

2019 TERMS AND CONDITIONS OF USE: Journal of Political Economy, The University of Chicago Press Journals.

Last updated 6/4/2018

The following Terms and Conditions of Use apply to use of the website of the University of Chicago Press Journals Division (the "Press"). Your use of the website indicates your acceptance of these Terms and Conditions of Use. Refusal or failure to abide by these Terms and Conditions of Use may result in suspension or termination of access.

If your use of the website is governed by a separate agreement, such as an institutional license or membership agreement, then the Terms and Conditions of Use of that agreement will prevail. Please consult your access administrator for more information or contact the Press at journalsupport@press.uchicago.edu.

1. DEFINITIONS:

1.1. "Journal": the electronic edition of a scholarly journal published by the Press whether on its own behalf or on behalf of a scholarly society or other publishing partner.

1.2. "Content": all materials made available by the Press on its website, including both editorial content in the Journal, such as articles, editorials, book reviews, announcements, and supplementary and associated electronic materials, and non-editorial content such as information about the Journal, announcements, and advertisements, and including both content that is made available for a subscription or purchase fee and content that is freely accessible.

1.3. "Article": any editorial, book review, letter, or other discrete work contained in the Journal.

1.4. "Institutional Subscriber": a university, enterprise, consortium, or other organization which has paid in full all subscription and other fees charged by the Press.

1.5. "Authorized User": any user granted access to the Content by the Press, including but not limited to (i) an individual who has purchased, registered for, or otherwise been granted access to one or more Journals, in whole or in part, (ii) a member of a society or other sponsor of a Journal published by the Press, (iii) a member of an Institutional Subscriber, (iv) a member of a former Institutional Subscriber which has requested post-cancellation access and which has paid in full any fees charged by the Press for such access, or (v) any individual user of content on the Press's website that is free of charge. Members of an Institutional Subscriber are limited to currently enrolled students; current and emeritus research and teaching staff; affiliated and visiting researchers; current full-time and part-time employees, both regular and contract; on-site users of the institution's library and campus computer

network facilities; and any other users agreed to in writing by the Press and the institution. Members of an Institutional Subscriber may access the Content from remote locations, provided they are first authenticated by the Institutional Subscriber as Authorized Users.

2. ACCESS TO THE CONTENT:

2.1. Access by Authorized Users of an Institutional Subscriber shall be governed by these Terms and Conditions of Use and any license agreement between the Press and the Institutional Subscriber. In the event of any conflict between these Terms and Conditions of Use and the license agreement, the latter shall prevail.

2.2. Institutional Subscribers are responsible for undertaking reasonable measures to prevent access by unauthorized persons to authorized IP addresses, and are responsible for terminating any unauthorized access of which the institution has actual notice or knowledge. Institutional Subscribers will not be held responsible for unauthorized use of the Content provided (i) such use is without the express or implied consent of the Institutional Subscriber; (ii) the Institutional Subscriber promptly notifies the Press of any such use of which it becomes aware; and (iii) the Institutional Subscriber takes all reasonable steps to terminate such activity promptly. The Press reserves the right to deny access immediately if unauthorized use is detected or suspected; however, denial of access will be limited, to the extent practicable, to the IP address(es) from which the activity originated. The Press agrees to notify promptly the Institutional Subscriber of any denial of access; to cooperate with the Institutional Subscriber in terminating such activity; and to restore access to the affected IP address(es) within one business day of successful resolution of the situation. Failure to take reasonable steps to terminate unauthorized activity within thirty (30) days of notice from the Press of such activity or repeated usage violation from the authorized IP addresses of the Institutional Subscriber may result in suspension or termination of access.

2.3. Authorized Users may not authorize use of the Journal by anyone who is not an authorized user. Usernames and passwords for access to the Journal are for the personal use of the subscriber or society member and may not be shared.

2.4. The Press reserves the right to deny access to a username or password immediately if unauthorized use is detected or suspected, and to use its best efforts to notify the subscriber or society member of any denial of access. The Press agrees to restore access to the username and password within one business day of successful resolution of the situation.

