

For IET use only:	Licence No. _____
Date: _____	Customer I.D. No. _____

IET DIGITAL LIBRARY INSTITUTIONAL USER LICENCE – PERPETUAL ACCESS

BY SIGNING THIS LICENCE ("LICENCE"), University of California (herein after referred to as the "Licensee") agrees to the terms and conditions set forth in this Licence. In turn, the Institution of Engineering and Technology, with its principal place of business at Michael Faraday House, Six Hills Way, Stevenage, SG1 2AY, United Kingdom (herein referred to as "the IET") grants to the Licensee and its Authorised Users at the Licensee's Authorised site(s) the right to access the Licensed Materials of the below indicated publications on the IET Digital Library platform, via a secure network, in perpetuity, subject to these same terms and conditions.

For the purposes of this Licence, the Licenced Materials refers to [e-Books/Journals Archive].

1. Permitted Sites

The Licensee may access the Licenced Materials at the site or sites below:

Site 1

University of California Office of the President
California Digital Library
415 20th Street, 4th Floor
Oakland, CA 94612
USA

Contact: [REDACTED]
[REDACTED]

Site 2

Berkeley

Site 3

Irvine

Site 4

San Diego

Site 5

Los Angeles

Site 6

Merced

Site 7

Santa Barbara

Site 8

Santa Cruz

2. Authorised Users

- 2.1. "Authorised Users" means only the employees, faculty, staff, and students officially affiliated with the Licensee at the Authorised Sites, and persons with legal access to the library's collections and facilities via its secure network. Authorised Users may be persons remote from the Licensee's physical locations whose access is administered from the Authorised Sites.

3. IP Addresses

- 3.1. Authorised Users will be recognised by their Internet address. IP addresses and/or address ranges for the Licensee are indicated in the Appendix. The Licensee confirms that all IP addresses in the ranges listed in the Appendix are specifically controlled by the Licensee for computers under its administrative control, and for individual authorised Users. Access to the site via open proxies and other non-authenticated proxy servers is prohibited.

4. Security and access Control

- 4.1. The Licensee will exercise reasonable vigilance and shall be responsible for all access control and security measures necessary to ensure that the Licensed Materials are not accessed by other than Authorised Users. The Licensee will inform Authorised Users of general terms and conditions for the use of online information products that are consistent with this Licence. Furthermore, the Licensee will make every attempt to enforce the terms of this Licence upon receiving information from the IET or any other source that reasonably indicates that one or more Authorised Users is in violation of the terms of this Licence. In addition, the Licensee will inform the IET in the event that it becomes aware of any breach of the general terms and conditions of the use of the Licensed Materials by Authorised Users or any other individuals and will deny access to any Authorised Users suspected of breaching these terms and conditions.

5. Permitted Uses

- 5.1. The Licensee and Authorised Users are permitted online access to the Licensed Materials and may download, save, or print text, solely for the private use or research of the Licensee and the Authorised Users. The Licensee and Authorised Users may only use this online access in a way that is consistent with the Fair Use Provisions of the United States and international copyright laws.
- 5.2. Licensee and Authorised Users shall have the right to electronically display the Licensed Materials.
- 5.3. Licensee and Authorised Users may download and digitally copy a reasonable portion of the Licensed Materials.
- 5.4. Licensee may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorised Users.
- 5.5. The IET grants the Licensee and Authorised Users permission for brief quotations from the content of the Licensed Materials with the customary acknowledgment of the source, and to copy and transmit content from individual Licensed Materials in "person-to-person" and non-systematic scholarly exchanges of information between Authorised Users and specific individuals.
- 5.6. Licensee and Authorised Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
- 5.7. Licensee and Authorised Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.
- 5.8. Licensee and Authorised Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the University of California.
- 5.9. The University of California is committed to the use of the emerging OpenURL standard to allow linking to related materials in other locations. If IET does not use the OpenURL standard, IET staff will provide information to Licensee upon request to assist the Licensee in creating links directly from UC's library catalogues and licensed resources to the content at the book and chapter levels.
- 5.10. Interlibrary loan: The IET-prepared electronic article files may not be transmitted in their original digital form to any other institution or to a non-Authorised user. A hard copy printed from the electronic files of the publication(s) may be supplied to another institution by mail or fax or secure transmission using Ariel or its equivalent, whereby the electronic file is deleted immediately after printing, provided the institution is not-for-profit and within the same country as the Licensee. The supply of such copies must conform to CONTU guidelines or similar restrictions to Fair Use provisions under US copyright law.
- 5.11. Licensee and Authorised Users may make local digital copies of the Licensed materials in order to ensure efficient use by Authorised Users by appropriate browser or other software.
- 5.12. The Licensee specifically agrees that use by the Licensee or Authorised Users other than indicated above is a violation of the terms of this Licence.

