LICENSE AGREEMENT

SAGE PUBLICATIONS, INC. AND CAMBRIDGE SCIENTIFIC ABSTRACTS

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This License Agreement (this "Agreement") is made effective as of _____ (the "Effective Date") and is entered into by and among SAGE Publications, Inc., 2455 Teller Road, Thousand Oaks, California ("SAGE"), Cambridge Scientific Abstracts, 7200 Wisconsin Avenue, Suite 601, Bethesda, Maryland 20814 ("CSA") and The Regents of the University of California, a non-profit academic institution, with its principal offices at The California Digital Library, University of California Office of the President, 415 20th Street, 4th floor, Oakland, CA 94612, USA ("Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONTENT OF LICENSED MATERIALS; GRANT OF LICENSE

The materials that are the subject of this Agreement shall consist of electronic information published by SAGE (hereinafter referred to as the "Licensed Materials"), as set forth on Exhibit 1.

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with SAGE. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

The Licensed Materials consists of the material set forth on Exhibit 1, and is comprised of (a) certain full text collections (the "Collections"), (b) Criminal Justice Abstracts, (c) Communications Abstracts, and (d) journals that are not part of the Collections, including other abstracts titles. For those Collections in the disciplines of Sociology, Political Science, Materials, Urban Studies and Education, the Collections consist of (i) digitized versions of the full text content of the SAGE journals listed on Exhibit 1 (the "SAGE Content"), and (ii) index terms and thesauri developed by CSA for use in connection with the SAGE Content (the "CSA Content").

Licensee and its Authorized Users acknowledge that they will be obtaining access to the Collections via CSA's Internet platform, CSA Illumina, in which CSA owns all right, title and interest. Licensee and its Authorized Users will be obtaining access to the

journals that are not part of the Collections via SAGE Journals Online (SJO), SAGE's proprietary online delivery platform.

In the event any Licensee institution wishes to obtain print access to any of the Licensed Materials, the institution shall contact SAGE directly. SAGE will give such Licensee

In order to receive the institutions (or their subscription agents, if applicable) must notify SAGE of their interest, providing a complete list of all titles that they wish to receive. Requests (

SAGE Publications Customer Care Department 2455 Teller Road Thousand Oaks, CA 91320

SAGE hereby grants to Licensee a non-exclusive, worldwide, nontransferable, perpetual right to use the Licensed Materials and to provide the Licensed Materials to Authorized Users via CSA Illumina (in the case of the Collections) and SAGE Journals Online (in the case of the journals that are not part of the Collections) in accordance with this Agreement.

II. DELIVERY/ACCESS OF LICENSED MATERIALS TO LICENSEE

CSA and SAGE will provide the Licensed Materials to the Licensee in the following manner:

<u>Network Access</u>. The Licensed Materials will be stored, with respect to the Collections, with CSA, and with respect to the journals that are not part of the Collections, at SAGE Journals Online, in digital form accessible by telecommunications links between such locations and authorized locations of Licensee.

III. FEES

Licensee shall make payment to CSA for use of the Licensed Materials as follows:

All fees are due and payable by Licensee sixty (60) days after the date of invoice from Licensor.

2 06 25

IV. AUTHORIZED USE OF LICENSED MATERIALS

Authorized Users. "Authorized Users" are:

Persons Affiliated with the University of California. Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee and the institution of which it is a part, regardless of the physical location of such persons. For campus locations see Exhibit 2.

Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

Access by and Authentication of Authorized Users. Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

IP Addresses. Authorized Users shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by Licensee to CSA and SAGE. The use of proxy servers is permitted as long as any proxy server IP addresses provided limit remote or off-campus access to Authorized Users.

Authorized Uses. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international copyright laws. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

Display. Licensee and Authorized Users shall have the right to electronically display the Licensed Materials.

Digitally Copy. Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials.

Print Copy. Licensee and Authorized Users may print a reasonable portion of the Licensed Materials

<u>Recover Copying Costs.</u> Licensee may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.

Archival/Backup Copy. Upon request of Licensee, Licensee may receive from SAGE and/or create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement, or as required to exercise Licensee's rights under section XII, 'Perpetual License', of this Agreement.

Caching. Licensee and Authorized Users may make local digital copies of the Licensed materials in order to ensure efficient use by Authorized Users by appropriate browser or other software.

3 06 25

<u>Collections of Information</u>. Licensee and Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

<u>Course Packs</u>. Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.

<u>Course Reserves (Print and Electronic)</u>. Licensee 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.

