



SAPIENZA
UNIVERSITÀ DI ROMA

Consiglio di
Amministrazione

Seduta del

- 7 DIC. 2010

Nell'anno **duemiladieci**, addì **7 dicembre** alle ore **15.50**, presso l'Aula degli Organi Collegiali, si è riunito il Consiglio di Amministrazione, convocato con nota rettorale prot. n. 0066694 del 02.12.2010, per l'esame e la discussione degli argomenti iscritti al seguente ordine del giorno:

..... **O M I S S I S**

Sono presenti: il **rettore**, prof. Luigi Frati; il **prorettore**, prof. Francesco Avallone; i consiglieri: dott.ssa Francesca Pasinelli, prof. Aldo Laganà, prof. Giorgio Graziani, prof. Massimo Moscarini (entra alle ore 16.05), prof. Maurizio Saponara (entra alle ore 16.35), prof. Antonio Mussino, prof. Maurizio Barbieri, prof.ssa Roberta Calvano, prof. Marco Merafina, prof. Marco Biffoni, dott. Roberto Ligia, sig. Sandro Mauceri, sig. Marco Cavallo, dott. Matteo Fanelli, dott. Pietro Lucchetti, dott. Paolo Maniglio (entra alle ore 16.16), sig. Gianfranco Morrone, sig. Giuseppe Romano; il **direttore generale**, Carlo Musto D'Amore, che assume le funzioni di segretario.

È assente: sig.ra Paola De Nigris Urbani

Assiste per il Collegio sindacale: dott. Giancarlo Ricotta

Il **presidente**, constatata l'esistenza del numero legale, dichiara l'adunanza validamente costituita e apre la seduta.

..... **O M I S S I S**

D. 274/10

App. cont. 2/5



Consiglio di
Amministrazione

Seduta del

7 DIC. 2010

REP. V - SETT. III
P. → G. → D. → E.
RIPARTIZIONE I
SETTORE PUBBLICAZIONI
BIBLIOTECHE E CONTRIBUTI

PERVENUTO IL
- 2 DIC. 2010
GRUP. V - SETT. III

RIPARTIZIONE I - AFFARI GENERALI
Il Dirigente
Dott. Andrea BONOMOLO

RIVISTA DI PROPRIETA' DELL'ATENEIO - CESSIONE DEI DIRITTI DI UTILIZZO DELLA RIVISTA TELEMATICA "GENUS" ALLA BANCA DATI "JSTOR" PER ARCHIVIO NUMERI PREGRESSI.

Il Presidente sottopone all'esame del Consiglio di Amministrazione la seguente relazione predisposta dal Settore VIII della Ripartizione I Affari Generali.

Il Dipartimento di Scienze Statistiche, con nota U138 del 5 novembre 2010, ha trasmesso alla Ripartizione I - Settore VIII - Pubblicazioni Biblioteche e Contributi l'estratto del verbale del Consiglio del Dipartimento del 28 ottobre 2010 con il quale è stata approvata la stipula del contratto di licenza per la cessione a titolo gratuito dei diritti di utilizzo della rivista telematica di proprietà dell'Ateneio "GENUS" a favore della banca dati "JSTOR" per la creazione ed il mantenimento di un archivio digitalizzato.

Al fine di procedere alla stipula di tale contratto si fa presente che:

- la rivista di proprietà dell'Ateneio "GENUS", già iscritta presso il Tribunale Civile di Roma in data 16 gennaio 1954 al n. 3321, trimestrale, a carattere scientifico, con sede in Roma - Viale Regina Elena, 295 e diffusa attraverso la Rete Internet, dal Service Provider "Consortium Garr" con sede in Roma - Via dei Tizii, 6 - Direttore responsabile Professoressa Graziella Caselli, è attualmente diffusa online sul sito www.genus-journal.org;
- la banca dati "JSTOR", organizzazione indipendente, not-for-profit, è una banca dati bibliografica contenente spogli e articoli a testo intero di periodici per la creazione ed il mantenimento di un archivio di digitalizzazione delle più importanti riviste accademiche.