6. Prohibitions on Certain Uses

6.1. Neither the Licensee or the Authorised Users may:

- 6.1.1.remove or alter the authors' names or the copyright notices or other means of identification or disclaimers as they appear in the Licenced Materials;
- 6.1.2.systematically make print or electronic copies of multiple extracts or make multiple copies of any part of the Licenced Materials for any purpose other than expressly permitted by this Licence;
- 6.1.3.Systematically or programmatically download (e.g., the use of automated 'robots' or otherwise) or attempt to download in a short time period large amounts of Licensed Materials from the IET Digital Library, such as full text articles from entire journal issues or extensive search results.
- 6.1.4.prepare derivative works or download, mount, or distribute any part of the Licenced Materials on any electronic system or network, including without limitation the Internet and the World Wide Web, other than the Secure Network, except where expressly permitted by this Licence under clause 6;
- 6.1.5.reverse engineer, decompile, alter, abridge or otherwise modify the Licensed Materials or any part of them for any purpose whatsoever, except as expressly provided in this Licence.

6.2. The IET's explicit written permission must be obtained in order to:

- 6.2.1.use all or any part of the Licenced Materials for any commercial use;
- 6.2.2.systematically distribute the whole or any part of the Licenced Materials to anyone other than the Authorised Users;
- 6.2.3.publish, distribute or make available the Licenced Materials , works based on the Licenced Materials or works which combine them with any other material, other than as permitted in this Licence;
- 6.2.4.alter, abridge, adapt or modify the Licenced Materials, except to the extent necessary to make them perceptible on a computer screen to Authorised Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

7. Copyright

- 7.1.The IET Digital Library is copyrighted by the IET. The Licensed Materials and their content, including abstracts, are copyrighted as indicated within the publication. The search software used on the platform is copyrighted by Publishing Technology. The IET Digital Library, and Licensed Materials are subject to all applicable copyright, database protection and other rights under the law of the United Kingdom and other countries. copyright notices in the IET Digital Library, Licensed Materials may not be removed, obscured, or modified in any way. Unauthorised copying or redistribution of any IET Digital Library content is a violation of copyright laws.

8. Failure of Performance

- 8.1.Following online access approval, the Licensee and Authorised Users will be permitted to attempt online access to the IET Digital Library at any time. The IET, however, will not be liable for any delay, downtime, transmission error, software or equipment incompatibilities, force majeure or other failure of performance or any associated losses. The IET will use commercially reasonable efforts to correct any material performance problem brought to its attention and may suspend performance pending such correction.

9. Archive Rights

- 9.1.The IET will use reasonable efforts to retain in an archive all electronic information published by the IET. Should the IET be unable to maintain the Digital Library platform for reasons of a commercial nature or otherwise, and/or there is no suitable alternative platform available to access the Licensed Materials, the Licensee may purchase a non-updating physical archive copy for local loading on the Licensee's own information systems and redistribute the content to authorised Users within the Authorised Site(s). Any hardware or software required to distribute content from the archive copy will be the responsibility of the Licensee. The definitions of Authorised Site, Authorised Users and allowed and prohibited uses as provided in this Licence shall otherwise apply to the use of the archive copy. In addition, in the event of the IET Digital Library platform no longer being available, the IET content may be freely accessed at via the CLOCKSS Archive.

10. Duration of Licence

- 10.1. This Licence will become effective on receipt by the IET of the Licence signed by an authorised agent of the Licensee together with payment of the purchase fee, and, subject to the terms and conditions of this Licence, will remain in effect in perpetuity.

11. Termination and Breach

- 11.1. The IET shall be entitled to terminate this Licence by serving written notice on the Licensee if the Licensee:
 - 11.2. Becomes insolvent, goes into liquidation , has an administrator or receiver appointed over any of its assets or enters into any agreement with any of its creditors; or

- 11.3. Is in breach of any of these terms and conditions and in the case of a breach which it is possible to remedy, the Licensee has not remedied the breach within sixty (60) days of receiving notice from the IET specifying the breach.

