ELECTROCHEMICAL SOCIETY
MULTI-SITE LICENSE AGREEMENT

This Agreement is entered into as of the ___1st___ day of ___September___, 2009, by and between:

The Electrochemical Society ("ECS"), with offices at 65 S Main Street, Pennington, New Jersey 08534-2839 acting on its own behalf and whose content is published on SCITATION, referred to as the ECS Digital Library, whose online journals are listed in Appendix A; 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, CA 94612 USA ("the Institution");

WHEREAS, ECS and the Institution agree to allow Authorized Users, as defined below, at each of the Institution’s sites to have access to the online versions of the Publishers’ titles irrespective of location or of the separate journal subscriptions held by the campus participants,

THEREFORE, the parties agree as follows:

1. SCOPE AND COVERAGE
   a. The journals covered by this Agreement are the electronic versions of those titles listed in Appendix A. These journals ("the Licensed Material") are hosted on and made available through SCITATION, an electronic publishing platform operated by the American Institute of Physics ("AIP").

2. AUTHORIZED USERS
   ECS grants to the Institution’s Authorized Users online access to titles listed in Appendix A. This grant extends only to the Institution and may not be transferred or extended to others. "Authorized Users" means the employees, faculty, staff, and students officially affiliated with the Institution, and persons with legal access to the Institution's library collections and facilities on-site, using an IP address within the ranges identified in Appendix C. The Institution will exercise reasonable vigilance and shall be responsible for all access control and security measures to ensure that the Institution’s IP addresses are not used to access SCITATION by anyone other than Authorized Users. The Institution warrants and represents that common and reasonable methods will be used to inform Authorized Users of general terms and conditions for the use of the Licensed Material that are consistent with this Agreement. Furthermore, the Institution will make every attempt to enforce the terms of this Agreement upon receiving information from ECS or any other source that reasonably indicates that one or more Authorized Users is in violation of the terms of this Agreement.

3. IP ADDRESSES
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CDL Technical Contact:
Senior Development Programmer
California Digital Library
415 20th Street, 4th Floor
Oakland, CA 94612
Email: [Text Deleted]
Tel, [Text Deleted]

4. PERMITTED USE

a. Authorized Users are permitted online access to the Licensed Material on Scitation listed in Appendix A, and may download, save, or print text, search results, or other information from SCITATION solely for their private use or research. The Institution may only use this online access in a way that conforms with all applicable laws and regulations.
b. The Publisher of the online journals listed in Appendix A grants the Institution permission to use brief quotations from the content of the online journals with the customary acknowledgment of the source, and to copy and transmit content from individual articles in "person-to-person" and non-systematic scholarly exchanges of information between Authorized Users and specific individuals.
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4. Institution may not remove, obscure or modify copyright notices that are part of an article to be printed and supplied to another library.

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e. The University of California is committed to the use of the emerging OpenURL standard to allow linking to related materials in other locations. ECS agrees that once it becomes fully OpenURL compliant, it will provide information to Institution upon request to assist in creating links directly from the University’s library catalogs and licensed resources to the specific journal, issue, and article levels.

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d. ECS shall not be required to distribute, and Institution shall not redistribute, the Licensed Material or any article therein to a country to which export is prohibited by U.S. law or regulation.

6. DURATION OF AGREEMENT
a. This Agreement is effective as of January 1, 2009 for a period of three (3) years.
b. This Agreement will renew automatically at the end of the current term unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term.

c. In the event that either party believes that the other materially has breached any obligations under this Agreement, or if ECS believes that the Institution has exceeded the scope of the License, such party will so notify the breaching party in writing. The breaching party will have sixty (60) days from the receipt of notice to rectify the alleged breach and to notify the non-breaching party in writing that measures to correct the abuse have been effected. If the breach is not rectified within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

In the event of early termination permitted by this Agreement, Institution shall be entitled to a refund of any fees or pro-rata portion thereof paid by Institution for any remaining period of the Agreement from the date of termination.

d. Institution must submit Institution Access Fee no later than March 1 of any year of the Agreement.

7. FEES AND PAYMENT

See Appendix D.

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11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

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ECS shall indemnify and hold Institution 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 Institution 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.

12. GENERAL

This Agreement constitutes the entire agreement between the parties and supersedes any prior communication or agreement between the parties with respect to the subject matter hereof. The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement. Subject to termination under Section 6, this Agreement may be amended only by consent (via mail, email, or fax) of both parties. The Institution may not make any changes to this Agreement without written consent of ECS.

The Institution must pay any applicable taxes (including but not limited to any Value Added Taxes, Sales Taxes, and Import Taxes) other than taxes on ECS's net income, arising out of the Members' use of SCITATION, the Licensed Material and/or the rights granted under this Agreement.

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I have read and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this Agreement on behalf of the Institution and its Authorized Users.
Regents of the University of California on behalf of California Digital Library

Name: [Text Deleted]  Title: Executive Director, California Digital Library

[Text Deleted]  Date: 3.22.10

Signature:

Electrochemical Society
Name [Text Deleted]  Title: Global Sales Manager

[Text Deleted]  Date: 4.08.10

Signature

Please ni

ECS
65 S Main Street
Pennington, NJ 08534-2839
APPENDIX A
Licensed Material

Journal of the Electrochemical Society (JES)
Electrochemical Solid State Letters (ESL)
ECS Interface
ECS Transactions (ECST)
Meeting Abstracts (MA)
APPENDIX B
Campuses of the University of California and Related Sites

University of California, Berkeley (including Lawrence Berkeley Lab)
University of California, Davis
University of California, Irvine
University of California, Los Angeles
University of California, Merced
University of California, Riverside
University of California, San Diego
University of California, San Francisco
University of California, Santa Barbara
University of California, Santa Cruz
University of California Office of the President
Lawrence Berkeley National Laboratory
APPENDIX C
IP Addresses

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[Text Deleted]

UC Davis
[Text Deleted]

UC Irvine
[Text Deleted]
APPENDIX D
Business Terms


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Annual price increase cap of [Text Deleted]

FEE: 2009 – [Text Deleted]
2010 –
2011 –

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University of California
9500 Gilman Drive #0175A
La Jolla CA 92093-0175
[Text Deleted] – voice
 – fax
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