

## **2. GRANT OF LICENCE, USAGE RIGHTS AND LIMITATIONS ON USE**

2.1 In consideration of the payment of the Fees as set out in Appendix D provided the Licensee complies in full with the terms and conditions of this Licence, the Licensor grants the Licensee the non-exclusive, non-transferable, worldwide, perpetual right to allow Authorised Users to access and use the Licensed Work(s) by means of one or more Secure Networks for the purposes of research, teaching, and private study.

2.2 Authorised Users may:

- 2.2.1 access the Server by means of a Secure Network in order to search the Licensed Work(s) and to view, retrieve, and display portions thereof;
- 2.2.2 electronically save portions of the Licensed Work(s);
- 2.2.3 print out single copies of portions of the Licensed Work(s);
- 2.2.4 provide print or electronic copies of all or any part of the Licensed Work(s) to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval and/or trademark applications or other regulatory purposes in respect of the Licensee's products or services.

2.3 The Licensee and Authorised Users may not:

- 2.3.1 remove or alter Licensor's copyright notices or other means of identification or disclaimers as they appear in the Licensed Work(s);
- 2.3.2 systematically make printed or electronic copies of multiple portions of the Licensed Work(s) for any purpose, except for classroom use;
- 2.3.3 display or distribute any part of the Licensed Work(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than a Secure Network;
- 2.3.4 permit anyone other than Authorised Users to access or use the Licensed Work(s);
- 2.3.5 use all or any part of the Licensed Work(s) for any Commercial Use.

2.4 Where the Licensee is an academic library or part of a non-commercial organisation, then notwithstanding any restriction in clause 2.3, the Licensor hereby grants the Licensee the non-exclusive right to supply (whether by post, fax or secure electronic transmission, using Ariel or its equivalent, whereby the electronic file is deleted after printing) to another academic library in the same country as the Licensee or library which is part of a non-commercial organisation in the same country as the Licensee, for the purposes of research or private study and not for commercial use, a single paper copy of an electronic original of an individual document from a journal included in the Licensed Work(s). If the number of copies provided in any one calendar year for any one journal title to any one library exceeds five articles, the Licensee may (i) supply the article and pay the Licensor's standard document delivery copyright royalty rate; (ii) forward the request to the Licensor who will undertake to provide the article on a pay per view basis; (iii) forward the request to a document delivery company; or (iv) return the request unfulfilled. The Licensor may request reports in respect of the Licensee's use of the Licensed Work(s) in such inter-library loans, provided the confidentiality of user data shall be maintained.

2.5 If the Licensee is located in the United States of America, the Licensee agrees to fulfil 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 with guidelines developed by the National Commission on New Technological Uses of Copyrighted Works (CONTU Guidelines) from time to time, the text of which is available as part of the US Copyright Office Circular 21.

3. **RESPONSIBILITIES OF THE LICENSEE**

3.1 The Licensee will provide to the Licensor in writing all identifying information relating to the Licensee and its Authorised Users. The Licensee acknowledges that access to the Licensed Work(s) under this Agreement is conditional upon the Licensee providing this information.

3.2 The Licensee 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 Licensed Work(s) online via the Licensee's Secure Network.

3.3 The Licensee will:

- 3.3.1 be responsible for the confidentiality and all use of its Password(s);
- 3.3.2 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Work(s) by means of the Licensee's Secure Network;
- 3.3.3 take all reasonable steps to ensure that all Authorised Users abide by terms of this Agreement.

3.4 The Licensee will notify Licensor as soon as practicable if it becomes aware of any of the following: (a) any loss or theft of the Licensee's Password(s); (b) any unauthorised use of any of the Licensee's Password(s); or (c) any breach by an Authorised User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement by an Authorised User, the Licensee further agrees promptly to initiate disciplinary procedures in accordance with the Licensee's standard practice.

4. **RESPONSIBILITIES OF LICENSOR**

4.1 Licensor shall use all reasonable efforts:

- 4.1.1 to make the Licensed Work(s) available by means of the World Wide Web to the Licensee;
- 4.1.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide the Licensee with a quality of service consistent with current standards in the World Wide Web on-line information provision industry;
- 4.1.3 to restore access to the Licensed Work(s) as soon as possible in the event of an interruption or suspension of the service.

5. **ACKNOWLEDGEMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

5.1 The Licensee acknowledges that all copyrights, patent rights, Licensor Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to the Licensed Work(s) (collectively the "Licensor Intellectual Property"), are owned by or exclusively licensed to the Licensor and that this Agreement does not convey to the Licensee any right, title, or interest therein except for the right to use the Licensed Work(s) in accordance with the terms and conditions of this Agreement.

