

# STANDARD LICENSE AGREEMENT

CAMBRIDGE UNIVERSITY PRESS  
AND  
REGENTS OF THE UNIVERSITY OF CALIFORNIA

This License Agreement (this "Agreement") is made effective as of October 11, 2001 (the "Effective Date") between **Cambridge University Press** of 40 West 20<sup>th</sup> Street, New York, NY, 10011, USA, ("Licensor") and The Regents of the University of California, a non-profit academic institution, with its principal offices at The California Digital Library, 415 20<sup>th</sup> Street, 4<sup>th</sup> floor, Oakland, CA 94612, USA ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE

The materials that are the subject of this Agreement shall consist of electronic information published by Licensor as shown in Appendix A (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Licensor hereby grants to Licensee the non-exclusive right to use the Licensed Materials and to provide the Licensed Materials to Authorized Users in accordance with the terms and conditions of this Agreement.

## II. DELIVERY/ACCESS OF LICENSED MATERIALS TO LICENSEE

Licensor will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized locations of Licensee as specified in Appendix B.

## III. FEES

Licensee shall make payment to Licensor for use of the Licensed Materials as follows:

See Appendix A.

All fees are due and payable by Licensee sixty (60) days after the date of invoice from Licensor.

#### **IV. AUTHORIZED USE OF LICENSED MATERIALS**

**Authorized Users.** "Authorized Users" are:

**Persons Affiliated with the University of California.** Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee and the institution of which it is a part, regardless of the physical location of such persons. For campus locations see Appendix B.

**Walk-ins.** Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

**Access by and Authentication of Authorized Users.** Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

**IP Addresses.** Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to Licensor.

**Authorized Uses.** Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international copyright laws. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

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**Digitally Copy.** Licensee and Authorized Users may download and digitally copy for their personal use or that of another Authorized User a reasonable portion of the Licensed Materials.

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**Recover Copying Costs.** Licensee may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.

**Archival/Backup Copy.** Upon request of Licensee, Licensee may receive from Licensor and/or create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement, or as required to exercise Licensee's rights under section XI, 'Perpetual License', of this Agreement.

**Course Packs.** Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of electronic course packs or other educational materials. Electronic Course Packs are to be destroyed at the end of each course.

Electronic Links. Licensee may provide electronic links to the Licensed Materials from Licensee's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensors staff will assist Licensee upon request in creating such links effectively. Licensee agrees to make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensors. Licensors will also provide means for Licensee to link directly from records in Licensee's bibliographic computing systems to the content in the Licensed Materials at the title, issue, and article levels, using standard Internet communications and applications protocols, and such other methods as may be agreed to by Licensors and Licensee.

Interlibrary Loan. Licensee may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan, as provided under (2) below.

(1) Upon an adequate consideration from the Licensors, Licensee agrees to maintain records respecting Licensee's use of Materials in such Interlibrary Loans and to provide such records to Licensors upon request.

(2) Licensee agrees to fulfill such requests by paper copy only (that is, non-electronic) and in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and the Guidelines for the Proviso of Subsection 108(2g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

#### **Amount of Authorized Use.**

Unlimited Access. Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited access to the Licensed Materials.

### **V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS**

Unauthorized Use. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify, manipulate, or create a derivative work of the Licensed Materials without the prior written permission of Licensors.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs.

## **VI. MUTUAL PERFORMANCE OBLIGATIONS**

User Surveys. Licensee and Licensor shall cooperate on the preparation and provision of user surveys to solicit feedback on the Licensed Materials from Authorized Users.

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Implementation of Developing Security Protocols. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

## **VII. LICENSOR PERFORMANCE OBLIGATIONS**

Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

Documentation. Licensor will provide and maintain help files and other appropriate user documentation. Help files are available at the Cambridge Journals Online site.

Training and Support. Licensor will offer installation support, including assisting with the implementation of any Licensor software. Licensor will provide appropriate training to Licensee staff relating to the use of the Licensed Materials and any Licensor software. Licensor will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email, or for serious problems, by phone during regular Eastern Time business hours, Monday through Friday for feedback, problem-solving, or general questions.

Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's locale.

Licensor shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of Licensor, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Licensee and its Authorized Users.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify Licensors, and Licensors shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensors fail to repair the nonconformity in a reasonable time, Licensors shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed by Licensee under this Agreement.

Notification of Modifications of Licensed Materials. Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by Licensors and/or that portions of the Licensed Materials may migrate to other formats. Licensors shall give a ninety (90) day notice of any such changes to Licensee. Failure by Licensors to provide such notice shall be grounds for immediate termination of the Agreement by Licensee. Licensors will provide a pro rata discount of the basis price for any journals lost during the subscription period and will charge for existing journals Licensors acquires and makes available to Licensee during that period, as provided under Appendix A.

