

05-V022-3421

**Engineering Licensed Materials Addendum ("Addendum")**  
dated as of June \_\_, 2009 to  
the License Agreement between The McGraw Hill Companies  
and the Regents of the University of California  
dated July 7, 2005 ("Agreement")

Whereas the parties have previously entered into an Agreement dated July 7, 2005, the parties wish to amend the Agreement as set forth in this Addendum. Except as herein amended, all existing terms and conditions of the Agreement shall continue in effect in accordance with their terms. To the extent any terms and conditions of the Agreement are in conflict or inconsistent with the terms of this Addendum, the terms of this Addendum will prevail for Licensed Materials enumerated herein."

**I. ADDITIONAL LICENSED MATERIAL CONTENT:** Section I of the Agreement shall be amended to add the following at the end of the section:

The Engineering titles listed in Appendix C (collectively, "Engineering Licensed Materials") shall be added as additional Licensed Materials under the Agreement and shall be governed by all the restrictions and conditions in the Agreement applicable to the Licensed Materials, except to the extent otherwise specifically provided herein, and except that the fees payable by Licensee for access to such Engineering Licensed Materials shall be as specified Appendix D.

**III. FEES:** The following shall be added at the end of Section III of the Agreement:

Licensee shall make payment for the use of the Engineering Licensed Materials as set forth in Appendix D attached hereto, which shall be added to the Agreement. Failure to pay such fees as provided therein shall be considered a breach under Section XI of the Agreement regarding early termination and will result in termination of this Addendum and Licensee's rights to access the Engineering Licensed Materials unless such failure is cured within thirty (30) days of Licensors' notice.

**IV. AUTHORIZED USE OF LICENSED MATERIALS:** Section IV of the Agreement shall be amended to add the following as to the Engineering Licensed Materials

**Authorized Campus Locations:** For access to the Engineering Licensed Materials, only the following campuses of the University of California shall be considered Authorized Campus Locations: Davis, Los Angeles, Merced, Riverside, San Diego, and Santa Barbara, and the University of California Office of the President.

**Authorized Users:** For access to the Engineering Licensed Materials, only the following shall be Authorized Users:

**Persons Affiliated with the University of California** at the Authorized Campus Locations. 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 the Authorized Campus Locations listed above.





**Walk-ins.** Patrons of the libraries at the Authorized Campus Locations who are not affiliated with Licensee who are physically present at Licensee's site(s), are authorized to use the libraries' computers, and access the Engineering Licensed Materials only through the libraries' computers ("walk-ins").

**Authorized Uses:** In addition to the Authorized Uses previously specified in the Agreement to which this document is an Addendum, Licensee may make use of the Licensed Materials as follows:

**Archival/Backup Copy.** Upon request of Licensee after the Initial Term defined in Section IX below, Licensee may receive from Licensor one (1) copy on CD or DVD or digital file transfer as determined by Licensor of each title in the Engineering Licensed Materials as described in Appendix C hereto to be maintained as a backup or archival copy during the term of this Agreement, or as required to exercise Licensee's rights under 'Perpetual License' below, of this Addendum, such copy not to be otherwise reproduced, distributed or used in any other manner except as specifically authorized herein and such use to be subject to the provisions of Appendix D hereto.

Licensor acknowledges that Licensee may engage the services of third-party trusted archives to exercise Licensee's rights under section XII, 'Perpetual License', of this Agreement. Licensee agrees to cooperate with such archiving as reasonably necessary to make the Licensed Materials available for archiving purposes. Licensee may perpetually use the third-party trusted system to access or store the Licensed Materials, so long as Licensee's use is otherwise consistent with this Agreement, and further provided that such third party agrees to comply with the restrictions in Appendix D hereto.

**Interlibrary Loan:**

Using electronic, paper, or intermediated means such as Ariel, 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:**

**Unlimited Access.** Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited access to the Engineering Licensed Materials.

All other provisions and restrictions of Section IV of the Agreement shall apply to the access by Licensee of the Engineering Licensed Materials.

