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Agreement Date: _____ December 16, 2016 _____

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(responsible for overseeing participation)

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

Telephone: _____

E-Mail: _____

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(if different from Primary Contact)

Attn: _____ CDL Acquisitions Coordinator

Address: University of California, Geisel Library
9500 Gilman Drive 0175K
La Jolla, CA 92093-0175

Telephone: _____

E-Mail: _____

Licensee Technical Contact:

(responsible for providing authentication information)

Attn: CDL Support

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

Telephone: (510) 987-0555

E-Mail: cdlsupport-1@ucop.edu

**Authentication, Authorization, Proxy Server,
and Authorized Sites Information:**

See Attached Form

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LICENSEE

JSTOR

SIGNED BY
NAME:

BY:
NAME:

TITLE: Associate Executive Director
Director, Collection Development and Management Program
California Digital Library, Office of the President
University of California
DATE: 12/15/2016

TITLE: VP, IPSP
DATE: 12/16/2016

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See Attached for Authorized Sites

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See Attached

Shibboleth Authentication Information, if applicable. *Please provide us with regular updates to this information*

Are you planning to access JSTOR through your institutional Shibboleth account?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If yes, which Federation (or Federations) is your institution a member of?	
Please list the campuses (if more than one) currently covered by your Identity Provider	

JSTOR User Services will contact the Licensee Technical Contact for additional Shibboleth configuration details

Proxy Server Information (Optional) *Please provide us with regular updates to this information*

Are you currently using a proxy server to provide access to restricted resources?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide the IP Information of the proxy server:	
If yes, please also provide the URL of the webpage that offers information about how use the proxy:	
Do you have plans to use a proxy server or add additional proxy servers in the future?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you provide to users any other means of access to restricted resources from machines outside of your campus IP domain?	Yes <input type="checkbox"/> No <input type="checkbox"/>

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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

* Office of the President, including California Digital Library (CDL) provides administrative support and needs access.

IP Addresses by Authorized Site

**Berkeley (UCB), including Lawrence
Berkeley Lab**

Range Start



Range End



Davis (UCD)

Range Start



Range End



Irvine (UCI)

Range Start



Range End





Los Angeles (UCLA)
Range Start



Range End



Merced (UCM)
Range Start



Range End



Office of the President (UCOP)
Range Start



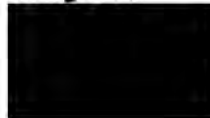
Range End



Riverside (UCR)
Range Start



Range End



San Diego (UCSD)
Range Start



Range End



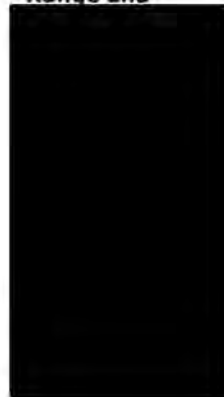


San Francisco (UCSF)

Range Start



Range End



Santa Barbara (UCSB)

Range Start

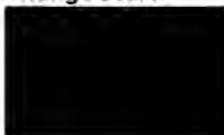


Range End



Santa Cruz (UCSC)

Range Start



Range End



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- 13.1 Archiving of Back Issues. As an archive serving the scholarly community, JSTOR provides long term preservation of the Back Issue material in its collections by pursuing best practices and standards in the creation and maintenance of the JSTOR Platform and establishing mirror sites and multiple back up files for all of the materials in the JSTOR Platform, and for those Back Issue materials included in the JSTOR Platform that have print editions, establishing dedicated repositories at several participating institutions to house and preserve the print copies under archival-quality conditions. With the support of institutional licensees, JSTOR is also developing an endowment to ensure the long term operating viability of the JSTOR Platform. Institutional licensees typically pay an Annual Access Fee (a recurring payment for access to the JSTOR Platform) and an Archive Capital Fee (a one-time fee to ensure long term preservation, upgrading and enhancements of the scholarly materials on JSTOR). Should Licensee elect to terminate access to a JSTOR Back Issue collection, it may resume access to that Back Issue collection and all content subsequently added to that collection at any time in the future through payment of only the Annual Access Fee (unless Licensee has remaining installments of the Archive Capital Fee in which case it will also resume paying that fee from the point at which the Institutional Licensee left).
- 13.2 Post Cancellation Access for Current Issues. Access to Current Issues shall be available to Licensee following the Institution's cancellation or non-renewal of a subscription to the Current Issues of the applicable journal ("Post Cancellation Access") (i) through Portico for Portico participants (all of the journals whose Current Issues are available on the JSTOR Platform are also part of the Portico digital preservation service); (ii) if Licensee continues to license Back Issues for applicable fees, JSTOR will honor access to subscribed Current Issues for cancelled or non-renewed Subscriptions until the Moving Wall catches up to the year in which the subscription was cancelled or discontinued; or (iii) if neither (i) nor (ii) apply JSTOR will arrange for alternative access for a small fee if Licensee is not a Portico participant.
- 13.3 Perpetual Access for Books. In the event of Licensee's cancellation or non-renewal of an Institutional Participation Agreement JSTOR shall provide nonexclusive, perpetual access to Books through either JSTOR (with possible limitations on access and functionality) or Portico (many of the Books which are available on the JSTOR Platform are also part of the Portico digital preservation service) as selected in JSTOR's discretion.

