

Licence Agreement For Database Use

This Agreement is a legal binding agreement made between Yale University (The Licensee) and Corporacion Latinobarometro, domiciled at Orrego Luco 130, Providencia Santiago – Chile (“The Depositor”).

I. INTRODUCTION

The Depositor is the owner of the copyright and associated intellectual property rights in the whole data collection as described below, and wishes to license these materials to the Licensee.

The Licensee acknowledges and agrees that the entire content of the Depositors Data Collection is the intellectual property and copyright of the Depositor, and is protected by law, including, but not limited, to Chilean Intellectual Property Law and all pertinent international treaties. Licensee and its Authorized Users shall not make any use whatsoever of any material from any the Depositor’s database except in accordance with the terms hereof.

Subject to the terms set forth in, this is a royalty payable, non-exclusive non transferable and limited licence to access the Data Collection, process the information and publish once proceeded which ensures that copyright in the original data is not transferred by this Agreement and provides other safeguards for the Depositor, such as, requesting acknowledgement in any publications arising from future research using the Data Collection. It permits use of the Data Collection for the Purpose specified here below. Access to the Data Collection will only be available to Authorized Users. Licensee shall make reasonable efforts to inform Authorized Users of the licence conditions established by the Licensee in the form of the End Users License as set forth in Annex A.

The Depositor hereby licences the Data Collection to the Licensee for not-for-profit Educational and Research Purposes only. This includes, without limitation, research, teaching and learning carried out by or on behalf of all of the following:

- i.)* **academic** - members of staff and students of higher and further education institutions and recognised research centres or organisations, and those members of the public who

can access the data collection from a computer in the Licensee’s facilities (walk-in users);

- ii.) **personal interest** - individuals conducting not-for-profit research unconnected with employment or institutional affiliation e.g. local historians;
- iii.) **government/non-profit** - public and non-profit making organisations e.g. charitable bodies or non-profit making research organisations, or funded by local and central government.

This Agreement explicitly excludes any type of Commercial Purposes, as defined below.

II. LICENCE TERMS AND CONDITIONS

1 Definitions and Interpretation

1.1 In this Agreement the following words have the following meanings:

‘Agreement’	this Agreement including all and any of the Licensee’s Data Collection Deposit Forms completed by the Depositor electronically
‘Commercial Purposes’	use of the Data Collection either directly or indirectly for any Commercial Purpose (whether for gain or not). For the avoidance of doubt, neither recovery of direct costs by the Subscriber from Authorized Users. nor use by the Subscriber or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Purposes.

'Data Collection'	the material provided by the Depositor under the title in the Data Collection Deposit Forms under the terms and conditions of this Agreement. The terms “dataset” or “study” may be used in some Archive documentation to mean Data Collection
'Data Collection Deposit Forms '	means the set of forms made available on the Licensee web site that have been completed by the Depositor describing the contents of the Data Collection that have been submitted to, and accented by, the Licensee as from time to time
'Depositor'	means Corporacion Latinobarometro Orrego Luco 130 Providencia Santiago Chile
'Educational and Research Purposes'	use of the Data Collection for education, personal study or personal research provided that such is not for Commercial Purposes
'Authorized User'	Persons Affiliated with Licensee. Full and part time students and employees (including faculty, staff, affiliated researchers and independent contractors) of Licensee, regardless of the physical location of such persons. Patrons not affiliated with Licensee

	who are physically present on Licensee's premises ("walk-ins"). Any off-campus access shall be provided only for individuals authenticated as affiliated with Licensee as defined herein.
'Term'	this Agreement shall take effect on the date when executed by the last party and shall continue for the duration of three years, unless terminated in accordance with Clause 8 of this Agreement.
'Licensee Archive Holdings'	means all the data collections held by the Licensee

2 Licence

2.1 The Depositor hereby grants a non-exclusive, non-transferable, limited, royalty-payable, licence of the Data Collection to the Licensee for the Term for the following purposes, without limitation:

- 2.1.1 Provide access to the Data Collection to Authorized Users; in order to consult online
- 2.1.2. Provide access to the Data Collection to Authorized Users; in order to download the out put of the matrices
- 2.1.3. promote and advertise the Data Collection in any publicity (in any form) for the Licensee;
- 2.1.4. to catalogue, enhance, validate and document the Data Collection; (together referred to as "the **Purpose**").

- 2.2. The Depositor reserves all rights not expressly granted to the Licensee under this Agreement. Unless otherwise expressly provided, all Intellectual Property Rights developed by the Depositor are retained exclusively by the Depositor.

