

Sales Territory Number:

Permanent On-line Access Addendum

Addendum to Electronic Products License Agreement Executed 10/20/99

This Addendum governs your access to and use of certain ProQuest on-line databases and fulltext materials when you purchase the perpetual access option. This addendum applies to those databases and fulltext materials for which you have paid the applicable fee, as reflected in the fee schedule outlining your subscriptions to ProQuest products (the "Licensed Materials").

1. **Perpetual License:** Subject to the grant of license provisions of the Electronic Products License Agreement (the "Agreement"), ProQuest hereby grants to you a non-exclusive, non-transferable perpetual license to have access to and use the Licensed Materials. Such use shall be in accordance with the provisions of the Agreement as modified by this Addendum, which provisions shall survive any termination of such. As provided therein, your use of the Licensed Materials shall be limited to non-commercial use. You may not sub-license, assign or transfer your rights or obligations under this Agreement. "Authorized User" means University of California students, faculty and staff. "Authorized User" also includes walk-in patrons and visiting scholars while on-site.

2. The following authorized uses shall be in addition to the uses allowed by Section 1 of the Electronic Products License Agreement:

(g) Course Reserves (Print and Electronic) and Classroom Use. You and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the University of California.

(h) Course Packs. You and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.

(i). Scholarly Sharing. Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes.

(j). Interlibrary Loan. You may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. You agree 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.

3. Restrictions on Downloading and Storage of the Licensed Materials (or portions thereof)

You may download one electronic copy of the Licensed Materials for storage on your internal systems and use as allowed to exercise your rights under section 1 of this Addendum, 'Perpetual License'. If you materially breach any term of this Agreement, ProQuest may, in addition to its other legal rights and remedies, terminate the license granted following written notice and subsequent failure to cure the alleged breach within thirty (30) days as described in 5(c) of this Addendum.

4. Fees and Payments

The following provisions shall apply in place of Section 2 of the Electronic Products License Agreement:

You shall pay the fees for access to the Licensed Materials as shown on the applicable Fee Schedule, attached invoice, or accepted purchase order. The fees due for your license consist of the following components:

One-time License fee. This fee represents a one-time payment for a perpetual license to use and access the Licensed Materials pursuant to the terms and conditions outlined in the Agreement as modified by this Addendum. This fee must be paid in full before the annual maintenance fee can be terminated under paragraph 5(b).

Annual Maintenance fee. ProQuest may also impose an annual maintenance fee for continuing support of your on-line access to the Licensed Materials in addition to the one-time fee. You will pay the annual maintenance fee when due or provide ProQuest with written notice of your intent to terminate the annual maintenance by the due date of said payment.

5. Term and Termination

Solely for the purposes of your licensing of the Licensed Materials, the following provisions shall apply in place of Section 3 of the Electronic Products License Agreement:

- (a) Term of License. You have a perpetual, non-exclusive, non-transferable license to use the Licensed Materials. Your continuing on-line access into ProQuest's central host on-line system after the first year of this license will be maintained provided you pay the applicable annual maintenance fee as invoiced by ProQuest.
- (b) Termination of Annual Maintenance. Should you terminate your continuing on-line access to the Licensed Materials by terminating your annual maintenance fee or if ProQuest ceases to make the Licensed Materials available through a central host on-line system or the equivalent, ProQuest will provide you with an electronic copy of the Licensed Materials at that time in a format mutually agreeable to ProQuest and you. You will reimburse ProQuest for the cost of the electronic copy of the Licensed Materials on a cost recovery basis. Your continued use of the Licensed Materials as provided to you is subject to the grant of license provisions of this Agreement.
- (c) Cure Period. In the event that either party believes that the other materially has breached any obligations under the Agreement, or if ProQuest believes that you have exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of the Agreement for cause, on-line access to the Licensed Materials by you and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by you or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by the Agreement, you shall be entitled to a refund of any fees or pro-rata portion thereof paid by you for any remaining period of the Agreement from the date of termination.

6. The following additional provisions shall apply to the Electronic Products License Agreement.

Delivery of Licensed Materials. You may opt at any time to take delivery of an electronic copy of the Licensed Materials in a format mutually agreeable to ProQuest and you. You will reimburse ProQuest for the cost of the electronic copy of the Licensed Materials on a cost recovery basis. No subsequent annual maintenance fee will be assessed if you do not continue on-line access to the Licensed Materials from ProQuest.

