Terms and Conditions of Service and Content-Specific Terms and Conditions of Use

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JSTOR has provided Terms and Conditions for use of the service (“Terms and Conditions of Service”) and its contents (“Content-Specific Terms and Conditions of Use”) in order to establish guidelines for responsible usage, to protect the rights of authors and publishers, and to facilitate the archiving and dissemination of high-quality content for the long-run benefit of the scholarly community.

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Where applicable, these Terms and Conditions of Service 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.
Follow these links for additional Content-Specific Terms and Conditions of Use:

- For journal content (other than Early Journal Content, defined below) including articles and book reviews, and for manuscripts and monographs (i.e. scholarly essays);
- For “Data for Research” (defined below);
- For spatial/geographic information systems data;
- For Plant Specimens; and
- For Early Journal Content.

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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 with the Institutional Licensee; and Walk-In Users;

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3.1 “Content” means journal back issues (but not Early Journal Content as described below) and
current issues as well as portions of such journals, including articles and book reviews;
manuscripts and monographs (i.e. scholarly essays); “Data for Research” (defined below);
spatial/geographic information systems (“GIS”) data; plant specimens (“Specimens”); and journal
content (as distinct from pamphlets, manuscripts, monographs or other content) that has been
published prior to 1923 in the United States or prior to 1870 if initially published internationally
(“Early Journal Content”); and other materials made available by JSTOR.

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(b) the JSTOR Platform meets ANSI/NISO z39.88-2004 OpenURL standards;

(c) the JSTOR Platform is compatible with the NISO Metasearch XML Gateway (MXG) protocol in development, XML and SRU/SRW search interfaces; and it makes available to Institutional Licensees COUNTER-compliant usage statistics. Subject to constraints imposed by or in agreement with journal publishers, JSTOR will 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.

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15.2 These Terms and Conditions of Service and Content-Specific Terms and Conditions of Use will 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 will lie exclusively in the federal and state courts of the United States, excluding any such laws to the contrary.

15.3 If any provision or provisions of these Terms and Conditions of Service and/or Content-Specific Terms and Conditions of Use will 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 will not be in any way affected or impaired thereby. A waiver of any breach of these Terms and Conditions of Service and Content-Specific Terms and Conditions of Use will not be deemed a waiver of other breaches of these Terms and Conditions of Service and Content-Specific Terms and Conditions of Use.

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Terms and Conditions for Use for Journals, Plants, GIS Data, Select Other Content Types, and Data for Research

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• Journal Back Issues and Current Issues, as well as manuscripts and monographs (i.e. scholarly essays) but not Early Journal Content
• Individual Journal Articles purchased through the Publisher Sales Service
• Spatial/Geographic Information System Data
• Plant Specimens
• Data for Research

These terms apply to individual users, as well as institutions accessing these types of Content through the JSTOR Platform. These terms 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 for Journals, Plants, GIS Data and Select Other Content Types 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 8 below for more information about terms and conditions specific to certain collections and content types.

1. Definitions.
1.1 “Content” means journal Back Issues and Current Issues (as further described in Sections 7.1 and 7.2, below) as well as portions of such journals, including articles and book reviews (each independently "Textual Content") but not including Early Journal 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.

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(b) downloading chart data to view, use and display as Excel-compatible CSV files;

(c) viewing document-level data including word frequencies, citations, key terms and ngrams;

(d) requesting and downloading datasets containing word frequencies, citations, key terms, or ngrams associated with the Data for Research selected; and

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6. Accessibility of Content.

6.1 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:

(a) Subject to constraints imposed by or in agreement with publishers and/or by third party rights holders, JSTOR will make good faith efforts to ensure that the Content contained in the JSTOR Platform that is produced by digitizing print material are complete and faithful replications of the print versions of such Content.

(b) The JSTOR Platform is compliant with Section 508 of the Rehabilitation Act and W3C WAI Priority 1 accessibility standards.

(c) The JSTOR Platform meets ANSI/NISO z39.88-2004 OpenURL standards;

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

(e) It makes available to Institutional Licensees COUNTER-compliant usage statistics.

6.2 Accessibility of Certain Content Types. African Plants, Cultural Heritage Sites and Landscapes, and Struggles for Freedom in South Africa Collections include a large number of images, maps and other heavily visual forms of content, and that while the image viewer provided will assist people who require magnification in order to use a visual resource, in cases where magnification does not suffice, JSTOR will only be able to provide access to metadata regarding images.
7. Archiving and Long-Term Access.

7.1 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. For further information about the Moving Wall, please see http://about.jstor.org/content-collections/moving-wall. 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. Please note, however, that if an Institutional Licensee paying the Archive Capital Fee in installments leaves JSTOR, but later returns to participation, the payments towards the Archive Capital Fee will resume from the point at which the Institutional Licensee left.

7.2 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.

7.3 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://about.jstor.org/content-collections/journals/current-scholarship-program/2011-title-list.

The scope of an Institution's Post Cancellation Access may include the following options:

(a) Current Issues and Back Issues Content: As noted in 7.1 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.

(b) 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.

(c) 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 fulfilled by JSTOR for a small annual fee.

8. Copyright and Additional Warranty Information for Specific Collections.

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9.1 Institutions in the United Kingdom and Republic of Ireland, and their users please see http://www.jisc-collections.ac.uk/Terms--Conditions/External Link for the Ireland Collection.

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