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).

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:

<table>
<thead>
<tr>
<th>Location of intuition applying for a license</th>
<th>License includes the following data sets</th>
<th>Cost</th>
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</table>
| 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, 2008), year to be selected by institution applying for a license | $?

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- 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.
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- Other than making the data available in SPSS format in a timely fashion, the Licensor provides no other performance warranties;
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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.

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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: ____________________________
Institution: __________________________

2/20/09

2-18-2009
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 3/31/2010 (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:
☐ 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 $500 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 $100
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 $500 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 $100
Choose which year(s): □2004 □2006 □2008 □2010

Vanderbilt University:
Signature: ____________________________
Mitchell A. Seligson
Director, Latin American Public Opinion Project
Date Signed: _______________________

Subscriber:
Signature: ____________________________
Printed Name: ucsdlibraries
Institution:
Position: Head of Acquisitions
Date Signed: 12/1/2010

Page 1 of 1

LAPOP, Vanderbilt University, PMB 407027, 2301 Vanderbilt Place, Nashville, TN 37240-7027 p (615) 322-8813 f (615) 343-8003

Version Date 06/13/2010
Amendment One to Licensing Agreement AmericasBarometer Data Sets
(Subscription)

THIS Amendment is made on the 17th 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's LAPON (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 LAPON. 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 database. 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 LAPON, 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 country¹, 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.

¹ 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.
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, 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: [Signature]
Director, Latin American Public Opinion Project
Date Signed: 5-2-12

Subscriber:
Signature: [Signature]
Printed Name: [Printed Name]
Institution: [UCSD]
Position: [Head of AOP]
Date Signed: 4/30/12

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1 This fee structure goes into effect March 9, 2011, applying to all licenses henceforward. It does not apply retroactively.