Electronic Links. The University of California is committed to the use of the emerging OpenURL standard to allow linking to related materials in other locations. If ProQuest does not use the OpenURL standard, ProQuest staff will provide information to you upon request to assist you in creating links directly from the University of California's library catalogs and licensed resources to the content at the journal, issue and article levels.

Notification of Modifications of Licensed Materials. You understand that from time to time the Licensed Materials may be added to, modified, or deleted from by ProQuest and/or that portions of the Licensed Materials may migrate to other formats. ProQuest shall give a ninety (90) day notice of any such changes to you. Failure by ProQuest to provide such notice shall be grounds for immediate termination of the Agreement by you.

Completeness of Content. Where applicable, ProQuest shall use reasonable efforts to ensure that the on-line content is at least equivalent to print versions of the Licensed Materials, represents complete, faithful and timely replications of the print versions of such Materials, and will cooperate with you to identify and correct errors or omissions.

Confidentiality of User Data. ProQuest and you agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by you and your Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

Notice of Terms of "Click-Through" License Terms. In the event that ProQuest requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as "click-through" licenses), ProQuest shall provide you with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of the Agreement. In the event of any conflict between the

terms of such "click-through" licenses and the Agreement, the terms of the Agreement shall prevail.

Training and Support. ProQuest will provide training to your staff in each of the Licensed Materials at each UC campus. ProQuest will offer reasonable levels of continuing support to assist you and Authorized Users in use of the Licensed Materials. ProQuest will make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

Update/Current Awareness. ProQuest will make good faith efforts to evaluate your specifications for Update/Current Awareness functionality toward the goal of adding email-alerting services.

Searchlight. Searchlight is CDL's database discovery tool that helps users select appropriate databases by permitting a single-query broadcast search over many databases. ProQuest will provide a separate SearchLight access path and search page for each resource for SearchLight.

- 7 Except as modified herein, the Agreement remains in full force and effect.

I agree to be bound by the terms and conditions of this Addendum:	
	Institution: University of California Address: California Digital Library 415 20 th Street, 4 th Floor City, State, Zip: Oakland, CA 94612-9201
Authorization by ProQuest Information and Learning Company (Licensor): Signature: _____ Name: _____ Title: <u>MANAGER, ONLINE CUSTOMER RELATIONS</u> Date Signed: <u>June 12, 2002</u>	Authorization by Customer (Licensee): Signature: _____ Name: _____ Title: <u>Director, Shared Content</u> Date Signed: <u>May 15, 2002</u>

05/08/02 clh

Ship to Address:

Attention: _____
Title: Director of Shared Content
Institution: California Digital Library
Address: Office of the President
 415 20th Street, 4th floor
City: Oakland
State/Province: CA
Zip/Postal Code: 94612-2901
Country: US
Telephone: _____
Fax: _____
E-Mail Address: _____

Bill To Address:

Attention: _____
Title: CDL Acquisitions
Institution: Univ of California @ San Diego
Address: Geisel Library
 9500 Gilman Dr 0175A
City: La Jolla
State/Province: CA
Zip/Postal Code: 92093
Country: US
Telephone: _____
Fax: _____
E-Mail Address: _____

Fax # to Appear on ProQuest: _____

Please explain if there are any changes to an existing subscription or subscription term:

Access to the following databases should be added to the CDL IP ranges on file immediately. All the databases listed below are being purchased via a one-time content fee payment and on-line access fees are being waived for a three year period beginning immediately through June 30, 2005. Beginning July 1, 2005, the online web access fee is defined under the "Fee Schedule A attached"

EEBO Complete; PCI Full Text Core 200 Journals; PCI Index Segments 20,21 and 22; Gerritsen Women's History; American Periodicals Series; 20th Century English Poetry; 20th Century American Poetry; 20th Century African-American Poetry; Acta Sanctorum Patrologia Latina. In addition, the EEBO Marc Records shall be made available to the entire system for central and local loads.

