

GMID User Agreement

1. Definitions

Euromonitor: Euromonitor International Inc, [text removed].

Subscriber: UC – San Diego, [text removed]

Authorized Users: Students, Faculty and Staff of the Subscriber, as well as Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

GMID: Euromonitor's Global Market Information Database Ex-Analysis
[text removed]

2. Data Delivery

2.1. The data will be supplied via the Internet.

3. Use of Data

3.1. Access will be given to Authorized Users on-campus using IP recognition. Remote access for Authorized Users will only be permitted via the Subscriber's secure network or intranet.

3.2. Any Usernames and Passwords supplied for access to GMID must remain confidential to the Subscriber. Any suspected breach of confidentiality will be reported to Euromonitor immediately.

3.3. Authorized Users may search for and download data for the purposes of non-commercial research and private academic study.

3.4. No re-distribution of data, paid or otherwise, to non-Authorized Users is permitted, with the exception of 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..

3.5. The Subscriber will make reasonable efforts to ensure that all users who access Euromonitor data are aware that such data are for personal academic research purposes only and unless explicitly permitted in this license cannot be sold or otherwise re-distributed to third parties.

3.6. Euromonitor retains all copyright and database rights to the data. Any use of data will be sourced as, and attributed to, "Euromonitor".

3.7. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate such Authorized User's access to the Licensed Materials, (b) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without notifying the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that

cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

4. Help, Training and Usage Analysis

- 4.1. Euromonitor will provide 24-hour telephone help and training for Subscriber library staff via its three international offices in Europe, North America and Asia.
- 4.2. Euromonitor complies with ICOLC (International Coalition of Library Consortia) and COUNTER (Counting Online Usage of Networked Electronic Resources) guidelines regarding the measurement and exchange of online usage statistics.

5. Payment

- 5.1. Payment is due in full within 30 days of the date of this agreement.
- 5.2. Euromonitor reserves the right to review this price if any major change to access occurs – including merger or corporate take over. Any proposed change in pricing will be submitted to the Subscriber no later than sixty (60) days prior to the termination date of this agreement and will not take effect until the subsequent agreement period.

6. Limitations of Liability

- 6.1. Although Euromonitor makes reasonable efforts to ensure the accuracy and reliability of GMID and its content, Euromonitor will not be held liable for any loss or damage in connection with the provision or failure to provide this service.

7. Term

- 7.1. Access to GMID commences on the signature of this proposal for a 12 month term. This agreement shall be renewable at the end of the current term for a successive 12 month term unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term.
- 7.2. On termination access will no longer be available to the Subscriber.
- 7.3. The parties agree to be bound by the terms and conditions set forth in this agreement, as evidenced by the signatures below.

To accept this proposal sign below and return to Euromonitor

Signed[signature removed].....

Name:Catherine R. Friedman.....

Job:AUL, Public Services, UCSD Libraries.....

Date:9/1/06.....

GMID Security Statement

Subscriber University of California – San Diego Libraries

Address [text removed]

Telephone [text removed].....

Contact name Christine Peters.....

Email [text removed].....

Euromonitor's Global Market Information Database is a commercially sensitive business reference system. It is important we ensure that our data is only accessible to authorised users within a Subscriber organisation. Authorised users are defined in section I of the User Agreement. ~~current students, faculty and staff of the Subscriber's institution.~~ The database is NOT available remotely to alumni.

1. On-campus access

On-campus access to the Global Market Information Database is given using IP address recognition. Please complete the IP address range for your university:

Campus name (if applicable)	IP Address range
 [text removed]

- Are members of the public or alumni able to use the library's resources? If YES, please provide details.

Yes. As a state-funded institution, members of the public are able to use the library's electronic resources from computers located on the library's premises as defined in section 1 of the User Agreement.

2. Remote Access

Under certain circumstances Euromonitor will grant remote access to authorised users of the Global Market Information Database. We offer remote via a Referrer URL.

Please confirm if you want remote access:

YES

NO

If YES go to section 2.1, if NO go to section 3

2.1. Referrer URL

If a Subscriber has a secure network or intranet Euromonitor will register a referrer page from that network or intranet, and authorised remote users will access the database from the referrer page. Euromonitor reserves the right to refuse remote access if security of the referrer page cannot be proved and guaranteed.

Proposed referrer page

There is no special "referrer page" per se.

http://.....n/a.....

- Explain the security measures in place to keep this page secure. Continue on a separate sheet if necessary.

Users affiliated with UCSD have network names and passwords that are administered as part of central campus IT. Users access library resources remotely through the campus' proxy server, which authenticates the user's user name and password and assigns them a campus IP, so no additional link verification should be necessary.

- Is this page accessible by anyone other than current students, faculty and staff of your institution. If so please give details:

n/a

3. Confirmation of understanding

It is the Subscriber's responsibility to ensure that the Global Market Information Database is available to authorised users only. You must provide accurate IP address information ~~and keep the referrer pages on your network secure~~. Unauthorised use of data from a Subscriber account will result in the immediate termination of access as documented in Section 3.7 of the User Agreement.

I agree to be bound by the conditions set forth above and confirm that the information supplied is correct.

Signed[signature removed].....

NameCatherine R. Friedman.....

Job TitleAUL, Public Services, UCSD Libraries.....

Date9/1/06.....

GMID Proposal for

Contact: Elisabeth Leonard

Subscriber Organization: University of California-San Diego

Telephone: [text removed]

Email: [text removed]

Prepared by

Kristin Crowson

Account Executive

Telephone [text removed]

Email [text removed]

Introduction

This proposal covers the licensing and use of data available as part of Euromonitor's Global Market Information Database (GMID): an integrated on-line business information system providing key business intelligence on countries, consumers, lifestyles, markets and companies.

Users of GMID

GMID is relevant to anyone who needs international business information: information analysts and market researchers, business development and strategic planning professionals, business consultants, consumer intelligence and marketing professionals and students of international business and marketing.

GMID is particularly well suited to academic libraries and used extensively by the world's top business schools. It is an excellent resource for all types of project work such as market research, international business case studies, scenario planning and comparative analysis.