STANDARD LICENSE AGREEMENT

CAMBRIDGE UNIVERSITY PRESS
AND
REGENTS OF THE UNIVERSITY OF CALIFORNIA

This License Agreement (this "Agreement") is made effective as of October 11, 2001 (the "Effective Date") between Cambridge University Press of 40 West 20th Street, New York, NY, 10011, USA, ("Licensor") and The Regents of the University of California, a non-profit academic institution, with its principal offices at The California Digital Library, 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 Licensor as shown in Appendix A (hereinafter referred to as the "Licensed Materials").

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

Licensor hereby grants to Licensee the non-exclusive right to use the Licensed Materials and to provide the Licensed Materials to Authorized Users in accordance with the terms and conditions of this Agreement.

II. DELIVERY/ACCESS OF LICENSED MATERIALS TO LICENSEE

Licensor will provide the Licensed Materials to the Licensee in the following manner:

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized locations of Licensee as specified in Appendix B.

III. FEES

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

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

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 Appendix B.

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 Licensor.

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 for their personal use or that of another Authorized User a reasonable portion of the Licensed Materials.

Print Copy. Licensee and Authorized Users may print for their personal use or that of another Authorized User a reasonable portion of the Licensed Materials.

Recover Copying Costs. 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 Licensor 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 XI, ‘Perpetual License’, of this Agreement.

Course Packs. Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of electronic course packs or other educational materials. Electronic Course Packs are to be destroyed at the end of each course.
Electronic Links. Licensee may provide electronic links to the Licensed Materials from Licensee’s web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee agrees to make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor. Licensor will also provide means for Licensee to link directly from records in Licensee’s bibliographic computing systems to the content in the Licensed Materials at the title, issue, and article levels, using standard Internet communications and applications protocols, and such other methods as may be agreed to by Licensor and Licensee.

Interlibrary Loan. Licensee may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan, as provided under (2) below.

(1) Upon an adequate consideration from the Licensor, Licensee agrees to maintain records respecting Licensee's use of Materials in such Interlibrary Loans and to provide such records to Licensor upon request.

(2) Licensee agrees to fulfill such requests by paper copy only (that is, non-electronic) and 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 Licensed Materials.

V. SPECIFIC RESTRICTIONS ON USE OF LICENSED MATERIALS

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

Modification of Licensed Materials. Licensee shall not modify, manipulate, or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

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

Commercial Purposes. 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

User Surveys. Licensee and Licensor shall cooperate on the preparation and provision of user surveys to solicit feedback on the Licensed Materials from Authorized Users.

Confidentiality of User Data. Licensor 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. Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

VII. Licensor Performance Obligations

Availability of Licensed Materials. Upon the Effective Date of this Agreement, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.

Documentation. Licensor will provide and maintain help files and other appropriate user documentation. Help files are available at the Cambridge Journals Online site.

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

Quality of Service. Licensor shall use reasonable efforts to ensure that the Licensor's server or 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 information provision industry in the Licensee's locale.

Licensor 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 Licensor, 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 Licensor, and Licensor shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that Licensor fails to repair the nonconformity in a reasonable time, Licensor 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 Licensor and/or that portions of the Licensed Materials may migrate to other formats. Licensor shall give a ninety (90) day notice of any such changes to Licensee. Failure by Licensor to provide such notice shall be grounds for immediate termination of the Agreement by Licensee. Licensor will provide a pro rata discount of the basis price for any journals lost during the subscription period and will charge for existing journals Licensor acquires and makes available to Licensee during that period, as provided under Appendix A.

Completeness of Content. Where applicable, Licensor shall use reasonable efforts to ensure that the online content is 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.

Continued Training. Licensor will provide regular system and project updates to Licensee as they become available. Licensor will provide additional training to Licensee staff made necessary by any updates or modifications to the Licensed Materials or any Licensor software.

Notice of Terms of “Click-Through” License Terms. In the event that Licensor 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), Licensor 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.

VIII. LICENSEE PERFORMANCE OBLIGATIONS

 Provision of Notice of License Terms to Authorized Users. 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.

 Provision of Notice of Intellectual Property Right to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Licensor in
the Licensed Materials. Licensee shall promptly notify Licensor of any infringement that comes to Licensee's attention, and take appropriate steps to avoid its recurrence.

