

## The JSTOR Platform Terms and Conditions of Use

The JSTOR Platform is a trusted digital repository providing for long-term preservation and access to leading academic journals and other scholarly materials from around the world. JSTOR is part of ITHAKA, a not-for-profit organization with a mission to help the scholarly community take advantage of advances in technology, and is supported by libraries, scholarly societies, publishers, and foundations.

These Terms and Conditions of Use apply to individuals and institutions accessing content through JSTOR and, where applicable, are subject to the agreement entered into between JSTOR and a user's affiliated institution, such as a user's college or university. If you have questions about your affiliated institution's participation agreement with JSTOR, please contact your librarian.

Please note that these Terms and Conditions of Use may vary depending on the Collection or Content you are accessing and/or whether your institution is subject to grant-related project terms. *Please see Section 12 of these Terms and Conditions of Use for additional information.*

### 1. Definitions:

“Authorized Users” means

- (a) individuals who are affiliated with an Institutional Licensee, as defined below. This includes
  - (i) for educational non-profit and for-profit Institutional Licensees (such as colleges, universities, and secondary schools): currently enrolled students (including distance education students); on an ad hoc basis, researchers affiliated and/or visiting under the terms of an agreement with the Institutional Licensee; full and part-time staff; and on-site users physically present on the Institutional Licensee's premises (“Walk-In Users”);
  - (ii) for museums; foundations; government agencies; corporate and for-profit organizations (other than for-profit educational organizations); and research center Institutional Licensees: full and part-time staff; on an ad hoc basis, researchers and lecturers affiliated and/or visiting under the terms of an agreement with the Institutional Licensee; and Walk-In Users;
  - (iii) for public library Institutional Licensees: full and part-time staff; Walk-In Users; and off-site users accessing the Licensed Content through a sessions-based arrangement entered into between JSTOR and the library;
- (b) individual members of scholarly societies that have entered into an agreement with JSTOR for access to specific Content via the JSTOR Platform (“Individual Access”); and
- (c) other users of specified content agreed upon in writing by or on behalf of JSTOR, including users of (i) Data for Research; (ii) the Publisher Sales Service (a service through which JSTOR facilitates users purchase of articles from publishers); and (iii) individual researchers not affiliated with a JSTOR participating institution, publication, or scholarly society.

“Content” means journal Back Issues and Current Issues, as defined in Sections 10.1 and 10.2, below, as well as portions of such journals, including articles and book reviews (each independently “Textual Content”); manuscripts and monographs (each independently also “Textual Content”); Data for Research (defined below); spatial/geographic information systems (“GIS”) data; plant specimens (“Specimens”); and other materials made available by JSTOR.

“Data for Research” means data provided specifically for the purpose of textual extractions; describing and/or identifying content, usage, and operations; or cataloging information pertaining to the Content, to be used in research involving computational analysis rather than for purposes of understanding the intellectual meaning of such data.

“Institutional Licensee(s)” mean institution(s) that maintain(s) a valid Institutional Participation Agreement with JSTOR, available at <http://www.jstor.org/page/info/participate/new/forms.jsp>.

“JSTOR Platform” means JSTOR’s integrated digital platform, which delivers and preserves Content and is aimed at furthering access to scholarly materials by the worldwide scholarly community.

“Licensed Content” means the Content for which an Authorized User’s affiliated Institutional Licensee has entered into an Institutional Participation Agreement or other license agreement, or the Content available to an Authorized User through Individual Access, the Publisher Sales Service, or other programs. For more information about the JSTOR material licensed by your affiliated Institutional Licensee, please contact your librarian.