**V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS**

**Unauthorized Use:** For the avoidance of doubt, the presentation of specific Licensed Material using the methods of section IV, Electronic Links, shall not be construed as co-branding.





## VII. LICENSOR PERFORMANCE OBLIGATIONS



**XXVI. NOTICE OF THE USE OF DIGITAL WATERMARKING TECHNOLOGY**

If Licensor utilizes any type of digital watermarking technology for any element of the Licensed Product, Licensor agrees that watermarks will not degrade image quality. These watermarks shall not contain user-related information such as account number or IP address. If digital watermarking technology is used, Licensor agrees to provide Licensee with reasonable information regarding such technology as long as providing such information will not compromise the security of the technology.

**XXVII. FUNDING CONTINGENCY (MULTI-YEAR AGREEMENTS)**

The University of California reasonably believes that funds can be obtained sufficient to pay all monies due during the term of this Agreement and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which payments for this transaction may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative review and appeals in the event such portion of the budget is not approved. It is 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 any 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 without penalty of expense to the University of California of any kind whatsoever, except as to the portions of payments herein agreed for which funds shall have been appropriated and budgeted or otherwise available. In the event of such termination under this paragraph or in the event Licensee fails to make the payments in Appendix D, Licensee's rights to access the Engineering Licensed Materials shall cease.

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

**LICENSOR**

The McGraw-Hill Companies, Inc.

[Text deleted]

By:

Name: [Text deleted]

Date: 7/01/09

**LICENSEE**

The Regents of the University of California

By: The Regents of the University of California  
[Text deleted]

Name: C

Date: 6/23/09 Material Management



## Appendix C

The following titles are included in the Engineering Licensed Materials in the specific editions represented by the ISBNs specified below, and no other editions or versions of such titles:

| <u>ME Engineering Licensed Materials</u>      | <u>ISBN</u>      |
|---|------------------|
| <u>Runk's Civil Engineering Collection</u>    | <u>38 titles</u> |
| Bridge Engineering 2/e                        | 71460167         |
| Civil Engineering Formulas                    | 71450173         |
| Corrosion Engineering                         | 71604758         |
| Design of Wood Structures 6/e                 | 71490175         |
| Earth Retention Systems                       | 71449728         |
| Facility Piping Systems Handbook              | 71450327         |
| Formulas for Structural Dynamics              | 71450106         |
| Foundation Engineering Handbook               | 71476381         |
| Geotechnical Earthquake Engineering Handbook  | 71449892         |
| Geotechnical Engineering                      | 71549226         |
| Handbook of Civil Engineering Calculations    | 71545687         |
| Handbook of Transportation Engineering        | 71450246         |
| Highway Engineering Handbook                  | 71448582         |
| Horizontal Directional Drilling               | 71478353         |
| Hydraulic Design Handbook                     | 71449590         |
| Hydrogeology Field Manual                     | 007160474X       |
| Manual of Applied Field Hydrology             | 71453547         |
| Metal Building Systems 2/e                    | 71456015         |
| Piping Handbook 7/e                           | 71449981         |
| Plastic Piping Handbook                       | 71450300         |
| Practical Foundation Engineering Handbook 2/e | 71455620         |
| Runk's Formulas for Stress and Strain 7/e     | 71449566         |
| Standard Handbook for Civil Engineers         | 71456325         |
| Structural Steel Designer's Handbook          | 71472533         |
| Urban Transportation Systems                  | 71449485         |
| Architectural Engineering Design: Mechanical  | 71448507         |
| Building Design & Construction HB 6/e         | 71448508         |
| Building Security                             | 71450510         |
| Construction Building Envelopes               | 71450548         |
| Construction Databook                         | 71450572         |
| Construction Waterproofing Handbook           | 71604774         |
| Design Build                                  | 71455612         |
| Land Development Handbook 3/e                 | 71450041         |
| Masonry and Concrete                          | 71450564         |
| Masonry Design and Detailing                  | 71453504         |
| Moving the Earth 5/e                          | 71472517         |
| Project Management in Construction 5/e        | 71488214         |
| Radiant Heating and Cooling Handbook          | 71450017         |
| Site Planning and Design Handbook             | 71449752         |
| Architect's Portable Handbook 2/e             | 71449833         |
| Time Saver Standards for Urban Design         | 007145361x       |