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

<u>Scholarly Sharing</u>. 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.

<u>Interlibrary Loan</u>. Licensee may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. Licensee 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.

Amount of Authorized Use.

<u>Unlimited Access.</u> Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited access to the Licensed Materials.

V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

<u>Unauthorized Use.</u> Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

<u>Modification of Licensed Materials.</u> Licensee shall not modify, manipulate, or create a derivative work of the Licensed Materials without the prior written permission of SAGE.

<u>Removal of Copyright Notice</u>. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

4 06 25

<u>Commercial Purposes.</u> Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs.

VI. MUTUAL PERFORMANCE OBLIGATIONS

<u>User Surveys.</u> CSA, SAGE and Licensee shall cooperate on the preparation and provision of user surveys to solicit feedback on the Licensed Materials from Authorized Users.

<u>Confidentiality of User Data.</u> CSA, SAGE and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its 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.

Implementation of Developing Security Protocols. CSA, SAGE and Licensee shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement. In the event that SAGE utilizes any type of digital rights management technology to control the access or the usage of Licensed Materials, SAGE agrees to notify Licensee of the name, contact information and any technical specifications for the digital rights management technology utilized.

VII. CSA'S AND SAGE'S PERFORMANCE OBLIGATIONS

<u>Availability of Licensed Materials</u>. Upon the Effective Date of this Agreement, CSA and SAGE shall make the Licensed Materials available to Licensee and Authorized Users.

<u>Documentation</u>. CSA and SAGE will provide and maintain help files and other appropriate user documentation.

<u>Training and Support.</u> CSA and SAGE will offer installation support, including assisting with the installation of any CSA or SAGE software. CSA and SAGE will provide appropriate training to Licensee staff relating to the use of the Licensed Materials and any software. CSA and SAGE will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. CSA and SAGE will make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.

<u>Quality of Service</u>. CSA and SAGE shall use reasonable efforts to ensure that their servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the on-line

5 06 25

information provision industry in the Licensee's locale.

CSA and SAGE 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 the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of CSA and SAGE, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Licensee and its Authorized Users.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify CSA and SAGE, and they shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that they fail to repair the nonconformity in a reasonable time, CSA shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed by Licensee under this Agreement.

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

<u>Completeness of Content.</u> Where applicable, SAGE shall use reasonable efforts to ensure that the online 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 Licensee to identify and correct errors or omissions.

<u>Continued Training</u>. CSA and SAGE will provide regular system and project updates to Licensee as they become available. They will provide additional training to Licensee staff made necessary by any updates or modifications to the Licensed Materials or any software.

<u>Notice of Terms of "Click-Through" License Terms.</u> In the event that CSA or SAGE 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), CSA and SAGE shall provide Licensee 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 this Agreement. In the event of any conflict between the terms of such "click-through" licenses and this Agreement, the terms of this Agreement shall prevail.

<u>Compliance with Americans with Disabilities Act.</u> CSA and SAGE shall make reasonable efforts to comply with the Americans with Disabilities Act (ADA).

6 06 75

Licensee and its Authorized Users acknowledge and agree that the above obligations shall, when referring to CSA, be obligations relating to the Collections and CSA Illumina and shall, when referring to SAGE, be obligations referring to the journals that are not part of the Collections and SAGE Journals Online.

VIII. LICENSEE PERFORMANCE OBLIGATIONS

<u>Provision of Notice of License Terms to Authorized Users.</u> Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

<u>Provision of Notice of Intellectual Property Right to Authorized Users.</u> Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Licensed Materials and the Internet platforms on which the Licensed Material is being made available. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of CSA and SAGE in the Licensed Materials and Internet platforms. Licensee shall promptly notify CSA and SAGE of any infringement that comes to Licensee's attention, and take appropriate steps to avoid its recurrence.

<u>Protection from Unauthorized Use</u>. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) CSA and/or SAGE may terminate such Authorized User's access to the Licensed Materials, (b) CSA and/or SAGE may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensee Materials upon CSA's and/or SAGE's request. CSA and SAGE shall take none of the steps described in this paragraph without first providing a sixty (60) day notice to Licensee and cooperation with the Licensee to avoid recurrence of any unauthorized use.

<u>Maintaining Confidentiality of Access Passwords.</u> Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party.

IX. TERM

This Agreement shall be in effect from January 1, 2005 to December 31, 2007[3 years]

70 25

X. RENEWAL

This agreement shall be renewable at the end of the current term for a successive oneyear period if Licensee party gives written notice of its intention to renew sixty (60) days before expiration of the current term. Any such renewal will be at the then current rates for the Licensed Material, which CSA and SAGE shall provide Licensee upon request.

