

# Oxford Journals

## Institutional Site License Agreement

**Important: Read this Institutional Site License Agreement before completing the registration materials provided by Oxford University Press and located online below.**

This INSTITUTIONAL SITE LICENSE AGREEMENT (the "Site License") is made between Oxford University Press ("OUP") and The Regents of the University of California, a non-profit academic institution, with its principal offices at the California Digital Library, 300 Lakeside Drive, 6<sup>th</sup> floor, Oakland, CA 94612-3550, USA ("CDL" and/or "the Institution") and is made as of the date an authorized representative of the Institution completes the registration materials. It is made with reference to the following facts and circumstances:

A. OUP has made available online each journal for which the Institution holds a current institutional subscription ("the Journals").

B. OUP wishes to offer to the Institution, and the Institution wishes to acquire from OUP, a license to obtain access to the Journal(s) from the Site.

IT IS AGREED as follows:

1. Definitions.

1.1 In this Site License, the following expressions shall have the following meanings:

"Authorized User" shall mean firstly an individual member of the Institution ("a Member-User"):

a) who is employed or engaged under contract at the Institution (whether on a temporary, permanent or visiting basis) or who is studying at the Institution whether at the Site or off Site; and

b) whom the Institution wishes to authorize to have access to the Journal(s); and

c) who can access the Journal(s) onsite from a computer or terminal on the Institution's Secure Network or offsite via a modem link to a valid IP address on the Institution's Secure Network or via a proxy server whose IP address range will have been entered in the registration materials and which must only be accessible by Authorized Users.

and secondly an individual who is not a member of the Institution ("a Walk-in User") but:

d) who is allowed to use the Institution's library facilities on an ad hoc basis; and

e) whom the Institution wishes to authorize to have access to the Journal; and

f) who can access the Journal(s) onsite from a computer or terminal in the library which has a valid domain name or Internet Protocol address and is connected to the Institution's Secure Network.

g) who has been notified by the Institution of the restrictions on use contained in Clauses 5.2 and 5.3.



“Intellectual Property” shall mean copyright, database right, patents, design rights, and trademarks whether registered or unregistered; semi-conductor topography rights and all other industrial commercial or intellectual property rights existing in any jurisdiction and all rights to apply for the same.

The “Journal(s)” shall mean the journal or journal(s) available electronically online which the Institution is able to access on the terms and conditions of this Site License.

“Material” shall mean any abstract, article, index, advertising or other material contained in the Journal(s) and accessed online.

“Network” shall mean any electronic communication between two or more computer terminals linked together through computer software and/or telecommunication satellite, cable or broadcasting services, or through any other medium.

“Portable Document File” shall mean a downloadable or accessible electronic document file requiring software to unencrypt or read the document such as is popularly employed using the ADOBE Acrobat® software system and “PDF” files. Systems having equivalent capabilities shall be included in this definition.

“Prohibited Use” shall mean any use for the purposes of the creation of derivative works (excluding course packs), or for any form of commercial exploitation.

“Secure” with regard to the server or Network from which access to Authorized Users is to be given shall mean only a server or Network or Networks over which the Institution can exercise reasonable control so as to comply with the terms of this Site License. A cache server or other server or Network which can be accessed by unauthorized users is not Secure for these purposes.

“Site” shall mean the geographical site (or sites) nominated in the registration materials by the Institution from which Authorized Users can access the Journal(s) onsite from a computer or terminal on the Institution’s Secure Network located at the Site and via which Member Users can additionally access the Journal(s) offsite using a modem link to a valid IP address on the Institution’s Secure Network located at the Site. If the Institution occupies more than one geographical site (for example, if the Institution is a multi-campus University) the Institution must purchase an additional site license for each geographical location from which it wishes to provide access to the Journal(s).

“Site License” shall mean this Site License and the registration materials.

“Consortial Premium” shall mean an additional fee which extends online access to CDL members for those journals to which individually they did not have a print subscription for the year 2000.

## 2. Acknowledgment of the Institution.

By completing the registration materials, signing and sending them to OUP the Institution acknowledges that it has read and agrees to be bound by the terms of this Site License as currently in effect and as amended, in writing and signed by both parties, from time to time. The Institution acknowledges that, in providing electronic access to the Journal(s) for the Institution and any Authorized User, OUP has relied upon the Institution’s agreement to be bound by the terms of this Site License.