Il contratto da stipulare fra i contraenti sopraindicati, allegato quale parte integrante della presente relazione, è stato sottoposto dal Settore Pubblicazioni Biblioteche e Contributi della Ripartizione I all'attenzione del Gruppo di lavoro per le riviste di proprietà dell'Ateneio nominato dal Senato Accademico nella seduta del 26 gennaio 2010, il quale, nel rispetto delle competenze assegnate in ordine all'esame di merito, in data 13 luglio 2010, ha espresso parere favorevole alla cessione dei diritti di utilizzo della rivista telematica "GENUS" alla banca dati "JSTOR" per archivio numeri pregressi, ed alla relativa stipula del contratto di licenza.



Consiglio di
Amministrazione

Seduta del

7 DIC. 2010

REPARTIZIONE I
SETTORE PUBBLICAZIONI
BIBLIOTECHE E CONTRIBUTI

F. E. M.

REPARTIZIONE I - AFFARI GENERALI
Il Dirigente
Dott. Andrea BONOMOLO

Lu

Le spese per l'esecuzione del contratto, che prevede l'immissione in rete da parte della JSTOR di quanto pubblicato dalla rivista "GENUS" a partire dall'anno 1934 fino all'anno 2007, saranno a totale carico della JSTOR.

Tutto ciò premesso si invita il Consiglio a voler deliberare al riguardo.

ALLEGATI PARTE INTEGRANTE

- Parere del Gruppo di Lavoro per le riviste di proprietà dell'Ateneo del 13 luglio 2010;
- JSTOR publication license agreement

ALLEGATI IN VISIONE:

- Estratto del Consiglio del Dipartimento di Scienze Statistiche del 28 ottobre 2010
- Traduzione contratto Jstor in italiano



- 7 DIC. 2010

..... O M I S S I S

DELIBERAZIONE N. 274/10

IL CONSIGLIO

- **Letta la relazione istruttoria;**
- **Visto il verbale del Consiglio del Dipartimento di Scienze Statistiche del 28 ottobre 2010;**
- **Visto il parere del Gruppo di lavoro per le riviste di proprietà dell'Ateneo del 13 luglio 2010;**
- **Esaminato il contratto di licenza da stipulare per la cessione a titolo gratuito dei diritti di utilizzo della rivista telematica di proprietà dell'Ateneo "GENUS" alla banca dati "JSTOR";**
- **Presenti e votanti n. 20, maggioranza n. 11 con voto unanime espresso nelle forme di legge dal rettore, dal prorettore, dal direttore generale e dai consiglieri: Pasinelli, Barbieri, Biffoni, Calvano, Cavallo, Graziani, Laganà, Ligia, Mauceri, Merafina, Moscarini, Mussino, Saponara, Fanelli, Lucchetti, Maniglio e Morrone**

DELIBERA

- **di approvare la stipula del contratto di licenza per la cessione a titolo gratuito dei diritti di utilizzo della rivista telematica di proprietà dell'Ateneo "GENUS" alla banca dati "JSTOR";**
- **di autorizzare il Rettore alla firma del suddetto contratto;**
- **che le spese per l'esecuzione del contratto saranno a totale carico della JSTOR.**

Letto, approvato seduta stante per la sola parte dispositiva.

IL SEGRETARIO
Carlo Musto D'Amore

IL PRESIDENTE
Luigi Frati

..... O M I S S I S



SAPIENZA
UNIVERSITÀ DI ROMA

**PARERE SULLA CESSIONE DEI DIRITTI DI UTILIZZO DELLA RIVISTA TELEMATICA
"GENUS" ALLA BANCA DATI JSTOR PER ARCHIVIO NUMERI PREGRESSI**

Il Gruppo di Lavoro per le riviste di proprietà dell'Ateneo, nel rispetto del mandato ricevuto dal Senato Accademico nella seduta del 26 gennaio 2010, in ordine all'esame di merito per le riviste di proprietà dell'Ateneo, nella riunione del 3 giugno 2010, dopo aver preso visione della documentazione inviata dalla Professoressa Graziella Caselli, Direttore responsabile della rivista "GENUS" con nota prot. 46/70 dell' 8 marzo 2010, esprime il seguente parere:

In considerazione della rilevanza goduta dalla JSTOR quale organizzazione no-profit dedicata alla creazione ed al mantenimento di un archivio digitalizzato delle più importanti riviste accademiche, esprime parere favorevole alla stipula del contratto di licenza di JSTOR per le pubblicazioni.