XI. EARLY TERMINATION

In the event that any party believes that another materially has breached any obligations under this Agreement, or if CSA or SAGE believe that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching parties in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party that has served the notice shall have the right to terminate the Agreement without further notice.

Upon termination of this Agreement for cause by CSA or SAGE online access to the Licensed Materials by Licensee and Authorized Users shall be terminated immediately. Authorized copies of reasonable portions of the Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, so long as Licensee's default has not caused the termination, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XII. PERPETUAL LICENSE

Notwithstanding anything else in this Agreement, SAGE hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use only the Licensed Materials published during the subscription term. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be via Licensee's own servers.

XIII. WARRANTIES

Subject to the Limitations set forth elsewhere in this Agreement:

SAGE warrants that it has the right to license the rights granted under this Agreement to the Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

8 06 25

XIV. LIMITATIONS ON WARRANTIES

Notwithstanding anything else in this Agreement:

No party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

CSA and SAGE make no representation or warranty, and expressly disclaim any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and CSA and SAGE disclaim any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. CSA and SAGE make no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. CSA and SAGE further expressly disclaim any warranty or representation to Authorized Users, or to any third party.

XV. INDEMNITIES

SAGE shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Each party shall indemnify and hold the others 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 parties 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 their own expense.

9 0/25

XVI. ASSIGNMENT AND TRANSFER

No party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.

XVII. GOVERNING LAW

This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in California shall have jurisdiction to hear any dispute under this Agreement.

XVIII. DISPUTE RESOLUTION

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

<u>Mediation</u>. In the event that the parties can not by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other parties written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of all parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

<u>Arbitration</u>. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator. The arbitration shall take place at a location that is reasonably centrally located among the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other parties for review and copying no later than sixty (60) days after the notice of arbitration is served.

10 0625

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

XIX. FORCE MAJEURE

No party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XXI. AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of all the parties hereto.

XXII. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XXIII. WAIVER OF CONTRACTUAL RIGHT

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within five (5) business days after mailing if sent

11 06 25

by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

XXIV. FUNDING CONTINGENCY

The University of California ______ hat funds can be obtained sufficient to pay all monies due during the term of this Agreement and the full term of this transaction. The University of California's

intent to make payments for the full term of this transaction. The University of California represents that the use of the materials under this transaction are essential to its proper, efficient and economic operation.

In the event no funds or insufficient funds are appropriated and budgeted and are not otherwise legally available by an means whatsoever in any fiscal period for payments due under this transaction, the University of California will immediately notify Licensor of such occurrence and this transaction shall terminate on the last day of the subscription period for which payment has been made

XXV. NOTICES

If to SAGE:

SAGE Publications, Inc. 2455 Teller Road Thousand Oaks, California 91320

If to CSA:

Cambridge Scientific Abstracts 7200 Wisconsin Avenue, Suite 601 Bethesda, MD 20814 USA

120625

Attention: General Counsel

If to Licensee:

University of California Office of the President California Digital Library 415 20th Street, 4th Floor Oakland, CA 94612 USA

XXVI. PRINT ARCHIVAL COPY

SAGE will provide to Licensee a single print archival copy of titles selected from the Licensed Materials, as they are published, shipped to a single ship-to address at no additional cost for each title in the Collections and PLUS titles on HighWire to be delivered to:

UC Shared Journal Collection c/o YRL Serials Young Research Library Box 951575 Los Angeles, CA 90095-1575

Licensee will notify SAGE directly of titles to be shipped by January 31 of each year. The print copies will be housed in a UC regional storage facility. The purpose of the print archive is to provide a back-up source should any published content be missing from the online version, unsatisfactory in resolution or quality to meet a scholar's needs, or unavailable to authorized user(s).

13 06 25

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

5.