Protection from Unauthorized Use. 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) Licensor may terminate such Authorized User's access to the Licensed Materials, (b) Licensor 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 Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing a thirty (30) day notice to Licensee and cooperation with the Licensee to avoid recurrence of any unauthorized use.

Maintaining Confidentiality of Access Passwords. 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 continue in effect until December 31, 2003.

X. RENEWAL

This agreement shall be renewable at the end of the current term for a successive three-year term unless either party gives written notice of its intention not to renew sixty (60) days before expiration of the current term.

XI. EARLY TERMINATION

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes 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 party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Authorized Users shall be terminated without prejudice to the rights of the Licensee and Authorized Users to continue to use the Licensed Materials already accessible prior to termination subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, 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, Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement and which were published during the years that the license was in effect. 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 in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

XIII. WARRANTIES

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use 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.

Licensor warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of ninety (90) days from delivery.

XIV. LIMITATIONS ON WARRANTIES

Notwithstanding anything else in this Agreement:

Neither 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.

Licensor makes no representation or warranty, and expressly disclaims 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 Licensor disclaims 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. Licensor makes 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. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.
XV. INDEMNITIES

The Licensor 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 other 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 party 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 its own expense.

XVI. ASSIGNMENT AND TRANSFER

Neither 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 party, 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.

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.

**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.

**XIX. FORCE MAJEURE**

Neither 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 Licensor and Licensee.
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.

XXIV. Notices

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 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.

If to Licensor:

Publisher
Address of Publisher
City of Publisher
State of Publisher
Country of Publisher
Postal Code of Publisher

If to Licensee:

Contract Notices to:
   Director, Business Development
   California Digital Library
   415 20th Street, 4th Floor
   Oakland, CA 94612
   USA

Subscription maintenance, pricing, invoicing and renewal to:

   California Digital Library Acquisitions
   Geisel Library
   University of California
   9500 Gilman Drive, Dept. 0175A
   LaJolla, CA 92093-1075
USA

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

LICENSOR:

BY: ____________________________ DATE: November 15, 2001
   Signature of Authorized Signatory of Publisher

Print Name: Director
Title: Director, Business Development
Address: University of California Office of the President
         California Digital Library
         415 20th Street, 4th Floor
         Oakland CA 94612
Telephone: ____________________________
E-mail: ____________________________

LICENSEE:

BY: ____________________________ DATE: November 16, 2001
   Signature of Authorized Signatory of Licensee

Print Name: Director
Title: Director, Business Development
Address: University of California Office of the President
         California Digital Library
         415 20th Street, 4th Floor
         Oakland CA 94612
Telephone: ____________________________
E-mail: ____________________________
Appendix A

