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THIS AGREEMENT ("the Agreement") is made between OXFORD UNIVERSITY PRESS ("Licensor") and the REGENTS OF THE UNIVERSITY OF CALIFORNIA, a non-profit academic institution with its principal offices at CALIFORNIA DIGITAL LIBRARY ("Licensee"), and is effective from July 1, 2006.

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## 1. DEFINITIONS

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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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7.1 Notwithstanding the limitation of liability in clause 6.5, Licensor shall defend, indemnify, and hold the Licensee harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) asserted by third parties against the Licensee which arise out of any act or omission by Licensor that constitutes a breach of Licensor's warranties hereunder. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION
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.
7.4 The Licensee and Licensor shall not be responsible to one another for any failure to perform any 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

8.1 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.
8.2 Either party may terminate this Agreement 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. 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.
8.3 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 Works) due to ceasing publication of such title.

## 9. GENERAL

9.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights under it may be assigned or sublicensed.
9.2 All notices required to be given under this Agreement shall be given in writing in English and left 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.
9.4 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.
9.5 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.
9.6 This Agreement shall be governed and construed in accordance with California state law..
9.7 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.
9.8 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 OUP's server(s), the installation or testing of software and the loading of additional Licensed Materials as they become available, Scheduled down-time will be performed at a time to minimize inconvenience to Licensee and its Authorized Users.
9.9 In the event that Licensor utilizes any type of digital rights management technology to control the access or the usage of Licensed Work, Licensor agrees to notify Licensee of the name, contact information and any technical specifications for the digital rights management technology utilized.
9.10 If Licensor utilizes any type of digital watermarking technology for any element of the Licensed Work, Licensor agrees that watermarks will not be visible to the human eye and will not degrade image quality. These watermarks shall not contain user-related information such as account number or $\mathbb{I P}$ address. If digital watermarking technology is used, Licensor agrees to notify Licensee, in advance, of the name, contact information, and any technical specifications for the technology used.

We accept the terms of this Licence:
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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
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
100. The Library - 1889
101. Mathematical Medicine and Biology: A Journal of the IMA - 1984
102. Medical Law Review - 1993
105.Mind - 1876 *
103. Modern Judaism - 1981 *
104. Molecular Human Reproduction - 1995
108.Music and Letters - 1920 *
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
105. 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 *
106. 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
107. Review of English Studies - 1925 *
133.Review of Financial Studies - 1996 *
134.Rheumatology - 1962
108. Social History of Medicine
109. 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
140.Twentieth Century British History - 1990
110. World Bank Economic Review - 1987
111. World Bank Research Observer - 1986
112. Year's Work in Critical and Cultural Theory - 1993
144.Year's Work in English Studies - 1922

Asterisk (*) indicates overlap with JSTOR title.

## Appendix B - Campuses of the University of California

University of California, Berkeley<br>University of California, Davis<br>University of California, Irvine<br>University of California, Los Angeles<br>University of California, Riverside<br>University of California, San Diego<br>University of California, San Francisco<br>University of California, Santa Barbara<br>University of California, Santa Cruz<br>University of California, Merced<br>University of California Office of the President

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## Appendix D - Business Terms

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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

