



VANDERBILT UNIVERSITY

**Vanderbilt's LAPOP (Latin American Public Opinion Project)  
Licensing Agreement for Institutional Data Repository Purchase  
of AmericasBarometer Data Sets**

**Name of Purchasing Institution:** University of California, San Diego

**Content Description**

The AmericasBarometer data sets 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.

**Purchase Details**

As a Purchaser, any data set(s) purchased become permanent property of the purchasing institution.

**Cost of Data Sets**

Data sets are purchased individually for \$250 per set. Vanderbilt will provide data either electronically via a secure internet download or via CDs/DVDs that will be expressed to Purchaser, in SPSS and STATA formats.

**Authorized Users, Purchasing Institution and Authentication**

The "Data Repository Institution" is the institution that purchases the data sets from Vanderbilt and pays for the set(s).

**Permitted Uses by Purchasing Institution**

- Print, download, and digitally copy Repository Data Set(s)
- Extract or use information contained in the database for educational, scientific, or research purposes, such as extraction, manipulation and recombination of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
- Use a reasonable portion of the Repository Data Set(s) in connection with specific courses of instruction offered by their institution, including use for electronic reserves.
- Use a reasonable portion of the Repository Data Set(s) in the preparation of course packs or other educational materials.
- Provide access to Repository Data Set(s) via Institution's Web pages, catalogs, and course management systems.
- Nothing in this agreement shall limit the Purchasing Institution's rights consistent with U.S. copyright law.
- Make such local digital copies of the Repository Data Set(s) as are necessary to ensure efficient use by Purchasing Institution by appropriate browser or other software.
- Purchasing Institution may mount the data sets purchased under this agreement on its protected local network, accessible only by affiliated faculty, students and staff.
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**Prohibited Uses**

- Purchasing Institution may not transmit any portion of the Repository Data Set(s) to a third party, in hard copy or electronically, except as allowed in the permitted uses section of this license.
- Purchasing Institution may not fulfill requests from other institutions, a practice commonly called Interlibrary Loan, or individuals. The Purchaser may not distribute the data to any third party.
- No commercial use of the Repository Data Set(s) is permitted.

### Human Subjects Protection Clause

- 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. Furthermore, the data being distributed are "deidentified," such that users of the survey data should not be able to identify any individual who responded to the surveys. All U.S. institutions and users who purchase data from LAPOP are expected to do so in complete conformity with applicable Federal human subjects protection rules. Other users should respect the principles of these U.S. regulations in every respect.

### Licensor Responsibilities

The Licensor shall:

- Make the Repository Data Set(s) available to the Purchasing Institution upon receiving signed license AND payment.
- Other than making the data available in SPSS and/or STATA format in a timely fashion, the Licensor provides no other performance warranties;
- Notify Purchasing Institution of any substantive changes to the Repository Data Set(s), including changes to the method of access and/or the addition, deletion, or alteration of content.

### Limited Warranty; Disclaimers; Limitations of Liability.

Limited Warranty. EXCEPT AS STATED IN THIS SECTION THE REPOSITORY DATA SET(S) ARE PROVIDED "AS IS" AND WITHOUT WARRANTY. Vanderbilt warrants that it has the authority to grant the license contained in this Agreement. These warranties shall remain in effect provided: (i) Purchasing Institution has not altered or improperly used the data; (ii) Purchasing Institution has complied with all configuration requirements; and (iii) Purchasing Institution is not in breach of any provision of this Agreement.

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Assignment. Purchasing Institution shall not assign or transfer this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Vanderbilt. Vanderbilt may assign its rights or obligations hereunder without the consent of or notice to Purchasing Institution. This Agreement shall inure to the benefit of and bind successors and permitted assigns of Vanderbilt and Purchasing Institution.

Notices. All notices required or permitted relating to a claim or breach of this Agreement shall be in writing and sent to: (i) if to the Purchasing Institution: the address provided by Purchasing Institution when ordering the Repository Data Set(s); and (ii) if to Vanderbilt: Office of Technology Transfer and Enterprise Development, Vanderbilt University, 1207 17<sup>th</sup> Avenue South, Suite 106, Nashville, Tennessee 37212 with a copy to: Vanderbilt University, Counsel's Office and University Counsel, 2100 West End Ave. Suite 750, Nashville, Tennessee 37203. Either party may substitute their address from time to time by written notice to the other and shall be deemed validly given upon receipt of such notice given by certified mail, postage prepaid, or personal or courier delivery. All Limited Support or other notices relating to the usage of the REPOSITORY DATA SET(S) will be provided by Vanderbilt via either telephone or e-mail.