APPROVATO IL 3 LUG. 2010

IL GRUPPO DI LAVORO PER LE RIVISTE DI PROPRIETA' DELL'ATENEO

Prof. Roberto Antonelli

Prof. Giuseppe Santoro Passarelli

Prof. Enrico Fiori

Roma, 22 giugno 2010



Rep I

Università degli Studi di Roma
"LA SAPIENZA"
Amministrazione Centrale
ENTRATA
prot. n. 0024031
del 29/04/2010
classif. 1/15

Roma, 8 marzo 2010

Prot. n. 46/10

Agra Enea
20.04.10

Alla Rip. I Sett. VIII
Pubblicazioni Biblioteche Contributi
Università La Sapienza
S E D E

Oggetto: inserimento della Rivista Genus nell'archivio JSTOR

La sottoscritta Graziella Caselli, in qualità di Direttore Rivista Genus, chiede che sia esaminata la possibilità di inserire la Rivista Genus nell'archivio JSTOR.

Informa che Genus è la prima rivista di Demografia pubblicata nel mondo. Corrado Gini la fondò nel 1934. Dal 2009 la rivista è online (www.genus-journal.org) si sta attendendo il completamento delle procedure amministrative per pubblicare la rivista anche in formato cartaceo, adottando il sistema di stampa "on demand".

L'archivio JSTOR ha proposto a Genus di digitalizzare tutti i numeri della rivista, partendo dal primo del 1934 fino all'ultimo numero cartaceo del 2007. I numeri degli ultimi tre anni verrebbero - su richiesta del direttore - esclusi dall'archivio per essere inseriti solo successivamente. Come si può leggere nella lettera allegata (pagina 2), per Genus questo significherebbe poter disporre dell'intera collezione della rivista in formato digitale e, quindi, poter rendere disponibile online tutti gli articoli pubblicati fin dalla sua nascita.

JSTOR è un'organizzazione indipendente, not-for-profit, che dal 1995 predispone un archivio digitale della letteratura di importanti periodici accademici. JSTOR si occupa della digitalizzazione di tutti i numeri di un periodico, a partire dal primo numero pubblicato, creando delle copie esatte delle pagine, dei numeri e dei volumi stampati originali in formato digitale. JSTOR è disponibile in migliaia di istituzioni in tutto il mondo e offre accesso ad un pubblico che normalmente gli editori universitari non raggiungono. Inoltre, apre la possibilità di avere rapporti con numerosi motori di ricerca, in modo da aumentare i collegamenti che conducono alla rivista. Mediante un programma di collegamento ai numeri correnti, non ancora inseriti nell'archivio, JSTOR permette agli utenti di cercare e sfogliare il contenuto dei nuovi numeri di Genus collegandosi direttamente alla piattaforma online dell'editore.

L'inserimento di Genus nell'archivio JSTOR sarebbe per la nostra rivista una grande opportunità. Un'opportunità che, a mio avviso, dovrebbe essere colta anche da altre riviste del nostro Ateneo.

Per ulteriori informazioni e per una chiara visione dell'offerta che JSTOR rivolge a Genus, allego alla presente la lettera e il contratto ricevuti nel dicembre scorso.

Cordiali saluti,

IL DIRETTORE
DELLA RIVISTA
"GENUS"
Graziella Caselli

28 APR. 2010

REP I

JSTOR® PUBLICATION LICENSE AGREEMENT

Licensor: _____

Contract Date: _____

Publication: Genus
(Name(s) of Publication(s) as it appeared in printed versions)

Moving Wall: _____ **years.**

Licensor Notice Address:

Attn: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

JSTOR Notice Address:

Attn: Nancy Kopans, General Counsel
JSTOR
149 Fifth Avenue, 8th Floor
New York, New York 10010

Telephone: (212) 358-6400

Facsimile: (212) 358-6499

E-Mail: nk@jstor.org

[Note: the address for delivery of the Publication to JSTOR is set forth on Schedule A attached hereto.]

