

# Univ. of California @ San Diego



## LAPOP (Latin American Public Opinion Project) Licensing Agreement for AmericasBarometer Data Sets

### Content Description

The "Licensed Materials" consist of public opinion surveys carried out by the Latin American Public Opinion project as part of its AmericasBarometer series. The sample sizes, county coverage and questionnaire content will vary from survey wave to wave. Normally, a new wave is conducted every two years, but this is not guaranteed as it depends on grant and contract funding to the Latin American Public Opinion Project. The license does not cover special purpose samples that may be carried out from time-to-time, even when those are listed on the LAPOP web site ([www.LapopSurveys.org](http://www.LapopSurveys.org)).

### License

Each license runs for one year, starting the date the payment is received. During that period of time, the institution purchasing the license may download the data files for the AmericasBarometer Survey. There are four classes of license:

Location of institution applying for a license	License includes the following data sets	Cost
A. U.S. and Western Europe	A single year of AmericasBarometer Surveys (e.g., 2004, 2006), year to be selected by institution applying for a license	\$
B. Rest of world	A single year of AmericasBarometer Surveys (e.g., 2004, 2006), year to be selected by institution applying for a license	\$
C. U.S and Western Europe	All AmericasBarometer Surveys from 2004 on.	
D. Rest of World	A single year of AmericasBarometer Surveys (e.g., 2004, 2006), year to be selected by institution applying for a license	

### Authorized Users, Licensees and Authentication:

The "Licensee" is the Institution that licenses the Licensed Materials from Vanderbilt and pays the subscription fee.

"Authorized Users" shall be defined as:

- Full and part time students and employees (including faculty, staff, affiliated researchers and independent contractors) and other visiting researchers and walk-in patrons, regardless of the physical location of such persons.

Licensors will provide the Licensee an institutional username and password for use by the Licensee and its Authorized Users. The username and password will allow for unlimited simultaneous users. The username and password will expire upon termination of the agreement.

**Permitted uses:**

Permitted uses for Licensees and Authorized Users.

- Retrieve Licensed Materials
- Print, download, and digitally copy Licensed Materials
- Authorized Users shall be permitted to extract or use information contained in the database for educational, scientific, or research purposes, such as extraction, manipulation and recombination of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
- Use a reasonable portion of the Licensed Materials in connection with specific courses of instruction offered by their institution, including use for electronic reserves.
- Use a reasonable portion of the Licensed Materials in the preparation of course packs or other educational materials.
- Provide electronic links to the Licensed Materials from the Licensees Web pages, catalogs, and course management systems.
- Nothing in this agreement shall limit the Licensee's or its Authorized Users' rights consistent with U.S. copyright law.
- 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. **IN NO CASE CAN DATA SETS THEMSELVES BE TRANSFERRED TO A THIRD PARTY.**

**Additional permitted uses**

- Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
- Licensee may mount the data sets purchased under this agreement on its protected local network, accessible only by Authorized Users.

**Prohibited uses**

- Transmit to a third party, in hard copy or electronically, any portion of the Licensed Materials, except as allowed in the permitted uses section of this license.
- Licensee may not fulfill requests from other institutions, a practice commonly called Interlibrary Loan. It may not distribute the data to any third party, third parties defined as individuals or institutions who do not hold a valid LAPOP license as described in this document.
- No commercial use of the Licensed Materials is permitted.

**Human Subject Protection Clause**

- All LAPOP data sets distributed via this agreement have been collected in conformance with U.S. Federal Human Subjects protection regulations, as implemented by the Vanderbilt University Institutional Review Board.

Furthermore, the data are being distributed are "deidentified," such that users of the survey data should not be able to identify any individual who responded to the surveys. All U.S. institutions and users who obtain a User License from LAPOP are expected to do so in complete conformity with applicable Federal human subjects protection rules. Other users should respect the principles of these U.S. regulations in every respect.

#### **Licensors Responsibilities**

The Licensor shall:

- Make the Licensed Material available to the Licensee and Authorized Users from the commencement of the subscription period;
- Other than making the data available in SPSS format in a timely fashion, the Licensor provides no other performance warranties;
- Use reasonable efforts to provide continuous service (an average of 98% uptime per month) with limited down time for maintenance of server(s), the installation or testing of data, the loading of additional Licensed Materials as they become available, or downtime related to the failure of equipment or services outside the control of Licensor. The Licensor shall use reasonable efforts to restore access to the Licensed Materials as soon as possible. Any extended periods of down time shall be reimbursed through prorated discounts or extended access to the Licensed Materials;
- Provide notification of any suspected or alleged license violations that come to the attention of the Licensor and allow a reasonable time (30 days from the Licensee's receipt of notice of the violation) for the Institution to investigate and take corrective action.
- Notify Licensee of any substantive changes to the Licensed Materials, including changes to the method of access and/or the addition, deletion, or alteration of content.