Completeness of Content. Where applicable, Licensors shall use reasonable efforts to ensure that the online content is equivalent to print versions of the Licensed Materials, represents complete, faithful and timely replications of the print versions of such Materials, and will cooperate with Licensee to identify and correct errors or omissions.

Continued Training. Licensors will provide regular system and project updates to Licensee as they become available. Licensors will provide additional training to Licensee staff made necessary by any updates or modifications to the Licensed Materials or any Licensors software.

Notice of Terms of "Click-Through" License Terms. In the event that Licensors requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as "click-through" licenses), Licensors shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such "click-through" licenses and this Agreement, the terms of this Agreement shall prevail.

## **VIII. LICENSEE PERFORMANCE OBLIGATIONS**

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Provision of Notice of Intellectual Property Right to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Licensors in

the Licensed Materials. Licensee shall promptly notify Licensor of any infringement that comes to Licensee's attention, and take appropriate steps to avoid its recurrence.

Protection from Unauthorized Use. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate such Authorized User's access to the Licensed Materials, (b) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing a thirty (30) day notice to Licensee and cooperation with the Licensee to avoid recurrence of any unauthorized use.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party.

#### **IX. TERM**

This Agreement shall continue in effect until December 31, 2003.

#### **X. RENEWAL**

This agreement shall be renewable at the end of the current term for a successive three-year term unless either party gives written notice of its intention not to renew sixty (60) days before expiration of the current term.

#### **XI. EARLY TERMINATION**

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) 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 sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated without prejudice to the rights of the Licensee and Authorized Users to continue to use the Licensed Materials already accessible prior to termination subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

## **XII. PERPETUAL LICENSE**

Notwithstanding anything else in this Agreement, Licensors hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement and which were published during the years that the license was in effect. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

## **XIII. WARRANTIES**

Subject to the Limitations set forth elsewhere in this Agreement:

Licensors warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

Licensors warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of ninety (90) days from delivery.

## **XIV. LIMITATIONS ON WARRANTIES**

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

Licensors makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensors disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensors makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensors further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

## **XV. INDEMNITIES**

The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

## **XVI. ASSIGNMENT AND TRANSFER**

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.

## **XVII. GOVERNING LAW**

This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in California shall have jurisdiction to hear any dispute under this Agreement.

## **XVIII. DISPUTE RESOLUTION**

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

**Mediation.** In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for

resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than sixty (60) days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

#### **XIX. FORCE MAJEURE**

Neither party shall be liable in damages or have the right to terminate 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 or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

#### **XX. ENTIRE AGREEMENT**

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.

#### **XXI. AMENDMENT**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

## **XXII. SEVERABILITY**

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.

## **XXIII. WAIVER OF CONTRACTUAL RIGHT**

Waiver of any provision herein shall not be deemed 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.

## **XXIV. NOTICES**

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

### **If to Licensor:**

Publisher  
Address of Publisher  
City of Publisher  
State of Publisher  
Country of Publisher  
Postal Code of Publisher

### **If to Licensee:**

Contract Notices to:

Director, Business Development  
California Digital Library  
415 20<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, CA 94612  
USA

Subscription maintenance, pricing, invoicing and renewal to:

California Digital Library Acquisitions  
Geisel Library  
University of California  
9500 Gilman Drive, Dept. 0175A  
LaJolla, CA 92093-1075

USA

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

**LICENSOR:**

BY: \_\_\_\_\_  
Signature of Authorized Signatory of Publisher

DATE: November 15, 2001

Print Name:

Title: Director

Address: 40 West 20th Street, New York, NY 10011

Telephone No.:

E-mail:

**LICENSEE:**

BY: \_\_\_\_\_  
Signature of Authorized Signatory of Licensee

DATE: November 6, 2001

Print Name:

Title: Director, Business Development

Address: University of California Office of the President  
California Digital Library  
415 20<sup>th</sup> Street, 4<sup>th</sup> Floor  
Oakland, CA 94612

Telephone :

E-mail:

## Appendix A

### Licensed Materials and Fees

#### I. Licensed Materials

##### Cambridge University Press Journals

ISSN	Title
0144-686X	Ageing and Society
0890-0604	AI EDAM
0956-5361	Ancient Mesoamerica
1367-9430	Animal Conservation
0003-4800	Annals of Human Genetics
0142-7164	Applied Psycholinguistics
	Archives européennes de sociologie/European Journal of Sociology/Europäisches
0003-9756	Archiv für Soziologie
0140-525X	Behavioral and Brain Sciences
1352-4658	Behavioural and Cognitive Psychotherapy
1366-7289	Bilingualism: Language and Cognition
1464-7931	Biological Reviews
0959-2709	Bird Conservation International
0007-0874	British Journal for the History of Science
0265-0517	British Journal of Music Education
0007-1234	British Journal of Political Science
0024-6093	Bulletin of the London Mathematical Society
0041-977X	Bulletin of the School of Oriental and African Studies
0008-1973	Cambridge Law Journal, The
0963-1801	Cambridge Quarterly of Healthcare Ethics
1360-6417	Child Psychology and Psychiatry Review
0009-4439	China Quarterly, The
0963-5483	Combinatorics, Probability & Computing
0010-4175	Comparative Studies in Society and History
0960-7773	Contemporary European History
0268-4160	Continuity and Change
0954-5794	Development and Psychopathology
0012-1622	Developmental Medicine and Child Neurology
0266-4666	Econometric Theory
0266-2671	Economics and Philosophy
0960-4286	Edinburgh Journal of Botany
1360-6743	English Language and Linguistics
0266-0784	English Today

1355-770X Environment and Development Economics  
 0376-8929 Environmental Conservation  
 0950-2688 Epidemiology and Infection  
 0143-3857 Ergodic Theory and Dynamical Systems  
 0956-7925 European Journal of Applied Mathematics  
 0967-0262 European Journal of Phycology  
 0014-4797 Experimental Agriculture  
 0958-0670 Experimental Physiology  
 1462-3994 Expert Reviews in Molecular Medicine  
 0965-5395 Fetal and Maternal Medicine Review  
 0968-5650 Financial History Review  
 0016-6723 Genetical Research  
 0016-7568 Geological Magazine  
 0017-0895 Glasgow Mathematical Journal  
 0017-8160 Harvard Theological Review  
 0018-246X Historical Journal, The  
 0020-7438 International Journal of Middle East Studies  
 1461-1457 International Journal of Neuropsychopharmacology  
 0266-4623 International Journal of Technology Assessment in Health Care  
 0020-8590 International Review of Social History  
 1468-1099 Japanese Journal of Political Science  
 0021-8537 Journal of African History, The  
 0221-8553 Journal of African Law  
 0021-8596 Journal of Agricultural Science  
 0021-8758 Journal of American Studies  
 0021-8782 Journal of Anatomy  
 0021-9320 Journal of Biosocial Science  
 0305-0009 Journal of Child Language  
 0021-9630 Journal of Child Psychology and Psychiatry  
 0022-0299 Journal of Dairy Research  
 0022-0469 Journal of Ecclesiastical History, The  
 0022-0507 Journal of Economic History  
 0022-1120 Journal of Fluid Mechanics  
 0959-2695 Journal of French Language Studies  
 0956-7968 Journal of Functional Programming  
 1470-5427 Journal of Germanic Linguistics  
 0022-216X Journal of Latin American Studies  
 0022-2267 Journal of Linguistics  
 0022-278X Journal of Modern African Studies, The  
 0373-4633 Journal of Navigation  
 0022-3751 Journal of Physiology

0022-3778 Journal of Plasma Physics  
 0143-814X Journal of Public Policy  
 0047-2794 Journal of Social Policy  
 0022-4634 Journal of Southeast Asian Studies  
 1355-6177 Journal of the International Neuropsychological Society  
 0024-6107 Journal of the London Mathematical Society  
 0025-3154 Journal of the Marine Biological Association of the United Kingdom  
 0266-4674 Journal of Tropical Ecology  
 0952-8369 Journal of Zoology  
 0269-8889 Knowledge Engineering Review, The  
 0047-4045 Language in Society  
 0954-3945 Language Variation and Change  
 0263-0346 Laser and Particle Beams  
 1352-3252 Legal Theory  
 1461-1570 LMS Journal of Computation and Mathematics  
 1365-1005 Macroeconomic Dynamics  
 0305-0041 Mathematical Proceedings of the Cambridge Philosophical Society  
 0960-1295 Mathematical Structures in Computer Science  
 1057-0608 Medieval Philosophy and Theology  
 1350-4827 Meteorological Applications  
 0026-749X Modern Asian Studies  
 0953-7562 Mycological Research  
 1351-3249 Natural Language Engineering  
 0028-6885 New Testament Studies  
 0266-464X New Theatre Quarterly  
 1355-7718 Organized Sound  
 0031-1820 Parasitology  
 0031-8191 Philosophy  
 0952-6757 Phonology  
 0961-1371 Plainsong and Medieval Music  
 0261-1430 Popular Music  
 0269-9648 Probability in the Engineering and Informational Sciences  
 0013-0915 Proceedings of the Edinburgh Mathematical Society  
 0024-6115 Proceedings of the London Mathematical Society  
 0033-2917 Psychological Medicine  
 0048-5772 Psychophysiology  
 0033-5835 Quarterly Reviews of Biophysics  
 0958-3440 ReCALL  
 0034-4125 Religious Studies  
 0962-2799 Reproductive Medicine Review  
 0260-2105 Review of International Studies