## 2. Use of the JSTOR Platform

2.1 Permitted Uses. Institutional Licensees and/or Authorized Users may search, view, reproduce, display, download, print, perform, and distribute Licensed Content provided they abide by the restrictions in Sections 2.2 and elsewhere in these Terms and Conditions of Use, for the following Permitted Uses. Permitted Uses may be undertaken within the premises of an Authorized User’s affiliated Institutional Licensee. Except in the case of Authorized Users who are Walk-In Users, Permitted Uses also may be undertaken remotely through secure access methods:

- (a) research activities;
- (b) classroom or organizational instruction and related classroom or organizational activities;
- (c) student assignments;
- (d) as part of a scholarly, cultural, educational, or organizational presentation or workshop, if such use conforms to the customary and usual practice in the field;
- (e) on an ad hoc basis and without commercial gain or in a manner that would substitute for direct access to the Content via services offered by JSTOR, sharing discrete Textual Content or Specimens with an individual who is not an Authorized User for purposes of collaboration, comment, or the scholarly exchange of ideas;
- (f) in research papers or dissertations, including reproductions of the dissertations, provided such reproductions are only for personal use, library deposit, and/or use solely within the institution(s) with which the Authorized User and/or his or her faculty readers are affiliated;
- (g) linking (see Section 2.3, below); and
- (h) Regarding Textual Content and Specimens, fair use under Section 107 of the U.S. Copyright Act, educational exceptions, or other similar provisions of the copyright laws or other intellectual property right laws in the United States or in other countries.

Should an Institutional Participation Agreement or other user agreement terminate or expire, the Institutional Licensee’s affiliated Authorized Users or other Authorized Users may continue making use of Textual Content and/or Specimens that have been downloaded or printed out providing such uses comply with these Terms and Conditions of Use, which shall survive the termination of access under the Institutional Participation Agreement or other user agreement. .

2.2 Prohibited Uses. Institutions and users may not:

- (a) use or authorize the use of the JSTOR Platform or Content for commercial purposes or gains, including charging a fee-for-service for the use of JSTOR beyond reasonable printing or administrative costs. For purposes of clarification, “commercial purposes or gains” shall not include research whose end-use is commercial in nature;
- (b) except as set forth in Section 2.1(e) and 2.4, provide and/or authorize access to the Content available through Individual Access, the Publisher Sales Service, or other programs to persons or entities other than Authorized Users;
- (c) modify, obscure, or remove any copyright notice or other attribution included in the Content;
- (d) attempt to override, circumvent, or disable any encryption features or software protections employed in the JSTOR Platform;
- (e) Systematically print out or download Content to stock or replace print holdings;
- (f) undertake any activity that may burden JSTOR's server(s) such as computer programs that automatically download or export Content, commonly known as web robots, spiders, crawlers, wanderers or accelerators;
- (g) make any use, display, performance, reproduction, or distribution that exceeds or violates these Terms and Conditions of Use; or
- (h) incorporate Content into an unrestricted database or website, except that authors or other Content creators may incorporate their Content into such sites with prior permission from the publisher and other applicable rights holders;
- (i) download or print, or attempt to download or print: an entire issue or issues of journals or substantial portions of the entire run of a journal, other than on an isolated basis because of the relevance of the entire contents of a journal issue to a particular research purpose; or substantial portions of series of monographs or manuscripts; or
- (j) reproduce or distribute Content in bulk, such as by including Content in course packs, electronic reserves, repositories, or organizational intranets (but see Section 2.3, below).

2.3 Linking. JSTOR encourages the use of links to facilitate access to the Content by Authorized Users and Institutional Licensees, including but not limited to links to online syllabi, bibliographies, and reading lists. All Content has a stable URL that can be found in the Browse and Search interfaces of JSTOR's website as well as on the Article Information page for each discrete Content item. Further information on establishing stable links to material in JSTOR may be obtained from [REDACTED] ([REDACTED]@jstor.org).

2.4 Interlibrary Loan. Institutional Licensees may wish to use the Content for the purpose of fulfilling occasional requests from other libraries, a practice commonly called Interlibrary Loan. Institutional Licensees may use Licensed Content that consists of Textual Content or Specimens for Interlibrary Loan provided that such use is not at a volume that would substitute for a subscription to the journal or participation in JSTOR by the receiving institution and is in accordance with United States or international copyright laws, guidelines, or conventions. By way of example, Institutional Licensees shall comply with the CONTU Guidelines, available at <http://www.cni.org/docs/infopols/CONTU.html>, unless the Institutional Licensee is subject to similar international guidelines or customary and usual practices regarding Interlibrary Loan. Transmission of Licensed Content that consists of Textual Content or Specimens from one library to another (but not directly to users) through post or fax, or secure electronic transmission, such as Ariel or its equivalent, may be used in Interlibrary Loan. To facilitate direct contact with publishers for the provision of Textual Content outside the allowable scope of Interlibrary Loan or for other permissions, Publisher contact information is available at <http://www.jstor.org/action/showJournals?browseType=publisherInfoPage>.