14 DMCA Notifications

If you believe that content in the Primary Source Materials violates your copyright or otherwise violates your rights, please send a written notice to JSTOR directed to the Office of the General Counsel, JSTOR, 2 Rector

Street 18th Floor, New York, NY, 10006 or send an email to the address listed at <http://www.copyright.gov/onlinesp/agents/jstor.pdf>. Please provide with your notice the following information, consistent with the Digital Millennium Copyright Act: (a) a physical or electronic signature of a person authorized to act on behalf of the copyright owner; (b) identification of the copyrighted work(s) claimed to have been infringed; (c) identification of the infringing material and information that will permit JSTOR to locate the material; (d) information that will permit us to contact you, including an address, telephone number, and, if available, an electronic mail address at which you may be contacted; (e) a statement by you that, in your good faith belief, use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Upon such notification, or if JSTOR learns of such a claim from another source, JSTOR may remove such content pending the resolution of such claim.

15 Additional Terms and Conditions of Use.

- 15.1 Data for Research is a JSTOR program for research activities involving computational analysis rather than for purposes of understanding the intellectual meaning of such content. Data for Research users will be able to (i) search the JSTOR archive using the Data for Research search function; (ii) download chart data to view, use and display as Excel-compatible CSV files; (iii) view document-level data including word frequencies, citations, key terms and ngrams; requesting and downloading datasets containing word frequencies, citations, key terms, or ngrams associated with the Data for Research selected; and (iv) subject to registration with JSTOR and at JSTOR's discretion, access additional data via a method prescribed by JSTOR. For the purpose of clarity, Data for Research is not limited to Licensed Content. Additional use of Data for Research and access to a custom dataset are subject to JSTOR's approval. Please see the Data for Research registration page for further information <http://dfr.jstor.org/accounts/register/>. The Prohibited Uses described in Section 5 above apply also to uses of Data for Research.

16 Withdrawing Content from JSTOR.

JSTOR may withdraw Content from JSTOR for good cause shown. JSTOR would endeavor, to the extent practicable, to minimize any inconvenience to Authorized Users caused by such withdrawal. However, should JSTOR be unable to avoid such inconvenience, JSTOR in no way will be held liable for the withdrawal of such Content from the JSTOR Platform. If JSTOR withdraws a material amount of Content, Licensee may, upon written request, (a) be granted its choice of a refund or a credit of a prorated portion of its annual access fee for the Agreement then in effect or (b) terminate its agreement without penalty by providing written notice to JSTOR.

17 Privacy Policy.

Use of JSTOR indicates acceptance of JSTOR's Privacy Policy, available at <http://www.jstor.org/page/info/about/policies/privacy.jsp> as it may be amended from time to time.

18 Force Majeure.

Neither JSTOR nor Licensees, its Authorized Sites, or Authorized Users will be liable for failures or delays in performing their obligations pursuant to this contract arising from any cause beyond their control, including but not limited to, act of God, acts of civil or military authority, terrorism, fires, strikes, lockouts or labor disputes, epidemics, wars, riots, earthquakes, storms, typhoons and floods and in the event of any such delay, the time for either party's performance will be extended for a period equal to the time lost by reason of the delay. If the conditions giving rise to the delay continue beyond thirty (30) consecutive days, either party may terminate its agreement with the other by giving written notice to the other party.

19 General.

- 19.1 In the event that JSTOR requires Authorized Users to agree to additional terms relating to the use of the Licensed Materials (commonly referred to as "click-through" or "clickwrap" licenses), or otherwise attempts to impose terms on Authorized Users through online terms and conditions invoked by the mere use or viewing of the Licensed Materials, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between the click-through terms or online terms and conditions and

this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, Authorized Users are not a party to this Agreement.