12. Warranties and Liability;

Subject to the Limitations set forth elsewhere in this Agreement:

- 12.1. IET 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 Authorised Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE. THE IET MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ONLINE PUBLICATIONS, INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 12.2. THE LICENSED PRODUCTS ARE PROVIDED TO LICENSEE "AS IS" AND "WITH ALL FAULTS". THE IET TO MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENCED MATERIALS INCLUDING THEIR QUALITY, ORIGINALITY, SUITABILITY, SEARCHABILITY, OPERATION, PERFORMANCE, COMPLIANCE WITH ANY COMPUTATIONAL PROCESS, MERCHANTABILITY, THAT THEY ARE UP TO DATE OR THEIR FITNESS FOR A PARTICULAR PURPOSE.
- 12.3. THE IET SHALL NOT BE LIABLE FOR: EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE OR LICENCES GRANTED HEREUNDER, THE USE OR INABILITY TO USE ANY 'IET' ONLINE PUBLICATION, THE IET'S PERFORMANCE UNDER THIS LICENCE, TERMINATION OF THIS LICENCE BY THE IET OR THE LOSS OF DATA, BUSINESS OR GOODWILL, EVEN IF THE IET IS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE IET FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY BREACH OR TERMINATION OF THIS LICENCE EXCEED THE TOTAL AMOUNT PAID BY THE LICENSEE TO THE IET FOR THE PERPETUAL ACCESS WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DUE TO NEGLIGENCE. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. No claim may be made against the IET unless suit is filed thereon within one (1) year after the event giving rise to the claim.

Notwithstanding anything else in this Agreement:

- 12.4. IET makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.
- 12.5. IET makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. IET further expressly disclaims any warranty or representation to Authorised Users, or to any third party.
- 12.6. The Licensee shall use reasonable efforts to protect the Licensed Materials from any use which is not permitted under this Agreement. In the event of any unauthorised use of the Licensed Materials by an Authorised User, (a) the IET may terminate such Authorised User's access to the Licensed Materials, (b) The IET may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorised use occurred, and/or (c) the Licensee shall terminate such Authorised User's access to the Licensed Materials upon the IET's request. The IET shall take none of the steps described in this paragraph without first providing reasonable notice to the Licensee to avoid recurrence of any unauthorised use.

13. Indemnifications

IET shall indemnify and hold Licensee and Authorised Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorised User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defence at its own expense.

14. Usage Statistics

IET must provide both composite use data for the system-wide CDL and itemised data for individual campuses, on a monthly basis. Use data should be at the level of detail required for objective evaluation of both product performance and satisfaction of user needs, including title-by-title use of journals. Providers should follow the International Coalition of Library Consortia (ICOLC) "Guidelines for Statistical Measures of Usage of Web-Based Information Resources " or provide information in compliance with COUNTER or other recognised international standard.

15. Dispute Resolution

- 12.1 In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.
- 12.2 In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.
- 12.3 Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavour to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.
- 12.4 All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than sixty (60) days after the notice of arbitration is served.
- 12.5 The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

16. Notice of the Use of Digital Rights Management Technology

In the event that IET utilises any type of digital rights management technology to control the access or the usage of Licensed Product, IET agrees to notify Licensee of the name, contact information and any technical specifications for the digital rights management technology utilised.

17. Notice of the Use of Digital Watermarking Technology

If IET utilises any type of digital watermarking technology for any element of the Licensed Product, IET agrees that watermarks will not degrade image quality. These watermarks shall not contain user-related information such as account number or IP address. If digital watermarking technology is used, IET agrees to notify Licensee, in advance, of the name, contact information, and any technical specifications for the technology used.

18. General

- 18.1. This Licence constitutes the entire agreement between the parties and supersedes any prior communication between the parties with respect to the subject matter hereof. The headings used in this Licence are for convenience only and are not to be considered in construing the terms of this Licence. Subject to termination under Section 11, this Licence may be amended only by consent (via mail, email, or fax) of both parties. If the IET sends notice to the Licensee of changes in the terms of this Licence, lack of response by the Licensee within a thirty (30) day period will be taken as acceptance of the new terms. Licensee may not make any changes to this Licence without written consent by the IET.
- 18.2. The Licensee must pay any taxes (including but not limited to any applicable Value Added Taxes, Sales Taxes, and Import Taxes) other than taxes on the IET's net income, arising out of the Licensee's use of the Licensed Materials and/or the rights granted under this Licence.

18.3. The Licensee may not assign or transfer its rights under this Licence.

I have read and agree to adhere to and abide by all the terms and conditions stated above.

Signature: _____

Name: _____

University Librarian

Date: _____

10/8/12

Please mail the completed and signed Licence to:

IET Digital Library
Michael Faraday House
Six Hills Way
Stevenage
Herts, SG1 2AY
United Kingdom

E-mail: ietdl@theiet.org
Telephone: +44 (0) 1438 765552
Fax: +44 (0) 1438 767339

Questions concerning this Licence or any changes to it maybe directed as above.