## 3. The Institution’s Obligations.

The Institution agrees to carry out the following obligations:



### 3.1 Registration Materials.

The Institution will insert in the registration materials:

3.1.1 a domain name or list of valid IP addresses for Authorized Users who will access Material from or via the Secure Network or Secure server at the Site. (For the avoidance of doubt the IP address of a cache or other server (or Network) which is publicly accessible is not a valid IP address); and

3.1.2 a domain name or list of IP addresses (if any) which are not to be permitted access to the Journal(s);

3.1.3 a password which it will keep confidential and use to gain future access to the registration materials

The Institution will amend the registration materials promptly and in any event within 7 days following any additions, deletions or other alterations to the domain name or lists of valid IP addresses and excluded IP addresses.

### 3.2 Software Obligations.

The Institution will obtain at its cost all telecommunications and other equipment and software (including an Internet browser and Portable Document File reader) together with all relevant software licenses necessary to access the Journal(s) from the Site;

### 3.3 Access, Passwords, and Security.

The Institution will be responsible for the confidentiality and use of its password(s). The Institution will use reasonable efforts to ensure that only Authorized Users are permitted access to the Journal(s). The Institution further agrees to take reasonable steps to ensure that all Authorized Users abide by the provisions of Clauses 5.2 and 5.3 of this Site License. The Institution will be responsible for all use of its password(s). The Institution agrees so soon as practicable to notify OUP if it becomes aware of any of the following: (a) any loss or theft of the Institution's password(s); (b) any unauthorized use of any of the Institution's password(s), or of the Site License or of any Journal; or (c) any breach by an Authorized User of the terms of this Site License. The parties shall cooperate in the implementation of additional security procedures as they are developed.

### 3.4 Notification of OUP.

So soon as practicable on becoming aware of any claim by any third party that the Material infringes an Intellectual Property or proprietary right of any third party, the Institution shall notify OUP of such claim.

## 4. OUP's Obligations. OUP agrees to:

4.1 use all reasonable endeavors to ensure that its server or servers have sufficient capacity, band width, and rate of connectivity to provide the Institution with a quality of service comparable with current standards in the World Wide Web online information provision industry. OUP shall use reasonable efforts to provide continuous service 7 days a week. Should downtime exceed 2% within one month, the Licensee is entitled to a pro-rata refund of the Consortial Premium for an amount equivalent to the period of time exceeding the 2% downtime. Such 2% is to include scheduled maintenance. Scheduled down-time will be performed at a time to minimize inconvenience to customers world-wide.



4.2 provide to the Institution and/or Authorized Users all information necessary to access the Journal online;

4.3 use all reasonable endeavors to restore access to the Journal(s) so soon as possible in the event of an interruption or suspension of the service;

4.4 use reasonable efforts to ensure that the online content is equivalent to OUP print journals, represents complete, faithful and timely replications of the print versions of such journals, and will cooperate with the Institution to identify and correct errors or omissions;

## 5. Term and Grant of Site License.

5.1 This Site License will come into effect for a bona fide Institutional subscriber on completion of the registration materials and in relation to each Journal will continue (subject always to the provisions for earlier termination hereafter contained) for so long as the Institution has a current Institutional Subscription for that Journal at a subscription rate which includes online access to it.

5.2 Under the terms of this Site License, each Authorized User is granted the non-exclusive right to download, display, view and print off single copies of each item of the Material for such Authorized User's personal non-commercial use in the course of the Institution's business only. The aforesaid rights are to be exercised only at the Site or remotely by logging on to a Secure Network.

5.3 Save only for the purposes specified in Clause 5.2 above, Authorized Users may not use, store transiently or permanently on any medium, modify, transfer, transmit, reproduce, redistribute, retransmit, disseminate, sell, loan to any third party, publish, republish, broadcast, circulate or otherwise exploit or use for any Prohibited Use or any unlawful purpose, the whole or any part of any article or abstract or index constituting the Material by any means. The Institution agrees to comply with reasonable written requests by OUP to protect OUP's contractual, statutory and common law rights in the Journal(s).

5.4 For the avoidance of doubt, (unless they continue to qualify as Walk-in Users under clause 1.1(d) to (g)) Member-Users will automatically cease to be Authorized Users immediately upon ceasing to be members of the Institution.