- 19.2 These Terms and Conditions of Use will be interpreted and construed according to California and United States Federal law, excluding any such laws or conventions that might direct the application of the laws of another jurisdiction and resolution and venue shall be as follows:
- (a) Dispute Resolution: In the event of 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.
- (b) Mediation. In the event that the parties cannot 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 party 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 both 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.
- (c) Arbitration. 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 and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between 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 party for review and copying no later than sixty (60) days after the notice of arbitration is served. 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.
- 19.3 If you are a United States public educational or government institution, those portions of this Agreement which are invalid or unenforceable against you due to applicable state or federal law, shall be construed in a manner most consistent with applicable governing law.
- 19.4 If any provision or provisions of these Terms and Conditions of Use will 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 will not be in any way affected or impaired thereby. A waiver of any breach of these Terms and Conditions of Use will not be deemed a waiver of other breaches of these Terms and Conditions of Use.
- 19.5 The English language version of agreements with JSTOR will be controlling over any other version.
- 19.6 JSTOR will notify Licensee of significant material modifications of these Terms and Conditions affecting the terms of this Agreement. A modification will become effective for Licensee if it does not object in writing to JSTOR within sixty (60) days from the time JSTOR emails notice of the modification. In the event of such an objection, Licensee will be given the opportunity to discuss such objection with JSTOR and, if no agreement regarding the modification can be reached, the Licensee will have the right to terminate the agreement on thirty (30) days written notice. If the parties agree to a negotiated version of the modification, they will confirm that version in writing.

JSTOR PRODUCT AND PAYMENT TERMS

JSTOR offers a range of collections, products and payment options as described below. Licensee's participation shall be subject to this Institutional Participation Agreement, including the Terms and Conditions of Use referenced herein, payment of applicable fees (payable in US dollars exclusive of any applicable taxes) and the below terms as may be updated by JSTOR. All fees may be subject to tiering pursuant to JSTOR's Classification tiers for journals or JSTOR's Books at JSTOR Classification tiers, as applicable.

The following shall apply only if Licensee has elected to license the applicable product:

This shall apply only if you are ordering Archive Collections:

The fees for Archive Collections are comprised of: (1) an Archive Capital Fee ("ACF", a one-time fee per Collection aimed at ensuring the long term preservation, upgrading, and enhancements of the scholarly materials in the JSTOR archive, for certain collections such one-time fee is a Network Participation Fee) and (2) an Annual Access Fee ("AAF", a periodic payment covering Institutional Licensee's access to the JSTOR Archive). The AAF is subject to reasonable annual increases upon renewal of the Agreement. Based on Licensee's level of JSTOR participation, Licensee may also be eligible in JSTOR's discretion to either: (1) pay out the ACF pro-rated over a period of years as specified in the applicable invoice or (2) pay a one-time fee per collection (a portion of which shall consist of the ACF). Licensee may select any payment option for which you may be eligible. Licensee may also elect to add access for your institution's alumni through a secure portal or via an authenticated web site by paying an additional 10% of the total AAF (or other percentage set by JSTOR to better reflect the usage by Licensee's alumni relative to Licensee's other Authorized Users or otherwise upon reasonable notice; for the purpose of clarity JSTOR shall provide reasonable notice of any change in percentage and provide Licensee an opportunity to discuss any such change).

In recognition of the important archival function provided by JSTOR, should Licensee terminate access to a JSTOR collection, Licensee may resume access to that collection and all content subsequently added to that collection at any time through payment of only the AAF (and any outstanding prorated installments of ACF).

The parties agree and acknowledge that Licensee shall pay a separate ACF and/or AAF for each individual Authorized Site other than the University of California Office of the President under this Agreement.

This shall apply only if you are ordering subscriptions from the Current Scholarship Program:

You may subscribe to Current Issues titles (1) as single title subscriptions, available on a calendar year or rolling basis or (2) as part of Current Collections (for example, Arts & Sciences I – Current), available on a calendar year basis. Current Issues subscriptions include issues of the journal published online back to the Digital Availability Date, defined as the year when the title initially was published online in digital format (not including digitized print versions), unless otherwise stated. For access to the full run of a title, you may add the earlier issues from the Archive on a single title basis or as part of JSTOR's Archival Collections.

The parties agree and acknowledge that Licensee shall pay a separate subscription fee for each individual Authorized Site other than the University of California Office of the President under this Agreement.

