**Metadata Sharing Rider to**

JSTOR® Institutional Participation Agreement

**Licensee Product(s) or Resource(s) linked from:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please Identify Category of Database from which you are linking:

****Abstracting and/or Indexing Database

****Database of Full Text Content

****Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Metadata Sharing (the "Rider") is an addendum to, and incorporates by reference all of the terms of the Agreement entitled the JSTOR Institutional Participation Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Agreement”) between JSTOR and \_\_\_\_\_\_\_ (“Licensee”) as follows:

All of the terms and conditions of the Agreement shall remain in full force and effect unless otherwise specified herein.

WHEREAS, there exists a pressing need in the United States and throughout the world to make scholarly content more accessible to teachers, scholars, researchers, and students; and

WHEREAS, JSTOR provides access to scholarly content supplied to JSTOR by the original publishers of the content; and

WHEREAS, Licensee is in the business of publishing a database via the World Wide Web and wishes to make scholarly content more accessible; and

WHEREAS, JSTOR and Licensee wish to make Metadata (as hereinafter defined) available to persons who have access rights to both the scholarly content available through the JSTOR Archive and Licensee’s Database (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

For purposes of this Rider:

* 1. The “JSTOR Archive” means, for purposes of this Rider, the user interfaces, search engine, and electronic archive of scholarly content used and/or accessed by Mutually Authorized Users (as hereinafter defined) and, at JSTOR’s discretion, others, via JSTOR’s web-based interface.
  2. “Licensee’s Database” means the user interfaces, search engine software, and content used and/or accessed by Mutually Authorized Users (as hereinafter defined) via Licensee’s own software product at the URL(s) identified on page one of this Agreement. Licensee’s Database shall include only the Licensee product(s) or resource(s) identified on page one of this Rider.
  3. “Metadata” means (collectively) the information designated by JSTOR in Exhibit B that describes and identifies content in the JSTOR Archive.
  4. The “ Metadata Terms, Conditions & Guidelines” means the Metadata Terms, Conditions & Guidelines which are attached to this Rider and as updated from time to time in JSTOR’s discretion.
  5. “Mutually Authorized Users” means persons who are permitted by JSTOR to access full text articles in the JSTOR Archive and, concurrently, are permitted by Licensee to access Metasearch Engine. Mutually Authorized Users may be entitled to access full text articles in the JSTOR Archive through, but not limited to, an affiliation with a JSTOR site licensee, or through a subscription agreement with a JSTOR participating publisher or publishers. Mutually Authorized Users entitled to access full text articles in the JSTOR Archive only through a license agreement with JSTOR (e.g. a license agreement with a JSTOR participating publisher) shall be limited to accessing only such full text articles in the JSTOR Archive contained in publications for which said license agreement applies.
  6. User Rules” means the JSTOR Terms and Conditions of Use available at http://www.jstor.org/page/info/about/policies/terms.jsp and as may be amended from time to time in JSTOR’s discretion.

1. Terms
   1. Upon receipt of a duly executed copy of this Rider, JSTOR shall begin to supply Licensee with the Metadata. Licensee in turn shall use the Metadata solely to build links to content in the JSTOR Archive exclusively in order to enable Mutually Authorized Users to access the links created with the Metadata via Licensee’s Database. Licensee shall provide JSTOR with ongoing access to Licensee’s Database to enable JSTOR to evaluate Licensee’s use of the Metadata.
   2. Licensee agrees to provide JSTOR with data on the usage of the Metadata on a quarterly basis for the first year of the Agreement and on an annual basis thereafter and at any time upon JSTOR’s reasonable request.
   3. Licensee’s use of Metadata is subject to this Rider, the Metadata Terms, Conditions & Guidelines and the User Rules, both of which are incorporated into this Rider. The Metadata Guidelines are attached hereto as Exhibit A for reference (the “Guidelines”).
   4. The term of this Rider shall be consistent with the term of the Agreement. Upon termination of the Agreement, all rights granted hereunder shall be terminated, and Licensee shall immediately remove or deactivate all links built using the data provided by JSTOR and shall delete and/or return all data to JSTOR, providing written confirmation of the foregoing. In addition, JSTOR may terminate this Rider on ten (10) days notice if the quality and/or testing of Licensee’s links is not, in JSTOR’s reasonable opinion, satisfactory and on ten (10) days’ written notice if, in JSTOR’s reasonable opinion, the cumulative effect of violations of the Guidelines, and/or the User Rules and/or the Rider by Licensee justifies such termination.
   5. In addition to the termination rights above in 2.4, JSTOR may also suspend or terminate access to the Metadata if JSTOR believes that the Licensee is making uses of the Metadata than those uses allowed under the Rider and/or the Guidelines. JSTOR shall make reasonable efforts to contact the Licensee prior to any suspension or termination of access and to restore access promptly following successful resolution of the matter.  In the event that the matter is not successfully resolved at JSTOR’s discretion, JSTOR may terminate this Agreement immediately upon notice to the Licensee. Immediately upon termination under this Paragraph 2.5, the Licensee will remove or deactivate all links to JSTOR, shall cease using JSTOR’s Trademarks in association with Licensee’s product(s), and forthwith provide a written statement that the aforementioned deactivation has taken place. In addition, Licensee shall delete and/or return all data to JSTOR, providing written confirmation of the foregoing.