SAGE Publications, Inc.	S.	AGE	Pub	lications,	Inc.
-------------------------	----	-----	-----	------------	------

BY:

Telephone No.:

Cambridge Scientific Abstracts:

BY:

DATE: 2 05

DATE: 3/9/2005

E- 102

LICENSEE:

	DATE:	10	Arto	she Cla	2000	, guintaniago A
see	(a		*	A	-	
	-					

14 06 25

Schedule 1

Business Terms

- 1) SAGE Journals Online includes 343 titles in 2005 and all newly electronic SAGE titles published during the term of the license
- 2) SAGE Full-Text Collections (CSA) includes ten subject-based collections, 230 titles and 80,000 articles and all material added during the term of the license
- 3) Includes deep backfiles on CSA (up to 36 years)
- 4) Cover-to-cover inclusion for fulltext titles
- 5) No embargo period on either platform
- 6) List of titles to be included in License and updated annually
- Access for all authorized users at 10 UC campuses and the Office of the President (CDL)
- 8) Unlimited simultaneous users
- 9) Includes one print copy at no additional cost for each title in the Collections and PLUS titles on HighWire to be delivered to one UC depository
- 10) Perpetual rights to journals begin in 1999 and include all data published during the subscription term
- 11) Campus print orders are optional and in 2006 to be administered through serials agents
- 12) Includes at no additional cost all newly electronic SAGE titles published during the term of the license
- 13) Includes usage statistics at campus and aggregate level by title for both CSA and HighWire platforms
- 14) Includes option to access all fulltext journals on HighWire (including all titles available on CSA)

1

15)

15 06 25

2005 2006 2007

Total CDL Payments

16 06 25 BASK

Exhibit 1

LICENSED MATERIAL

SAGE Full-Text Collections: 2005 Titles

Journal Title	Collection Affiliation	ISSN
Communication Research	Communication Studies	0093-6502
Discourse & Society	Communication Studies	0957-9265
Discourse Studies	Communication Studies	1461-4456
European Journal of Communication	Communication Studies	0267-3231
Gazette	Communication Studies	0016-5492
Global Media & Communication	Communication Studies	1742-7665
Harvard Journal of International Press/ Politics,		
The	Communication Studies	1081-180X
Journal of Business and Technical		
Communication	Communication Studies	1050-6519
Journal of Communication Inquiry	Communication Studies	0196-8599
Journalism	Communication Studies	1464-8849
Management Communication Quarterly	Communication Studies	0893-3189
Media, Culture & Society	Communication Studies	0163-4437
New Media & Society	Communication Studies	1461-4448
Science Communication	Communication Studies	1075-5470
Television & New Media	Communication Studies	1527-4764
Visual Communication	Communication Studies	1470-3572
Written Communication	Communication Studies	0741-0883
Child Maltreatment	Criminology	1077-5595
Crime & Delinquency	Criminology	0011-1287
Criminal Justice	Criminology	1466-8025
Criminal Justice and Behavior	Criminology	0093-8548
Criminal Justice Policy Review	Criminology	0887-4034
Criminal Justice Review	Criminology	0734-0168
European Journal of Criminology	Criminology	1477-3708
Homicide Studies	Criminology	1088-7679
International Criminal Justice Review	Criminology	1057-5677
International Journal of Offender Therapy and		
Comparative Criminology	Criminology	0306-624X
Journal of Contemporary Criminal Justice	Criminology	1043-9862
Journal of Interpersonal Violence	Criminology	0886-2605
Journal of Research in Crime and Delinquency	Criminology	0022-4278
Police Quarterly	Criminology	1098-6111

17 06 25 MAK

Prison Journal, The	Criminology	0032-8855
Probation Journal	Criminology	0264-5505
Punishment & Society	Criminology	1462-4745
Theoretical Criminology	Criminology	1362-4806
Trauma, Violence & Abuse	Criminology	1524-8380
Violence Against Women	Criminology	1077-8012
	e	
Administration & Society	Political Science	0095-3997
American Politics Research	Political Science	1532-673X
American Review of Public Administration, The	Political Science	0275-0740
Annals of the American Academy of Political and		
Social Sciences, The	Political Science	0002-7162
Comparative Political Studies	Political Science	0010-4140
Cooperation and Conflict	Political Science	0010-8367
East European Politics & Societies	Political Science	0888-3254
European Journal of International Relations	Political Science	1354-0661
European Journal of Political Theory	Political Science	1474-8851
European Union Politics	Political Science	1465-1165
International Political Science Review	Political Science	0192-5121
International Relations	Political Science	0047-1178
International Review of Administrative Sciences	Political Science	0020-8523
Journal of Conflict Resolution	Political Science	0022-0027
Journal of Peace Research	Political Science	0022-3433
Journal of Theoretical Politics	Political Science	0951-6298
Party Politics	Political Science	1354-0688
Political Theory	Political Science	0090-5917
Politics & Society	Political Science	0032-3292
Politics, Philosophy & Economics	Political Science	1470-594X
Public Works Management & Policy	Political Science	1087-724X
Review of Radical Political Economics	Political Science	0486-6134
Security Dialogue	Political Science	0967-0106
oodany Dialogue	, ontroat objerioe	0001 0100
Acta Sociologica	Sociology	0001-6993
American Behavioral Scientist	Sociology	0002-7642
Body & Society	Sociology	1357-034X
Childhood	Sociology	0907-5682
Current Sociology	Sociology	0011-3921
Ethnography	Sociology	1466-1381
European Journal of Social Theory	Sociology	1368-4310
Family & Consumer Sciences Research Journal	Sociology	1077-727X
Gender & Society	Sociology	0891-2432
International Review for the Sociology of Sport	Sociology	1012-6902
International Sociology	Sociology	0268-5809
Journal of Contemporary Ethnography	Sociology	0891-2416
Journal of Family Issues	Sociology	0192-513X
Journal of Sociology	Sociology	1440-7833
Journal of Sport and Social Issues	Sociology	0193-7235
Men & Masculinities	Sociology	1097-184X
Race & Class	Sociology	0306-3968
	o o o o o o o o o o	0000-0000

