

EXHIBIT B

1. Authorized Users of Licensed Materials. The following persons and entities shall be considered authorized users of the Licensed Materials:

a. Persons Affiliated with the Custodians of NGDA. Full and part time students and employees (including faculty, staff, affiliated researchers and independent contractors) of any Custodians of the NGDA, regardless of the physical location of such persons.

b. Walk-ins. Patrons not affiliated with Custodians of the NGDA who are physically present at Custodian's site(s).

c. Library of Congress. Custodians of the NGDA may, upon request of the Library of Congress, deliver copies thereto. In such event, the copy of the collected content will become the physical property of the United States Government for the collections of the Library of Congress and will be subject to the laws and regulations governing the Library's collections. The collected content, which is a part of the Library's collection, may be made accessible to the Library's patrons on the Library's premises for preservation as part of the Library's regular preservation program. As with the other items in the Library's collections, the Library's ownership of these materials extends to the physical copy only; the Library will make no claim of ownership of any of the intellectual property rights in the collected content.

d. Future Access to General Public who agree to the terms of this License. Although the current scope of the NGDA is to create a preservation environment, one future goal of the NGDA is to provide access to the content to the General Public who agree to abide by the terms of this License. In such event, Content Provider agrees to allow future access to members of the General Public who agree to the terms of this License.

2. Authorized Uses of Licensed Materials. Authorized Users may make use of the Licensed Materials in any manner consistent with the United States and international law including, but not limited to, any fair use exceptions set forth in copyright law. Nothing in this Agreement is intended to limit in any way whatsoever the NGDA or any Authorized User's rights United States or international law to use the Licensed Materials.

The Licensed Materials may be used any research, education or other non-commercial purpose including, but not limited to:

a. Multiple Archival/Backup Copies. Multiple ephemeral copies of the entire set of Licensed Materials may be maintained as a backup or archival copy. Custodians of the NGDA have the right to electronically store, translate, copy, or re-arrange the data in order to preserve it.

b. Digitally Copy. Custodians of the NGDA and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials.

c. Print Copy. Custodians of the NGDA and Authorized Users may print a reasonable portion of the Licensed Materials.

- d. Recover Copying Costs. Custodians of the NGDA may charge a fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.
- e. Course Packs. Custodians of the NGDA and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.
- f. Electronic Reserve. Custodians of the NGDA and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by Licensee and/or its parent institution.
- g. Databases. If the Licensed Materials are a database, compilation, or collection of information, Custodians of the NGDA and Authorized Users shall be permitted to extract or use information contained in the database 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.
- h. Caching. Custodians of the NGDA and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
- i. Indices & Catalog. Custodians of the NGDA may use the Licensed Materials in connection with the preparation of or access to integrated indices to the Licensed Materials, including author, article, abstract and keyword indices. In addition, Custodians of the NGDA have the right to incorporate metadata into a publicly accessible catalog.
- j. Scholarly Sharing. Authorized Users may transmit to a third party colleague 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 re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.
- k. Interlibrary Loan. Custodians of the NGDA may fulfill 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 clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

3. Management of Licensed Material by Custodians.

- a. Inclusion of Licensed Materials within NDGA, or any individual Custodian repository, may be discontinued at any time at the discretion of the Custodian.
- b. Custodians will use reasonable practices and standards for the long-term preservation of the materials.

c. Custodians will take the same measures to prevent unauthorized access to the Licensed Materials as it does for its own Materials of a similar nature.

d. Any Custodian storing Licensed Materials in its repositories will notify Content Providers of a security breach within a reasonable period of time from when it becomes aware of such breach.

e. Custodians will reasonably permit Authorized Users access to the content, although Custodians are not in breach of this Agreement for downtime related to periodic maintenance and unanticipated hosting difficulties, provided that downtime does not exceed 100 hours a month.

f. Custodians will make reasonable efforts to notify Authorized Users of terms of use, including all restrictions on use.

g. Custodians will credit the copyright holder according to common custom for the media provided.

h. Custodians other than STANFORD that place Licensed Materials in their repositories will provide notice to Content Provider identifying the repository(ies) in which they are being archived.

Any discussion of initial “dark archiving” period limitations? Is this a completely separate arrangement with the custodian? Does the NGDA agreement not take hold until the material becomes an open body. This may prevent a professor from using it as a warehouse.