### 3. Intellectual Property Rights

3.1 General Intellectual Property Rights. The JSTOR Platform and any trademarks, issued patents and patent applications, copyrights and copyright registrations and applications, rights in ideas, designs, works of authorship, derivative works, and all other intellectual property rights (collectively, “Intellectual Property”) relating to the JSTOR Platform and its participating libraries, universities, publishers, scholarly societies, and journals are proprietary to JSTOR or, as applicable, the aforementioned entities, subject to the rights of third parties. Institutional Licensees and Authorized Users’ use of JSTOR implies no rights to Intellectual Property except for the limited rights set forth in these Terms and Condition of Use.

3.2 Trademarks. Neither JSTOR nor Institutional Licensee may use the other’s name or trademark(s) and Institutional Licensees and users may not use the name or trademark(s) of the above-noted entities in a way likely to cause confusion as to the origin of goods or services, or to endorse or show affiliation with the other, except as specifically approved. Notwithstanding the foregoing, (i) JSTOR may use Institutional Licensees’ names and/or the names of their libraries in brochures or other materials to identify Institutional Licensees as participants in JSTOR along with other participants, and (ii) Institutional Licensees are encouraged to use JSTOR’s name and logo to announce participation to Authorized Users and to train Authorized Users on the use of JSTOR.

3.3 Use of Software. JSTOR utilizes software and other electronic tools designed to permit Authorized Users to access, use, reproduce, display, and distribute Licensed Content (“Access Software”). Use of the Access Software and its related documentation is limited to the license granted herein. Institutional Licensees and users may not copy, distribute, modify, decompile, reverse engineer, circumvent, override or disable encryptions or other protections in, or create derivative works from the Access Software.

### Access, Support, and Security

#### 4.1 Responsibilities of JSTOR

4.1.1 JSTOR shall use reasonable efforts to provide continuous availability of the JSTOR Platform subject to periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of journals as they become available, and downtime related to equipment or services outside the control of JSTOR, including public or private telecommunications services or internet nodes or facilities (“Maintenance Downtime”). If JSTOR fails to provide online availability to the JSTOR Platform for more than 72 hours during any period of 30 consecutive calendar days Institutional Licensee may, upon written request, (a) be granted its choice of a refund or a credit of a prorated portion of its annual access fee for each 30-day period so affected or (b) terminate its agreement by providing written notice to JSTOR.

4.1.2 JSTOR shall provide support to Institutional Licensees and Authorized Users in accordance with the terms set forth at <http://www.jstor.org/page/info/about/policies/support.jsp>.

4.1.3 JSTOR is committed to supporting and working with industry standards and best practices for online information delivery as these standards are developed. In furtherance of this commitment, JSTOR shall use reasonable efforts to ensure that:

4.1.3.1 the JSTOR Platform is compliant with Section 508 of the Rehabilitation Act and W3C WAI Priority 1 accessibility standards. Further information about JSTOR and accessibility is available at

<http://www.jstor.org/page/info/resources/librarians/accessibility.jsp>;

4.1.3.2 the JSTOR Platform meets ANSI/NISO z39.88-2004 OpenURL standards;

4.1.3.3 the JSTOR Platform is compatible with the NISO Metasearch XML Gateway (MXG) protocol in development, XML and SRU/SRW search interfaces; and

4.1.3.4 it makes available to Institutional Licensees COUNTER-compliant usage statistics.