5.2 The Licensee shall notify Licensor promptly (i) of the facts and circumstances surrounding any unauthorised possession or use of the Licensed Work(s), or Licensor Intellectual Property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that the Licensed Work(s) infringes an intellectual property or proprietary right of any third party.

## **6. REPRESENTATIONS AND WARRANTIES**

6.1 LICENSOR REPRESENTS AND WARRANTS THAT IT HAS THE POWER TO ENTER INTO THIS AGREEMENT AND TO GRANT THE RIGHTS CONFERRED HEREIN TO THE LICENSEE AND THAT THE LICENSED WORK(S) DO NOT VIOLATE OR INFRINGE UPON ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT OR CONTRACT RIGHT OF ANY THIRD PARTY.

6.2 SAVE AS PROVIDED ABOVE, LICENSOR GIVES NO WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATION THAT (I) THE LICENSED WORK(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 LICENSOR; OR (II) THAT THE LICENSED WORK(S) WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) THAT THE MATERIAL PUBLISHED IN THE LICENSED WORK(S) IS EITHER COMPLETE OR ACCURATE.

6.3 IN NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH LICENSOR DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORISED ACCESS, THEFT, OR OPERATOR ERRORS.

6.4 IN NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO THE LICENSEE OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSS OF PROFITS 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 OF, OR INABILITY TO USE THE LICENSED WORK(S).

6.5 WITHOUT PREJUDICE TO THE INDEMNITY IN CLAUSE 7.1, THE LICENSEE AGREES THAT THE ENTIRE LIABILITY OF LICENSOR TO THE LICENSEE OR AUTHORISED 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 LICENSED WORK(S) SHALL BE THE REFUND OF ANY FEE PAID TO THE LICENSOR FOR ONLINE ACCESS TO THE LICENSED WORK(S).

## **7. INDEMNIFICATION AND FORCE MAJEURE**

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.

7.3 The obligations in clauses 7.1 and 7.2 will survive the termination 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 Work(s) 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 Licensors 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 Licensors utilize any type of digital rights management technology to control the access or the usage of Licensed Work, Licensors agree to notify Licensee of the name, contact information and any technical specifications for the digital rights management technology utilized.

9.10 If Licensors utilize any type of digital watermarking technology for any element of the Licensed Work, Licensors agree 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 IP address. If digital watermarking technology is used, Licensors agree 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:

[Text Deleted]

.....date: 10-8-08

Duly authorised on behalf of the Regents of the University of California

[Text Deleted]

.....date: 27 Oct 2008

Duly authorised on behalf of Oxford University Press

## 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 of 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 \*

- 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
- 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
- 144.Year's Work in English Studies - 1922

**Asterisk (\*) indicates overlap with JSTOR title.**

*E*  
*col*



## **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

University of California, Santa Barbara

University of California, Santa Cruz

University of California, Merced

University of California Office of the President

### CDL Acquisitions Contact

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Acquisitions Coordinator, CDL

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cel

## **Appendix C – University of California IP Address List**

UC Berkeley  
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UC Davis  
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UC Irvine  
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UC Los Angeles  
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UC Merced  
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UC Riverside  
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UC San Francisco  
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UC Santa Barbara  
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UC Santa Cruz  
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UC San Diego  
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UC Office of the President - California Digital Library  
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## **Appendix D – Business Terms**

### **Licensed Works: Oxford Journals Complete Archive**

#### Fees:

One-time CDL cost: [Text Deleted]

Ongoing hosting fees - [Text Deleted]

#### Additional Terms:

- Includes all ten (10) University of California campuses, plus UC Office of the President
- Includes all titles in 2006 Complete Archive.
- Future OUP titles (new acquisitions and launches) are not included.
- Titles listed in Appendix E - 31 additional titles published by Oxford in 2006 – will be included in Licensed Works at no additional cost, should their archives be digitized. It is understood that OUP are currently unable to load the archive content for these journals on a title-by-title basis; if the digital backfiles are bundled together on our system with that of titles not included in this agreement (new acquisitions and launches), OUP are currently unable to separate them. When content is bundled together in this manner, OUP will, subject to approval, invoice licensee for the cost of the backfiles to the non-licensed journals only, so that access can be given.
- Licensor agrees to provide Complete Archive content to Ithaka Harbor's Portico for archival retention.
- For titles lost to archive, title price paid by Licensee will be credited to future Licensee fees due.

## **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