SITE LICENSE AGREEMENT
from Duke University Press
for Use of the Electronic Version of the
e-Duke Scholarly Collection

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

(Name of Licensee)

a nontransferable and nonexclusive annual right and license to access, receive, disseminate locally, and use the electronic database of the journals included in the e-Duke Scholarly Collection, 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 use, 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 an electronic database of articles from the e-Duke Scholarly Collection 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).

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

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 reasonably practicable.

4. Permitted Use and Prohibitions
Authorized Users may download, save, and print e-Duke Scholarly Collection articles from the database 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 download copies of the database for archival use. The Licensee will exercise reasonable efforts to ensure that access to and use of the e-Duke Scholarly Collection is limited to Authorized Users. Provisions for sharing by the Licensee of the electronic versions of e-Duke Scholarly Collection 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: A hard copy printed from the electronic files of the e-Duke Scholarly Collection may be supplied to another institution by mail or fax or secure transmission using Ariel or its equivalent (whereby the electronic file is deleted immediately after printing). The supply of such copies must conform to CONTU (National Commission on New Technological Uses of Copyright Works) guidelines or similar restrictions to “fair use” provisions under copyright law.

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: 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, 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.
(Date)  (Licensee signature)

Please type all of the following information.

(Date)  (Authorized representative of Duke University Press)

Name and Title of Licensee Signatory:

__________________________________________________________

E-Mail Address of Licensee:

__________________________________________________________

Postal Address of Licensee:

__________________________________________________________

__________________________________________________________

IP Domain of Licensee:

__________________________________________________________
Appendix to the e-Duke Scholarly Collection site license agreement

Duke University Press journal titles currently included in the e-Duke Scholarly Collection:

American Literary Scholarship
American Literature
American Speech
boundary 2
Camera Obscura
Common Knowledge
Comparative Studies of South Asia, Africa and the Middle East
differences
Eighteenth-Century Life
Ethnohistory
French Historical Studies
GLQ: A Journal of Lesbian and Gay Studies
Hispanic American Historical Review
History of Political Economy
Journal of Health Politics, Policy and Law
Journal of Medieval and Early Modern Studies
Labor: Studies in Working-Class History of the Americas
Mediterranean Quarterly
Modern Language Quarterly
New German Critique
Pedagogy
Poetics Today
positions: east asia cultures critique
Public Culture
Radical History Review
South Atlantic Quarterly
Social Science History
Social Text
Theater