This Agreement is made the 1st day of January 2010

BETWEEN

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AND

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, California 94612, USA ("Licensee")

1. Key Definitions

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1.7 “Location” means the geographical location(s) of the Campuses and their form of access, as set out in Schedule 4 to this Agreement.

1.8 “Parties” means the Licensor or Licensee;

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1.10 “Site” means the electronic site on which the Licensed Materials will be displayed.

1.11 “Term” means the period specified in Schedule 3 unless terminated earlier under Clause 6.

1.13 “Walk-in Users” Means patrons who are authorized to be present on the Licensee’s premises at the Location.
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6. **Termination**

6.1 Either party may terminate this License:

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6.1.2 immediately upon the other party becoming insolvent, subject to receivership, liquidation or similar external administration.

6.2 Licensor may terminate this Agreement if Licensee defaults in making payment of the Fee or any part of the Fee.

6.3 On termination of this Agreement for just cause, access to the Licensed Materials by Licensee and Authorized Users shall be terminated.
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8.2 Should Licensee wish to invoke the indemnity in clause 8.1 this is conditional on the following. The Licensee must promptly notify Licensor of all details known of any such claims and must not make any admission of liability and
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9. General

9.1 Neither party shall be liable for failure, default or delay in performing its obligations under this License, caused by a Force Majeure event which shall include any act of God, war, or threatened war, act or threatened act of terrorism, riot, strike, lockout, individual action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

9.2 Licensor may assign or transfer any of its rights and obligations under this License, upon written notice to Licensee. Licensee may not assign its rights or transfer its obligations herein without the prior written consent of Licensor.

9.3 Alterations to this Agreement are only valid if they are recorded in writing and signed by both parties.

9.4 In the event that any provision of this Agreement is held to be invalid, the remainder of the provisions shall continue in full force and effect.

9.5 There shall be no right whatsoever for any third party to enforce the terms and conditions of this Agreement. The Parties hereby otherwise exclude any such rights for any third party enforcement.

9.6 No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver, to be effective, must be in writing and signed by a duly authorised representative of each party.

9.7 Any notice under this Agreement must be hand written and may be delivered or sent by fax or first class post to the offices of the relevant party set out on the first page of Agreement (or as otherwise notified from time to time) and such notice shall be deemed to have been received upon successful transmission of faxing or 7 (seven) days from the date of posting.

9.8 To the fullest extent permitted by law, this Agreement constitutes the entire Agreement between Licensor and Licensee with respect to the Licensed Materials.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed:

For BM:
By: [Signature]
Commercial Director
Dated: 1/1/2011.

For California Digital Library:
By: [Signature]
Executive Director
Dated: 12/17/00
SCHEDULE 1

Licensed Materials

Journals

Archives of Disease in Childhood
Annals of the Rheumatic Disease
BMJ.com
British Journal of Ophthalmology
British Journal of Sports Medicine
Emergency Medicine Journal
Gut
Heart
Injury Prevention
Journal of American Medical Informatics Association
Journal of Clinical Pathology
Journal of Epidemiology and Community Health
Journal of Medical Ethics
Journal of Medical Genetics
Journal of Neurology, Neurosurgery, and Psychiatry
Occupational and Environmental Medicine
Postgraduate Medical Journal
Quality and Safety in Health Care
Sexually Transmitted Infections
Thorax
Tobacco Control
Evidence Based Medicine
Evidence Based Mental Health
Evidence Based Nursing
**SCHEDULE 2**

**Fee**

*Price based on 2 small FTE sites, 2 medium FTE sites and 3 large FTE sites.*

*3 year contract, with fixed pricing.*

2010 =  
2011 =  
2012 =  

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SCHEDULE 3

Term

From January 1, 2010 to December 31, 2012
US Canada Consortia Contract

SCHEDULE 4

Campuses of the University of California

University of California, Berkeley (including Lawrence Berkeley Lab)

University of California, Davis

University of California, Irvine

University of California, Los Angeles

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University of California Office of the President

UC Berkeley (including Lawrence Berkeley Laboratory)
US Canada Consortia Contract
UC Los Angeles
UC Merced
UC Riverside
UC San Francisco
UC Santa Barbara
UC Santa Cruz
UC San Diego
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UC Office of the President - California Digital Library
## SCHEDULE 5
**Matrix of Certain Rights**

<table>
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<th>Publication</th>
<th>Perpetual Rights to Material Published between January 1 2010 and December 31 2012</th>
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<td>Best Health</td>
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<tr>
<td>BMJ Point of Care</td>
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</tbody>
</table>
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