

SITE LICENSE AGREEMENT**THE CONFERENCE BOARD**

for Institutional Access to the
research online collection

The Conference Board (hereinafter referred to as TCB), at [REDACTED] USA, as Owner and Publisher of the management and economic information provided as a collection to Educational Associates of The Conference Board (hereinafter referred to as the research online collection), hereby grants to

_____ University of California San Diego _____ (Name of Licensee)

the non-exclusive, revocable, non-transferable annual right and license to give Authorized Users access to all materials included in The Conference Board's research online collection via a secure network, subject to the terms and conditions set forth in this Agreement. An authorized signature on this agreement indicates that the Institution has accepted the terms of this license.

- Site-wide access to an electronic collection of TCB materials, for which the Licensee has paid the relevant subscription price, will be granted to those Internet Protocol (IP) addresses provided and updated by the Licensee. All faculty, students, staff, on-site library users or members of the Licensee's campus or institutional community who are authorized to use the computers or proxy servers within this domain are deemed Authorized Users of the site license. There are no limits on the number of users from the Institution that may use the research online collection at any one time. The system will not, however, be able to provide access to users utilizing a computer that is neither within the institution's domain nor connected to a proxy server that is within that domain, unless special prior arrangements have been made with TCB.
- An authorized site is considered an academic institution's contiguous network contained within one city area. Departments or libraries of the same campus are considered part of the same site. However, campuses in separate cities are considered different sites. This agreement does not permit sharing of the research online collection among a consortium.
- The research online collection will be made available to Licensee via a URL to The Conference Board's Educational Associates Web site. Licensee will be notified in advance of any change to this URL.
- All items in the research online collection will be formatted electronically as PDF files. Minimum software/hardware requirements for access to these PDF files are a computer with access to the World Wide Web through the network of the subscribing institution, a web browser (such as Netscape or Internet Explorer) Microsoft Word, Microsoft PowerPoint, and Adobe's Acrobat Reader. TCB reserves the right to change the format in which the electronic files are made available, after appropriate notification of Licensee, should changes in technology make such changes useful or necessary.
- TCB will make all reasonable efforts to make online access available on a continuous basis. Availability will be subject to periodic interruption and downtime for server maintenance, software installation or testing, loading new files, and reasons beyond the control of TCB. If access is suspended or interrupted, liability shall be limited to restoring access to the server as soon as practicable.
- .
- **Interlibrary Loan.** Using fax, paper, or secure intermediated means such as Ariel, Licensee may fulfill occasional requests from other non-commercial U.S. 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 Provision of Subsection 108(2g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

- Licensee may, subject to the clause below, incorporate materials from the research online collection into printed Course Packs for the use of authorized users in the course of instruction at the Licensee's institution, but not for commercial use. Each such item should include the appropriate copyright notice.
- TCB owns all copyrights in and to the research online collection except as noted otherwise. All materials are protected under the U.S. Copyright Laws (Title 17, U.S. Code). All materials are further protected by copyright in other countries by virtue of the Universal Copyright Convention. Authorized users should not remove, obscure or modify any copyright or proprietary notices, author attribution or disclaimer contained therein. Materials may not be recompiled, manipulated, used to prepare derivative works, or published in another format without written permission from TCB.

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.

TCB 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.


Scholarly Sharing. Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes.

- Licensee will make reasonable efforts to inform authorized users of computers within the Licensee's domain that they may search, view, download, save, and print pieces from the research online collection Web site for their own noncommercial educational and research use. Except as indicated in this license, users may not further disseminate these articles in their electronic form without express written permission from TCB. To obtain express written permission for use not authorized by this License, mail or fax requests to: Communications Department, The Conference Board, [REDACTED]
- Licensee will promptly notify TCB of any infringements of copyright or prohibited use of which the Licensee becomes aware. Licensee will cooperate with TCB in investigating any such prohibited uses and will take reasonable steps to ensure the cessation and non-reoccurrence of such activity. TCB shall, however, have the right to immediately suspend this License Agreement, without need for provision of proof, if it determines that Licensee has committed a serious and material breach of the Agreement that is likely to continue. No refund will be provided upon such termination.
- **EXCEPT AS EXPRESSLY PROVIDED IN THE LICENSE, THE CONFERENCE BOARD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF DESIGN, ACCURACY OF THE INFORMATION CONTAINED IN THE LICENSED MATERIALS, MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. THE LICENSED MATERIALS ARE SUPPLIED 'AS IS'.**
- The invalidity of any provision of this license agreement as determined by a court of competent jurisdiction shall in no way invalidate any other provision hereof. The parties 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 country or state of the Licensee.

- Initial activation of collection access will begin upon receipt of signed site license agreement, registration form, and payment.
- Should Licensee cancel its subscription to the research online collection, either in writing or by failure to make payment within 60 days of receiving the annual renewal invoice, Licensee's access to the electronic collection will be discontinued. Upon cancellation or termination of license, TCB will provide without charge to Licensee digitized (non-searchable) files on CD-ROM containing the content of all materials that were newly published during the Licensee's paid subscription period.
- This Agreement shall be the entire License Agreement between the two parties. Any variations to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties.

Date:

6/16/09


(Name and Title of Licensee Signatory)MARTHA HRUSKA *Acad. Collections UCSD Libraries*
(Name and Title of Licensor Signatory)*Coordinator, Educ. Assoc. Program*