18 06 25

1	Rationality and Society	Sociology	1043-4631
	Sexualities	Sociology	1363-4607
1	Social Compass	Sociology	0037-7686
	Social Science Information	Sociology	0539-0184
	Social Studies of Science	Sociology	0306-3127
1	Sociological Methods & Research	Sociology	0049-1241
	Sociology	Sociology	0038-0385
	Space and Culture	Sociology	1206-3312
	, Theory, Culture & Society	Sociology	0263-2764
	Thesis Eleven	Sociology	0725-5136
	Time & Society	Sociology	0961-463X
	Work and Occupations	Sociology	0730-8884
	Work, Employment & Society	Sociology	0950-0170
	Youth & Society	Sociology	0044-118X
	Action Research	Education	1476-7503
	Active Learning in Higher Education	Education	1469-7874
	Adult Education Quarterly	Education	0741-7136
	Arts and Humanities in Higher Education	Education	1474-0222
	Education & Urban Society	Education	0013-1245
	Educational Administration Quarterly	Education	0013-161X
	Educational and Psychological Measurement	Education	0013-1644
- 03	Educational Management Administration &		
	Leadership	Education	1741-1432
	Educational Policy	Education	0895-9048
	Emotional & Behavioural Difficulties	Education	1363-2752
	European Physical Education Review	Education	1356-336X
	Improving Schools	Education	1365-4802
	International Journal of Music Education	Education	0255-7614
	Journal of Early Childhood Literacy	Education	1468-7984
	Journal of Early Childhood Research	Education	1476-718X
	Journal of Hispanic Higher Education	Education	1538-1927
	Journal of Research in International Education	Education	1475-2409
	Journal of Studies in International Education	Education	1028-3153
	Journal of Teacher Education	Education	0022-4871
	Journal of Transformative Education	Education	1541-3446
	Psychology of Music	Education	0305-7356
	Theory and Research in Education	Education	1477-8785
	Urban Education	Education	0042-0859
	Applied Psychological Measurement	Psychology	0146-6216
,	Assessment	Psychology	1073-1911
1	Autism	Psychology	1362-3613
1	Behavior Modification	Psychology	0145-4455
	Behavioral & Cognitive Neuroscience Reviews	Psychology	1534-5823
	Clinical Child Psychology and Psychiatry	Psychology	1359-1045
	Counseling Psychologist, The	Psychology	0011-0000
	Culture & Psychology	Psychology	1354-067X
	Educational and Psychological Measurement	Psychology	0013-1644
1	Environment & Behavior	Psychology	0013-9165
			A 1 4 1