3 Depositor's Rights and Undertaking

- 3.1 The Depositor is free to license, use or publish the Data Collection elsewhere.

- 3.2 The Depositor does not warrant or guarantee as follows:

3.2.1. the Data Collection in terms of the comprehensiveness, accuracy, reliability, or otherwise of its contents.

3.2.2. the information provided by Depositor will:

- (i) meet the Licensee requirements
- (ii) operate in combination with hardware, software, systems or data not expressly specified by the Depositor;
- (iii) meet any performance level, resource utilization, response time, or system overhead requirements;
- (iv) operate uninterrupted, free of errors, or without delay.

3.2.3. the Depositor is not responsible for problems caused by:

- (a) use of the Data Collection outside the scope of this Agreement or not in compliance with it;
- (b) any modification not made by the Depositor.

Except for the express warranties set forth in this agreement, the Depositor makes no other warranties, either express or implied, and hereby disclaims all implied warranties, including any warranties regarding merchantability or fitness for a particular purpose, and any warranty arising from a course of dealing, usage, or trade practice is solely responsible for its use of the Data Collection under this Agreement.

- 3.3 The Depositor hereby warrants and undertakes as follows:
- 3.3.1. that it is lawfully entitled to grant the rights contained in this Agreement to the Licensee and the exercise by the Licensee of the rights assigned to it under this Agreement will not infringe the rights of any third party;
 - 3.3.2. that the Data Collection does not contravene any laws, including but not limited to the law relating to defamation, or obscenity;
 - 3.3.3. that the Depositor is not under any obligation or restriction created by law, contract or otherwise which would in any manner or to any extent prevent or restrict the Depositor from entering into and fully performing this Agreement;
 - 3.3.4. to promptly notify the Licensee of any change of copyright ownership affecting the Data Collection;
 - 3.3.5. to promptly notify the Licensee of any confidentiality, privacy or data protection issues pertaining to the Data Collection.
- 3.4 The Depositor hereby indemnifies and will keep indemnified the Licensee and its employees and appointed agents against all damages, losses, claims, costs and expense for which they become legally liable to the extent that this shall arise out of any negligent act or omission or breach of this Agreement committed by or on behalf of the Depositor. This indemnity shall survive the termination of this Agreement for any reason.

4 The Licensee's Rights and Responsibilities

4.1. The Licensee shall not:

- 4.1.1. Provide or allow the access to the Data Collection to anyone who is not an Authorized User, archive the Data Collection at the Licensee, or upload or place it into a server so that it is accessible via public or private network, such as, but not limited to Internet.
- 4.1.2. Sell, rent, distribute, reproduce or commercially exploit the Depositor's Data Collection or any data obtained from it.
- 4.1.3. Transfer, assign, or sublicense this License Agreement.
- 4.1.4. Use the License Agreement for other Purposes or access the Data Collection in any other ways that the ones expressly authorized herein in this Agreement, including the current and known uses and ways and those uses and ways that may be developed in the future.

4.2. The Licensee shall:

- 4.2.1. use its best efforts to prevent unauthorised access, duplication or distribution of the Data Collection whilst it is in the Licensee's possession or under its control;
- 4.2.2. permit Authorized Users to access and use the Data Collection, or any part of it;
- 4.2.3. Inform users of their responsibility to observe copyright law and licensing terms and conditions.
- 4.2.5. notify the Depositor promptly in writing of any infringement or material breach of the provisions of this Agreement, or any violation of the Depositor intellectual property rights by a third party or and a Authorized User.
- 4.2.6. not be under any obligation to take legal action on behalf of the Depositor or other rights-holders in the event of breach of any intellectual property rights or any other right in the Data Collection deposited. For the avoidance of doubt the Licensee will promptly notify the Depositor of any such breach.

4.2.7. not be under any obligation to include the Data Collection or any part of it within the Licensee's Holdings and retain the right to remove all or any part of the Data Collection from the Licensee's Holdings.

4.3 While reasonable care will be taken to preserve the integrity of the Data Collection, the Licensee shall incur no liability, either express or implicit, for the Data Collection or for the loss of or damage to any of the Data Collection.

4.4 The copyright in any secondary material associated with the dataset developed by the Licensee to the Data Collection, and any search software, user guides, documentation and any other intellectual property rights that are prepared by the Licensee to assist users in using the Data Collection will belong to the Licensee and any other parties that the Licensee may choose to enter into an agreement with to produce such materials.

