

# Idea Group Inc.

## Library Online Reference Access Agreement

Copyright © 2004-2006 by Idea Group Inc. All rights reserved.

### 1. Terms and Conditions of Use

Users of IGI Reference E-Access expressly acknowledge and agree that all information accessible via the E-Access website is subject to terms, conditions, and license agreements specified by Idea Group Inc., the parent company of Idea Group Reference. By signing this agreement you (The Licensee) acknowledge that you have read this agreement, that you understand it, and you agree to be bound by its terms. Further, with your signature, you acknowledge that IGI is granting you a non-exclusive, non-transferable license to electronic access of the reference publication on the IGI maintained website for the term that includes the life of the edition.

### 2. Ownership

All Idea Group Inc. publications and material which may be accessed through this agreement are protected by copyright. No items in any Idea Group Inc. publications and material may be downloaded, reproduced, stored in a retrieval system, modified, made available on a network, used to create derivative works, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, scanning, or otherwise, except (i) in the United States, as permitted under Section 107 or 108 of the 1976 United States Copyright Act, or internationally, as permitted by other applicable national copyright laws, or (ii) as expressly authorized on this Web site, or (iii) with the prior written permission of Idea Group Inc. Requests to the Publisher for permission should be addressed to Idea Group Inc., [REDACTED]

### 3. Limitations of Liability

The statements and opinions in the material contained on this Web site and any Idea Group Inc. publications and material which may be accessed from this Web site are those of the individual contributors or advertisers, as indicated. Idea Group Inc. has used reasonable care and skill in compiling the content of this Web site. However, Idea Group Inc. and the Editors make no warranty as to the accuracy or completeness of any information on this Web site and accept no responsibility or liability for any inaccuracy or errors and omissions, or for any damage or injury to persons or property arising out of the accessing or use of any files, software and other materials, instructions, methods or ideas contained on this Web site or in the Idea Group Inc. publications and material accessed from it. Any case of liability dispute, the Publisher's liability can not exceed the amount of a single print copy of the reference publication.

#### 4. Entire Agreement

Idea Group Inc. owns the exclusive copyright to the materials available through this service. All rights to these materials are controlled exclusively by Idea Group Inc. By using this service you represent and warrant that you have an agreement with the Publisher of the material you attempt to access, and that you will abide by that agreement. You understand that violations (by authorized users) of any of the terms of any of your agreements with the Publisher may be a violation of U.S Federal Copyright law, as well as international treaties, foreign laws and state laws.

#### 5. Usage Rights

IGI allows Authorized Users to remotely connect to E-Access of the publication(s) after user supplies the organization's complete information, including IP range, as outlined on Schedule A attached to this agreement. Licensee is responsible for providing systems, including hardware, software, and telecommunications systems (Internet provider, internal network system) that allows Licensee to connect to the E-Access site.

Authorized Users may search, read, display or print single copies of reference publication articles for the personal use of individuals. ~~Printed copies may not be reproduced for distribution to more than 9 people without the written permission of IGI.~~

When the term of this agreement expires (immediately upon the availability of a new edition) access to the first edition will be discontinued.

The Licensee agrees that under any circumstance or time frame, the licensed contents will not be copied into any other databases, loaded onto another server or any alternate system. Furthermore, the Licensee agrees that neither the Licensee nor Authorized Users are allowed to make any alterations or modifications to the licensed contents.

Licensee will ensure that proper, adequate steps are taken to inform/educate users pertaining to respecting copyrights and intellectual property rights of all materials associated with the accessed publication. Further, Licensee agrees to monitor compliance with authorized use as established by the Publisher. In an extreme case where abuse of the privileges of E-Access is determined, Licensee will provide the Publishers with a full report within 5 business days of the type of abuse discovered and steps taken to correct the problem. (60)

~~The Licensee agrees to be responsible for its own negligence.~~

Licensee agrees to keep an up-to-date record of its IP addresses, and to inform the Publisher of changes, additions and deletions upon request of the Publisher.

Licensee may not assign the rights or obligations pertaining to this agreement to any other person or organization.

## 6. Delivery

The publication covered by this agreement will be available to the user through the use of Adobe Acrobat Reader PDF format. Publisher will make an effort to contact the Licensee to receive the signed copy of this agreement as well as the IP addresses and other necessary contact information of the purchasing library. The Licensee also has dual responsibility to follow up with the Publisher to begin the E-Access connection for the licensed contents. The Licensee also agrees to make all efforts to make access to the licensed contents via the Secure Server Network.

The Publisher reserves the right to change the formats of licensed contents as well as access method, and any other changes in providing access to the contents with 45 days advance notice to the Licensee and Authorized Users. Furthermore, The Licensee agrees that it is the responsibility of the Licensee and Authorized Users to install and use suitable Web browsers, have access to authorized copy of the Adobe Acrobat and other necessary hardware, software, network components to access the Licensed Contents.