This shall apply only if you are ordering titles from Books at JSTOR:

You may purchase access to Books on JSTOR on a title-by-title basis or you may elect to participate in the Demand Driven Access program ("DDA") wherein your Authorized Users will be able to use a selected Book prior to payment until use of that title reaches a threshold set by JSTOR (which it may amend from time to time; for the purpose of clarity JSTOR shall provide reasonable notice of any change in the triggers and provide Licensee an opportunity to discuss any such change) at which time a purchase of access to that title will be automatically triggered at the then-current price and the fees automatically deducted from a deposit account to be established through the Books at JSTOR Deposit Addendum. Access to Books at JSTOR shall also be subject to an annual platform fee unless such fee is waived by JSTOR in its sole discretion in consideration for Licensee's continuing participation in JSTOR archival journal collections. For the sake of clarity, the current fee is waived for Licensee for it and the Authorized Sites based on their current participation in JSTOR archive journal collections. The continuation of such waiver will be evaluated yearly based on Licensee's and the Authorized Sites' participation in JSTOR Collections at the relevant time.

The parties agree and acknowledge that Licensee shall pay to acquire access to a separate copy of each Book for each individual Authorized Site other than the University of California Office of the President.

BOOKS AT JSTOR®
BUSINESS TERMS & DEPOSIT ADDENDUM FOR DEMAND DRIVEN ACCESS
(DDA)

Effective Date: January 1, 2017

Initial Term: Two Years (January 1, 2017 through December 31, 2018)

Licensee: The Regents of the University of California

Amount of Deposit for Initial Term: 2017: [REDACTED]; 2018: [REDACTED]

Access / Platform fees for Initial Term: None

Authorized Sites: All sites listed on the Authorized Sites page, except for UCSF

The above Licensee is a JSTOR participant and has elected to participate in the Demand Driven Access (DDA) model offered by Books at JSTOR. After this Agreement is signed and upon selection by Licensee of the Books to be included in its DDA corpus, Authorized Sites shall be able to use Books the Licensee selects in DDA prior to payment until use of a Book reaches a threshold set by JSTOR (as JSTOR may amend from time to time), at which time purchase of access to one copy of that Book per authorized site automatically will be triggered. When a trigger occurs, the fees for the relevant Book automatically shall be deducted from a deposit account with a deposit as indicated above. The current conditions for a Trigger Purchase will be 46 chapter views or 28 chapter downloads. The triggers will apply per Book and will be based on the cumulative usage of all Authorized Sites. The parties agree that when a Book is triggered, Licensee shall pay for access on JSTOR for one copy per authorized site of a Book, other than the University of California Office of the President. For Books acquired using funds from the deposit for the initial term of the Agreement, such Books shall be subject to a tiered savings of [REDACTED] and an additional savings of [REDACTED] off the list price of the Books to which access on JSTOR is purchased for all Authorized Sites.

The minimum required funds for 2017 to open a deposit account shall be [REDACTED] for the Licensee's 2 year Pilot Program and all deposits must be made in U.S. Dollars. The year 2 deposit is projected to be at [REDACTED] Annual access / platform fees for the two-year Pilot Program are waived. Funds shall not be transferrable to any other JSTOR programs, including but not limited to Archive Collections and Current Issues. All funds shall be held in a non-interest bearing account and shall be deducted from the Licensee's balance only once an order has been placed. The Licensee will be assigned an account number which must be provided when placing an order. An individual placing an order on the Licensee's behalf shall be deemed to be authorized to deduct the order amount from the account if he or she confirms such authority and provides the Licensee's account number.

JSTOR shall provide a monthly statement with current balance information as well as balance updates on all order invoices and notice as the account nears depletion. At the Licensee's request, or upon termination of participation in Books at JSTOR, JSTOR shall close the account and refund the remaining balance by check with sixty (60) days of closure. In addition, JSTOR may in its discretion close the Licensee's account and refund the remaining balance upon providing notice of prolonged inactivity, low balance or other reason in JSTOR's reasonable discretion.

As part of Licensee's 2 year Pilot Program JSTOR offers individual authorized sites a [REDACTED] discount on a separate DDA program for all titles available through 2016 (each authorized site will submit a separate DDA Deposit Addendum). This savings will be available to all Authorized Sites through 2018.

JSTOR provides the following additional savings to Licensee and its Authorized Sites:

1. Authorized Sites can acquire access to individual titles that are not included in the DDA corpus as part of the established profile at a [REDACTED] savings off the list price during the DDA activation period. This includes acquisitions selected individually or as part of DDA.
2. Authorized Sites can acquire access to any individual title (including those that are in the DDA corpus as part of the established profile) with a [REDACTED] savings off the list price [REDACTED] after the DDA account has been paused or terminated.

Nine copies of an untriggered eBook can be purchased by the 9 Authorized Sites at a [REDACTED] savings off the list price three months after the DDA account has been paused or terminated.