5. Fees

5.1.1. The Licensee shall paid for the use of the Data Collection accordingly to the terms of this Agreement, as follows:

5.1.1. The annual fee is the amount of €1.000.- (One thousand Euros) for the Term of this Agreement.

5.1.2. The same amount should be paid every year during contract's life.

6. Representations

Each party represents that:

(i) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization;

(ii) it has the power and authority to enter into and perform all of its obligations under this Agreement;

(iii) this Agreement has been signed by duly authorized representatives of the parties who are able to bind their respective companies.

7. Notices

All notice under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally or by first class post or by fax or by email and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting, if by fax when confirmation of transmission is received and if by email, when confirmation of receipt is received from the system of the recipient. If no reply is received to a notice under this Agreement, the consent of the recipient will be deemed to have been given after thirty (30) days have elapsed from the issue of that notice.

8. Terms and Termination

8.1 Unless otherwise terminated as specified in this article, the initial term of this Agreement will commence on the Effective Date and continue for a period of three years. The parties may extend the term by prior written agreement.

8.2. In addition, a party may terminate the Agreement by providing written notice to the other party upon the occurrence of any of the following events:

8.2.1. Uncured Breach: The other party has committed a material breach and the breach cannot be remedied or is not remedied within thirty (30) days of the party in breach being requested to do so by the other party and all obligations shall cease except where specified otherwise under this Agreement.

8.2.2. Violations: The other party has committed a material breach of the provisions of this Agreement relating to Intellectual Property.

- 8.3. Where there is no breach, either party may terminate this Agreement upon 30 days written notice. In this case no additional payment or compensation will proceed in favour of the other party.
- 8.4. Effect of Termination or Expiration: Upon termination or expiration of the Agreement for any reason:
- (i) Both parties will have to certify the proceeding or not of payment of the additional and potential fee established in the Article 5.1.2;
 - (ii) The License granted under this Agreement will terminate immediately;
 - (iii) The Licensee shall immediately cease accessing and using the Data Collection;
- 8.5 The following provisions of this Agreement will survive any expiration or termination of this Agreement:
- Article 1 (Definitions),
 - Article 2.2 (Reservation of Rights)
 - Article 8.4 (Effect of Termination),
 - Article 8.5 (Survival),
 - Article 9 (General)

9. General

- 9.1 This Agreement is binding on and will benefit the successors and assigns of the parties.
- 9.2 The Licensee will not assign, transfer or subcontract the Agreement or any rights under it without prior written consent of the Depositor.
- 9.3. This Agreement and the attached purchase order constitute the entire agreement between the parties. No variation will be effective unless agreed in writing by both Parties.
- 9.4 If any part of this Agreement is held unlawful or unenforceable that part shall be struck

out and the remainder of this Agreement shall remain in effect.

- 9.5 This Agreement does not create any partnership or joint venture between the parties.
- 9.6 No delay, neglect, or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of or prejudice of those rights.
- 9.7 The Licensee is solely responsible for compliance with all laws relating to Licensee's use of the Data Collection provided by the Depositor under this Agreement. The Licensee, however, is not liable for the misuse of the data collection by any individual.
- 9.9 Neither party has the right, without the prior written consent of the other party, to assign or transfer this Agreement, or any part of this Agreement. In the event of a change of control of Licensee, or if Licensee is merged with, is acquired by, or acquires another entity, or undergoes a reorganization or otherwise acquires the right to process the business of another entity, each such event will be deemed an assignment subject to this section, and Licensee shall make no expanded use of the Data Collection as a result of that event unless and until the Depositor provides its written consent. Any attempt to assign or transfer all or any part of this Agreement without first obtaining that written consent will be void and of no force or effect.
- 9.10 The Depositor and the Licensee shall be under no liability for any loss or for any failure to perform any obligation hereunder due to causes beyond their control, including but not limited to industrial disputes of whatever nature, Acts of God, hostilities, force majeure or any circumstances which they could not reasonably foresee and provide against.
- 9.11 This Agreement represents the complete agreement of the parties and supersedes all prior or contemporaneous agreements, proposals, understandings, representations, conditions, and communications (oral or written). Any other terms, conditions, supplements, modifications, or amendments to this Agreement will not be binding upon

either party unless expressly set forth in a writing signed by authorized representatives of both parties. In the event that Depositor requires Authorized Users to agree to terms relating to the use of the Data Collection before permitting Authorized Users to gain access to the Data Collection (commonly referred to as "click-through" licenses), or otherwise attempts to impose such terms on Authorized Users through mere use or viewing of the Data Collection, Depositor shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall such terms materially differ from the provisions of this Agreement. In the event of any conflict between such terms and this Agreement, the terms of this Agreement shall prevail.

