



BOOKS
Scholarly Collection

Site License Agreement

from Duke University Press for Use of the Electronic Versions
of the e-Duke Books Scholarly Collection

The reference to the e-Duke Books Scholarly Collection in this site license applies to all of the products listed in Section 3. 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 the e-Duke Books 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 books included in the e-Duke Books Scholarly Collection (product indicated below), 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. Duke University Press reserves the right to remove any content in cases where it becomes clear that Duke University Press does not hold electronic rights.

2. Scope of License

Access to an electronic database of content from the e-Duke Books 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 a separate license agreement unless a separate agreement could 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

e-Duke Books Annual 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 annual order only.

e-Duke Books Archive

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

Gender Studies collection

- subscription on an annual basis (lease)
- outright purchase with perpetual access for a one-time fee
- collection top-up: Licensees will have perpetual access to content from the paid year(s)

Latin American Studies collection

- subscription on an annual basis (lease)
- outright purchase with perpetual access for a one-time fee
- collection top-up: Licensees will have perpetual access to content from the paid year(s)

Music and Sound Studies collection

- outright purchase with perpetual access for a one-time fee

Religious Studies collection

- outright purchase with perpetual access for a one-time fee

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 view, download, save, and print e-Duke Books Scholarly Collection content from the database for their own noncommercial educational and research use, but may not further disseminate this content in its 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 the e-Duke Books Scholarly Collection is limited to Authorized Users. Provisions for sharing by the Licensee of the electronic versions of e-Duke Books Scholarly Collection content with persons outside the Licensee's campus or institution, or with other institutions (including institutions affiliated with the Licensee), may be negotiated between Duke University Press and the Licensee (with or without additional fees being required by Duke University Press). Any such amendments will not be valid unless attached in writing to this License Agreement.

Interlibrary loan: Individual chapters of books included in the e-Duke Books Scholarly Collection may be supplied to another institution through interlibrary loan by mail or fax or a secure transmission 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 Copyrighted Works) guidelines or similar restrictions to "fair use" provisions under copyright law. Without explicit permission from Duke University Press, whole books and multiple chapters of a book may not be supplied to another institution via interlibrary loan.

Electronic reserves and coursepacks: Content for course or research use that is supplied to the end user at no cost may be made available without explicit permission or fee. Content

that is provided to the end user for a fee of any sort may not be made available without explicit permission from Duke University Press.

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 prorated 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 the e-Duke Books Scholarly Collection Site License Agreement

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

E-mail address of Licensee:

Postal address of Licensee:

Book Vendor, Consortium, or Subscription Agent:

IP domain of Licensee:

Please sign and fax or mail the site license to:

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

Phone: +1.919.687.3655
Fax: +1.919.680.6078
libraryrelations@dukeupress.edu