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 - 3.3.3 take all reasonable steps to ensure that all Authorised Users abide by terms of this Agreement.
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- 7.2 The Licensee shall defend, indemnify, and hold Licensor harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from (i) any unauthorised use or dissemination of the Licensed Work(s) by the Licensee or Authorised Users and (ii) any violation of this Agreement.



- The obligations in clauses 7.1 and 7.2 will survive the termination of this Agreement. 7.3
- The Licensee and Licensor shall not be responsible to one another for any failure to perform any 7.4 obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.

8. **TERMINATION**

- The Licensee may terminate this Agreement at any time by notice in writing to the Licensor PROVIDED THAT such termination does not entitle the Licensee to any refund of fees paid, except for cause.
- Either party may terminate this Agreement forthwith by serving written notice on the other in the 8.2 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. Without limitation, a breach by the Licensee of the provisions of Clause 3.3 or 3.4 above would constitute a material breach of this Agreement.
- Licensor reserves the right at any time on 30 days notice to the Licensee to terminate this Agreement in respect of any individual title in the Licensed Work(s) due to ceasing publication of such title.

9. **GENERAL**

- This Agreement is personal to and binding on the parties and neither this Agreement nor any of 9.1 the rights under it may be assigned or sublicensed.
- All notices required to be given under this Agreement shall be given in writing in English and left 9.2 at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Licence, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Licensor shall be marked for the attention of the Group Legal Director, All notices to the Licensee shall be marked for the attention of the person whose contact details are given in the Online Registration Materials.
- 9.3 This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement in writing signed by both parties.
- No provision in this Agreement is intended to be enforceable by a person who is not a party to this 9.4 Agreement.
- The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.
- This Agreement shall be governed and construed in accordance with California state law... 9.6
- Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

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Appendix A - the Licensed Work

- 1. African Affairs 1902 *
- 2. Age and Ageing 1972
- 3. Alcohol and Alcoholism 1966
- 4. American Journal of Epidemiology 1925
- 5. American Literary History 1989 *
- 6. Annals of Botany 1908
- 7. Annals of Occupational Hygiene 1957
- 8. Annals of Oncology 1990
- 9. Applied Linguistics 1980
- 10. Behavioral Ecology 1990
- 11. Bioinformatics 1985
- 12. Biometrika 1914 *
- 13. BJA: British Journal of Anaesthesia 1958
- 14. Brain 1878
- 15. The British Journal for the Philosophy of Science 1950
- 16. The British Journal of Aesthetics 1961
- 17. The British Journal of Criminology 1961
- 18. The British Journal of Social Work 1971
- 19. British Medical Bulletin 1945
- 20. Cambridge Journal of Economics 1977
- 21. The Cambridge Quarterly 1972
- 22. Carcinogenesis 1980
- 23. Cerebral Cortex 1991
- 24. Chemical Senses 1976
- 25. Community Development Journal 1966
- 26. The Computer Journal 1958
- 27. Contributions to Political Economy 1982
- 28. Early Music 1973 *
- 29. ELT Journal 1947
- 30. English Historical Review 1886 *
- 31. Epidemiologic Reviews 1979
- 32. Essays in Criticism 1951
- 33. European Heart Journal 1980
- 34. The European Journal of Orthodontics 1979
- 35. The European Journal of Public Health 1991
- 36. European Review of Agricultural Economics 1974
- 37. European Sociological Review 1985 *
- 38. Family Practice 1984
- 39. Forestry: An International Journal of Forest Research 1928
- 40. Forum for Modern Language Studies 1965
- 41. French History 1987
- 42. French Studies 1947
- 43. French Studies Bulletin 1981 (Included in the Archive from 2007)
- 44. Glycobiology 1991
- 45. Health Education Research 1986
- 46. Health Policy and Planning 1986
- 47. Health Promotion International 1986
- 48. History Workshop Journal 1976
- 49. Holocaust and Genocide Studies 1987
- 50. Human Molecular Genetics 1992
- 51. Human Reproduction 1986
- 52. Human Reproduction Update 1995

