

C O L U M B I A

U N I V E R S I T Y

P R E S S 

Columbia International Affairs Online (CIAO) Addendum Three to License Agreement

THIS ADDENDUM is made on the 6th day of May 2009.

BETWEEN:

Licensor: Columbia University Press (herein called "CUP"), CIAO, whose principal place of business is at 61 W 62nd Street, New York, New York, 10023, USA; and
Buyer: Regents of the University of California, with its principal offices at the California Digital Library, University of California, Office of the President, 415 20th Street, 4th Floor, Oakland, California 94612 USA

This is an Addendum to the Columbia International Affairs Online (CIAO) License Agreement ("the License Agreement") signed by the Licensor July 18th, 2000 and made between the Licensor and Licensee;

From the Date hereof the License Agreement shall be amended as follows:

1. The Licensed Material shall include, effective January 1st, 2009, as specified in the License Agreement, the non-transferable purchase of:

Columbia Gazetteer of the World Online

2. The License Agreement shall remain in full force and effect, and the terms of the License Agreement shall apply to the Licensed Material set out herein as if it were included in the License Agreement.
3. The License Fee is a one-time fee of ^{TEXT DELETED} which includes all maintenance and access fees through 2013, for access by all University of California campuses active as of January 1, 2009 and the Office of the President.
4. In the event access to the database can no longer be provided by Licensor for whatever reason or retained by Buyer, CUP will make available the entire content in xml form for archival purposes, with access rights as granted during the license period, without refund, and at no additional cost to the Buyer, or make available through trusted third-party provider, such as Portico.
5. COPYRIGHT. The entire contents of the Database, including the User's Guide and other documentation, are copyrighted materials. Copyright of the Database and its entire content is owned by CUP. Access by your institution is subject to

CU

the terms and conditions of this agreement. Usage is restricted as designated in this agreement. Any other use, duplication, or distribution of its content in any medium and by any means may be subject to prosecution and penalty of law. The Database is hosted by a nonprofit publisher. Misappropriation for commercial use or further distribution is strictly prohibited. By entering the Web site and using its contents, Buyer is agreeing to these terms. The following are prohibited by law: any reproduction in any media except as authorized herein, any unauthorized transmission of any material over a computer network; and the preparation of any derivative work, including the extraction in whole or in part of any material without the permission of the copyright holder.

6. ACCESS TERMS. The Agreement will cover access to the full content of the Database and to all software and search capabilities bundled with the Database.

This Agreement grants access by means of the Internet domain (range, or ranges, of IP addresses) of the institution or institutions specified as Buyer on the Registration Form. This Agreement will allow an authorized user from an authorized Buyer IP address to have access to the database. This Agreement also grants remote access to authenticated users who can access the Database through a referring URL or by library card number authentication. Control over authentication of users is Buyer's responsibility.

There are no limits on the total number of users who may use the Database at any one time, but there are limits on types of users. This Agreement grants access solely to faculty (permanent or visiting), students, independent contractors, and staff of Buyer, and on-site users of Buyer's library and campus computer networks. Buyer is responsible for undertaking reasonable measures to prevent access by unauthorized or unauthenticated persons using its IP addresses, and Buyer will be responsible for any unauthorized access and any resulting downloading or reproduction. Users not authenticated by methods detailed on registration form will not have access to the Columbia Gazetteer of the World™. The number of users from Buyer's institute that may use the Database may not exceed the size of the user population specified on the Registration form.

The Campuses of the University of California are:

University of California, Berkeley (including the Lawrence Berkeley Laboratory)

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

University of California, Santa Barbara

University of California, Santa Cruz

University of California, Office of the President

7. USE OF COLUMBIAS GAZETTEER OF THE WORLD ONLINE. Any authorized user may search, download, and save material, as appropriate, that is included in the Database and may make single printed copies of individual writings for private personal use or research. Multiple copies may be made by teachers for classroom use, provided: that no charge is made for such copies, other than a nominal charge to cover the cost of reprography; that such copies are not made or distributed for commercial advantage; and that the copies bear the appropriate CUP and third party copyright notices. An authorized user may not share hard copies or electronic copies of the materials with anyone who is not an authorized user under this Agreement on a systematic, regular, or frequent basis.

Materials from the Database may not be recompiled, manipulated, used to prepare derivative works, or published in another format – including electronic reserves, archive copies, and course packs – without written permission from CUP, except as provided herein.

Buyer will not be held responsible for unauthorized use of the Database provided: such use is without the express or implied consent of Buyer; Buyer promptly notifies CUP of any such use of which it becomes aware; and Buyer takes all reasonable steps to stop such activity. Buyer agrees to cooperate with CUP in any investigation of such infringements or unauthorized uses. CUP shall have the sole right, at its expense, to bring any claim or action on account of such infringements or unauthorized uses against the users.

8. INTERLIBRARY LOAN. Buyers may use hard or electronic copies of limited segments derived directly or indirectly from the database for the purpose of interlibrary loan with the same limitations as apply to paper copies for that purpose when made from print journals. Specifically, copies must be made in compliance with Section 108 of the U.S. Copyright Act and with guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines), the text of which is available as part of U.S. Copyright Office Circular 21.
9. Except as stipulated herein, all terms and conditions of the License Agreement shall remain in full force and effect.

The Part **TEXT DELETED** ndum to the License Agreement:

Signed b:

Date: 1 MAY 15th 2009

Title: Electronic Products Sales Rep

For and on behalf of
Columbia University Press

TEXT DELETED

Signed b:

Date: 5.19.09

Title: Executive Director

For and on behalf of
Regents of the University of California

cell