#### Limited Warranty: Disclaimers: Limitations of Liability.

Limited Warranty. EXCEPT AS STATED IN THIS SECTION THE LICENSED MATERIALS IS PROVIDED "AS IS" AND WITHOUT WARRANTY. Vanderbilt warrants that it has the authority to grant the licenses contained in this Agreement. These warranties shall remain in effect provided: (i) Licensee has not altered or improperly used the data; (ii) Licensee has complied with all configuration requirements; and (iii) Licensee is not in breach of any provision of this Agreement.

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**Assignment.** Licensee shall not assign or transfer this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Vanderbilt. Vanderbilt may assign its rights or obligations hereunder without the consent of or notice to Licensee. This Agreement shall inure to the benefit of and bind successors and permitted assigns of Vanderbilt and Licensee.

**Notices.** All notices required or permitted relating to a claim or breach of this Agreement shall be in writing and sent to: (i) if to the Licensee: the address provided by Licensee when ordering the Licensed Materials; and (ii) if to Vanderbilt: Office of Technology Transfer and Enterprise Development, Vanderbilt University, 1207 17<sup>th</sup> Avenue South, Suite 105, Nashville, Tennessee 37212 with a copy to: Vanderbilt University, Counsel's Office and University Counsel, 2100 West End Ave. Suite 750, Nashville, Tennessee 37203. Either party may substitute their address from time to time by written notice to the other and shall be deemed validly given upon receipt of such notice given by certified mail, postage prepaid, or personal or courier delivery. All Limited Support or other notices relating to the usage of the LICENSED MATERIALS will be provided by Vanderbilt via either telephone or e-mail.

**Governing Law; Severability.** This Agreement and performance hereunder shall be governed and construed in accordance with the laws of the U.S. and of the State of California, without giving effect to provisions thereof regarding conflict of laws. All agreements, clauses and covenants contained herein are severable, and in the event any of them shall be held to be unconstitutional, invalid, illegal, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid, illegal or unenforceable agreements, clauses or covenants were not contained herein.

**Integration; Waiver; Modification.** The parties hereto acknowledge and agree that they have read this Agreement in its entirety and understand and agree to be bound by all of its terms and conditions, and further agree that this Agreement and any exhibits or schedules hereto constitute a complete and exclusive statement of the understanding between the parties with respect to the subject matter hereof, which supersedes any and all other communications between the parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter hereof not expressly set forth in this Agreement, or any exhibits or schedules hereto, are of no force and effect. The

failure by either party to exercise any right provided hereunder shall not be deemed a waiver of such right. This Agreement may be amended, modified or supplemented only by a writing signed by the parties to this Agreement. Such amendments, modifications or supplements shall be deemed as much a part of this Agreement as if so incorporated herein.

Force Majeure. Neither party hereto shall be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control, including without limitation, acts of God, war, terrorism, riot, strike, labor disturbance, fire, explosion, flood, or shortage or failure of suppliers.

Import/Export Restrictions. Licensee shall comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and shall not export or re-export the LICENSED MATERIALS in violation of any such restrictions, laws or regulations, or without all necessary approvals.

Renewal notices shall be scheduled on an agreed timeframe. Renewals should enumerate changes in content in detail.

Signature: \_\_\_\_\_

Mitchell A. Seligson

Director, Latin American Public Opinion Project

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: Head of Acquisitions

Institution: UCSD Libraries

2/20/09

2-18-2009



VANDERBILT UNIVERSITY

Vanderbilt's LAPOP (Latin American Public Opinion Project) Institutional Annual Subscription Renewal Licensing Agreement for AmericasBarometer Data Sets

ORIGINAL AGREEMENT:

Whereas the Licensor and Licensee entered into a Licensing Agreement for AmericasBarometer Data Sets which started on 3/1/2009 (date) and expired one year from the start, on 2/28/2010 (date).

RENEWAL TERM:

The Licensor and Licensee hereby agree to renew the Original Agreement for a further term of one year commencing once signed license AND full payment are received, and ending at midnight one year from the date of commencement.

TERMS AND CONDITIONS:

All the terms and conditions of the Original Agreement shall remain in full force and effect.

Indicate which subscription you are renewing below:

If you are located in the U.S., Canada, Japan, Western Europe or in a European Union member country, choose one:

[X] Renew Subscription to all available years of the AmericasBarometer survey series for 2004, 2006, 2008 and 2010 (to be released soon) for one price of New survey years will be added when available.

OR

[ ] Renew Subscription to one or more select year(s) from the 2004, 2006, 2008, or 2010 AmericasBarometer surveys.

Each year selected costs \$

Choose which year(s): [ ] 2004 [ ] 2006 [ ] 2008 [ ] 2010

If you are located in any other part of the world:

[ ] Renew Subscription to all available years of the AmericasBarometer survey series for 2004, 2006, 2008 and 2010 (to be released soon) for one price of New survey years will be added when available.

OR

[ ] Renew Subscription to one or more select year from the 2004, 2006, 2008, or 2010 AmericasBarometer surveys.