5.5 Institution may provide electronic links to the Journal(s) from Institution's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Journal(s) to Authorized Users. OUP staff will provide assistance to Institution upon request in creating such links effectively. Institution agrees to make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by OUP. OUP will also provide means for Institution to link directly from records in Institution's bibliographic computing systems to the content in the Journal(s) at the title, issue, and article levels, using standard Internet communications and applications protocols, and such other methods as may be agreed to by OUP and the Institution. Other than the creation of such links, Institution shall not modify, manipulate, or create a Derivative Work of the Journal(s) without the prior written permission of OUP.

5.6 The Institution is allowed to copy data from the electronic journal/volumes licensed during the term of their agreement, for the purpose of preservation and/or the creation of a useable archive, provided that any such use of this archive is limited to usage only in the event the OUP journal server is unavailable to CDL members.



5.7 The Institution may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan.

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

(2) Institution agrees to fulfill such requests 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.

5.8 Institution and Authorized Users may use a reasonable portion of the Journal(s) in the preparation of Course Packs, electronic reserves or other educational materials.

5.9 On expiry of the Institution's Subscription for the Journal(s), the Institution and each Authorized User shall be entitled to continue to exercise at no charge the non-exclusive rights granted hereunder (subject to the terms and conditions of this Site License) but only in respect of Material published and paid for by the Institution during the period of the Licensee's Subscription. Nothing in this sub-clause requires OUP to continue to host such Material on its servers. If requested by the Institution, OUP will provide the Material to the Licensee in a format to be mutually agreed.

## 6. Proprietary Information.

Nothing contained in this Site License or the registration materials gives the Institution or any Authorized User any rights in the Intellectual Property or confidential information of OUP and/or its licensors in the Material published or otherwise made available through the Journal.

## 7. WARRANTY.

THE JOURNAL(S) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OUP GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT:

7.1 THE JOURNAL(S) WILL BE OF SATISFACTORY QUALITY, SUITABLE FOR ANY PARTICULAR PURPOSE OR FOR ANY PARTICULAR USE UNDER SPECIFIED CONDITIONS, NOTWITHSTANDING THAT SUCH PURPOSE, USE, OR CONDITIONS MAY BE KNOWN TO OUP; OR

7.2 THAT THE ONLINE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR

7.3 THAT THE MATERIAL PUBLISHED IN THE JOURNAL(S) OR OTHERWISE ACCESSIBLE THROUGH THE ONLINE SERVICE IS EITHER COMPLETE OR ACCURATE.

## 8. LIMITATION OF LIABILITY.

8.1 IN NO CIRCUMSTANCES WILL OUP BE LIABLE TO THE INSTITUTION OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH OUP DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER



INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, WEATHER, EARTHQUAKES, AND STRIKES OR OTHER LABOR PROBLEMS.

8.2 IN NO CIRCUMSTANCES WILL OUP BE LIABLE TO THE INSTITUTION OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR CORRUPTION OF DATA, LOSS OF PROGRAMS, LOSS OF BUSINESS OR GOODWILL, OR OTHER DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF THE USE, OR INABILITY TO USE THE JOURNAL(S) INCLUDING WITHOUT LIMITATION LOSSES ARISING FROM ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN OR CORRUPTION CAUSED WHETHER BY TRANSMISSION PROCESSING OR OTHERWISE TO THE MATERIAL PUBLISHED IN THE JOURNAL(S) OR OTHERWISE MADE ACCESSIBLE THROUGH THE JOURNAL(S), EVEN IF OUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

8.3 THE INSTITUTION AGREES THAT THE ENTIRE LIABILITY OF OUP TO THE INSTITUTION OR AUTHORIZED USERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, BY STATUTE OR OTHERWISE) IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE JOURNAL(S) SHALL BE THE REFUND OF ANY FEE PAID TO OUP FOR ELECTRONIC ACCESS.

9. 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.

10. Termination.

10.1 Either party may terminate this Site License forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do.

11. OUP's Ability to Modify the Terms of Service and to Withdraw Access.

11.1 OUP reserves the right in relation to any one or more of the Journals at any time to cease electronic production and publication and/or to withdraw the Institution's electronic access, or any portion of it, in its sole discretion, without notice and without limitation, for any reason whatever, including but not limited to the unauthorized use of the Institution's password(s), or any other breach of this Site License. In the event of a termination by OUP, OUP shall have no liability to the Institution or any Authorized User, provided, however, that if the termination is without cause or if the Authorized User terminates on account of OUP's breach OUP will refund the pro rata portion of any online access fee which may have been paid by the Institution for the balance the subscription period outstanding at the date of such termination.