The parties agree to be bound by the terms and conditions that follow, in witness whereof, the parties have set their hands hereto as of the first date above written.

LICENSOR

BY: _____

NAME: _____

TITLE: _____

JSTOR

BY:  _____

NAME: Michael P. Spinella

TITLE: Managing Director, JSTOR

THIS LICENSE AGREEMENT (this "Agreement") is entered into by and between JSTOR, a not-for-profit corporation formed under the laws of the State of New York ("JSTOR"), and the Licensor specified above ("Licensor") as of the Contract Date specified above (the "Effective Date").

WHEREAS, there exists a significant social and educational need in the United States and throughout the world to preserve scholarly journals, many of which have deteriorated due to acid paper, have been mutilated or are incomplete; and

WHEREAS, there is a pressing need to make the information in such journals more accessible to teachers, researchers, scholars, and students; and

WHEREAS, it can be wasteful of precious resources to have to store such journals in printed form in libraries; and

WHEREAS, Licensor is in the business of publishing journals, owns certain rights in such journals, and wishes to preserve them and increase accessibility to them through electronic means;

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

"Publication Archive" means those issues of Publication converted into digitized format by JSTOR that are dated prior to the year designated by the Moving Wall (as hereafter defined).

"Document Delivery" means using the Publication Archive to provide copies of articles from Publication to individuals upon such individuals' request.

"Electronic Technologies" means technologies including but not limited to online, local area network, wide area network, distributed media, CD-ROM, magnetic tape, satellite broadcast and technologies now known or hereafter developed.

"License" means the rights granted to JSTOR by Licensor pursuant to Section 2 hereof.

"Moving Wall" means that delay between current issues and the issues of Publication included in the Publication Archive, as indicated on page one of this Agreement. For example, if the Moving Wall is three (3) years, and the present year is 1998, all issues of Publication dated through the end of 1994 may be included in the Publication Archive.

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"Projects" means specified projects of a scholarly nature undertaken by Licensor in consultation with JSTOR using portions of the Materials, including, for example, anthologies of articles from Publication.

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Licensor hereby grants to JSTOR a non-exclusive, worldwide license (a) to create the Publication Archive, including the rights to scan the Publication and to convert the information and images in the Publication into ASCII, to tag or mark up such ASCII text in SGML or its equivalent, to produce a computer searchable index of or including the Publication, and to store the Publication by means of Electronic Technologies, (b) to use, and to authorize use by third parties of, the Publication Archive by means of Electronic Technologies, including rights to reproduce, display, transmit and distribute the Publication in connection with producing, transmitting, distributing and marketing the Publication Archive,

and (c) to combine the Publication Archive with other publications in an electronic database. Licensor also grants to JSTOR an exclusive, irrevocable, world-wide license to use the ASCII version of Publication created by JSTOR in any manner that is consistent with the terms of this Agreement. Royalties and/or distributions to be provided in connection with the licenses granted herein shall be set forth in the Revenue Sharing Rider attached hereto.

3. PRESERVATION AND DISTRIBUTION OF PUBLICATION

JSTOR shall create the Publication Archive at its sole expense. It is JSTOR's intent to create a faithful electronic replication of the Publication in all respects, including text, look and formatting and to add issues of Publication to the Publication Archive on a calendar year or volume basis.

JSTOR shall maintain the Publication Archive at its sole expense, and shall update the Publication Archive to ensure that the Publication Archive remains accessible as technologies evolve by, for example, providing improved user interfaces, search engines, and printer applications.

JSTOR, at its sole expense, shall make the Publication Archive available to users through libraries and other entities, and to individuals, pursuant to agreements with such entities or individuals. JSTOR, at its sole expense, shall provide Licensor with access to data on usage of the Publication Archive.