19 625

Family & Consumer Sciences Research Journal	Psychology	1077-727X	
Family Journal, The	Psychology	1066-4807	
Feminism & Psychology	Psychology	0959-3535	
First Language	Psychology	0142-7237	
Group Analysis	Psychology	0533-3164	
Group Processes & Intergroup Relations	Psychology	1368-4302	
Hispanic Journal of Behavioral Sciences	Psychology	0739-9863	
Journal of Adolescent Research	Psychology	0743-5584	
Journal of Black Psychology	Psychology	0095-7984	
Journal of Career Assessment	Psychology	1069-0727	
Journal of Cross-Cultural Psychology	Psychology	0022-0221	
Journal of Early Adolescence, The	Psychology	0272-4316	
Journal of Humanistic Psychology	Psychology	0022-1678	
Journal of Language & Social Psychology	Psychology	0261-927X	
Journal of Social and Personal Relationships	Psychology	0265-4075	
Personality and Social Psychology Bulletin	Psychology	0146-1672	
Psychology of Music	Psychology	0305-7356	
Research on Aging	Psychology	0164-0275	
School Psychology International	Psychology	0143-0343	
Theory & Psychology	Psychology	0959-3543	
, , , , , , , , , , , , , , , , , , , ,	,		
Action Research	Management & Organization Studies	1476-7503	
Advances in Developing Human Resources	Management & Organization Studies	1523-4223	
Asia Pacific Journal of Human Resources	Management & Organization Studies	1038-4111	
Business & Society	Management & Organization Studies	0007-6503	
Compensation & Benefits Review	Management & Organization Studies	0886-3687	
Cornell Hotel and Restaurant Administration		0000 0001	
Quarterly	Management & Organization Studies	0010-8804	
Economic and Industrial Democracy	Management & Organization Studies	0143-831X	
European Journal of Industrial Relations	Management & Organization Studies	0959-6801	
Group & Organization Management	Management & Organization Studies	1059-6011	
Human Relations	Management & Organization Studies	0018-7267	
Human Resource Development Review	Management & Organization Studies	1534-4843	
International Journal of Cross Cultural	0		
Management	Management & Organization Studies	1470-5958	
International Small Business Journal	Management & Organization Studies	0266-2426	
Journal of Applied Behavioral Science	Management & Organization Studies	0021-8863	
Journal of Macromarketing	Management & Organization Studies	0276-1467	
Journal of Management	Management & Organization Studies	0149-2063	
Journal of Management Education	Management & Organization Studies	1052-5629	
Journal of Management Inquiry	Management & Organization Studies	1056-4926	
Journal of Marketing Education	Management & Organization Studies	0273-4753	
Journal of Service Research	Management & Organization Studies	1094-6705	
Journal of the Academy of Marketing Science	Management & Organization Studies	0092-0703	
Leadership	Management & Organization Studies	1742-7150	
Management Communication Quarterly	Management & Organization Studies	0893-3189	
Management Learning	Management & Organization Studies	1350-5076	
Marketing Theory	Management & Organization Studies	1470-5931	
Nonprofit and Voluntary Sector Quarterly	Management & Organization Studies	0899-7640	
Organization	Management & Organization Studies	1350-5084	
	management a organization otudies	1000-0004	

20 % 25 AK

Organization & Environment Management & Organization Studies 1086-0266 Organization Studies Management & Organization Studies 0170-8406 Organizational Research Methods Management & Organization Studies 1094-4281 Public Works Management & Policy Management & Organization Studies 1087-724X Simulation & Gaming Management & Organization Studies 1046-8781 Small Group Research Management & Organization Studies 1046-4964 Strategic Organization Management & Organization Studies 1476-1270 Work and Occupations Management & Organization Studies 0730-8884 Work, Employment & Society Management & Organization Studies 0950-0170 Autism Nursing & Health Sciences 1362-3613 Biological Research For Nursing Nursing & Health Sciences 1099-8004 Clinical Child Psychology and Psychiatry Nursing & Health Sciences 1359-1045 Clinical Nursing Research Nursing & Health Sciences 1054-7738 Dementia Nursing & Health Sciences 1471-3012 Evaluation and the Health Professions Nursing & Health Sciences 0163-2787 Health Education & Behavior Nursing & Health Sciences 1090-1981 Health Promotion Practice Nursing & Health Sciences 1524-8399 Health: Nursing & Health Sciences 1363-4593 Home Health Care Management & Practice Nursing & Health Sciences 1084-8223 International Journal of Social Psychiatry Nursing & Health Sciences 0020-7640 Journal of Aging and Health Nursing & Health Sciences 0898-2643 Journal of Child Health Care Nursing & Health Sciences 1367-4935 Journal of Family Nursing Nursing & Health Sciences 1074-8407 Journal of Holistic Nursing Nursing & Health Sciences 0898-0101 Journal of Intellectual Disablilites Nursing & Health Sciences 1469-0047 Journal of Research in Nursing: Formerly Nursing Times Research Nursing & Health Sciences 1361-4096 Journal of Transcultural Nursing Nursing & Health Sciences 1043-6596 Medical Care Research and Review Nursing & Health Sciences 1077-5587 Nursing Science Quarterly Nursing & Health Sciences 0894-3184 Policy, Politics and Nursing Practice Nursing & Health Sciences 1527-1544 Qualitative Health Research Nursing & Health Sciences 1049-7323 Transcultural Psychiatry Nursing & Health Sciences 1363-4615 Western Journal of Nursing Research Nursing & Health Sciences 0193-9459 High Performance Polymers Materials Science 0954-0083 International Journal of Damage Mechanics Materials Science 1056-7895 Journal of Bioactive and Compatible Polymers Materials Science 0883-9115 Journal of Biomaterials Applications Materials Science 0885-3282 Journal of Cellular Plastics Materials Science 0021-955X Journal of Composite Materials Materials Science 0021-9983 Journal of Elastomers and Plastics Materials Science 0095-2443 Journal of Industrial Textiles Materials Science 1528-0837 Journal of Intelligent Material Systems and Structures Materials Science 1045-389X Journal of Plastic Film and Sheeting Materials Science 8756-0879 Journal of Reinforced Plastics and Composites Materials Science 0731-6844 Journal of Sandwich Structures and Materials Materials Science 1099-6362 Journal of Thermoplastic Composite Materials Materials Science 0892-7057

