ADDENDUM

This is an addendum to the Terms and Conditions document, attached as Exhibit A ("Master Agreement").

MODIFICATIONS TO MASTER AGREEMENT

Add the following text to the end of section 4:

"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.

Interlibrary Loan. Using secure electronic, paper, or intermediated means such as Ariel, Licensee may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC §108, "Limitations on exclusive rights: Reproduction by libraries and archives") and the Guidelines for the Proviso of Subsection 108(2g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

Fair Use. Nothing in this License shall in any way exclude, modify or affect any of Licensee's statutory or common law rights under the copyright laws of the United States."

Globally substitute the phrase "personal, educational or non-commercial research use" for "personal use" in this document.

ENTIRE AGREEMENT

This Addendum, together with the Master Agreement, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, communications, understandings, and agreements relating to the subject matter hereof, whether oral or written, including any agreements associated with the order or trial request process.

This Agreement shall be renewable at the end of the current term for one year unless either party gives written notice of its intention not to renew thirty (30) days before expiration of the current term.

CONFLICT CLAUSE

Should there be a conflict between this agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, then this Addendum controls.

MODIFICATIONS OR AMENDMENTS

This Agreement may only be modified in a writing signed by both parties.
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR: Canadian Meteorological and Oceanographic Society

BY: ___[signature removed]________________________________DATE: 18 May, 2006___
   Signature of Authorized Signatory of Licensor

Print Name: Richard Asselin
Title: Director of Publications
Address: [text removed]
Telephone No.: [text removed]
E-mail: [text removed]

LICENSEE: University of California – San Diego Libraries

BY: ___[signature removed]________________________________DATE: __May 19, 2006___
   Signature of Authorized Signatory of Licensee

Print Name: Tony Harvell
Title: Head of Acquisitions, UCSD Libraries
Address: [text removed]
Telephone No.: [text removed]
Fax No.: [text removed]
E-mail: [text removed]
EXHIBIT A

(licensing text retrieved 5/18/06 from http://www.cmos.ca/useofpubse.html)

Conditions for the Use of CMOS Online Publications

1. Rights

CMOS grants the Subscriber and authorized users at the Subscriber's institution the right to access the electronic version of those CMOS publications for which the Subscriber has a valid subscription. It is a condition of receiving access to the electronic journals that any person who violates either the copyright or the restrictions on distribution, or who condones such acts, may be deprived of future access, without compensation or refund, while CMOS retains the further right to any legal remedies that may be available.

2. Authorized Users

Authorized users are defined as employees, faculty, and students of the Subscriber who access the electronic journals from a computer terminal within the range of the Internet Protocol (IP) addresses provided by the Subscriber at time of purchase. Access to the electronic journal by persons other than those listed above is restricted to the use of a computer terminal located in a Subscriber library.

3. Authorized Site

An authorized site is a campus community or buildings that are located within the same city and reporting to the same administrative body. Affiliated locations outside of the defined site are considered to be separate sites. Within a multi-company complex or building, each company is considered to be a separate site.

4. Usage Restrictions

The Subscriber and authorized users may view, print, and download single copies of articles or other content for personal use. The Subscriber and authorized users may not make copies for general distribution, for advertising or other promotional purposes, for creating new collective works, or for any resale purpose such as document delivery. For such uses, separate agreements must be made with the CMOS. The Subscriber will notify all authorized users of permitted and prohibited use, and the Subscriber will take any corrective action necessary against authorized users who contravene these conditions.

5. Copyright

No part of this publication may be reproduced, stored, or transmitted in any form or by any means, without the written permission of the publisher, except as stated below. The CMOS grants permission to individuals to download or print single copies of articles for personal use. Any person may reproduce short excerpts from articles in the journals for any purpose that respects the moral rights of authors, provided that the source is fully acknowledged. Authorization to reproduce items for other than personal use, as stated above, is granted by the CMOS provided that the copyright fee of [text removed] per copy is paid directly to CANCOPY, [text removed], or to the copyright organization of the country of the user (e.g. Copyright Clearance Centre in the US, or The Copyright Unit in the UK). The above permission does not extend to other kinds of copying, such as copying for general distribution, for advertising, or promotional purposes, for
creating new collective works, or for resale. For such copying, arrangements must be made with the publisher, Canadian Meteorological and Oceanographic Society, [text removed].

6. Warranty

CMOS accepts no responsibility for statements or opinions expressed by a contributor to its publications, and consequently accepts no liability for damages that may result from the Subscriber's use of a CMOS publication. Acceptance of an advertisement, announcement, or other material does not imply endorsement by CMOS.

This document is adapted for CMOS with the permission of the National Research Council of Canada Date modified: 2005-05-12