

**caa.reviews INSTITUTIONAL SUBSCRIPTION AGREEMENT**

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("Subscriber")

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**CAA Institutional Member ID Number:** \_\_\_\_\_

**Agreement Date:** \_\_\_\_\_  
("Effective Date")

**Annual caa.reviews Access Fee: \$250 ("Access Fee")**

THIS FEE DOES NOT INCLUDE CAA MEMBERSHIP DUES. For membership pricing information, please see <http://www.collegeart.org/membership/institution.html> or contact CAA's member services department at [memsvcs@collegeart.org](mailto:memsvcs@collegeart.org) or 212-691-1051, ext. 12.

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**Subscriber Technical Contact:**  
(responsible for providing authentication information)  
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**Address:** \_\_\_\_\_  
\_\_\_\_\_  
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For further information:  
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College Art Association, 275 Seventh Avenue, 18th Floor, New York, NY 10001  
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**The parties agree to be bound by this Institutional Subscription Agreement, including the attached Terms and Conditions and Technical Information Appendix.**

**SUBSCRIBER**  
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**NAME:** \_\_\_\_\_  
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**DATE:** \_\_\_\_\_

**COLLEGE ART ASSOCIATION**  
**BY:** \_\_\_\_\_  
**NAME:** Linda Downs  
**TITLE:** Executive Director  
**DATE:** \_\_\_\_\_

## TERMS AND CONDITIONS

### I. Terms of Subscription

*caa.reviews* is published by the College Art Association (“CAA” or the “Association”) as an online digital review of books, exhibitions, and other subjects in the field of the visual arts. CAA may add content to, or withdraw content from, *caa.reviews* at its discretion at any time. Information concerning the content of *caa.reviews* is available at [www.caareviews.org](http://www.caareviews.org). Information about levels of membership in CAA and associated benefits is available at <http://www.collegeart.org/membership/institution.html>.

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CAA shall make *caa.reviews* available online in digital form to Subscriber and its Authorized Users within thirty (30) days of receipt by the Association of a completed Enrollment Form, including the payment of the Access Fee, and Technical Information Appendix, provided that Subscriber’s institutional membership shall have been paid in full. For purposes of the Agreement, “Authorized Users” include, as designated by Subscriber or its parent institution, individuals who are permitted to access Subscriber’s or its parent institution’s secure network. As used in the Agreement, a “secure network” is a network, whether a separate physical network or a virtual network, which is only accessible to Authorized Users, where the identity of such Authorized Users is authenticated at the time of log-in and periodically thereafter and whose conduct is subject to oversight by, and separate terms and conditions with, Subscriber or its parent institution.

Subscriber or its parent institution is responsible for issuing each Authorized User a unique password or other authentication to obtain access to the secure network and for ensuring that no unauthorized users have access to *caa.reviews* through such network. Subscriber is liable for any breaches of security or unauthorized uses that may arise from any such unauthorized access.

The Agreement may cover Authorized Users who are located at, or who may access the secure network through, multiple sites or locations (such as libraries, studio art, art history and digital media departments) of a single institution. Subscriber may not provide access to users at campuses other than its own (e.g., at another university in a statewide university system) under the Agreement. A separate Enrollment Form must be completed for each campus.

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### III. Payment Terms

Subscriber must pay the annual Access Fee in addition to its CAA Institutional Membership dues. The Access Fee may be increased by the Association each year. The Access Fee may be paid by check or credit card in United States Dollars.

### IV. Term and Termination

The Agreement shall continue in effect from the Effective Date until the date of Subscriber’s renewal of its CAA Institutional Membership (the “Initial Term”). After the Initial Term, the Agreement shall be automatically renewed annually, for successive twelve (12)-month terms, upon Subscriber’s payment of its Institutional Membership dues and the Access Fee, except that, for any reason, the Subscriber may choose not to renew the Agreement. After the Initial Term, upon annual renewal, the term of the Agreement shall run concurrently with the period of Subscriber’s Institutional Membership.

CAA may, at its discretion, terminate the offering of *caa.reviews* at any time. In the event that either party believes that the other is in material breach of any obligations under the Agreement, including, in the case of Subscriber, its failure to pay its Institutional Membership dues or the Access Fees, then such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the

non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30)-day period, the non-breaching party shall have the right to suspend or terminate the Agreement without further notice. In addition, CAA may terminate Subscriber's access to *caa.reviews* immediately if, in CAA's reasonable opinion, the cumulative effect of violations of the Terms and Conditions of Use by Authorized Users justifies such termination.

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WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL SUBSCRIBER BE ENTITLED TO ANY REFUND OR CREDIT FOR ANY INTERRUPTION IN, OR INACCESSIBILITY TO, ANY CONTENT OF *CAA.REVIEWS*.

## **VI. Miscellaneous Provisions**

The Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of the Agreement, whether oral or written.

Amendments to this Agreement are valid only if they are in writing and signed by both parties.

The Agreement may not be assigned by either party to any other person or entity.

Any notices to be served on either of the parties by the other shall be sent by overnight courier (such as Federal Express), by facsimile (with evidence of confirmation of receipt) or by mail to the address of the addressee as set out on the Enrollment Form.

The invalidity or unenforceability of any provision of the Agreement shall not affect the continuation or enforceability of the remainder of the Agreement.

Either party's waiver, or failure to require performance by the other, of any provision of the Agreement will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

The Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of laws. The parties irrevocably agree that any dispute arising out of or in connection with the Agreement will be subject to the exclusive jurisdiction of the state and federal courts of the County of New York, New York and each expressly waives any objection to the exercise of jurisdiction by such courts.

**TECHNICAL INFORMATION APPENDIX**

**Subscriber:** \_\_\_\_\_

**CAA Institutional Member ID Number:** \_\_\_\_\_

Please fill out the information below and submit it to CAA with the Enrollment Form. Subscriber is responsible for ensuring that this information remains current.

**IP Information (addresses or domain ranges for computers through which Authorized Users will be able to obtain access):**

Please set forth the IP information for each location through which Authorized Users will be able to obtain access. IP addresses listed below should pertain only to Subscriber's (or its parent institution's) secure network. If IP information is not available upon completing this Agreement, CAA staff will contact the Subscriber Technical Contact set forth on the Enrollment Form to obtain the information and initiate access. CAA reserves the right to delay access to *caa.reviews* without extension of the Term or to cancel the Agreement if adequate IP information is not provided. Please attach a separate sheet if more space is required.

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