- 9.12 This Agreement has been executed in the English and or Spanish language. Any version of this Agreement in any other language is solely for the convenience of the parties and will have no binding force or effect. Any notices given pursuant to this Agreement must be in English and or Spanish. In case of a dispute concerning the intent, obligations, or performance of the parties under this Agreement, this English and or Spanish language text alone must be used to resolve the dispute, and any proceedings or communications relating to such dispute must be in English and or Spanish.
- 9.13 The parties have to execute this Assignment in two copies of identical content, with one such copy remaining in the possession of the Licensee and the other in the possession of the Depositor.

(1) Printed name Mrs Marta Lagos Cruz Coke

Signed

Date

Position Executive Director

Institution Corporacion Latinobarometro

Address Orrego Luco 130
Providencia Santiago
Chile

Telephone 562 3344544

E-mail latibaro@rdc.cl

and

(2) Printed name Ann Okerson

Signed

Date

Position Associate University Librarian

Institution

Address Yale University Library
130 Wall Street
P.O. Box 208240
New Haven, CT 06520-8240, USA

Telephone +1 (203) 432-1764

E-mail ann.okerson@yale.edu

Annex A

End User Licence

This agreement is made between you and the service funders in order to provide you (the “End User”) with the right to use the collections provided via Yale University, according to the terms below.

In this agreement:

“Data team” means in relation to a particular data collection, the registrar, the relevant data service providers, and (to the extent that the Special Conditions and/or metadata specific to a particular data collection expressly provide) the service founders, data collection founders and/or original data creators or depositors.

“Data service provider” means the persons or organisations that directly provide you with the data collections (on behalf of the service founder). The data service provider for a particular data collection is identified in the Special Conditions and/or metadata applicable to that data collection;

“Service founder” means the persons or organisations that found the data service provider as defined above. The service founder for a particular data collection is identified in the Special Conditions and/or metadata applicable to that data collection;

“Data collection founder” means the persons or organisations that funded the collection and/or creation of the data collections. The data collection founder for a particular data collection is identified in the Special Conditions and/or metadata applicable to that data collection;

“Original data creator or depositor” means the persons or organisations that originally collected, created or deposited the materials making up the data collections and/or who own the intellectual property rights in the data collections. The original data creator or depositor for a particular data collection is identified in the Special Conditions and/or metadata applicable to that data collection;

“Institution” means the person or organisation who has subscribed for access to the service and with whom you are affiliated and to whom you are responsible for complying with relevant copyright terms and license agreements (in this case, Yale University).

“Special Conditions” means any further conditions applicable to the use of one or more data collections by an End User, as notified to the End User in accordance with paragraph 5 of the End User Licence.

“Metadata” means any additional or bibliographic information about one or more of the data collections, as notified to the End User from time to time. Metadata may be supplied by electronic means.

I (the “End User”) agree to the following conditions of use in consideration of the data collections being made available to me through the various contributions of each member of the Data Team:

1. To use the data collections only in accordance with this End User Licence and to notify promptly the registrar and the data service provider of any breach of its terms in writing or of any infringements of the data collections of which I become aware.
2. To use and to make personal copies of any part of the data collections only for the purposes of not-for-profit-research or teaching or personal educational development. To obtain permission prior to using part or all of the data collections for commercial purposes by contacting the