2.5 The Press website will meet the generally accepted requirements of W3C AA and U.S. federal Section 508 accessibility standards. The Press and its platform provider Atypon are not responsible for maintaining third-party software integrated into the website for accessibility compatibility. Certain accessibility requirements for W3C AA and Section 508 are subject to interpretation and the interpretation of Atypon shall in all such cases be the

accepted interpretation for the purpose of accessibility compliance. Upon request, Atypon will provide references to Institutional Subscribers and resources that can provide a site accessibility audit. Institutional Subscribers have the right to adapt the Content for its Authorized Users in order to comply with federal and state accessibility law.

3. PERMITTED USE OF THE CONTENT:

3.1. Any Authorized User may search, view, download, copy, and save Content as set forth below.

3.1.1. An Authorized User may use the Content for personal scholarly or research activities, including printing, downloading, and saving of single copies of individual Articles for private use or research.

3.1.2. An Authorized User may transmit a printed or electronic copy of any single Article, in whole or in part, to an individual who is not an Authorized User provided such transmission is (i) not for compensation, (ii) for purposes of scholarly exchange of ideas, and (iii) not part of any systematic provision of Content to such individual or any third party. Transmission of Articles via publicly accessible websites, social media, or article-sharing platforms including, but not limited to, Facebook, Twitter, LinkedIn, Academia.edu, SSRN, and ResearchGate, is prohibited.

3.1.3. An Institutional Subscriber may copy or print Articles on behalf of its members as set forth in sections 3.1.1 and 3.1.2, and may charge a reasonable fee to recover the costs of such activity.

3.1.4. *Classroom use:* Members of an Institutional Subscriber may make multiple copies of individual Articles or link to Articles for classroom use. Members of an Institutional Subscriber may place individual Articles on print or electronic reserve or a learning management platform, provided that access to Articles is restricted to Authorized Users. All other copying for classroom and education use beyond the fair use provisions of Section 107 of the U.S. Copyright Act (or equivalent national copyright legislation for non-U.S. Institutional Subscribers) requires written permission from the Press.

3.1.5. *Interlibrary loan:* An Institutional Subscriber may fulfill requests for interlibrary loan of Content with the same limitations that apply to paper copies for that purpose made from the print edition of the journals. Specifically, copies must be made in compliance with Section 108 of the U.S. Copyright Act and with CONTU guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (or equivalent national copyright legislation for non-U.S. Institutional Subscribers). Requests may be fulfilled using electronic, paper, or intermediated means.

3.1.6. An Institutional Subscriber may provide printed or electronic copies of Content to national or international regulatory authorities for the purposes of, or in anticipation of,

regulatory approval or patent and/or trademark applications or other legal or regulatory purposes in respect of the Institutional Subscriber's products or services, provided that such regulatory purposes do not amount to commercial redistribution.

3.1.6.1. An Institutional Subscriber may use the Content in print or electronic form, including screenshots of the Press website, for internal training purposes.

3.1.7. *Text and data mining:* Authorized Users may use the Content to perform and engage in text and/or data mining for academic research, scholarship, and other educational purposes, utilize and share the results of text and/or data mining in their scholarly work, and make the results available for others, so long as the purpose is not to create a product for use by third parties that would substitute for a subscription to the Content. If the text and/or data mining activity requires use of automated software or the downloading, printing, or storage of a substantial portion of the Content, the Authorized User must apply for approval from the Press prior to any such activity. Such approval shall not be unreasonably withheld, but the Press reserves the right to impose reasonable restrictions and/or assess an administrative fee to cover costs of time and materials.

3.1.8. *Authors' rights to use their own work:* Authors affiliated with an Institutional Subscriber whose work is accepted for publication within the Journals shall retain the non-exclusive, irrevocable, royalty-free right to use their work(s) for scholarly and educational purposes, including self-archiving or depositing the works(s) in non-commercial institutional, subject-based, national, or other open repositories or archives (including author's own web pages or departmental servers), and to comply with all grant or institutional requirements associated with the work, provided such use is consistent with the terms and conditions of each author's publication agreement for the work and with the University of Chicago Press Guidelines for Journal Authors' Rights, the text of which is available on the Press's website or upon request from the Press.

3.1.9. *LOCKSS:* An Institutional Subscriber may use the LOCKSS system to archive and restore the Journal, so long as such use is otherwise consistent with the terms and conditions of use set forth herein. In using the LOCKSS system, the Journal may be made available to other LOCKSS system participants who indicate a right to that Journal.

3.1.10. An Authorized user may make fair use of the Content under Section 107 of the U.S. Copyright Act, educational exceptions, or other similar provisions of the copyright laws or other intellectual property rights laws in the United States (or equivalent national copyright legislation for non-U.S. Institutional Subscribers).