IN WITNESS WHEREOF, the parties have executed this Rider by their duly authorized representatives  
as of the date indicated below.

|  |  |
| --- | --- |
| **LICENSEE** | **JSTOR** |
| **BY:** | **BY:** |
| **NAME:** | **NAME:** |
| **TITLE:** | **TITLE:** |
| **DATE:** | **DATE:** |

**EXHIBIT A- METADATA TERMS, CONDITIONS & GUIDELINES**

JSTOR welcomes links to full text articles in the archive of scholarly content provided by JSTOR (the "Archive") from participating publishers, libraries, and faculty members. By using metadata provided by JSTOR, you agree to the following Metadata Terms, Conditions & Guidelines. Please note that these Guidelines may change from time-to-time, and we request that you check back and review them periodically:

1. Definitions
   1. “Agreement” means the signed agreement between you and JSTOR whereby JSTOR will provide Metadata as further described below.
   2. “Metadata” means (collectively) the information designated by JSTOR in the Agreement that describes and identifies content in the JSTOR Archive.
   3. User Rules” means the JSTOR Terms and Conditions of Use available at http://www.jstor.org/page/info/about/policies/terms.jsp and as may be amended from time to time in JSTOR’s discretion.
2. Terms, Conditions and Guidelines  
   1. Metadata is provided on a limited, non-exclusive, non-transferable, worldwide, revocable, royalty-free basis in accordance with technical guidelines provided to you by JSTOR, in accordance with the Agreement between you and JSTOR and in accordance with the User Rules. Access to the Archive will remain entirely under the control of JSTOR's authentication mechanisms. Therefore, JSTOR will permit only users authorized to use the Archive to have access to the Archive in connection with the links you create. JSTOR reserves the right to change the style, content, and structure of its web site.
   2. You are responsible for the purchasing or other arrangements for access to the services you offer.
   3. In a manner approved in advance in writing by JSTOR, you may use the plain text name and logo of JSTOR in identifying resources available for searching; however, unless JSTOR expressly agrees in advance in writing, you may not otherwise use the name or logo of JSTOR, its participants, or content in connection with the Metadata. You may not use the names or logos of JSTOR, its participants, or content in any advertising or promotion without express written permission from JSTOR.
   4. Links should not be presented in a way that suggests that JSTOR or any third parties participating in JSTOR in any way sponsors, endorses, or recommends the information, goods, or services you provide. Unless you receive specific written permission from us, you may not frame or otherwise impose commercial material on or in proximity to content displayed on the JSTOR web site.
   5. The quality of links to metadata is of great importance to us. Therefore, we ask that you be responsive to issues concerning quality control of your use of Metadata and agree, as further described in the Agreement, to cooperate with us in facilitating and testing your links to the Metadata when requested. You agree to use reasonable efforts to ensure that links to JSTOR Metadata are successful 98% of the time.
   6. It is understood that JSTOR shall retain all rights to the intellectual property used or available in, or in connection with, the Archive, subject to the rights of third parties, including JSTOR's participating publishers. If one party acquires goodwill or reputation in any of the intellectual property of the other party, such goodwill or reputation will automatically vest in the other party when and as such goodwill or reputation occurs.
   7. JSTOR shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from the unavailability of its web site or arising out of or in connection with your linking activities.
   8. THE METADATA SHALL BE PROVIDED ON AN “AS IS” BASIS, AND JSTOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS, IMPLIED, ORAL OR WRITTEN), RELATING TO THE DATA OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.