Each year selected costs \$

Choose which year(s): [ ] 2004 [ ] 2006 [ ] 2008 [ ] 2010

Vanderbilt University:

Signature: [Signature]

Mitchell A. Seligson

Director, Latin American Public Opinion Project

Date Signed: \_\_\_\_\_

Subscriber: 111

Signature: [Signature]

Printed Name: \_\_\_\_\_

Institution: UCSD Libraries

Position: Head of Acquisitions

Date Signed: 12/7/10

**Amendment One to Licensing Agreement AmericasBarometer Data Sets  
(Subscription)**

THIS Amendment is made on the 17<sup>th</sup> day of April, 2012.

**BETWEEN:**

**Licensor:** Vanderbilt University / Latin American Public Opinion Project (LAPOP);  
and

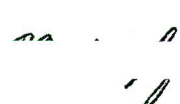
**Licensee:** University of California, San Diego

This is an Addendum to the LAPOP License Agreement ("the License Agreement") signed by the Licensor September 20, 2009 and made between the Licensor and the Licensee;

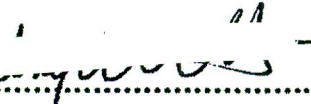
**From the Date hereof the License Agreement shall be amended as follows:**

1. Add the following section to the license:  
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.

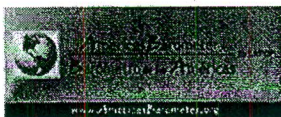
**The parties each agree to this Addendum to the License Agreement**

**Signature:**   
**Title:** .....Director, LAPOP.....  
**Date** ...4/25/2012.....

For and on behalf of  
Vanderbilt University

**Signature:**   
**Title:** ...Head, Acquisitions, UCSD Library  
**Date:** ...4/26/12.....

For and on behalf of  
The University of California, San Diego



VANDERBILT UNIVERSITY

**Vanderbilt's LAPOP (Latin American Public Opinion Project)  
Institutional Annual Subscription Renewal Licensing Agreement  
for AmericasBarometer Data Sets**

Name of Subscribing Institution: University of California, San Diego

**ORIGINAL AGREEMENT:**

Whereas the Licensor and Licensee entered into a **Licensing Agreement for AmericasBarometer Data Sets** which started on 1/27/2011 (date) and expired one year from the start, on 1/26/2012 (date).

**RENEWAL TERM:**

The Licensor and Licensee hereby agree to renew the Original Agreement for a further term of one year commencing once signed license AND full payment are received, and ending at midnight one year from the date of commencement.

**TERMS AND CONDITIONS:**

All the terms and conditions of the Original Agreement shall remain in full force and effect.

**DATA ACCESS**

The Subscriber shall choose between two options to access the data sets. The first and preferred method is via IP authentication, as it is the most convenient option for both Subscribers and LAPOP. The second is using a username and password to log in. Either option is only for use by the Subscriber and its Authorized Users. The username and password will allow for unlimited simultaneous users. The username and password will expire upon termination of the agreement.

**IP Authentication Requirements:**

Your institution must have a fixed IP address or range of IP addresses through which it connects to the internet (individual computers may have dynamic server-assigned addresses as long as they use a gateway with a static address to access the internet). Dial-up access and most home broadband services are not suitable. Ideally your institution should have a website/intranet from which there can be a link to the AmericasBarometer data base. Bear in mind that anyone who has access to a computer within the specified range can access the AmericasBarometer.

Once your IP address(es) or IP range(s) are sent to LAPOP, Subscriber access will be set up via IP authentication.

**Username / Password Log In**

For those who have Authorized Users who will need to access the data remotely, a username and password can be set up.

**Indicate which subscription you are renewing below and how you would like to access the data:**

- A. If you are located in the U.S., Canada, Japan, Western Europe or in a European Union member country<sup>1</sup>, and you are a government institution, multi-lateral public institution, think tank, or a degree-granting institution of higher learning that offers a Ph.D. or Masters in political science (or government), international relations, or public policy, choose:

Subscribe to the AmericasBarometer survey series for 2004, 2006, 2008 and 2010) for one price of  
New survey years will be added when available.

<sup>1</sup> Individuals and institutions located in the U.S., Canada, Japan, Western Europe and European Union member countries have a different type of subscription than those in other countries. This allows us to discount the cost of data sets to certain countries, providing more fair access. Countries in the European Union or who are considered to be in Western Europe are: Austria, Belgium, Bulgaria, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom.



- Access via IP authentication
- Access via username/password log in

B. If you are located in any other part of the world, or if you are a degree-granting institution of higher learning that does not offer a Ph.D. or Masters in political science (or government), international relations, or public policy,<sup>2</sup> choose:

Subscribe to the AmericasBarometer survey series for 2004, 2006, 2008 and 2010 for one price of New survey years will be added when available.

- Access via IP authentication
- Access via username/password log in

**Vanderbilt University:**

Signature: 

Director, Latin American Public Opinion Project

Date Signed: 5-2-12

**Subscriber:**

Signature: 

Printed Name: J

Institution: UCSD

Position: Head of Acg.

Date Signed: 4/30/12

<sup>2</sup> This fee structure goes into effect March 9, 2011, applying to all licenses henceforward. It does not apply retroactively.