### Electronic Engineering Collection

88 titles





|   |            |
|---|------------|
| Antenna Engineering Handbook                      | 71548855   |
| Broadband Telecommunications Handbook             | 71449798   |
| Carrier Grade Voice Over IP                       | 71448808   |
| CDMA Capacity and Quality Optimization            | 71459833   |
| Comm Network Test & Measurement Handbook          | 71449612   |
| Communications Receivers 2/e                      | 71449353   |
| Data Communications and Networking 4/e            | 71490183   |
| Ethernet in the First Mile                        | 71470115   |
| Fiber Channel for SANs                            | 71449736   |
| Folded Unipole Antennas                           | 71545689   |
| Fundamentals of Communications Systems            | 71588272   |
| Gigabit Ethernet for MANs                         | 71450907   |
| GPFS  | 71449779   |
| Metro Area Networking                             | 71480734   |
| Packet Broadband Network Handbook                 | 71450505   |
| PBX Systems for Telephony                         | 71450378   |
| Planning and Designing Voice over MPLS Networks   | 71450793   |
| Radar Handbook 3/e                                | 007162113X |
| SANs Demystified                                  | 007145070x |
| Satellite Communications 4/e                      | 71481109   |
| Signaling System #7 5/e                           | 71484280   |
| SIP Demystified                                   | 71455898   |
| Softswitch Architecture for VoIP                  | 71455868   |
| SONET/SDH Demystified                             | 71450823   |
| Spread Spectrum Communications Handbook           | 71449477   |
| Standard Handbook of Audio and Radio Engineering  | 71448175   |
| Standard Handbook of Broadcast Engineering        | 71470107   |
| Standard Handbook of Video and TV Engineering 4/e | 71449523   |
| Telecom Crash Course 2/e                          | 71472525   |
| W-CDMA  | 71449906   |
| Wireless and Cellular Telecommunications 3/e      | 71478337   |
| Wireless Broadband Handbook                       | 71450785   |
| Wireless Mobile Networking with ANSI-41 2/e       | 71450653   |
| Wireless Security                                 | 71449760   |
| American Electrician's HS 16/e                    | 0071623051 |
| Area Array Processing Handbook                    | 71448460   |
| ASIC Design in the Silicon Sandbox                | 71488946   |
| Complete Digital Design                           | 71449817   |
| Electrical Engineer's Portable Handbook 2/e       | 71449841   |
| Electrical Equipment Handbook                     | 71449922   |
| Electrical Power Systems Quality 2/e              | 71449949   |
| Electronic Failure Analysis Handbook              | 71448639   |
| Electronic Filter Design Handbook 4/e             | 71480140   |
| Electronic Instrument Handbook 2/e                | 007145344x |
| Electronics Manufacturing                         | 007145005x |
| Electronics Technology Handbook                   | 71453520   |
| Fundamentals of Microsystems Packaging            | 71450033   |
| Handbook of Electrical Power Calculations 3/e     | 007144940x |
| Handbook of Electrical Design Details             | 71449744   |
| IC Layout Basics                                  | 71450394   |



|   |                |
|---|----------------|
| <u>Mechanical Engineering Collection</u>            | <u>34 Kite</u> |
| CAM Design Handbook                                 | 71455957       |
| Electric Motor Handbook.                            | 71453482       |
| Electromechanical Devices and Components Sourcebook | 71545670       |
| Facility Design and Management Handbook             | 71450238       |
| Geometric Dimensioning and Tolerancing              | 71484256       |
| Handbook of Die Design 2/s                          | 71478345       |
| Wks of Machining and Metalworking Calculations      | 71450025       |
| Handbook of Mechanical Engineering Calculations     | 71481125       |
| Heat Transfer Calculations                          | 71475192       |
| HVAC Pump Handbook                                  | 71484264       |