The Publisher will make every practical effort to provide continuous access to the Licensed Contents through the Internet. However, it is understood that from time to time the access can be interrupted due to periodical maintenance of server, testing and installation of new hardware & software, updating the contents. The access can also be interrupted due to factors out of control of the Publisher such as disruption of telecommunication networks, strike, malfunctioning of hardware or software, etc.

## 7. Intellectual Property Rights

Publishers maintain all copyrights over the Licensed Contents and maintain full control of its presentation formats as well as its use by any users. At no time, the Licensee or any Authorized Users may claim any rights over the Licensed Contents by any means of monetary compensations or access fees. The Licensee and Authorized Users are only provided with authorized access to the contents for viewing, searching, reading, and printing single copies.

Publisher reserves the right to remove, alter or change any material within the publication that it believes may pose a copyright infringement or is otherwise unsuitable or objectionable, as determined by the Publisher.

## 8. Archiving

Authorized users are prohibited from electronic archiving copies of either individual articles or the full publication, including back-up copies on the Authorized User's system.

## 9. Miscellaneous

*State of California*

~~This Agreement, whenever called upon to be construed, shall be governed by the laws of the Commonwealth of Pennsylvania. The parties to this Agreement consent and agree that all legal proceedings relating to the subject matter of this Agreement shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania, or, if applicable, the United States District Court for the Middle District of~~

~~Pennsylvania, and all parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively within said Courts.~~ *The federal or state courts located in California shall have jurisdiction to hear any disputes under this agreement.*  
 This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all previous representations, understandings of agreements, oral or written, between the parties with respect to subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.

Any notification or contact required or authorized by this contract become effective immediately when delivered in person or if mailed by a trackable method (FedEx, UPS Next Day, USPS registered mail) within 3 business days of being mailed/shipped.

#### ~~10. Confidentiality~~

~~Each party agrees not to disclose the terms and conditions of this agreement, including monetary information, or other information about the other party's business to any third party without the prior expressed, written consent of the other party, with any information attained as regards to this matter, to remain confidential in perpetuity.~~

#### 11. Termination

The terms of this contract end with the release of a new edition of this publication (except in cases of Licensee renewal via the purchase of the new edition), or if the Publisher decides to discontinue printing the current edition.

Grounds for early termination of either party include:

1. a continual, material breach of this contract, whereby the offending party is notified by the other party of the problem and the offending party does not act to remedy the problem. Upon termination of access under this condition, the Licensee and Authorized Users shall immediately cease all access to the licensed contents. Furthermore, the Publisher is not obligated to compensate or to refund the Licensee any monetary rewards or fees.
2. if either party becomes insolvent, declares bankruptcy, or similar situations.

Upon termination of this agreement, all rights, obligations and responsibilities of the parties terminate immediately.

**Dates of E-Access**

Idea Group Inc. agrees to provide unlimited access to the named online publication, for the life of the edition, beginning 12/17/06.  
(Please leave blank for IGI completion)

By signing this agreement, each party agrees to the Terms of Use for the publication(s) listed on Schedule A. It is further understood that this agreement sets forth the complete understanding with respect to electronic access to the named publication(s) and supersedes all prior agreements pertaining to this.


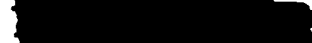
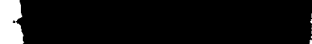
IDEA GROUP INC. 

Jan Travers  
Managing Director

Dated: 12/18/06

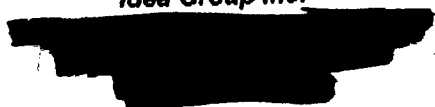
Library   
Signature: 

Print Name: Tony A Harrell  
Print Title and Affiliation: Head, Acquisitions Dept,  
Address: UCSD Libraries  
State/City/Zip/Country

Tel:   
Fax:   
E-mail:   
Date Signed: 11/09/06

**Please mail this completed agreement by trackable means (return receipt, FedEx Overnight, UPS Next Day Air, etc) to:**

**Idea Group Reference E-Access  
Idea Group Inc.**



**Idea Group Inc. will sign and return a copy of this agreement.**

**Schedule A - Licensee's Data**

Idea Group Inc. agrees to provide unlimited access to the reference publication listed below to the following organization for the life of the edition. Upon IGI's receipt of the signed Agreement, E-Access is activated no later than 60 days after the shipment date of the print version or no later than 60 days after the purchase date of the electronic-only version.

Please complete the following information:

Contact Name: Christine Peters

Contact Email Address: [REDACTED]

Contact Telephone Number: [REDACTED]

Contact Fax Number: [REDACTED]

Institution Name: University of California San Diego

Institution Address: [REDACTED]

Telephone: [REDACTED] Fax: [REDACTED]

IP Range or IP Numbers that will be accessing this publication: [REDACTED]

Name of Reference Publication: Encyclopedia of Human Computer Interactions