4.1.4 Subject to constraints imposed by or in agreement with journal publishers, JSTOR shall use reasonable efforts to ensure that the journals contained in the JSTOR Platform are complete and faithful replications of the print versions of such journals.

## 4.2 Responsibilities of Institutional Licensees

4.2.1 Institutional Licensees shall make reasonable efforts to ensure that access to the Licensed Content is limited to Authorized Users and to protect the Licensed Content from unpermitted use. Institutional Licensees shall notify JSTOR of any such unpermitted use of which they learn or are notified and shall cooperate with JSTOR in resolving problems of unpermitted use. In the event of violation of these Terms and Conditions of Use by an Authorized User, (a) JSTOR may suspend or terminate, or, where practicable, request that Institutional Licensee suspend or terminate, such Authorized User's access to the Licensed Content; (b) JSTOR may suspend or terminate the access of the Internet Protocol ("IP") address(es) or other authorization and authentication mechanisms from which such unauthorized use occurred; and/or (c) JSTOR may request Institutional Licensee to consider the imposition of further reasonable restrictions on access to, and downloading and printing from, the JSTOR Platform. JSTOR shall make reasonable efforts to contact the Institutional Licensee prior to any suspension or termination of access and to restore access promptly following successful resolution of the matter.

4.2.2 Access to the Platform shall be controlled by JSTOR through the use of IP addresses, Shibboleth, and/or, at JSTOR's sole discretion, passwords or other methods. Institutional Licensees shall be responsible for issuing and terminating passwords within its control, verifying the status of Authorized Users, providing lists of valid passwords or sets of IP addresses to JSTOR if applicable, and updating such lists on a regular basis.

4.2.3 The JSTOR Platform is intended to be accessible by telecommunications links between JSTOR's storage locations and Institutional Licensees' or Authorized Users' workstations or devices approved in advance in writing by JSTOR. Institutional Licensees and/or Authorized Users are responsible for establishing and maintaining hardware and Internet access to provide access to, and to transmit, the JSTOR Platform to Authorized Users. Institutional Licensees understand and agree that Internet browser software is required to access the JSTOR Platform. The Hardware and Software Requirements page available at <http://www.jstor.org/page/info/resources/librarians/tech.jsp#sysReqs> sets forth hardware platforms and browsing software required and/or recommended for accessing the JSTOR Platform. Institutional Licensees and Authorized Users understand and agree that from time to time the Content may be added to or modified by JSTOR, that portions of the Content may

migrate to other formats, and that the terms of the Hardware and Software Requirements page may be updated in a manner consistent with evolving industry standards. Institutional Licensees and Authorized Users shall be responsible for all costs associated with the use of and with establishing access to the JSTOR Platform, including but not limited to any telecommunications or other charges imposed by carriers, proprietary network operators and Internet access providers, or licenses for browser software, if any, as well as for all costs associated with printing from the JSTOR Platform.

#### 4.3 Responsibilities of Authorized Users

4.3.1 Authorized Users are responsible for maintaining the confidentiality and security of their username and/or password (if such are provided), and for all usage or activity by them of JSTOR. Except as permitted in Section 2.1(e), Authorized Users may not provide access to JSTOR to anyone else, including by setting up an anonymous remailer for purposes of allowing access to JSTOR.

4.3.2 Authorized Users promptly shall notify JSTOR and, where application, their affiliated Institutional Licensee, of any known or suspected unauthorized use(s) of their account or JSTOR, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure or use of their username, password, and/or IP address. Any use of JSTOR beyond the scope or in violation of these Terms and Conditions of Use, knowing use of any password or username of another, or any fraudulent, abusive, or otherwise illegal activity, may be grounds for termination of an Authorized User's account, or termination of access to JSTOR from their IP address, without notice and at JSTOR's sole discretion.