21 06 25

Materials Science	1081-2865
Materials Science	1475-9217
Urban Studies & Planning	0891-2424
Urban Studies & Planning	0013-1245
Urban Studies & Planning	0969-7764
Urban Studies & Planning	0160-0176
Urban Studies & Planning	0739-456X
Urban Studies & Planning	1538-5132
Urban Studies & Planning	0885-4122
Urban Studies & Planning	0096-1442
Urban Studies & Planning	1473-0952
Urban Studies & Planning	1078-0874
Urban Studies & Planning	0042-0859
	Materials Science Urban Studies & Planning Urban Studies & Planning

SAGE Non-Collections/ Plus Titles: 2005

Journal Title	Collection Affiliation	ISSN
ABC Package includes the Journal of Business		
Communication and Business Communication	Plus Title	0021-9435
Quarterly Adaptive Behavior	Plus Title	1059-7123
Adaptive Benavior Affilia	Plus Title	0886-1099
American Journal of Evaluation	Plus Title	1098-2140
American Journal of Sports Medicine	Plus Title	0363-5465
Anthropological Theory	Plus Title	1463-4996
Armed Forces and Society	Plus Title	0095-327X
AWHONN Lifelines	Plus Title	1091-5923
British Journal of Visual Impairment	Plus Title	0264-6196
British Journalism Review	Plus Title	0956-4748
Bulletin of Science, Technology & Society	Plus Title	0270-4676
Business Information Review	Plus Title	0266-3821
China Information	Plus Title	0920-203X
Clin-Alert	Plus Title	0069-4770
Clinical Case Studies	Plus Title	1534-6501
Comparative American Studies	Plus Title	1477-5700
Complementary Health Practice Review	Plus Title	1076-1675
Concurrent Engineering	Plus Title	1063-293X
Crime, Media, Culture	Plus Title	1741-6590
Critical Social Policy	Plus Title	0261-0183
Critique of Anthropology	Plus Title	0308-275X
Cross-Cultural Research	Plus Title	1069-3971
Cultural Dynamics	Plus Title	0921-3740
Cultural Studies <-> Critical Methodologies	Plus Title	1532-7086
Diogenes	Plus Title	0392-1921
Ethnicities	Plus Title	1468-7968
European History Quarterly	Plus Title	0265-6914

