substantial subset of any issue of any Journal.
- Make traditional scholarly re-use of material within the bounds of fair use.
- Provide to any authorized users of another library via paper, fax or digital transmission, a single facsimile image (e.g., a PDF file) of an individual chapter or similar quantity of Purchased Content that is an exact representation of the print pages, or a printout of an electronic file, for interlibrary loan under CONTU guidelines, within the United States only.
- Place copies of limited excerpts – not to exceed, except in unusual circumstances, a single article from any given Journal issue – in "e-reserves" for the use of students in a particular course on a password-protected basis, provided that any material placed in e-reserves will be deleted at the conclusion of the course to which it relates. For the avoidance of doubt: material may be maintained in e-reserves until the end of such course even if this license shall have terminated sooner.

All other uses are prohibited.

## MIT Press Journals Institutional License Agreement

The Subscribing Institution is responsible for taking reasonable measures to prevent access by unauthorized persons to its IP addresses, and is responsible for terminating any unauthorized access of which it has actual notice or knowledge. The Subscribing Institution will not be held responsible for uses of the Journals that are contrary to the guidelines stated above, provided that such uses are without its express or implied consent, and provided that it promptly notifies MIT Press of any such use of which it becomes aware and takes all reasonable steps to terminate such activity.

If MIT Press has reason to suspect that access or use of any Journal in violation of the terms of this Agreement has occurred or is occurring, it reserves the right to suspend access by the Subscribing Institution concerned, or the IP Address(es) concerned, until the matter is satisfactorily resolved. The Subscribing Institution agrees to cooperate with MIT Press in any investigation of unauthorized access or use. MIT Press will not bring an action against an Authorized User without first consulting the Subscribing Institution.

**3. Archiving.** MIT Press will make all reasonable efforts to ensure continuing access to any given issue of any Journal for a minimum of 10 years.

### **4. Disclaimer of Warranties -- Limitation of Liability.**

MIT PRESS MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE JOURNALS OR THE ELECTRONIC FILES AND ACCESS SOFTWARE PERTAINING THERETO, ALL OF WHICH ARE LICENSED "AS IS". IN NO EVENT WILL MIT PRESS OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE JOURNALS BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR PROFITS OR FOR INABILITY TO USE THE JOURNALS, TO ANY PERSON EVEN IF MIT PRESS OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MIT PRESS'S AND SUCH OTHER PARTIES' AGGREGATE LIABILITY FOR DAMAGES OR LOSS TO SUBSCRIBING INSTITUTION AND ALL AUTHORIZED USERS EXCEED THE LICENSE FEE PAID BY SUBSCRIBING INSTITUTION FOR THIS LICENSE. The disclaimers and limitations stated in this agreement apply not only to the Subscribing Institution as such but to all Authorized Users.

**5. Term and Termination.** This Agreement shall become effective upon MIT Press's receipt of this document signed by the Subscribing Institution, and a full year's subscription payment. It shall renew thereafter from year to year, for so long as the Subscribing Institution remains current in its subscription payments. However, MIT Press reserves the right, as of any renewal date, to require revision of this Agreement as a condition of continuing Subscribing Institution's subscription, provided it gives the Subscribing Institution notice thereof at least thirty (30) days prior to the renewal date. If the Subscribing Institution declines to accept such revision its subscription will terminate as of the end of the then-current period.

In the event that the Subscribing Institution shall fail to perform any obligation under this Agreement, MIT Press may, in addition to any other remedies it may have under law, terminate this Agreement and the Subscribing Institution's online access to the Journals, including, in MIT Press's sole discretion, continuing access pursuant to paragraph 3. MIT Press will give the Subscribing Institution written notice and thirty (30) days in which to cure any such breach, except that MIT Press may terminate access without prior notice and for as long as necessary if it in good faith determines that the security or integrity of its online database has been compromised by one or more Authorized Users. Subject to the foregoing, the provisions of paragraphs 3, 4, and 6 will survive termination.

### **6. General**

- This Agreement together with all written waivers, amendments, or modifications signed by the parties, constitutes the entire agreement between the parties hereto and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments, and understandings. The various headings in this Agreement are informational only and do not limit the scope or content of the subject matter contained therein. No purchase order shall supersede the terms of this agreement. No waiver, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto, but if so executed, any such document will be

## MIT Press Journals Institutional License Agreement

deemed incorporated herein for all purposes, and any “click through” acceptance of this Agreement will be construed to include the terms thereof.

- The Subscribing Institution may not assign or transfer its rights under this Agreement.
- Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect to read and to be construed as if the void or unenforceable provisions were originally deleted.
- The validity, interpretation, and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, excluding that body of laws dealing with conflict of laws. Venue shall be the courts of competent jurisdiction located in Massachusetts.

Subscribing Institution's name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title of Authorized signer: \_\_\_\_\_

Date: \_\_\_\_\_

Library contact person: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Return a signed copy of this license to:

JDPCS/Licenses

MIT Press | Journals & Digital Products Customer Service

One Rogers Street

Cambridge, MA 02142-1209 USA

Voice (617) 253-2889 / Fax (617) 577-1545 / E-mail: [jdpcs-licenses@mit.edu](mailto:jdpcs-licenses@mit.edu)

If you wish us to return a countersigned copy to you, please type or print clearly below the address where you would like it sent. Please make sure the name and address or fax is clear, otherwise the countersigned copy will not be returned.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MIT Press Signature: \_\_\_\_\_

Signer's name: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_