User Materials Required:

Administrator Packages

(Default 1 per site)

Additional Web manuals

Lynx manuals:

Sitebuilder manuals

USAGE SETUP:

- ☐ Bill To Address:
☐ Ship To Address
☐ Both:
☐ CONSORTIA (Check one above and/or below)
☐ Individual Sites

Academic & Public ProQuest Trials/Orders

Fax to :

Mail To: ProQuest Information and Learning Company, 300 North Zeeb Road, P.O. Box 1346, Ann Arbor, MI 48106-1346

E-Mail:

Sales Representative: _____

Telephone: _____

FEE SCHEDULE A

Institution: California Digital Library

Item Number	Order Type	ORDER TYPES: NW = New Subscription R = Renewal UP = Upgrade T = Trial NC = Network Configuration PCD = Perpetual License to access CD-ROM for one time fee (limited to certain databases) P = Permanent On-line Access (Addendum Applies) PM = Permanent Access on-line annual maintenance	Clib Term		On-line/Web	Remote Access ¹	Tape Lease	Power Pages	CD-ROM Copies	CD-Networking	A&I	Full Text	Image	FTE Count or No. of Simultaneous Users ²	Cost	A&I Additional Copies/ Networking/ CDBackup	Item Total
			Start	End													
1.	P	EEBO Permanent Access			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
2.	NW	EEBO Online Access Fee	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
3.	P	PCI Full Text 200 Core Collection			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
4.	NW	PCI 200 Online Access Fee	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
5.	P	PCI Index Segment 20			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
6.	P	PCI Index Segment 21			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
7.	P	PCI Index Segment 22			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
8.					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Customer Purchase Order No (if required)															Total		\$

1 - Your access type is On-Site Only unless the Remote box is checked. 2 - Member Library Schedule required for consortia and multiple branch licenses.

Additional Elements - please specify

FEE SCHEDULE A

Institution: California Digital Library

Item Number		Order Type	C/dh Term		On-line/Web	Remote Access ¹	Tape Lease	Power Pages	CD-ROM Copies	CD-Networking	A&I	Full Text	Image	FTE Count or No. of Simultaneous Users ²	Cost	A&I Additional Copies/ Networking/ CDBackup	Item Total
ORDER TYPES: NW = New Subscription R = Renewal UP = Upgrade T = Trial NC = Network Configuration PCD= Perpetual License to access CD-ROM for one time fee (limited to certain databases) P = Permanent On-line Access (<u>Addendum Applies</u>) PM = Permanent Access on-line annual maintenance			Start	End													
9.	P	Gerritsen Permanent Access			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
10.	NW	Gerritsen Online Access Fee	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
11.	P	Amer Per Series Permanent Access			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
12.	NW	APS Online Access Fee	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
13.	P	20 th Cent English Poetry			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
14.	NW	20 th Cent English Poetry Online Access	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
15.	P	20 th Cent American Poetry			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
16.	NW	20 th Cent Amer Poetry Online Access	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		0		0
Customer Purchase Order No (if required).														Total		\$	

1 - Your access type is On-Site Only unless the Remote box is checked. 2 - Member Library Schedule required for consortia and multiple branch licenses.

Additional Elements - please specify

UC San Diego will receive a credit for Acta Sanctorum, for Patrologia Latina, and for APS subscriptions or on-line fees.
 UC Santa Cruz will receive a credit for for current Patrologia Latina subscription.
 UC Berkeley will receive a credit for for Acta Sanctorum, for Patrologia Latina and for EEBO.
 UC Santa Barbara will receive credits of for APS, for Acta Sanctorum, and for Patrologia Latina.
 UC Irvine will receive credit for for Patrologia Latina.
 UC Berkeley will continue their STC U/I on-going film subscription.
 The CDL Southern Regional office will contract for STC U/I on-going film subscription to be invoice separately.
 Training for the entire package will be provided to all the UC campuses.

Institution: California Digital Library

Item Number	Order Type	C/Lib Term		On-line/Web	Power Pages				CD-ROM Copies		CD-Networking		A&I		Full Text		Image		FTE Count or No. of Simultaneous Users ²	Cost	CDBackup	Item Total
		Start	End																			
17.	P	20 th Cent African-Amer Poetry			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
18.	NW	20 th Cent African-Amer Poetry Online Access	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
19.	P	Acta Sanctorum			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
20.	NW	Acta Sanctorum Online Access Fee	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
21.	P	Patrologia Latina Database			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
22.	NW	Patrologia Latina Database Online Access Fee	6/02	6/05	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
23.					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
24.					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Customer Purchase Order No (if required):																					Total	

1 - Your access type is On-Site Only unless the Remote box is checked. 2 - Member Library Schedule required for consortia and multiple branch licenses.

Additional Elements – please specify _____
 Online Access fees of _____ will be _____ /years and beginning 7/05 the access fee will be at _____ for annually for the next 5 years
 extending to 6/10.