3.2. All copyright and other notices contained in the Content must be maintained when Content is used as set forth herein.

3.3. Some Content may be made available under license terms as indicated on the Content that permit certain uses that are otherwise prohibited by these Terms and Conditions of Use.

4. PROHIBITED USES OF THE CONTENT:

4.1. Any use not set forth as permitted in these Terms and Conditions of Use is prohibited without the express written permission of the Press and may result in suspension or termination of access. Prohibited uses include but are not limited to the following.

4.1.1. Recompilation or manipulation of the Content beyond the permitted scope set forth in section 3.1.

4.1.2. Preparation of derivative works, republication, or publication in another format beyond the scope of fair use under Section 107 of the U.S. Copyright Act (or equivalent national copyright legislation for non-U.S. Institutional Subscribers).

4.1.3. Distribution of the Content for advertising or other marketing purposes.

4.1.4. Exploitation of the Content for commercial gain, including but not limited to the licensing or sale of Content.

4.1.5. Provision of access to the Content to individuals or entities who are not Authorized Users, except as set forth in section 3.1.

4.1.6. Any attempt to override, circumvent, or disable encryption or security features employed in the Content or on the Press's website.

4.1.7. Use of automated software to access, download, or make copies of Content, except as set forth in section 3.1 or otherwise agreed to by the Press.

4.2. The University of Chicago Press does not authorize the use of any Content for which the Press does not hold copyright or administer copyright on behalf of the copyright holder, beyond the scope of fair use under Section 107 of the U.S. Copyright Act (or equivalent national copyright legislation for non-U.S. Institutional Subscribers).

5. POST-CANCELLATION ACCESS:

5.1. The Press provides post-cancellation access for Institutional Subscribers only to born-digital issues of the Journal published during the term of the subscription.

5.2. Post-cancellation access does not apply to issues that were published prior to the term of the subscription, to which retroactive access was provided to the Institutional Subscribers as a benefit of an active subscription. Post-cancellation access does not apply to issues that were originally published in print only and subsequently digitized

5.3. Archival issues digitized by JSTOR are hosted by the Press pursuant to an agreement

between JSTOR and the Press. Access to these issues is provided only to Institutional Subscribers who hold an active full-run subscription. Post-cancellation access does not apply to these issues.

5.4. Post-cancellation access will be made available through the Press website as long as the Press holds publishing rights to the Journal. Post-cancellation access will continue to be made available following termination of the Press's publishing agreement for the Journal if such rights are granted to the Press by the Journal's owner. If the Press no longer holds rights to the Journal that would allow the Press to provide post-cancellation access, provision of such access will transfer to the Journal's owner or its agent, or to an appropriate third-party provider.

6. DISCLAIMERS:

6.1. The Press does not warrant that the Content will be accessible in any particular hardware/software environment. The Press does not warrant the accuracy or completeness of any information contained in the Content, or its merchantability or fitness for a particular purpose.

6.2. The Press will have no liability to any person for any loss or damage arising out of use of, or inability to use, the Content.

6.3. The Press will make reasonable efforts to make the Content available on a 24-hour basis, excluding normal network administration and system down time, but if access is suspended or interrupted, liability will be limited to restoring access as soon as practicable.

7. PRIVACY POLICY:

7.1. The Press safeguards the privacy and personal information of individuals as described in the Privacy Notice posted on the Press's website at <http://www.press.uchicago.edu/press/privacy.html>.

8. GENERAL:

8.1. DMCA notifications: The Press complies with the U.S. Digital Millennium Copyright Act by responding to notices of alleged infringement. If you are a copyright holder or an agent thereof and believe that Content on our website infringes your copyright, please send notification pursuant to section 512 (c) of the DMCA to the University of Chicago Press, Journals Division, 1427 East 60th Street, Chicago, Illinois 60637, USA. The Press may remove such Content pending the resolution of a claim of infringement made under the provisions of the DMCA.

8.2. The Press may amend or supplement these Terms and Conditions of Use from time to

time. Notification of any such change will be announced on the Press's website or by other such means of communications as are practicable.

8.3. If any provision of these Terms and Conditions of Use is determined to be invalid by a court of competent jurisdiction, that will in no way invalidate any other provision hereof.