- registrar and/or relevant data service provider, where relevant, in order to obtain an appropriate licence from the rights holder(s) in question or their permitted licensee if one is available.
3. That this Licence does not operate to transfer any interest in intellectual property from the data collection founders, service founder(s), the data service providers, the original data creator, producers, depositors, copyright or other right holders to me. To take all steps necessary to give effect to this Clause (including by executing further written documentation).
 4. That the Licence and the data collections are provided by the Data Team on an “as is” basis and without warranty or liability of any kind. Any representations or warranties given by any member of the Data Team relating to this licence, expressed or implied, are excluded to the maximum extent permitted by law.
 5. To abide by any further conditions notified to me from time to time by the registrar or the relevant data service provider that may apply to the access to, or use of, specific materials within the data collections or particular data collections. Notice of further conditions under this paragraph may be given to me by electronic means, for example, by way of a pop-up window upon my ordering one or more data collections. My acceptance of the further conditions shall be required before I gain access to the data collections in question. In this Agreement such further conditions are referred to as Special Conditions.
 6. To give access any material derived from the data collections only to other Authorized Users who have accepted, if relevant, the Special Conditions necessary to access and use particular data collections (with the exception of data collections or material derived from data collections (supplied for the stated purpose of teaching or included in publications made for the purposes set out in paragraph 2).
 7. To preserve at all times the confidentiality of information pertaining to individuals and/or households in the data collections where the information is not in the public domain. Not to use the data to attempt to obtain or derive information relating specifically to an identifiable individual or household, nor to claim to have obtained or derived such information. In addition, to preserve the confidentiality of information about, or supplied by, organisations recorded in the data collections. This includes the use or attempt to use the data collections to compromise or otherwise infringe the confidentiality of individuals, households or organisations.
 8. To acknowledge, in any publication, whether printed, electronic or broadcast, based wholly or in part on the data collections, the original data creators, depositors or copyright holders, the service founders and the data service provider(s) in the form specified on the data distribution notes or in accompanying metadata received with the dataset or notified to me and without prejudice to paragraph 5 above to comply with any restrictions on my use of the data collections referred to or referenced therein or otherwise notified to me from time to time. To cite, in any publication, whether printed, electronic or broadcast, based wholly or in part on the data collections, the data collections used in the form specified on the data distribution notes or in accompanying metadata received with the dataset or notified to me.
 9. I understand that I am encouraged to supply the relevant data service provider with the bibliographic details of any published work based wholly or in part on the data collections.
 10. That the members of the Data Team may hold and process any personal data submitted by me for validation and statistical purposes, and for the purposes of the management of the service or for any other lawful purpose notified to me and to which I have consented under this Agreement in relation to a particular data collection. Distribution of any user information may be done only in the aggregate to (i) depositors and distributors of material contained in or accessed via the data service provider; (ii) copyright and other intellectual property rights owners whose material is held by the data service provider; as well as (iii) each member of the Data Team’s organisation and (iv) my own institution or organisation.
 11. I understand that I am encouraged to notify the data service provider of any errors discovered in the data collections.

12. That any personal data submitted by me is accurate to the best of my knowledge, and that any changes in that personal data, including my educational or employment status, will be made known to the registrar at the earliest possible opportunity.
13. I understand that I am encouraged at the conclusion of my research (or if earlier at any time at the request of a member of the Data Team), to offer for deposit in the data collection(s) on a suitable medium and at my own expense any new data collections which have been derived from the materials supplied or which have been created by the combination of the data supplied with other data. The deposit of the derived data collection(s) will include sufficient explanatory documentation to enable the new data collection(s) to be accessible to others.
14. I understand that breach of any of the provisions of this Agreement will lead to immediate termination of my access to all services provided by the Data Team either permanently or temporarily, at the discretion of a member of the Data Team, and may result in legal action being taken against me. I understand that where there is no breach of this Licence, it may be terminated, or its terms altered, by a member of the Data Team either after 30 days notice; or, if a service charge has been paid in advance, at the end of the period for which payment has been made, whichever is the longer. The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

DISCLAIMERS

To the extent that applicable law permits:

- a. The members of the Data Team bear no legal responsibility for the accuracy or comprehensiveness of the data supplied.
- b. The members of the Data Team accept no liability for, and I will not be entitled to claim against them in respect of, any direct, indirect, consequential or incidental damages or losses arising from use of the data collections, or from the unavailability of, or break in access to, the service, for whatever reason.
- c. Whilst steps have been taken to ensure all licences, authorisations and permissions required for the granting of this Licence have been obtained, this may not have been possible in all cases, and no warranties or assurance are given in this regard. To the extent that additional licences, authorisations and permissions are required to use the data collections in accordance with this Licence, it is the End User's responsibility to obtain them.
- d. I agree to indemnify and shall keep indemnified each member of the Data Team against any costs, actions, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising from or in connection with any third party claim made against any member of the Data Team relating to my use of the data collections or any other activities in relation to the data where such use is in breach of this licence.

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal for any reason, that provision will be severed and the remainder of the provisions of this Agreement will continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

This Agreement may be enforced separately in relation to each data collection provided to the End User by any member of the Data Team and the End User. No other persons may enforce this Agreement under the Contract.

This Agreement (which is the entire agreement between the parties and supersedes any previous agreement between them) may be varied in writing by agreement of the relevant service founders, the

registrar, and the End User (who may give its consent to such variations by electronic means). No consent from any other party is required to vary or rescind this Agreement.

This Agreement and any documents to be entered into pursuant to it shall be governed by and construed in accordance with the laws of the United States and the State of Connecticut and each Party irrevocably submits to the exclusive jurisdiction of the courts of United States over any claim or matter arising under or in connection with this Agreement and the documents entered into pursuant to it.