12. Governing Law and Jurisdiction

12.1 This Site License shall be governed and construed in accordance with Californian State law

13. Miscellaneous.

13.1 Entire Agreement. This Site License and the registration materials constitute the entire agreement between the Institution and OUP and supersede all prior agreements and understandings between the Institution and OUP. In making this Agreement, the parties warrant that they did not rely on any representations or statements other than those contained in this Agreement. This Site License may only be modified in writing. IF OUP sends the Institution notice by e-mail, placed on the Site, or conveyed to the Institution by other electronic means, written documentation sent through the United States Post Office is required. Institution's use of the Site after receiving such notice will indicate the Institution's acceptance of the modification. The Institution further certifies that its fully understands the terms of this Site License and has entered into it voluntarily.

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

**LICENSO:** TEXT DELETED

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
natory of Publisher

DATE: \_\_\_\_\_

6/17/01

Print Name: TEXT DELETED

Title: ~~Online Sales Development Manager~~ SALES AND MARKETING DIRECTOR

Address: Oxford University Press, Great Clarendon Street, Oxford OX2 6DP, UK

Telephone No.: TEXT DELETED

Facsimile: +44 (0)1865 267773

E-mail: TEXT DELETED

**CDL:**

BY: TEXT DELETED \_\_\_\_\_

DATE: \_\_\_\_\_

6/18/01

Print Name: TEXT DELETED

Title: Director, Shared Content

Address: 300 Lakeside Drive, 6<sup>th</sup> Floor  
Oakland, CA 94612-3550  
USA

Telephone No.: TEXT DELETED

Facsimile: 510.893.5212

E-mail: TEXT DELETED



## APPENDIX A

Academy of Management Executive
Adelphi Papers - IISS Combo rate for 4 journals
Adverse Drug Reactions
African Affairs
Age and Ageing
Alcohol and Alcoholism
American Journal of Epidemiology
American Law and Economics Review
American Literary History
Anti-Cancer Drug Design
Applied Linguistics
Australasian Journal of Philosophy
Behavioral Ecology
Bioinformatics
Biometrika
Biostatistics - <b>New in 2000</b>
BJA: British Journal of Anaesthesia
Brain
British Journal for the Philosophy of Science
British Journal of Aesthetics
British Journal of Criminology
Journal of Orthodontics (formerly British Journal of Orthodontics)
Rheumatology (formerly The British Journal of Rheumatology)
British Journal of Social Work
Bulletin of the School of Oriental and African Studies
BWP Update
Cambridge Journal of Economics
Cambridge Journal of Economics/Contributions to Political Economy
Cambridge Quarterly
Carcinogenesis
Cerebral Cortex
Chemical Senses
China Quarterly
Classical Quarterly
Classical Review
Clinical Psychology: Science and Practice
Communication Theory
Community Development Journal
Computer Bulletin
Computer Journal
Contemporary Economic Policy
Contributions to Political Economy
Early Music
Economic Inquiry
ELT Journal
EMBO Journal
EMBO Reports - <b>New; due July 2000</b>
English Historical Review
Enterprise & Society: The International Journal of Business History - <b>New in 2000</b>
Environmental Practice
Essays in Criticism
European Journal of International Law
European Journal of Orthodontics
European Journal of Public Health
European Journal of Social Work
European Review of Agricultural Economics
European Sociological Review
Family Practice
Forestry
Forum for Modern Language Studies
French History
French Studies



