Site License Agreement

From the Mathematics Department, University of Illinois at Urbana-Champaign, for Use of the Electronic Version of the Illinois Journal of Mathematics

NOTE: If your institution has already signed a site license for the Illinois Journal of Mathematics, nothing further is required. You do not need to send a license each time you renew.

Department of Mathematics, University of Illinois at Urbana-Champaign, 1409 West Green Street, Urbana, IL 61801 USA, as Owner and Publisher of the scholarly journal, Illinois Journal of Mathematics, (hereafter referred to as the IJM), hereby grants to

Name of Licensee

a nontransferable and nonexclusive annual right and license to access, receive, disseminate locally, and use the electronically available versions of IJM articles 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
The Department of Mathematics 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.

2. Scope of License
Access to an electronic database of articles from IJM 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 the Department of Mathematics and the Licensee (with or without additional subscription fees being required by the Department of Mathematics).

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 Licensee with a subscription only.

The Department of Mathematics, 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, the Department of Mathematics’ 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 IJM 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 the Department of Mathematics. It is strictly prohibited for the Licensee to download copies of the entire database for any purpose without express written permission. The Licensee will exercise reasonable efforts to ensure that access to and use of IJM is limited to Authorized Users.
Provisions for sharing by the Licensee of the electronic versions of IJM articles with persons outside the Licensee’s campus or institution, or with other institutions affiliated with the Licensee, may be negotiated between the Department of Mathematics and the Licensee (with or without additional subscription fees being required by the Department of Mathematics). Any such amendments will not be valid unless attached in writing to this License Agreement.

5. Breach
Under ordinary circumstances, should a breach of this Agreement by the Licensee or an Authorized User come to the attention of the Department of Mathematics, the IJM will inform the Licensee and provide a reasonable amount of time (ordinarily 30 days) for investigation and, if necessary, correction of the breach. But the Department of Mathematics shall have the right immediately to suspend this License Agreement, without need for provisions 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.

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.

Interlibrary loan: A hard copy printed from the electronic files of IJM 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 Copyrighted 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 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 the Department of Mathematics.

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 the Department of Mathematics. E-reserves should be posted on a secure site accessible to class members only, and articles purged from the e-reserves system at the end of each semester.

Licensee signature

Name and title of Licensee signatory

Authorized representative of Illinois Journal of Mathematics

(Illinois Journal of Mathematics will return a countersigned copy.)
Required Information for the *Illinois Journal of Mathematics* Site License Agreement

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

E-mail address of Licensee

Postal address of Licensee

Subscription Agent

IP domain of Licensee

Please sign and fax or mail the site license to

Debbie Broadrick  
Illinois Journal of Mathematics  
Department of Mathematics  
University of Illinois at Urbana-Champaign  
1409 W. Green St.  
Urbana, IL 6180  
USA

Phone: 217 333-3410  
Fax: 217 265-0497  
E-mail: ijm@math.uiuc.edu