It is JSTOR's intent to include the Publication Archive in a database to be stored centrally, in one or more locations, and to deliver the Publication Archive to users by means of online or other network technologies. In some cases, due to inadequate infrastructure at JSTOR participant sites, it may be necessary to deliver the Publication Archive on CD-ROM or other Electronic Technologies.

All aspects of the preservation and distribution of the Publication pursuant to this Section 3, including but not limited to scanning and other methods of production, compression, storage, promotion, distribution and provision of the Publication Archive and of usage data pertaining to the Publication Archive, shall be under the exclusive control of JSTOR. Notwithstanding the foregoing, JSTOR may provide access to the Publication Archive to users through links from third-party websites in a manner consistent with the terms of this Agreement. The distribution of printed copies of the Publication, other than copies printed from the JSTOR archive, shall remain exclusively with Licensor.

Licensor shall have free access to the Publication Archive through the JSTOR archive from computer terminals located in Licensor's offices, and may use such access to verify the integrity of the Publication Archive. Licensor shall notify JSTOR of any errors it finds in the Publication Archive and supply JSTOR with the information necessary to correct such errors.

Licensor shall inform JSTOR of Licensor's intent to develop Projects. At Licensor's request, JSTOR shall provide to Licensor on a reasonable basis portions of Materials for Projects.

Licensor may perform Document Delivery at Licensor's discretion. If requested by Licensor, JSTOR agrees to cooperate with Licensor to establish a means for Licensor to perform Document Delivery from JSTOR's server(s). If requested by JSTOR, the parties agree to discuss a reasonable fee to be paid to JSTOR in connection with such Document Delivery.

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EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY TO THE OTHER, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JSTOR MAKES NO WARRANTIES RESPECTING THE PERFORMANCE AND AVAILABILITY OF THE JSTOR ARCHIVE, OR ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB OR OTHER SUCH COMPUTER PROGRAM.

JSTOR FURTHER MAKES NO WARRANTY RESPECTING IMPROPER USAGE OF THE PUBLICATION ARCHIVE BY USERS.

7. TERM

Either party has the right to terminate this Agreement upon giving at least six (6) months prior written notice to the other party. In the event that Licensor terminates this Agreement, (a) Licensor hereby grants to JSTOR a non-exclusive, world-wide license to continue to store the Publication Archive and to distribute it to all entities, and only those entities, that had elected to participate in JSTOR prior to such termination, and (b) Licensor will not use, license, assign, sell, or distribute the Materials for a period of three (3) years from the date of such termination. In the event that JSTOR ceases to operate, JSTOR agrees to give Licensor one (1) complete set of CD-ROMs (or their equivalent at JSTOR's option) containing the Materials.

8. DELIVERY OF PUBLICATION

Licensor shall make all reasonable efforts to collect or obtain a printed copy of all issues of Publication, including current issues, and to deliver such issues to JSTOR. In addition, Licensor shall add JSTOR to Licensor's subscription or other mailing list such that JSTOR shall receive forthcoming issues of Publication on an ongoing basis. All deliveries of Publication shall be made to the JSTOR delivery address specified on Schedule A attached hereto, or such other address as JSTOR may designate by notice to Licensor. The costs of delivering Publication to JSTOR in accordance with this Section 8 shall be borne by JSTOR. If Licensor fails to deliver all issues of Publication to JSTOR, JSTOR may independently acquire them in any medium.

9. GOVERNING LAW

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of New York or United States Federal law, as applicable, excluding any such laws that might direct the application of the laws of another jurisdiction.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration, including joint and/or consolidated arbitration where practicable, in New York, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

10. NOTICES

All notices given pursuant to this Agreement shall be in writing and sent to the Notice Address specified on page one hereof. Notices may be delivered by hand, by overnight carrier, or shall be deemed to be received within five (5) business days after mailing if sent by registered or certified mail, postage prepaid. If any notice is sent by facsimile, then confirmation copies must be sent as specified above. Either party may from time to time change its Notice Address by written notice to the other party.

11. MISCELLANEOUS

11.1 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of JSTOR and Licensor.

11.2 This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

11.3 Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the parties.