#### 5. Warranty; Disclaimers

5.1 Authorized Users recognize that JSTOR is an aggregator of third-party Content, not the creator of the Content. JSTOR represents and warrants under the laws of United States that to its knowledge use of the JSTOR Platform and Licensed Content by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The foregoing shall not apply, however, to modifications or derivative works of the Content created by Institutional Licensees, Authorized Users or by any third party, nor usage of the JSTOR Platform or Content by Institutional Licensees or Authorized Users in violation of these Terms and Conditions of Use. *Please note that the foregoing further shall not apply to certain Collections. See Section 12 below for additional information.*

5.2 JSTOR shall not be liable, and Institutional Licensees and Authorized Users agree that they shall not hold JSTOR liable for any loss, injury, claim, liability, damages, costs, and/or attorneys fees of any kind that result from the unavailability of the JSTOR Platform or Content, delays or interruption of the services provided hereunder, or arising out of or in connection with Institutional Licensee's or Authorized Users' use of the JSTOR Platform or Content in violation of these Terms and Conditions of Use. If the JSTOR Platform fails to operate in conformance with the terms of this Agreement, Institutional Licensee shall immediately notify JSTOR, and, subject to Section 4.1.1 above, JSTOR's sole obligation shall be to repair the nonconformity. In no event shall JSTOR's liability to an Institutional Licensee exceed the fees paid to JSTOR by that Institutional Licensee for the term of the agreement then in effect.

#### **5.3 OTHER THAN ANY EXPRESS WARRANTIES STATED IN THIS SECTION 5, THE JSTOR PLATFORM, CONTENT, AND ACCESS SOFTWARE ARE PROVIDED ON AN**

**"AS IS" BASIS, AND JSTOR AND ANY AND ALL THIRD PARTY CONTENT AND SOFTWARE PROVIDERS AND/OR LICENSORS ("CONTENT PROVIDERS") DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS OF ANY KIND (EXPRESS, IMPLIED, ORAL, OR WRITTEN) RELATING TO JSTOR, CONTENT, ACCESS SOFTWARE, OR ANY PARTS THEREOF, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. JSTOR AND ALL CONTENT PROVIDERS MAKE NO WARRANTIES WITH RESPECT TO ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM, EXCEPT THAT JSTOR WILL EXERCISE A REASONABLE LEVEL OF CARE TO PREVENT SUCH OCCURRENCES. JSTOR AND ALL CONTENT PROVIDERS FURTHER DISCLAIM ANY LIABILITY AND MAKE NO WARRANTIES WITH RESPECT TO ANY ERRORS OR OMISSIONS IN THE CONTENT, LIABILITY UNDER LIBEL LAWS, INFRINGEMENT OF RIGHTS OF PUBLICITY AND PRIVACY, MORAL RIGHTS, OR THE DISCLOSURE IN THE CONTENT OF CONFIDENTIAL INFORMATION AND FURTHER DISCLAIM ANY LIABILITY AND MAKE NO WARRANTY WITH RESPECT TO ANY CLAIMS AND/OR THREATENED CLAIMS (INCLUDING INTELLECTUAL PROPERTY RIGHTS CLAIMS AND/OR THREATENED CLAIMS) RELATING TO: LINKS BETWEEN THE JSTOR PLATFORM AND OTHER SITES AND/OR THE CONTENT ON SUCH LINKED SITES; ADAPTATIONS AND/OR MODIFICATIONS OF CONTENT; ANY AND ALL USES, REPRODUCTIONS, DISPLAYS, PERFORMANCES, AND DISTRIBUTIONS THAT EXCEED THE PERMITTED USES (WHETHER PERMITTED BY LAW OR OTHERWISE); AND/OR ANY USE(S), REPRODUCTIONS, DISPLAYS, PERFORMANCES, AND DISTRIBUTIONS MADE OF CONTENT (PRINTED OR EXPORTED) AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT AND/OR THE APPLICABLE INSTITUTIONAL PARTICIPATION AGREEMENT.**

6. Withdrawing Content from JSTOR. JSTOR may withdraw Content from JSTOR for good cause shown. JSTOR would endeavor, to the extent practicable, to minimize any inconvenience to Authorized Users caused by such withdrawal by, for example, seeking to withdraw Content only at the conclusion of an academic semester. However, should JSTOR be unable to avoid such inconvenience, JSTOR in no way shall be held liable for the withdrawal of such Content from the JSTOR Platform. If JSTOR withdraws a material amount of Content, Institutional Licensee may, upon written request, (a) be granted its choice of a refund or a credit of a prorated portion of its annual access fee for the Agreement then in effect or (b) terminate its agreement without penalty by providing written notice to JSTOR.