22 \$ 25

European lower of Automation	Plus Title	1461-9571
European Journal of Archaeology	Plus Title	1367-5494
European Journal of Cultural Studies	Plus Title	1350-5068
European Journal of Women's Studies	Plus Title	1356-3890
Evaluation		0193-841X
Evaluation Review	Plus Title	
Experimental Mechanics	Plus Title	0014-4851
Feminist Theory	Plus Title	1464-7001
Field Methods	Plus Title	1525-822X
Food Science and Technology International	Plus Title	1082-0132
French Cultural Studies	Plus Title	0957-1558
Global Media and Communication	Plus Title	1742-7665
Global Social Policy	Plus Title	1468-0181
Health Informatics Journal	Plus Title	1460-4582
History of Psychiatry	Plus Title	0957-154X
History of the Human Sciences	Plus Title	0952-6951
IFLA Journal	Plus Title	3040-0352
Illness, Crisis & Loss	Plus Title	1054-1373
Indoor and Built Environment	Plus Title	1420-326X
Information Development	Plus Title	0266-6669
Integrative Cancer Therapies	Plus Title	1534-7354
International Journal of Comparative Sociology	Plus Title	0020-7152
International Journal of Cultural Studies	Plus Title	1367-8779
International Journal of High Performance		
Computing Applications	Plus Title	1094-3420
International Journal of Lower Extremity Wounds	Plus Title	1534-7346
International Journal of Robotics Research, The	Plus Title	0278-3649
International Social Work	Plus Title	0020-8728
Journal of Applied Gerontology	Plus Title	0733-4648
Journal of Asian and African Studies	Plus Title	0021-9096
Journal of Biological Rhythms	Plus Title	0748-7304
Journal of Biomolecular Screening	Plus Title	1087-0571
Journal of Black Studies	Plus Title	0021-9347
Journal of Classical Sociology	Plus Title	1468-795X
Journal of Clinical Pharmacology	Plus Title	0091-2700
Journal of Commonwealth Literature, The	Plus Title	0021-9894
Journal of Consumer Culture	Plus Title	1469-5405
Journal of Contemporary History	Plus Title	0022-0094
Journal of Developing Societies	Plus Title	0169-796X
Journal of Diagnostic Medical Sonography	Plus Title	8756-4793
Journal of English Linguistics	Plus Title	0075-4242
Journal of Environment & Development	Plus Title	1070-4965
Journal of European Social Policy	Plus Title	0958-9287
Journal of European Studies	Plus Title	0047-2441
Journal of Family History	Plus Title	0363-1990
Journal of Fire Protection Engineering	Plus Title	1042-3915
Journal of Fire Sciences	Plus Title	0734-9041
Journal of Geriatric Psychiatry and Neurology	Plus Title	0891-9887
Journal of Health Psychology	Plus Title	1359-1053
Journal of Hospitality & Tourism Research	Plus Title	1096-3480
Journal of Human Lactation	Plus Title	0890-3344
	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	and and a second

23 \$ 25 MAR

Journal of Information Science	Plus Title	0165-5515
Journal of Intensive Care Medicine	Plus Title	0885-0666
Journal of Librarianship and Information Science	Plus Title	0961-0006
Journal of Material Culture	Plus Title	1359-1835
Journal of Neuroimaging	Plus Title	1051-2284
Journal of Obstetric, Gynecologic, and Neonatal		
Nursing	Plus Title	0884-2175
Journal of Pediatric Oncology Nursing	Plus Title	1043-4542
Journal of Pharmacy Practice	Plus Title	0897-1900
Journal of Psychopharmacology	Plus Title	0269-8811
Journal of Social Archaeology	Plus Title	1469-6053
Journal of Social Work	Plus Title	1468-0173
Journal of Sports Economics	Plus Title	1527-0025
Journal of the American Psychiatric Nurses		
Association	Plus Title	1078-3903
Journal of Thermal Envelope and Building		
Science	Plus Title	1097-1963
Journal of Travel Research	Plus Title	0047-2875
Journal of Vibration and Control	Plus Title	1077-5463
Journal of Visual Culture	Plus Title	1470-4129
Language and Literature	Plus Title	0963-9470
Latin American Perspectives	Plus Title	0094-582X
Medical Decision Making	Plus Title	0272-989X
Modern China	Plus Title	0097-7004
National Institute Economic Review	Plus Title	0027-9501
Neurorehabilitation and Neural Repair	Plus Title	0888-4390
Neuroscientist, The	Plus Title	1073-8584
Philosophy & Social Criticism	Plus Title	0191-4537
Philosophy of the Social Sciences	Plus Title	0048-3931
Public Finance Review	Plus Title	1091-1421
Public Understanding of Science	Plus Title	0963-6625
Qualitative Inquiry	Plus Title	1077-8004
Qualitative Research	Plus Title	1468-7941 1473-3250
Qualitative Social Work	Plus Title	
Research on Social Work Practice	Plus Title	1049-7315 0048-7457
Reuse/Recycle Newsletter Review of Public Personnel Administration	Plus Title Plus Title	0734-371X
Science, Technology & Human Values	Plus Title	0162-2439
Shock and Vibration Digest, The	Plus Title	0583-1024
SINULATION	Plus Title	0037-5497
Social & Legal Studies	Plus Title	0964-6639
Social Science Computer Review	Plus Title	0894-4393
South Asia Research	Plus Title	0262-7280
The Diabetes Educator	Plus Title	0145-7217
Tourist Studies	Plus Title	1468-7976
Waste Management & Research	Plus Title	0734-272X
Young	Plus Title	1103-3088
Youth Violence and Juvenile Justice	Plus Title	1541-2040
	1103 1100	1011 2010

24 06 25

PARK

Exhibit 2

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, Merced 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 Office of the President

25 8/25