11.4 Neither party shall be liable in damages or have the right to cancel this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes, fires, floods, work stoppages, unavailability of materials, carriers or communications facilities, and/or any other cause beyond the reasonable control of the party whose performance is affected.

11.5 Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

11.6 If any provision or provisions of this Agreement 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 in any way be affected or impaired thereby.

11.7 The parties hereto agree to execute, acknowledge, and deliver all such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the intent and purposes of this Agreement.

11.8 Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

11.9 Without limiting any provision of this Agreement, Licensor recognizes that JSTOR retains third party independent contractors, consultants, service providers and distributors (collectively, "Consultants"), to perform technology and distribution services for JSTOR. Licensor hereby authorizes the Consultants to use the Publication to the extent of JSTOR's rights therein, subject to all of the other terms and conditions of this Agreement, and solely for purposes of performing their respective obligations to JSTOR.

**SCHEDULE A
JSTOR SHIPPING INSTRUCTIONS**

Subscription

To ensure the timely digitizing of the Publication, JSTOR requires an ongoing complimentary subscription. Please send the subscription to this address:

Attn: Production Coordinator
JSTOR
301 East Liberty, Ste. 310
Ann Arbor, MI 48104-2262

Back Issues

Sending Materials To JSTOR Via Federal Express - Using The FedEx.Com Interface

(Lets you print a shipping label and schedule a pick up.)

Go to: <http://www.fedex.com/us/>

(NOTE: the FedEx site does not seem to work with Netscape.)

On the upper left side of the page, click on Login to My FedEx (or click the link in this email).

Enter the following:

User ID: ToJSTOR

Password: Journals1

Click on the "login" button.

(NOTE: These IDs and passwords are case sensitive.)

On the next page, you'll see the following sections:

My Shipment Profiles:

Select: Lehtisha Andrews, JSTOR

(Section 2 information will automatically be entered)

1. **From** – No need to edit

2. **To** – No need to edit

3. **Package & Shipment Details:**

Type of Service: Select FedEx Ground

Type of Packaging: Choose from drop down menu

Number of Packages: Enter Total

Indicate if Packages are Identical

(If the packages are not identical, additional information will need to be entered and a table will appear. Please enter specific package information as table indicates.)

Ship Date: Specify. (Ground shipment are frequently picked up on the following day.)

4. **Billing Details:**

Bill Transportation to: No Need to Edit

Your Reference: Enter the name of your institution or organization.

Special Services – No need to edit

JSTOR SHIPPING INSTRUCTIONS

(continued)

Pick Up/Drop Off – Select Schedule a Pickup and follow Fedex instructions. You will need to enter the address information of your desired pick up location.

Email Notifications – Please leave pre-set defaults.

If you would like to be notified of the shipment progress please click “Add Additional Recipients” where you can add your email for notifications.

5. Continue Your Shipment: No need to check either box.

Click SHIP / Verify Shipment Details / Click SHIP

Print. (Please ensure that “label” has been selected before printing. There is no need to print a receipt.)

Affix Printed Barcode Shipping Label to box.

****Airbill will print JSTOR as the sender, therefore you will NOT be charged in any way. It will appear as though we are sending ourselves a shipment.**** The Sender address should be JSTOR's, not yours.

Directions For Shipping Materials To JSTOR Via Federal Express- (Paper Airbill)

The following is the address to which the materials should be sent:

Lehtisha Andrews
JSTOR
301 E. Liberty Street, Suite 310
Ann Arbor, MI 48104-2262

Telephone: (734) 887.7034
Facsimile: (734) 998-6547
E-Mail Address: lehtisha.andrews@ithaka.org

When shipping via Federal Express, please use the following information when filling out the Federal Express USA (domestic) Airbill:

SERVICE (Item Number 4a on FedEx USA Airbill): FedEx 2Day

PAYMENT (Item Number 7 on FedEx USA Airbill): check box indicating
"Bill to 3rd party"

FEDEX ACCOUNT NUMBER (Item Number 7 on FedEx USA Airbill): 3235-1112-8

Please do NOT check box "For Saturday Delivery"

For other items on the airbill, please follow the directions as listed on the form. When shipment is ready, please notify Lehtisha or Jason of its departure via email.

