

Academic Single Site License Agreement

THIS LICENCE IS AGREED the 16 day of April 2008

BETWEEN

1.	Berghahn Books, Inc. of [REDACTED] United States of America ("the Publisher") and
2.	<u>University of California San Diego</u> [full contractual name] of [REDACTED] [full address] ("the Licensee")

WHEREAS the Publisher holds the rights granted under this License

AND WHEREAS the Licensee desires to use the rights and the Publisher desires to grant to the Licensee the license to use the rights for the Fee

IT IS AGREED AS FOLLOWS:

1. KEY DEFINITIONS

1.1 In this License, the following terms shall have the following meanings:

Agent A third party appointed from time to time by the Licensee to act on the Licensee's behalf, who may undertake any or all of the obligations of the Licensee under this License, as agreed between the Licensee and the Agent.

Authorized Users Current members of the faculty and other staff of the Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are currently studying at the Licensee's institution, who are permitted to access the Secure Network from within the Library Premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users' offices and homes, halls of residence and student dormitories) and who have been issued by the Licensee with a password or other authentication.

2. AGREEMENT

- 2.1 The Publisher agrees to grant to the Licensee the non-exclusive and non-transferable right, throughout the world, to give Authorized and Walk-In Users access to the Licensed Materials via a Secure Network for the purposes of research, teaching and private study, subject to the terms and conditions of this License, and the Licensee agrees to pay the Fee. The Agent will be responsible for processing payment of the Fee (and will be entitled to receive any refund of the Fee) on behalf of the Licensee, unless notified otherwise, in which case the Fee will be paid by the Licensee direct to the Publisher or Publisher's Representative.
- 2.2 This License shall commence at the beginning of the Subscription Period, for each of the Licensed Materials as set out in Schedule 2 or in new Schedules to this License that may be added subsequently; and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.
- 2.3 Except where the termination is due to a breach of the License by the Licensee that the Licensee had failed to remedy as provided in ~~8.1.3~~ 8.1.3 of this License, on termination of this License, the Publisher shall, if so requested within 30 days of termination, provide the Licensee with assistance in obtaining continuing access for Authorized and Walk-in Users to that part of the Licensed Material which was published and paid for by the Licensee within the Subscription Period from a third party's server provided that the third party shall be responsible for any content conversion from the format in which the Publisher provides the material. The Licensee will be responsible for any access fee due to the third party and for any fees associated with content conversion.
- 2.4 The right specified in sub-Clause 2.1 above is granted in all countries of the world.

3. USAGE RIGHTS

- 3.1 The Licensee, subject to Clause 4 below, may:
- 3.1.1 Make such back-up copies of the Licensed Materials as are reasonably necessary.
 - 3.1.2 Make such temporary local electronic copies (by means of caching) of all or part of the Licensed Materials as are necessary solely to ensure efficient use by Authorized Users and not to make available to Authorized or Walk-In Users duplicate copies of the Licensed Material.
 - 3.1.3 Allow Authorized or Walk-In Users to have access to the Licensed Materials from the Publisher's server or from another server designated by the Publisher via the Secure Network.
 - 3.1.4 Provide single printed or electronic copies of single articles at the request of individual Authorized Users.
 - 3.1.5 Display, download or print the Licensed Materials for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.

8.4 On termination of this License by the Licensee for cause, as specified in Clause 8.1.2 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

9. GENERAL

9.1 This License constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this License, whether oral or written.

9.2 Alterations to this License and to the Schedules to this License are only valid if they are recorded in writing and signed by both parties.

9.3 This License may not be assigned by either party to any other person or organization, nor may either party sub-contract any of its obligations, except as provided in this License in respect of the Agent and the management and operation of the Server and the Publisher's Representative, without the prior written consent of the other party, which consent shall not unreasonably be withheld.

9.4 If rights in all or any part of the Licensed Materials are assigned to another publisher, the Publisher shall use its best endeavors to ensure that the terms and conditions of this License are maintained.

9.5 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the addressee as set out in this License or to such other address as notified by either party to the other as its address for service of notices. All such notices shall be deemed to have been received within 14 days of posting.

9.6 Neither party's delay or failure to perform any provision of this License, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this License.

9.7 The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.

9.8 Either party's waiver, or failure to require performance by the other, of any provision of this License will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

9.9 This License shall be governed by and construed in accordance with laws of the State of ^{California} ~~New York~~ in the United States of America. The parties irrevocably agree that any dispute arising out of or in connection with this License will be subject to and within the jurisdiction of the courts of the State of ~~New York~~ ^{California}.

California



AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER: BERGHAHN BOOKS

By: [REDACTED] Date: 5/5/08

Print Name: Vivian Berghahn
Position/Title: Editorial Director, Berghahn Journals
Address: [REDACTED]
Telephone: [REDACTED]
Fax: [REDACTED]

FOR THE LICENSEE:

_____ [FULL NAME]

By: [REDACTED] Date: 4/16/08

Print Name: Tony A. Harvell
Position/Title: Head of Acquisitions, UCSD Libraries
Address: [REDACTED]
Telephone: [REDACTED]
Fax: [REDACTED]

SCHEDULE 3

LICENSEE'S COPYRIGHT ENFORCEMENT POLICY

A schedule dated 4/16/08 [date] to the License dated 4/16/08 between [Berghahn Books and University of California, San Diego] [Licensee]

List any documents evidencing the policy, with attached copies

appropriate use of licensed electronic information resources (attached).

AS WITNESS the hands of the parties to the above Schedules 1, 2, and 3 the day and year below first written

FOR THE PUBLISHER: BERGHAHN BOOKS

By: [Redacted] Date: 5/5/08

Print Name: Vivian Berghahn
Position/Title: Editorial Director, Berghahn Journals
Address: [Redacted]
Telephone: [Redacted]
Fax: [Redacted]

FOR THE LICENSEE:

_____ [FULL NAME]

By: [Redacted] Date: 4/16/08

Print Name: Tony A. Harvell
Position/Title: Head of Acquisitions UCSD Libraries
Address: [Redacted]
Telephone: [Redacted]
Fax: [Redacted]