**Rider to The Johns Hopkins University Press E-Book Resale Agreement:**

 **Portico**

This Portico Digital Preservation Service Rider (“Rider”), dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2012, to The Johns Hopkins University Press E-Book Resale Agreement (“Agreement”), by and between The Johns Hopkins University (“JHUP”), whose address is 2715 North Charles St, Baltimore, MD 21218 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Publisher”), whose primary business address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 is entered into as of the date it has been signed by both parties (“Effective Date”).

NOW, THEREFORE, JHUP and the Publisher agree as follows

# KEY DEFINITIONS and GRANT OF RIGHTS

*Portico:* a community-driven digital preservation service for e-journals, e-books, and other scholarly e-content. Portico preserves scholarly literature published in electronic form and ensures that these materials remain accessible for future scholars, researchers, and students.

*Publisher:* the party that legally has or acts as agent for the owner of the intellectual property rights of an Electronic Book or Books and that is authorized to grant a nonexclusive worldwide license to include the Electronic Books in the Project MUSE Database.

Publisher represents and warrants that it has all rights, title, interests and authority necessary to grant JHUP the right to archive Publisher’s Electronic Book content in Portico. Publisher hereby grants to JHUP the right to authorize Project MUSE to provide copies of Publisher’s Electronic Book content to Portico for the purposes of archiving and preservation to be released from the Portico archive to licensed Portico participants in the unlikely event that the Publisher’s Electronic Book content is no longer available for the reasons: the Publisher is no longer in business, the Electronic Book content is no longer offered, or the Publisher, due to catastrophic failure, is no longer able to provide access to the content for a certain period of time due to technical difficulties or any business interruption, bankruptcy, insolvency, receivership or business failure under the terms set forth in the agreement between JHUP and Portico (the “Portico Agreement”), as may be amended from time to time.

# TERM

This Rider will remain in full force and effect for a period of three (3) years from the Effective Date. Subject to all other termination provisions of The Johns Hopkins University Press E-Book Resale Agreement not hereby specifically modified, the terms of this Rider will automatically renew for successive terms of one (1) year. In the event of termination of this Rider, pursuant to the Portico Agreement, Portico may archive the Publisher’s Electronic Book content for which Portico has received the electronic files as of the effective date of termination and continue to retain, migrate and deliver copies of the archival versions of the Electronic Book content to Portico’s authorized users in accordance with the terms of the Portico Agreement.

1. **PORTICO**

JHUP will provide Portico with copies of Publisher’s Electronic Book content and Project MUSE-created metadata in a form mutually agreed upon by JHUP and Portico, as specified in the Portico Agreement, and as amended from time to time.

The full cost of participating in the Portico Preservation Service, including one-time setup fee(s) and annual archive contribution, shall be paid by JHUP

IN WITNESS THEREOF, JHUP and Publisher have executed this Agreement intending to be legally bound hereby

SIGNATURE DATE

Kathleen Keane

DIRECTOR, THE JOHNS HOPKINS UNIVERSITY PRESS

AUTHORIZED PUBLISHER’S SIGNATORY DATE

PRINT NAME

TITLE