If possible, please include the FedEx tracking number (from the paper airbill) in your email.

If questions arise, please do not hesitate to contact Lehtisha or Jason.

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Revenue Sharing Rider

This Revenue Sharing Rider ("the Rider") is an addendum to and incorporates by reference all of the terms of the Agreement entitled JSTOR PUBLICATION LICENSE AGREEMENT ("the Agreement") between JSTOR and _____ ("Licensor").

DEFINITIONS:

"Annual Access Fees" shall mean recurring annual fees collected by JSTOR from academic and non-commercial organizations for participation in the JSTOR Collections identified in the Collections Schedule of this Revenue Sharing Rider attached hereto, as updated periodically by JSTOR.

"Available Journals" shall mean journals available to users as part of the JSTOR archive before August 1st of any given year and which have a Moving Wall of less than or equal to seven (7) years as specified in the Agreement.

"Vested Journals" shall mean journals with Moving Walls less than or equal to seven (7) years that have been available to users as part of the JSTOR archive for at least five (5) years. For example, for the year 2008, journals that were released in 2003 or earlier would constitute Vested Journals.

PART I: Publisher Revenue Pool

JSTOR will distribute to Licensor, or such other entity as Licensor may designate, on an annual basis, a portion of the Publisher Revenue Pool (as defined below) on the following terms:

1. The Publisher Revenue Pool, to be established at the beginning of each calendar year, will equal fifteen percent (15%) of the total gross Annual Access Fees paid during the preceding calendar year.
2. Available Journals are eligible to receive a distribution from the Publisher Revenue Pool at the beginning of the following calendar year. For example, a journal with a 5-year moving wall made available in the JSTOR archive on or before July 31, 2008 shall receive payment in the beginning of 2009.
3. Each Available Journal's distribution of the Publisher Revenue Pool will be calculated as follows:

Step 1: Each Available Journal will be assigned a page unit based on the following scale: A journal containing up to 20,000 pages shall be assigned one (1) page unit, a journal containing from 20,001 to 40,000 pages shall be assigned two (2) page units, and a journal containing more than 40,000 pages shall be assigned three (3) page units.

For example: Journal ABC, comprised of 18,000 pages, has 1 page unit.

Step 2: Each Available Journal will be assigned a number of shares of the Publisher Revenue Pool ("Pool Shares") by multiplying the number of page units by the number of participating institutions with access to such journal.

For example: If 300 institutions have access to Journal ABC, then Journal ABC has 300 Pool Shares (300 institutions x 1 page unit).

Step 3: The monetary value of a single Pool Share will be determined by dividing the Publisher Revenue Pool by the total Pool Shares for all Available Journals.

For example: If the Publisher Revenue Pool is \$100,000 and there is an aggregate of 50,000 Pool Shares, then the value of a single Pool Share is \$2.00.

Step 4: Finally, each Available Journal's distribution of the Publisher Revenue Pool will be calculated by multiplying such journal's Pool Shares by the monetary value of a single Pool Share.

For example: Journal ABC's distribution will be \$600 (\$2.00 x 300 Pool Shares).

PART II: Moving Wall Supplemental Payment

If during the preceding calendar year, total Annual Access Fees are equal to or greater than \$13 million, JSTOR shall make an additional payment for all Available Journals with a Moving Wall equal to or less than 5 years as specified in the Agreement. This additional payment shall equal \$2,000 for Available Journals with a Moving Wall of 0-3 years and \$1,300 for Available Journals with a Moving Wall of 4-5 years.