INSTITUTION: CDL

Additional Sites/Member Libraries

This schedule details additional entity sites at which the Products will be used and/or Member Libraries that are covered under this Agreement. If Licensee is an association of libraries, all member institutions shall be identified below (the "Members"). Should any Site or Member be in default of the terms and conditions of the Agreement, Licensee shall correct such default within fifteen (15) days after discovering such default, or terminate such Member's access to the Services. Additional Sites or Members may be added upon written notice to ProQuest and payment of additional fees, if applicable.

UC Office of the President/California Digital
Library

Univ of California @ Berkeley

Univ of California @ Merced

Univ of California @ Davis

Univ of California @ Santa Cruz

Univ of California @ Riverside

Univ of California @ Los Angeles

Univ of California @ San Diego

Univ of California @ San Francisco

Univ of California @ Santa Barbara

Lawrence Berkeley National Laboratory

Lawrence Livermore National Laboratory

Authorization by Customer
(Licensee):

Judy Authorized Signature

Name

May 15, 2002

Date Signed

Director, Shared Content

Title

INSTITUTION:

GROUP CONFIGURATION / IP ADDRESSING FORM

Use this form to create groups. Groups should be created to match the organizational structure of the institution and to separate changes in preference settings. If this is not attached all IDs will be put in one group with the default preference settings.

Users in this group:

Group Number	User Name	Preference Group Reference (See other page)	IP Range - Start	IP Range - End

PREFERENCE GROUPS (ACADEMIC & PUBLIC / CORPORATE)

Use this form to specify the preference settings for individual groups. To associate preference settings with a group or user, select the desired preferences below, then put the preference group reference of the settings in the **Preference Group Reference** box on the **Group Configuration Form**. If this is not attached, or if the **Preference Group Reference** box on the **Group Configuration Form** is empty, all IDs will have the default preference settings. *NOTE: Only mark changes from the default.*

Preference Description	Preference Group Reference					
	Default	PG-A	PG-B	PG-C	PG-D	PG-E
1. Can access Text Graphics documents	Yes					
2. Can access Page Image documents	Yes					
3. Select Database at Startup	No					
4. Search documents outside your subscription	No					
5. Show the box to search full text	Yes					
6. Box checked to search full text by default	No					
7. Comprehensive Search; Show all results	No					
Home Page Name (Max 40 char)						
(Example:)	Return to Your Institution Note: Information will appear on screen exactly as listed above					
URL:						

INSTITUTION:

LOCAL ADMINISTRATOR USAGE SETUP FORM

Administrator Contact Information:			
Name		Email address	
Telephone #		Best time to contact	
CONSORTIA MEMBERSHIP. PLEASE LIST ANY DATABASES YOU PURCHASE THROUGH A CONSORTIA::			
Consortia Name	Database	Database	Database
OTHER LOCATIONS: PLEASE LIST OTHER SITES FOR WHICH YOU REQUIRE USAGE REPORTS			
SITE NAME	STREET ADDRESS	CITY & STATE	ZIP CODE

LIBRARY HOLDINGS FORM

Use this form to specify the library holdings associated with this account. To associate library holdings with a group or a user, fill in the information below and enter the Library Holdings Reference on the Group Configuration Form.. If this form is not completed, or if the Library Holdings Reference box on the Group Configuration Form is empty, library holdings information will not be available to users. *

NOTE: The administrator for library holdings has authority to create and maintain library holdings information on Proquest.

LIBRARY HOLDINGS		Institution's administrator for library holdings information: *		
Reference	Title	name	telephone #	email address
LH-1				
LH-2				
LH-3				
LH-4				
LH-5				
LH-6				

EXAMPLE:

LIBRARY HOLDINGS		Institution's administrator for library holdings information: *		
Reference	Title	name	telephone #	email address
LH-1	Buckminster University - Main Library	Bucky Fuller	313-555-4392	fuller@bu.edu
LH-2	Buckminster University - Law Library	Clarence Darrow	313-555-3536	jlaw@bu.edu
LH-3	Buckminster University - Business Library	Phil Kotler	313-555-2449	kotler@bu.edu

Summary of Terms between University of California and ProQuest

5/2/02

1. **Licensed resources.** The University of California will have unlimited access via the ProQuest web site to the complete files each of the following licensed resources, beginning July 1, 2002:

Early English Books Online	(ProQuest Digital Vault)
American Periodicals Series	(ProQuest Digital Vault)
Gerritsen Women's History Online	(ProQuest Digital Vault)
Periodicals Contents Index segments 20, 21, and 22	(Chadwyck-Healey)
Periodicals Contents Index Full Text (first 200 titles)	(Chadwyck-Healey)
20 th Century English Poetry	(Chadwyck-Healey)
20 th Century American Poetry	(Chadwyck-Healey)
20 th Century African-American Poetry	(Chadwyck-Healey)
Patrologia Latina	(Chadwyck-Healey)
Acta Sanctorum	(Chadwyck-Healey)