|  |                  |
|--|------------------|
| HVAC Systems Design Handbook 4/e                           | 71449515         |
| HVAC Equations, Data, and Rules of Thumb 3/e               | 007158759X       |
| Industrial Refrigeration Handbook                          | 71455884         |
| Machine Design Databook 2/e                                | 71449604         |
| Maintenance Engineering Handbook 7/e                       | 71604790         |
| Maintenance Planning and Scheduling Handbook 2/e           | 71481095         |
| Metric Standard HB for Mechanical Engineers 11/e           | 007149748X       |
| MH Machining and Metalworking HB 3/e                       | 71475184         |
| Mechanical Design Handbook                                 | 71481133         |
| Mechanisms and Mechanical Devices Sourcebook 4/e           | 71497498         |
| Modular Design for Machine Tools                           | 71621741         |
| Pressure Vessels 2/e                                       | 71456368         |
| Pump Handbook 4/e  | 007160314X       |
| Standard Handbook of Engineering Calculations 4/e          | 71462740         |
| Standard Handbook of Machine Design 3/e                    | 71456023         |
| Steam Plant Operation 3/e                                  | 71453466         |
| Standard Handbook for Aeronautical and Astronautical Engng | 71449388         |
| Torsional Vibration of Turbomachinery                      | 71450726         |
| Valve Handbook 2/e   | 71456007         |
| Population Balances in Biomedical Engineering              | 71468161         |
| Standard Handbook of Biomedical Engineering and Design     | 71449337         |
| Inter-subband Transitions in Quantum Structures            | 71481087         |
| Mechanical Design of Microresonators                       | 007146817X       |
| Polymer Nanocomposites                                     | 71481117         |
| <u>Green Engineering</u>                                   | <u>27 titles</u> |
| Green Electronics  | 007162175X       |
| Green Building Through Integrated Design                   | 0071548014       |
| Biosolids Engineering                                      | 71450351         |
| Brownfields  | 71453539         |
| Energy Systems Engineering                                 | 71623043         |
| Synthetic Fuels Handbook                                   | 007148023X       |
| Power Generation Handbook                                  | 71449787         |
| Power Quality Primer                                       | 71453655         |
| Handbook of Switchgear                                     | 71488958         |
| Handbook of Batteries 2/e                                  | 71449345         |
| Environmental Assessment 2/e                               | 71449701         |
| Environmental Monitoring Handbook                          | 71449663         |
| Handbook of Complex Environmental Remediation Problems     | 71450335         |
| Handbook of Environmental Engineering Calculations 2/e     | 71454662         |
| HB of Solid Waste Management                               | 007145019X       |
| Indoor Air Quality   | 71450076         |
| Land Treatment Systems for Municipal and Industrial Waste  | 71450602         |
| Standard Handbook of Environmental Engineering 2/e         | 71449205         |
| Stormwater Collection Systems Handbook                     | 71449329         |
| Environmental Law and Compliance Handbook                  | 71450084         |
| Water Distribution Systems Handbook                        | 71453458         |
| Water Loss Control Manual 2/e                              | 71623078         |
| Water Quality Control Handbook 2/e                         | 71497501         |
| Water Reuse  | 007149894X       |





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| Water Supply Systems Security                | 71455663 |
| Water Well Rehabilitation and Reconstruction | 71597603 |
| Urban Water Supply Handbook                  | 71449434 |