0959-2598	Reviews in Clinical Gerontology
1357-5309	Risk, Decision and Policy
1355-8382	RNA
0263-5747	Robotica
0956-7933	Rural History
0964-0282	Social Anthropology
0038-0385	Sociology
0898-588X	Studies in American Political Development
0272-2631	Studies in Second Language Acquisition
0040-5574	Theatre Survey
1471-0684	Theory and Practice of Logic Programming
0963-9268	Urban History
1060-1503	Victorian Literature and Culture
0952-5238	Visual Neuroscience
0950-0170	Work, Employment and Society
0967-1994	Zygote

## II. Fee

1. Under this Agreement the Licensee shall have e-access to the Licensed Materials listed above (that is, the Licensor's journals available in electronic format). In the event that the Licensor publishes any additional journals in electronic format before 31 December 2001 these shall be included in the Licensed Materials at no extra cost to the Licensee in 2001.

2. In 2001 the total Fee payable by the Licensee for the Licensed Materials shall be \$ being calculated as:

(i) \$ – a sum equal tot the total value of the Licensee's 2001 subscriptions to journals included in the Licensed Materials, excluding the value of any subscriptions for journals added to the Licensed Materials after the date of execution of this Agreement, which shall be free of charge in 2001 **plus**

(ii) – surcharge of for e-access to all Cambridge Journals Online titles.

3. In subsequent years of this Agreement the Fee for the Licensed Materials shall be calculated as set out in paragraphs 4ff. below.

4. The sums of shall form the 'Base Price' for the fee in 2002, and the said Base Price shall be increased by , subject to the adjustments set out in paragraph 5, to establish the Licensor's Fee for 2002.

5. Adjustments to the Base Price

(i) The total value of the Licensee's 2001 subscription(s) shall be deducted from the Base Price in respect of any journal(s) deleted from the Licensed Materials in 2002.

(ii) The value of the US\$ institutional subscription price for 2002 shall be added to the Base Price in respect of new journals that may be added to the Licensed Materials after the execution of this Agreement, excluding any start-up journals, which shall be included in the Licensed Materials free of charge in their first year of publication.

(iii) The Licensee may not refuse the addition of new journals to the Licensed Materials unless the net increase in the number of journals exceeds five (5). Where the net increase exceeds five (5) the Licensee shall select which five titles it adds to the Licensed Materials and may add titles in excess of five at its discretion.

(iv) Notwithstanding 5(iii) above, if the Licensee has had a 2001 subscription to a journal which may be added to the Licensed Materials in 2002, the Licensee shall pay the full subscription value of the Licensee's 2001 subscriptions or the US\$ institutional subscription price for 2002 for the said journal, whichever is the

6. The 2002 Base Price x shall be the Base Price for 2003, adjusted as provided under clause 5, except that the sum deducted for journals deleted from the Licensed Materials shall be calculated as the actual number of the Licensee's subscriptions in 2001 x US\$ institutional subscription price for 2003. The sum for additional journals included in the Licensed Materials shall be calculated as the US\$ institutional subscription price for 2003. Subject to 5(iv) above.

7. During the term of this Agreement the Licensee shall be granted a discount of off the US\$ institutional subscription price for any US institutional print subscriptions to the Licensor's journals that it renews or first takes out.

## Appendix B

### Campuses of the University of California and IP Addresses

University of California, Berkeley

University of California, Davis

University of California, Irvine

University of California, Los Angeles

University of California, Merced

University of California, Riverside

University of California, San Diego

University of California, San Francisco (provided free)

University of California, Santa Barbara

University of California, Santa Cruz

University of California Office of the President

University of California IP Addresses by Campus  
:rev. 10/29/01

UC Berkeley

**[Text deleted]**

**[Text deleted]**

UC Davis

**[Text deleted]**

UC Irvine

**[Text deleted]**

UC Los Angeles

**[Text deleted]**

UC Merced

UC Riverside

**[Text deleted]**

UC San Francisco

**[Text deleted]**

UC Santa Barbara

**[Text deleted]**

UC Santa Cruz

**[Text deleted]**

UC San Diego

**[Text deleted]**

UC OP - California Digital Library

**[Text deleted]**

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