LETTER OF AGREEMENT
THE ROPER CENTER FOR PUBLIC OPINION RESEARCH
AND THE UNIVERSITY OF CALIFORNIA AT SAN DIEGO

The organizations named above agree to the following terms:

I. Duration: This agreement will be in force from December 1, 2006 to November 30, 2008, and will be automatically renewed unless either party notifies the other to the contrary at least 30 days prior to the end of the agreement period. Use of iPOLiL or dataset download will constitute acceptance of this agreement.

II. The Roper Center for Public Opinion Research, University of Connecticut agrees:
   A. To provide members of the University of California at San Diego with unlimited rights to download available data and documentation from the Roper Center's collection.
   B. To provide data and documentation for other datasets in the collection at no charge beyond the costs of conversion. Rates will be listed on the Roper Center website.
   C. To provide members of the University of California at San Diego with rights to use the iPOLiL database.
   D. To provide research services such as customized library searches and data analysis at discounted rates. Rates will be listed on the Roper Center website.
   E. To provide complimentary publications of Roper Center newsletters, study listings, technical memoranda, brochures, and other printed material.

III. The University of California at San Diego agrees:
   A. To pay a membership fee at the current rate.
   B. To make every reasonable effort to give notice that only members of the University of California at San Diego are allowed to use the account to access the Roper Center resources, and to inform the Roper Center of any possible violations. In the event of any unauthorized use of the Licensed Materials, (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 first providing a sixty (60) day notice to Licensee and cooperation with the Licensee to avoid recurrence of any unauthorized use.
   C. To inform users of their responsibility to properly cite the original survey and acknowledge the Roper Center as the distributor of the data. This condition applies both to information obtained from iPOLiL and to the results of analyses of datasets.
   D. To inform members of the University of California at San Diego of the terms and conditions of this agreement, including the user responsibilities listed in section IV, and to assist the Roper Center in responding to possible violations.

IV. User responsibilities:
   A. Users may not resell Roper Center documentation or data outside of the University of California at San Diego. Users who are actively collaborating with individuals at non-member institutions may provide a copy of relevant data sets to their collaborators for the duration of the project. Roper Center data may be placed on web sites only if access is restricted to members of the University of California at San Diego. If the University of California at San Diego ceases to be a member of the Roper Center, individual users may keep copies of data obtained during the membership period, but the datasets must be removed from web sites or data libraries and cannot be further redistributed within the University of California at San Diego.
   B. Members of the University of California at San Diego may present information from iPOLiL and results of analysis of Roper Center data in reports and publications. However, they may not resell direct access to iPOLiL or Roper Center data; for example, they may not charge for conducting iPOLiL searches. Users may not make a copy of the iPOLiL database or create a database by regularly or systematically downloading and storing pages from the Roper Center web site. No part of the web site may be reproduced, transmitted to, or stored in any other web site, nor may any of its pages or part thereof be disseminated in any electronic retrieval system or service without prior written permission.

V. The Roper Center reserves the right to change its annual fees for any subsequent year after providing 30 days written notice. Roper also reserves the right to withdraw access permission at any time, with a prorated adjustment of fees.
ADDENDUM

This is an addendum to the Master Agreement for the period of February 1, 2006 to January 31, 2007 between the University of California San Diego Libraries and the Roper Center for Public Opinion Research.

ENTIRE AGREEMENT

This Addendum, together with the Master Agreement constitutes the entire agreement of the parties ("Agreement") 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 registration, order, or trial request process.

CONFLICT CLAUSE

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, which licensee has done as of 2/1/06. In no event shall the terms of any "click-through" licenses substantively differ from the provisions of this Agreement.

Should there be a conflict between this Agreement and any other vendor-generated, web accessible terms and conditions, whether now known or hereinafter generated, the terms of this Agreement shall prevail.

MODIFICATIONS OR AMENDMENTS

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

LICENSOR: Roper Center for Public Opinion Research, University of Connecticut

BY: ________________________________ DATE: 2/4/06
   Signature of Authorized Signatory of Licensor

Print Name: Lois Timms-Ferrara
Title: Associate Director
Address: 
Telephone No.: 
E-mail: 

LICENSOR: Roper Center for Public Opinion Research, University of Connecticut

BY: ________________________________ DATE: 2/16/06
   Signature of Authorized Signatory of Licensor

Print Name: Carol Welt
Title: Assistant Vice Provost
Address: 
Telephone No.: 
E-mail: 

LICENSEE: University of California – San Diego Libraries

BY: ________________________________ DATE: 2/4/06
   Signature of Authorized Signatory of Licensee

Print Name: 
Title: 
Address: 
Telephone No.: 
Fax No.: 
E-mail: 

Tony Harvell
Head of Acquisitions, UCSD Libraries