## APPENDIX A

Glycobiology  
 Greece and Rome  
 Harvard Review of Psychiatry  
 Health Education Research  
 Health Policy and Planning  
 Health Promotion International  
 History Workshop Journal  
 Holocaust and Genocide Studies  
 Human Communication Research  
 Human Molecular Genetics  
 Human Reproduction  
 Human Reproduction Update  
 IEICE - Transactions on Communications  
 IEICE - Transactions on Electronics  
 IEICE - Transactions on Fundamentals of Electronics, Communications and Computer Sciences  
 IEICE - Transactions on Information and Systems  
 IMA Journal of Applied Mathematics  
 IMA Journal of Mathematical Control and Information  
 IMA Journal of Management Mathematics (formerly IMA Journal of Mathematics Applied in Business and Industry)  
 IMA Journal of Mathematics Applied in Medicine and Biology  
 IMA Journal of Numerical Analysis  
 Industrial and Corporate Change  
 Industrial Law Journal  
 Interfaces and Free Boundaries  
 International and Comparative Law Quarterly - new to list  
 International Immunology  
 International Journal for Quality in Health Care  
 International Journal of Cultural Property  
 International Journal of Epidemiology  
 International Journal of Law and Information Technology  
 International Journal of Law, Policy and the Family  
 International Journal of Lexicography  
 International Journal of Public Opinion Research  
 International Journal of Refugee Law  
 International Relations of the Asia-Pacific - **New for 2001**  
 Japanese Journal of Cancer Research  
 Japanese Journal of Clinical Oncology  
 Journal of African Economies  
 Journal of African Law / 2000 price  
 Journal of Antimicrobial Chemotherapy  
 Journal of Communication  
 Journal of Conflict and Security Law  
 Journal of Deaf Studies and Deaf Education  
 Journal of Design History  
 Journal of Digital Information  
 Journal of Economic Geography - **New for 2001**  
 Journal of Electron Microscopy  
 Journal of Environmental Law  
 Journal of Experimental Botany  
 Journal of Heredity  
 Journal of International Economic Law  
 Journal of Islamic Studies  
 Journal of Law, Economics, and Organization  
 Journal of Logic and Computation  
 Journal of Molluscan Studies  
 Journal of Orthodontics (formerly British Journal of Orthodontics)  
 Journal of Pediatric Psychology  
 Journal of Petrology  
 Journal of Plankton Research  
 Journal of Public Health Medicine  
 Journal of Refugee Studies  
 Journal of Semantics



## APPENDIX A

Journal of Semitic Studies
Journal of the American Academy of Religion
Journal of the History of Collections
Journal of the History of Medicine and Allied Sciences
Journal of the National Cancer Institute
Journal of the National Cancer Institute. Monographs (Included with Journal)
Journal of the Royal Musical Association
Journal of Theological Studies
Journal of Tropical Pediatrics
Journal of Urban Health: Bulletin of the New York Academy of Medicine
Library
Literary and Linguistic Computing
Literature and Theology
Logic Journal of the IGPL
Medical Law Review
Military Balance
Mind
Modern Judaism
Molecular Human Reproduction
Music and Letters
Musical Quarterly
Mutagenesis
Nephrology Dialysis Transplantation
Neurocase
Notes and Queries
Nucleic Acids Research
Nucleic Acids Symposium Series (Not listed in subscription price list)
Opera Quarterly
Oxford Art Journal
Oxford Economic Papers
Oxford Journal of Legal Studies
Oxford Review of Economic Policy
Parliamentary Affairs
Past & Present
Plant and Cell Physiology - new to list in 2001
Proceedings of the Edinburgh Mathematical Society / 2000 price
Protein Engineering
Protein Profile Online <b>New for 2001</b>
Psychotherapy Research
Public Health Reports
QJM: Monthly Journal of the Association of Physicians
Quarterly Journal of Mathematics
Quarterly Journal of Mechanics and Applied Mathematics
Refugee Survey Quarterly
Renaissance Studies
Review of English Studies
Review of Financial Studies
Rheumatology (formerly The British Journal of Rheumatology)
Screen
Social History of Medicine
Social Politics: International Studies in Gender, State & Society
Social Science Japan Journal
Statute Law Review
Strategic Survey
Survival
Teaching Mathematics and its Applications
Theatre Research International
Toxicological Sciences
Twentieth Century British History



**ATTACHMENT (B)**

**California Digital Library (CDL) Member Institutions:**

University of California, Berkeley  
Berkeley, CA 94720  
USA

University of California, Davis  
One Shields Avenue  
Davis, CA 95616  
USA

University of California, Irvine  
Irvine, CA 92697  
USA

University of California, Los Angeles  
Box 951361  
Los Angeles, CA 90095-1361  
USA

University of California, Riverside  
900 University Avenue  
Riverside, CA 92521  
USA

University of California, San Diego  
9500 Gilman Drive  
La Jolla, CA 92093  
USA

University of California, San Francisco  
San Francisco, CA 94143  
USA

University of California, Santa Barbara  
Santa Barbara, CA 93106  
USA

University of California, Santa Cruz  
1156 High Street  
Santa Cruz, CA 95064  
USA



## Appendix B continued

### APPENDIX B Continued

:University of California IP Addresses by Campus  
:rev. 6/25/01(mzt)

UC Berkeley

**TEXT DELETED**

UC Davis

**TEXT DELETED**

UC Irvine

**TEXT DELETED**

UC Los Angeles

**TEXT DELETED**



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