



Site License Agreement

from Duke University Press for Use of Duke University Press e-journals

The reference to Duke University Press e-journal products in this site license applies to all of the products listed in Appendix A. Please select the specific product(s) that you are ordering.

Duke University Press at Box 90660 Duke University, Durham NC 27708-0660 USA, as Owner and Publisher of Duke University Press e-journal products, hereby grants to

Name of Licensee

a nontransferable and nonexclusive annual right and license to access, receive, disseminate locally, and use Duke University Press e-journal products (product(s) listed in Appendix A), according to the procedures, terms, and conditions set forth in this Agreement; and with the signature below the Licensee accepts these terms.

1. Warranty of Publisher Right to Offer Resource

Duke University Press warrants to the Licensee that it is fully authorized to disseminate, in accordance with the terms and conditions hereof, the Licensed Material; and that the Licensed Material, if used as contemplated in this License, does not in any known way infringe any copyright or other proprietary or intellectual property rights of any natural or legal person.

2. Scope of License

Access to Duke University Press e-journals content will be made available to all Internet Protocol (ip) addresses within the domain of the Licensee, as described at the end of this document. All members of the Licensee's campus or institutional community who are authorized to use the computers within this domain are deemed Authorized Users of the site license. Walk-ins are also deemed Authorized Users of the site license, but do not have remote access privileges. For an organization with locations in more than one city, each location is considered to be a separate site and would require separate license agreements unless a separate agreement can be negotiated between Duke University Press and the Licensee (with or without additional subscription fees being required by Duke University Press). Any such amendments will not be valid unless attached in writing to the License Agreement.

3. Access and Availability

Duke University Press, either directly or through a contractor, shall use all reasonable endeavors to make

access available on a 24-hour basis. But if access is suspended or interrupted or a defect occurs that prevents access, Duke University Press's liability shall be limited to using all reasonable efforts to restore access as soon as is practicable.

4. Permitted Use and Prohibitions

Authorized Users may download, save, and print Duke University Press e-journals articles for their own noncommercial educational and research use, but may not further disseminate these articles in their electronic form without express written permission from Duke University Press. It is strictly prohibited for the Licensee to engage in systematic bulk downloading of full text without express written permission from Duke University Press. The Licensee will exercise reasonable efforts to ensure that access to and use of Duke University Press e-journals content is limited to Authorized Users. Provisions for sharing by the Licensee of the electronic versions of Duke University Press e-journals articles with persons outside the Licensee's campus or institution, or with other institutions affiliated with the Licensee, may be negotiated between Duke University Press and the Licensee (with or without additional subscription fees being required by Duke University Press). Any such amendments will not be valid unless attached in writing to this License Agreement.

Interlibrary loan: Licensee may fulfill requests from other libraries for single-use by a requestor. Licensee

agrees to fulfill such requests in accordance with the U.S. Copyright Act. Requests may be fulfilled using electronic, paper, or intermediated means. This Agreement shall not diminish the rights of the Licensee or Authorized Users to use the Licensed Material in ways consistent with fair use, as defined in U.S. copyright law (U.S. Code Title 17, Sections 107 and 108). In the event that any content included in the Licensed Material is in the public domain or has been issued under a Creative Commons or other open license, Duke University Press shall not place restrictions on that content beyond those found in the open license, where applicable.

Coursepacks: Copies for course or research use that are supplied to the end user at no cost may be made without explicit permission or fee. Copies that are provided to the end user for a copying fee may not be made without payment of permission fees to Duke University Press.

Electronic reserves and coursepacks: Articles for course or research use that are supplied to the end user at no cost may be made without explicit permission or fee. Articles that are provided to the end user for a fee of any sort may not be made without payment of permission fees to Duke University Press. E-reserves should be posted on a secure site accessible to class members only, and articles purged from the e-reserve system at the end of each semester.

5. Breach

Under ordinary circumstances, should a breach of this Agreement by the Licensee or an Authorized User come to

the attention of Duke University Press, Duke University Press will inform the Licensee and provide a reasonable amount of time (ordinarily 30 days) for investigation and, if necessary, correction of the breach. But Duke University Press shall have the right immediately to suspend this License Agreement, without need for provision of proof, if it determines that the Licensee has committed a serious and material breach of the Agreement or one that is likely to continue. If it is feasible to cut off the access of a single offending user, rather than the entire institution, that will be done.

If Duke University Press is in breach of this Agreement, the Licensee will inform Duke University Press in writing and allow 30 days to mend the breach. If the breach is not cured, the Licensee may terminate the Agreement upon written notice and receive a pro-rated refund.

6. Changes to License

This Agreement constitutes the entire agreement and supersedes all prior communications, understandings, and agreements, until such time as modifications or amendments to the Agreement are mutually agreed to in writing and signed by the authorized representatives of both parties.

7. Usage Statistics

Duke University Press will make a reasonable effort to supply the Licensee with usage statistics in accordance with the guidelines of icolc (International Coalition of Library Consortia) and/or Project counter.

Licensee signature

Date

Name and title of Licensee signatory

Authorized representative of Duke University Press

Date

(Duke University Press will return a countersigned copy.)

Required Information for Duke University Press e-journal Site License Agreement

Please type all of the following information, for the sake of legibility.

Email address of Licensee:

Postal address of Licensee:

Subscription Agent / Consortium / Vendor:

ip domain of Licensee:

Please sign and email the site license to:

Natasha De Bernardi
Library Relations and Sales Manager
Duke University Press
905 West Main Street, Suite 18B
Durham, NC 27701 USA

Phone: +1.919.687.3627
Fax: +1.919.688.2615
dup_libraryrelations@duke.edu

Appendix A: e-journal Products Ordered

e-Duke Journals Collection

Licensees will have perpetual access to content from the paid year(s). Licensees will have access to back content not previously purchased by the Licensees with a current subscription only.

☐ e-Duke Journals

Tikkun Archive

Licensees will have perpetual access to content from the paid years.

☐ Complete digital archive

☐ Selected years: _____

Black Sacred Music Archive

☐ Licensees will have perpetual access to complete archive.

American Literary Scholarship Archive

☐ Licensees will have perpetual access to complete archive.

Duke Mathematical Journal

☐ Licensees will have perpetual access to content from the paid subscription year(s).

Licensees will have access to back content through 1999 not previously purchased by the Licensees with a current subscription only.

DMJ 100 Archive

☐ Annual subscription

☐ Outright purchase with perpetual access for a one-time fee

Please note: A signed license is not required for other single journal subscriptions.

For questions, contact **dup_libraryrelations@duke.edu**.