2. **Total Price.** The total price for the package of 10 resources is payable in advance.
3. **Ownership and participation at no charge for UC sites.** The total price includes ownership for all 10 campuses of the University of California. Access fees for UCSF, UC Merced, and the Lawrence Livermore National Lab and Lawrence Berkeley National Lab are waived. To meet the California Digital Library's responsibility to the UC community to offer a permanent research collection, UC will have a perpetual license to the all content present for all materials in these electronic resources from the date of execution of the license. Such perpetual license shall survive the termination of this agreement.
4. **UC Merced,** due to open its library's doors in 2004, will have ownership of all the data purchased by the California Digital Library. UCSF, an existing campus, will also have ownership of all the data purchased by the California Digital Library.
5. **New data fee.** Campuses will be charged the new data fee beginning in 2003, according to their ARL status. UCSF and the labs are free. New data fees are assessed only where there are no microfilm standing orders.
6. **Campus Participation.** All UC campuses will participate in access to all resources, though this may change over time. Access fees are based on the number of participating campuses.
7. **Access fee for three years.** The annual access fee is for the first three years, and will commence on July 1, 2005, payable in advance for the 2005-06 fiscal year.
8. **Stable annual access fee.** ProQuest agrees that the annual access fee will remain stable at per campus per product for five (5) years starting in 2005, and additionally that annual access fees thereafter will be capped at annual increase for EEBO, PCI Full Text, Gerritsen, and APS collections. The annual access fee for 20th Century English Poetry, 20th Century American Poetry, 20th Century African American Poetry, Acta Sanctorum and Patrologia Latina will remain stable at per campus per product for five (5) years starting in 2005, and be capped at a increase each year thereafter.
9. **Access fee for PCI Segment Access.** UC already pays annually for access to PCI Segments. No additional access fees for PCI will be charged.
10. **Renewal of access fees.** The renewal date for the annual access fees will be July 1.
11. **Credits.** ProQuest will provide credits to UC campuses for unused portions of annual access fees and subscriptions. For campuses that subscribed or renewed January 1, 2002 or later, ProQuest will refund the entire year's subscription fee.
12. **MARC records.** The MARC records for the products are included at charge. UC can load the MARC records either locally in campus online catalogs or centrally in the MELVYL catalog.
13. **Delivery of materials for local load.** The CDL may opt at any time to take delivery of the data for local loading at the CDL or in campus OPACs. ProQuest will provide to the California Digital Library a copy of all licensed

materials for which UC has paid in a mutually agreeable electronic medium, such as FTP, CD-ROM, tape, etc. The CDL will cover the cost of media, if any, and shipping. No subsequent annual access fees will assessed if the University of California delivers the online content rather than ProQuest.

14. **Linking.** The California Digital Library needs to link to full content that may be available on other sites from the ProQuest licensed resources and from the ProQuest citations to UC holdings statements. ProQuest will cooperate with the California Digital Library in creating effective links and will work with the California Digital Library to implement linking via OpenURL/SFX.
15. **Coursepacks, Electronic Reserves and Classroom use.** Since the University of California is an educational institution, it will have the right to use electronic copies of the product in the classroom in connection with courses or classroom instruction.
16. **Authentication.** While the initial means of authentication will be via IP addresses, as UC begins to move to certificate authentication, ProQuest will cooperate in implementing additional or alternative authentication measures.
17. **Searchlight.** Searchlight is CDL's database discovery tool that helps users select appropriate databases by permitting a single-query broadcast search over many databases. ProQuest will provide a separate SearchLight access path and search page for each resource for SearchLight. For more detailed information on SearchLight, see http://www.cdlib.org/about/publisher_info_pub/CDL_DB_Vendor_Reg_60401.rtf
18. **Test Period.** ProQuest agrees to provide the CDL with test access from May 6 through June 30, 2002 for set-up, testing, and integration of this large package of electronic resources into the CDL collection.
19. **Update/Current Awareness.** ProQuest will evaluate the California Digital Library specifications for Update/Current Awareness functionality toward the goal of adding email-alerting services. ProQuest will respond to California Digital Library regarding its findings and timing on adding email alerts.
20. **Training.** ProQuest will provide training for each database at each UC campus.