7. Privacy Policy. Use of JSTOR indicates acceptance of JSTOR's Privacy Policy, available at <http://www.jstor.org/page/info/about/policies/privacy.jsp> as it may be amended from time to time.

8. Force Majeure. Neither JSTOR nor Institutional Licensees or Authorized Users shall be liable for failures or delays in performing their obligations pursuant to this contract arising from any cause beyond their control, including but not limited to, act of God, acts of civil or military authority, terrorism, fires, strikes, lockouts or labour disputes, epidemics, wars, riots, earthquakes, storms, typhoons and floods and in the event of any such delay, the time for either party's performance shall be extended for a period equal to the time lost by reason of the delay. If the

conditions giving rise to the delay continue beyond thirty (30) consecutive days, either party may terminate its agreement with the other by giving written notice to the other party.

## 9. General

9.1 These Terms and Conditions of Use are, where applicable, subject to and incorporated by reference into Institutional Licensees' Institutional Participation Agreements. In the event of any conflict between these Terms and Conditions of Use and the Institutional Participation Agreement applicable to an Institutional Licensee and/or Authorized User, the Institutional Participation Agreement shall prevail. Please contact your librarian for further details concerning your Institutional Participation Agreement, if you are affiliated with an Institutional Licensee. Information identifying Institutional Licensees is available at <http://www.jstor.org/page/info/about/organization/participantLists/participantsAll.jsp>.

9.2 These Terms and Conditions of Use shall be interpreted and construed according to United States Federal law, excluding any such laws or conventions that might direct the application of the laws of another jurisdiction, and venue shall lie exclusively in the federal and state courts of the United States, excluding any such laws to the contrary.

9.3 If any provision or provisions of these Terms and Conditions of Use 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. A waiver of any breach of these Terms and Conditions of Use shall not be deemed a waiver of other breaches of these Terms and Conditions of Use.

9.4 The English language version of agreements with JSTOR shall be controlling over any other version.

9.5 These Terms and Conditions of Use are for the sole benefit of the parties to these Terms and Conditions of Use and are not intended for the benefit of any third party. The parties expressly disclaim the creation of any third party beneficiary rights under these Terms and Conditions of Use.

## 10. Archiving and Post Cancellation Access

10.1 Archiving of Back Issues. As an archive serving the scholarly community, JSTOR provides long term preservation of the Back Issue material in its collections. Back Issue materials are journal volumes and issues dated behind the "Moving Wall" or older manuscripts and monographs. For further information about the Moving Wall, please see <http://www.jstor.org/page/info/about/archives/journals/movingWall.jsp>. Institutional Licensees typically pay two types of fees to JSTOR for Back Issue materials, an Annual Access Fee and an Archive Capital Fee. The Annual Access Fee is a periodic payment covering the Institutional Licensee's access to the JSTOR Platform. The Archive Capital Fee is one-time fee per JSTOR collection aimed at ensuring the long term preservation, upgrading, and enhancements of the scholarly materials in the JSTOR Platform. By paying the Archive Capital Fee to support a JSTOR collection, Institutional Licensees are securing reliable, long term preservation, upgrading, and enhancements of the Back Issue material in that collection for their institution. Should an Institutional Licensee elect to terminate access to a JSTOR Back Issue collection, it may resume access to that Back Issue collection and all content subsequently added to that collection at any time in the future through payment of only the Annual Access Fee. It would not need to re-pay the Archive Capital Fee.