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- 53. ICES Journal of Marine Sciences 1903 (Included in the Archive from 2007)
- 54. IMA Journal of Applied Mathematics 1938
- 55. IMA Journal of Management Mathematics 1990
- 56. IMA Journal of Mathematical Control and Information 1984
- 57. IMA Journal of Numerical Analysis 1981
- 58. Industrial and Corporate Change 1992
- 59. Industrial Law Journal 1972
- 60. Integrative and Comparative Biology 2002. (First published in 1961 as American Zoologist)
- 61. International and Comparative Law Quarterly 1952 *
- 62. International Immunology 1989
- 63. International Journal for Quality in Health Care 1989
- 64. International Journal of Epidemiology 1972
- 65. International Journal of Law and Information Technology 1993
- 66. International Journal of Law, Policy and the Family 1987
- 67. International Journal of Lexicography 1988
- 68. International Journal of Public Opinion Research 1989
- 69. International Journal of Refugee Law 1989
- 70. IT Now (formerly the Computer Bulletin) 1957
- 71. Japanese Journal or Clinical Oncology 1971
- 72. Journal of African Economies 1992
- 73. Journal of Antimicrobial Chemotherapy 1978
- 74. Journal of Biochemistry 1937
- 75. Journal of Design History 1988 *
- 76. Journal of Electron Microscopy 1952
- 77. Journal of Environmental Law 1989
- 78. Journal of Experimental Botany 1950
- 79. Journal of Heredity 1910
- 80. Journal of Islamic Studies 1990
- 81. Journal of Law, Economics, & Organization 1985 *
- 82. Journal of Logic and Computation 1991
- 83. Journal of Molluscan Studies 1935
- 84. Journal of Pediatric Psychology 1976
- 85. Journal of Petrology 1960
- 86. Journal of Plankton Research 1979
- 87. Journal of Public Administration Research 1991 *
- 88. Journal of Public Health 1979
- 89. Journal of Refugee Studies 1988
- 90. Journal of Semantics 1984
- 91. Journal of Semitic Studies 1956
- 92. Journal of the American Academy of Religion 1933 *
- 93. Journal of the History of Collections 1988 (Included in the Archive from 2007)
- 94. Journal of the History of Medicine and Allied Sciences 1946
- 95. Journal of the National Cancer Institute 1988
- 96. Journal of the Royal Musical Association 1876 *
- 97. Journal of Theological Studies 1900
- 98. Journal of Tropical Pediatrics 1955
- 99. Literary and Linguistic Computing 1986
- 100.Literature and Theology 1987
- 101.Logic Journal of the IGPL 1924
- 102.The Library 1889
- 103. Mathematical Medicine and Biology: A Journal of the IMA 1984
- 104. Medical Law Review 1993
- 105.Mind 1876 *
- 106.Modern Judaism 1981 *
- 107. Molecular Human Reproduction 1995
- 108.Music and Letters 1920 *

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109. The Musical Quarterly - 1917 *
110.Mutagenesis - 1986
111. Nephrology Dialysis Transplantation - 1986
112. Notes and Queries - 1849
113. Nucleic Acids Research - 1973
114.Occupational Medicine - 1951
115. Opera Quarterly - 1985
116.Oxford Art Journal- 1977 (Included in the Archive from 2007) *
117.Oxford Economic Papers - 1938 *
118.Oxford Journal of Legal Studies - 1981 *
119.Oxford Review of Economic Policy - 1985
120.Parliamentary Affairs - 1948
121.Past & Present - 1929 *
122.Philosophia Mathematica - 1964
123. Plant and Cell Physiology - 1960
124. Political Analysis - 1991
125.Protein Engineering - 1988 *
126. Public Opinion Quarterly - 1937 *
127.Publius - 2006 *
128.QJM: An International Journal of Medicine - 1908
129. Quarterly Journal of Mathematics - 1930
130. Quarterly Journal of Mechanics and Applied Mathematics - 1948
131.Refugee Survey Quarterly - 1982
132. Review of English Studies - 1925 *
133.Review of Financial Studies - 1996 *
134.Rheumatology - 1962
135. Social History of Medicine
136. Social Politics: International Studies in Gender, State & Society - 1994
137.Statute Law Review - 1980
138. Teaching Mathematics and its Applications - 1982
139. Toxicological Sciences - 1991
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Asterisk (*) indicates overlap with JSTOR title.

144. Year's Work in English Studies - 1922

140. Twentieth Century British History - 1990 141. World Bank Economic Review - 1987 142. World Bank Research Observer - 1986

143. Year's Work in Critical and Cultural Theory - 1993



Appendix B - Campuses of the University of California

University of California, Berkeley

University of California, Davis

University of California, Irvine

University of California, Los Angeles

University of California, Riverside

University of California, San Diego

University of California, San Francisco

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University of California, Santa Cruz

University of California, Merced

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UC Los Angeles [Text

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UC Merced [Text Deleted]

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UC San Francisco
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Appendix E - 2006 Backfiles Not Yet Digitized

American Law and Economics Review

Biostatistics

Brief Treatment and Crisis Intervention

Chinese Journal of International Law

Continuing Education in Anaesthesia, Critical Care & Pain

Enterprise & Society: The International Journal of Business History

Europace

European Journal of International Law

Human Rights Law Review

International Journal of Constitutional Law

International Relations of the Asia-Pacific

Journal of Competition Law and Economics

Journal of Conflict and Security Law

Journal of Deaf Studies and Deaf Education

Journal of Economic Geography

Journal of Financial Econometrics

Journal of International Criminal Justice

Journal of International Economic Law

Journal of the ICRU

Law, Probability and Risk

Molecular Biology and Evolution

Radiation Protection Dosimetry

Review of Financial Studies

Schizophrenia Bulletin

Screen

Social Science Japan Journal

Socio-Economic Review