Licensed Materials and Fees

I. Licensed Materials

**Cambridge University Press Journals**

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<thead>
<tr>
<th>ISSN</th>
<th>Title</th>
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<tr>
<td>0144-686X</td>
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<td>AI EDAM</td>
</tr>
<tr>
<td>0956-5361</td>
<td>Ancient Mesoamerica</td>
</tr>
<tr>
<td>1367-9430</td>
<td>Animal Conservation</td>
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<tr>
<td>0003-4800</td>
<td>Annals of Human Genetics</td>
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<tr>
<td>0142-7164</td>
<td>Applied Psycholinguistics</td>
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<tr>
<td>0003-9756</td>
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<tr>
<td>1366-7289</td>
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<td>British Journal for the History of Science</td>
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<tr>
<td>0007-1234</td>
<td>British Journal of Political Science</td>
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<td>Bulletin of the London Mathematical Society</td>
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<td>0041-977X</td>
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<td>0009-4439</td>
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0022-3778 Journal of Plasma Physics
0143-814X Journal of Public Policy
0047-2794 Journal of Social Policy
0022-4634 Journal of Southeast Asian Studies
1355-6177 Journal of the International Neuropsychological Society
0024-6107 Journal of the London Mathematical Society
0025-3154 Journal of the Marine Biological Association of the United Kingdom
0266-4674 Journal of Tropical Ecology
0952-8369 Journal of Zoology
0269-8889 Knowledge Engineering Review, The
0047-4045 Language in Society
0954-3945 Language Variation and Change
0263-0346 Laser and Particle Beams
1352-3252 Legal Theory
1461-1570 LMS Journal of Computation and Mathematics
1365-1005 Macroeconomic Dynamics
0305-0041 Mathematical Proceedings of the Cambridge Philosophical Society
0960-1295 Mathematical Structures in Computer Science
1057-0608 Medieval Philosophy and Theology
1350-4827 Meteorological Applications
0026-749X Modern Asian Studies
0953-7562 Mycological Research
1351-3249 Natural Language Engineering
0028-6885 New Testament Studies
0266-464X New Theatre Quarterly
1355-7718 Organized Sound
0031-1820 Parasitology
0031-8191 Philosophy
0952-6757 Phonology
0961-1371 Plainsong and Medieval Music
0261-1430 Popular Music
0269-9648 Probability in the Engineering and Informational Sciences
0013-0915 Proceedings of the Edinburgh Mathematical Society
0024-6115 Proceedings of the London Mathematical Society
0033-2917 Psychological Medicine
0048-5772 Psychophysiology
0033-5835 Quarterly Reviews of Biophysics
0958-3440 ReCALL
0034-4125 Religious Studies
0962-2799 Reproductive Medicine Review
0260-2105 Review of International Studies
II. Fee
1. Under this Agreement the Licensee shall have e-access to the Licensed Materials listed above (that is, the Licensor’s journals available in electronic format). In the event that the Licensor publishes any additional journals in electronic format before 31 December 2001 these shall be included in the Licensed Materials at no extra cost to the Licensee in 2001.

2. In 2001 the total Fee payable by the Licensee for the Licensed Materials shall be $ being calculated as:

   (i) $ a sum equal tot the total value of the Licensee’s 2001 subscriptions to journals included in the Licensed Materials, excluding the value of any subscriptions for journals added to the Licensed Materials after the date of execution of this Agreement, which shall be free of charge in 2001 plus

   (ii) surcharge of for e-access to all Cambridge Journals Online titles.

3. In subsequent years of this Agreement the Fee for the Licensed Materials shall be calculated as set out in paragraphs 4ff. below.

4. The sums of shall form the ‘Base Price’ for the fee in 2002, and the said Base Price shall be increased by , subject to the adjustments set out in paragraph 5, to establish the Licensor’s Fee for 2002.

5. Adjustments to the Base Price
(i) The total value of the Licensee’s 2001 subscription(s) shall be deducted from the Base Price in respect of any journal(s) deleted from the Licensed Materials in 2002.

(ii) The value of the US$ institutional subscription price for 2002 shall be added to the Base Price in respect of new journals that may be added to the Licensed Materials after the execution of this Agreement, excluding any start-up journals, which shall be included in the Licensed Materials free of charge in their first year of publication.

(iii) The Licensee may not refuse the addition of new journals to the Licensed Materials unless the net increase in the number of journals exceeds five (5). Where the net increase exceeds five (5) the Licensee shall select which five titles it adds to the Licensed Materials and may add titles in excess of five at its discretion.

(iv) Notwithstanding 5(iii) above, if the Licensee has had a 2001 subscription to a journal which may be added to the Licensed Materials in 2002, the Licensee shall pay the full subscription value of the Licensee’s 2001 subscriptions or the US$ institutional subscription price for 2002 for the said journal, whichever is the

6. The 2002 Base Price shall be the Base Price for 2003, adjusted as provided under clause 5, except that the sum deducted for journals deleted from the Licensed Materials shall be calculated as the actual number of the Licensee’s subscriptions in 2001 x US$ institutional subscription price for 2003. The sum for additional journals included in the Licensed Materials shall be calculated as the US$ institutional subscription price for 2003. Subject to 5(iv) above.

7. During the term of this Agreement the Licensee shall be granted a discount of % off the US$ institutional subscription price for any US institutional print subscriptions to the Licensor’s journals that it renews or first takes out.
Appendix B

Campuses of the University of California and IP Addresses

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 (provided free)
University of California, Santa Barbara
University of California, Santa Cruz
University of California Office of the President

University of California IP Addresses by Campus: rev. 10/29/01

UC Berkeley

[Text deleted]
[Text deleted]