**Perry's Chemical Engineering Collection****16 titles**

|   |            |
|---|------------|
| Adhesion of Polymers                                | 007145071a |
| Chemical and Process Design Handbook                | 007145038x |
| Chemical Reactor Design, Optimization, and Scale-Up | 71450088   |
| Dean's Analytical Chemistry Handbook 2/e            | 71455981   |
| HB of Adhesives and Sealants                        | 71499954   |
| HB of Chemical Engineering Calculations             | 71449396   |
| HB of Petroleum Refining Processes                  | 71455914   |
| Industrial Chemical Process Design                  | 71449884   |
| Perry's Chemical Engineers Handbook 8/e             | 71601503   |
| Properties of Gas and Liquids 5/e                   | 71455582   |
| Electronic Materials and Processes Handbook 2/e     | 71450297   |
| Materials Handbook 15/e                             | 71449574   |
| HB of Plastics Technologies                         | 71484248   |
| HB of Plastics, Elastomers, and Composites          | 71449493   |
| Modern Plastics Handbook                            | 007144823x |

**Industrial Engineering****11 titles**

|  |            |
|--|------------|
| Design for Manufacturability 2/e                       | 71450114   |
| Design for Six Sigma for Service                       | 71471693   |
| Global Project Management Handbook                     | 71484272   |
| Manufacturing Engineering Handbook                     | 71455973   |
| Maynard's Industrial Engineering HB 5/e                | 71449272   |
| Multivariate Statistical Methods in Quality Management | 71453671   |
| Process Industrial Instruments and Controls HB 5/e     | 71449151   |
| Project Management 5/e                                 | 71490159   |
| Project Manager's Portable Handbook                    | 71450122   |
| Standard Handbook of Plant Engineering 3/e             | 007144837x |
| Six Sigma Black Belt Handbook                          | 71462767   |



## Appendix D

Licensee shall pay Licensors <sup>[Text deleted]</sup> payable within thirty (30) days of execution of this Addendum, for access to the Engineering Licensed Materials as listed in Appendix C for the six Authorized Campus Locations defined in Section IV. The addition of additional campuses to the Authorized Campus Locations will require payment by Licensee of an additional fee to be mutually agreed between Licensee and Licensors in advance of such access, and the parties must execute amendment to this Addendum to cover any such additional campuses.

In addition, Licensee shall pay Licensors <sup>[Text deleted]</sup> per year on an annual basis for each year of the three-year Initial Term for the continued hosting of the Engineering Licensed Materials for the six Authorized Campus Locations, such annual fee payable within thirty (30) days' from execution of this Addendum and on each one year anniversary during the Initial Term. If additional campuses are added as additional Authorized Campus Locations as provided above, then the annual hosting fee payable will be increased by an amount to be mutually agreed. After the Initial Term and provided the Addendum is not terminated early under the provisions of the Agreement and all fees due hereunder have been paid, Licensors shall provide Licensee with a CD or DVD or digital file transfer as determined by Licensors a copy of each title in the Engineering Licensed Materials to enable Licensee to provide access to such titles to the Authorized Users under and subject to the terms and conditions of this Addendum and the Agreement, such access to be limited to Authorized Users via a password protected site, and Licensee will maintain the Engineering Licensed Materials in a locked and secure location with access restricted to Authorized Users only. Licensee will use all reasonable efforts to provide adequate firewalls in order to secure all Engineering Licensed Materials from unauthorized access by third parties and to provide adequate safeguards to protect the titles from unauthorized use by any and all Authorized Users. Licensee shall, among other things, utilize safeguards that permit access to the Engineering Licensed Materials only by authorized user name, password or IP authentication, and if Licensee engages a third party service to provide such access on its behalf, it will ensure the third party complies with the provisions of this clause. It is understood that in no event will Licensee post or permit others to post any of the Engineering Licensed Materials on any file sharing site or otherwise on an open site where access is not restricted to Authorized Users only. In the event any title in the Engineering Licensed Materials is being used, disseminated or distributed in violation of restrictions in the Agreement or this Addendum or becomes accessible to third parties that are not Authorized Users through an unsecure site or otherwise, Licensee shall cooperate with Licensors to redress such violations or infringing activity, and Licensors shall have the right in addition to any other available remedies, to terminate this Addendum as to such titles(s) being improperly used, distributed or disseminated, and upon such termination Licensee shall cease use or providing access to such title.



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Thank you for all your support and feedback.

Regards,

[Text deleted]

Appendix D  
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FAX  
transmission