PART III: Distribution from Additional Publisher Revenue Pool

If during the preceding calendar year, the total Annual Access Fees are equal to or greater than \$24 million, JSTOR shall make an additional distribution for all Vested Journals. The distribution shall be made from the Additional Publisher Revenue Pool, which shall equal five percent (5%) of gross Annual Access Fees from the preceding calendar year. This distribution will consist of two components:

1. Twenty percent (20%) of the Additional Publisher Revenue Pool will be designated as the Additional Publisher Revenue Pool Page Count Component, and will be divided among Vested Journals whose back runs are longer than 80,000 pages. These Vested Journals will be assigned to Page Tiers, as follows:

- Over 320,000 pages equals Page Tier I
- 160,001-320,000 pages equals Page Tier II
- 80,001-160,000 pages equals Page Tier III

Each page tier will receive thirty-three and one-third percent (33.33%) of the Page Count Component. Journals in each tier will receive an allocation based on the percentage of pages they represent to that tier.

For example: If the Page Count Component equals \$240,000, each page tier will receive an allocation of \$80,000. Journal ABC has 165,000 pages in the archive and comprises 1% of the pages in Page Tier II. It will receive \$800 from the Page Count Component.

2. Eighty percent (80%) of the Additional Publisher Revenue Pool will be designated as the Additional Publisher Revenue Pool Usage Component, and will be divided among Vested Journals based on usage. For the years 2008 and 2009 Vested Journals will be assigned to Usage Tiers, as follows:

- More than 1,000,000 Journal Usages per year equals Usage Tier I
- 500,001-1,000,000 Journal Usages per year equals Usage Tier II
- Less than or equal to 500,000 Journal Usages per year equals Usage Tier III

Beginning in 2010 and going forward Usage thresholds shall change each calendar year based on the percentage increase or decrease of average Journal Usage per journal in a three-year period.

For example: If average Journal Usage for the years 2007, 2008, and 2009 equals 100,000 and the average Journal Usage for the years 2008, 2009, and 2010 equals 110,000, then for the year 2010, the above-described Usage Tiers shall be increased by 10%.

Each usage tier will receive thirty-three and one-third percent (33.33%) of the Usage Component. Vested Journals in each tier will receive an allocation based on the percentage of usage they represent to that tier.

For example: If the Usage Component equals \$960,000, each usage tier will receive an allocation of \$320,000. Journal ABC has 530,000 Journal Usages for calendar year 2008 and comprises 1% of the total Journal Usages in Usage Tier II. It will receive \$3,200 from the Usage Component.

3. Each Vested Journal with page counts of over 80,000 pages shall receive the sum of its share of the Page Count Component and its share of the Usage Component as its allocation from the Additional Publisher Revenue Pool.

4. Each Vested Journal with page counts less than or equal to 80,000 pages shall receive its share of the Usage Component as its allocation from the Additional Publisher Revenue Pool.

DISTRIBUTION OF PAYMENTS:

Any distributions made to Publication(s) are in consideration for Licensor's ongoing participation in JSTOR, the inclusion of Publication(s) as a collective work in the JSTOR archive, and the furtherance of JSTOR's mission.

Any distributions shall be made in accordance with the information provided by Licensor on the Payment Information form or as otherwise designated in writing and provided to JSTOR by Licensor. JSTOR reserves the right to deduct from all distributions payable to certain non-U.S. Licensors any sums which it is obliged by law to deduct by way of withholding taxes. Where applicable, JSTOR shall provide non-U.S. Licensors with forms that may provide an exemption from this requirement or significantly reduce the amount of tax withheld. Notwithstanding the foregoing and to the extent applicable, Licensor shall be responsible for fulfilling its income and related tax obligations with respect to any distributions. JSTOR reserves the right to modify the provisions of this Rider on reasonable notice to Licensor.

All other terms of the Agreement shall remain in full force and effect.

**Collections Schedule A:
List of Available JSTOR Collections**

Arts & Sciences I
Arts & Sciences II
Arts & Sciences III
Arts & Sciences IV
Arts & Sciences Complement
Arts & Sciences V
Arts & Sciences VI
Arts & Sciences VII
Biological Sciences
Business
Business II
Ecology & Botany
Health & General Sciences
Language & Literature
Life Sciences
Mathematics & Statistics
Music
Public Library I
Public Library II

Payment Information

JSTOR shall make distribution checks payable to:

Address to which payments shall be sent:

Organization: _____

Contact: _____

Street: _____

City/State/Zip code: _____

Country: _____

Telephone: _____

Fax: _____

Email: _____