JSTOR recognizes that preserving scholarly material requires those entities responsible to employ best practices in preservation as well as to provide assurances about the security of the material and the organization's long term viability as a trusted archive. JSTOR pursues best practices and standards in the creation and maintenance of the JSTOR Platform, has established mirror sites and multiple back up files for all of the materials in the JSTOR Platform, and demonstrates its ability to provide continuing access on a daily basis. Additionally, for those Back Issue materials included in the JSTOR Platform that have print editions, JSTOR has established dedicated repositories at several participating institutions to house and preserve the print copies under archival-quality conditions. With the support of Institutional Licensees, JSTOR is also developing an endowment to ensure the long term operating viability of the JSTOR Platform.

10.2 Post Cancellation Access: Access to Current Issues shall be available to Institutional Licensees following the Institution's cancellation or non-renewal of a subscription to the Current Issues of the applicable journal ("Post Cancellation Access"). Current Issues materials are those issues of journal(s) published online back to the Digital Availability Date. The "Digital Availability Date" is the year when issues of the Journal(s) initially were published online in digital format, subject to exceptions as determined by the publisher and JSTOR. For purposes of clarification, the Digital Availability Date does not refer to when digitized versions of print issues became available as a JSTOR archival product but rather refers to when "born digital" versions of the title became available. Information concerning the Digital Availability Date for each title is available at <http://support.jstor.org/csp/titles/>. The scope of an Institution's Post Cancellation Access may include the following options:

- Current Issues and Back Issues Content: As noted in 10.1 above, institutions that continue to license Back Issues for applicable fees, whether in connection with a single publication subscription or a collection subscription, are assured of Post-Cancellation Access to issues of the journal "behind" the Moving Wall, which will advance annually. In addition, JSTOR will honor access to subscribed Current Issues for cancelled or non-renewed Subscriptions until the Moving Wall catches up to the year in which the Subscription was cancelled or discontinued.
- Through Portico: All of the journals whose Current Issues are available on the JSTOR Platform are also part of the Portico digital preservation service, which may include Post Cancellation Access under the terms set forth in the Portico Journal Archive License Agreement. Institutions participating in Portico may use this mechanism for obtaining Post Cancellation Access to a cancelled Current Issues journal.
- Per-Publication Post Cancellation Access: For Licensed Institutions for which neither of the above Post Cancellation options applies, JSTOR will provide Post Cancellation Access to subscribed Current Issues content for a small annual fee.

11. Terms and Conditions Subject to Change. In the interest of managing the evolving needs of Institutional Licensees, Authorized Users, and Content providers, JSTOR reserves the right to modify these Terms and Conditions, or any aspect of JSTOR, at any time. The most updated Terms and Conditions of Use will be posted on the JSTOR website. JSTOR shall notify Institutional Licensees via email of material modifications. A modification shall become effective for an Institutional Licensee if it does not object in writing to JSTOR within 60 (sixty) days from the time JSTOR emails notice of the modification. In the event of such an objection, the Institutional Licensee shall have the right to terminate the Agreement on 30 (thirty) days written notice.

12. Additional Terms and Conditions of Use. Please see below for Terms and Conditions of Use specific to certain Collections or Content:

12.1 Institutions in the United Kingdom and Republic of Ireland, and their users please see [http://www.jisc-collections.ac.uk/catalogue/ireland\\_resources/how\\_to\\_subscribe](http://www.jisc-collections.ac.uk/catalogue/ireland_resources/how_to_subscribe) for The Ireland Collection.

12.2 Institutions in the United Kingdom and their users please see [http://www.jisc-collections.ac.uk/catalogue/19th\\_pamphlets/how\\_to\\_subscribe](http://www.jisc-collections.ac.uk/catalogue/19th_pamphlets/how_to_subscribe) for the 19<sup>th</sup> Century British Pamphlets Collection.

12.3 For the *African Plants, Cultural Heritage Sites and Landscapes*, and *Struggles for Freedom in South Africa* Collections, please see <http://www.jstor.org/page/info/about/policies/additionalTerms.jsp> addressing accessibility standards and Section 5.1 of these Terms and Conditions of Use.

12.4 For the *Current Scholarship Program*, please see <http://www.jstor.org/page/info/about/policies/csp.jsp> addressing Section 5.1 of these Terms and Conditions of Use.

Last Updated on July 1, 2010