Governing Law; Severability. This Agreement and performance hereunder shall be governed and construed in accordance with the laws of the U.S. and of the State of California, without giving effect to provisions thereof regarding conflict of laws. All agreements,

clauses and covenants contained herein are severable, and in the event any of them shall be held to be unconstitutional, invalid, illegal, or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid, illegal or unenforceable agreements, clauses or covenants were not contained herein.

**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.

**Import/Export Restrictions.** Purchasing Institution shall comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and shall not export or re-export the REPOSITORY DATA SET(S) in violation of any such restrictions, laws or regulations, or without all necessary approvals.

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**Indicate which Data Set(s) you are applying for below (at \$250/data set):**

- |  |  |  |  |                               |
|--|--|--|--|-------------------------------|
| Albania (1)                              | <input type="checkbox"/> 2004            | <input checked="" type="checkbox"/> 1986 | Guatemala (10)                           | <input type="checkbox"/> 1979 |
| <input type="checkbox"/> 2005            | <input checked="" type="checkbox"/> 2005 | <input checked="" type="checkbox"/> 2001 | <input checked="" type="checkbox"/> 1992 |                               |
|  | <input type="checkbox"/> 2006            | <input checked="" type="checkbox"/> 2002 | <input checked="" type="checkbox"/> 1993 |                               |
| Argentina (1)                            |  | <input type="checkbox"/> 2004            | <input checked="" type="checkbox"/> 1995 |                               |
| <input type="checkbox"/> 2008            | <i>Colombia continued</i>                | <input type="checkbox"/> 2006            | <input checked="" type="checkbox"/> 1997 |                               |
|  | <input checked="" type="checkbox"/> 2007 | <input type="checkbox"/> 2008            | <input checked="" type="checkbox"/> 1998 |                               |
| Belize (1)                               | <input type="checkbox"/> 2008            |  | <input checked="" type="checkbox"/> 1999 |                               |
| <input type="checkbox"/> 2008            |  |  | <input checked="" type="checkbox"/> 2001 |                               |
|  | Costa Rica (14)                          |  | <input type="checkbox"/> 2004            |                               |
| Bolivia (7)                              | <input checked="" type="checkbox"/> 1973 |  | <input type="checkbox"/> 2006            |                               |
| <input checked="" type="checkbox"/> 1998 | <input checked="" type="checkbox"/> 1976 |  | <input type="checkbox"/> 2008            |                               |
| <input checked="" type="checkbox"/> 2000 | <input checked="" type="checkbox"/> 1978 |  |  |                               |
| <input checked="" type="checkbox"/> 2002 | <input checked="" type="checkbox"/> 1980 |  | Guyana (2)                               |                               |
| <input checked="" type="checkbox"/> 2003 | <input checked="" type="checkbox"/> 1983 |  | <input type="checkbox"/> 2006            |                               |
| <input type="checkbox"/> 2004            | <input checked="" type="checkbox"/> 1985 |  | <input type="checkbox"/> 2008/09         |                               |
| <input type="checkbox"/> 2006            | <input checked="" type="checkbox"/> 1987 |  |  |                               |
| <input type="checkbox"/> 2008            | <input checked="" type="checkbox"/> 1990 |  | Haiti (2)                                |                               |
|  | <input checked="" type="checkbox"/> 1995 |  | <input type="checkbox"/> 2006            |                               |
| Brazil (2)                               | <input checked="" type="checkbox"/> 1999 |  | <input type="checkbox"/> 2008            |                               |
| <input type="checkbox"/> 2006/07         | <input checked="" type="checkbox"/> 2002 |  |  |                               |
| <input type="checkbox"/> 2008            | <input type="checkbox"/> 2004            |  | Honduras (7)                             |                               |
|  | <input type="checkbox"/> 2006            |  | <input checked="" type="checkbox"/> 1983 |                               |
| Canada (2)                               | <input type="checkbox"/> 2008            |  | <input checked="" type="checkbox"/> 1985 |                               |
| <input type="checkbox"/> 2006            |  |  | <input checked="" type="checkbox"/> 1991 |                               |
| <input type="checkbox"/> 2008            |  |  | <input checked="" type="checkbox"/> 2001 |                               |
|  | Dominican Republic (3)                   |  | <input type="checkbox"/> 2004            |                               |
| Chile (2)                                | <input type="checkbox"/> 2004            |  | <input type="checkbox"/> 2006            |                               |
| <input type="checkbox"/> 2006            | <input type="checkbox"/> 2006            |  | <input type="checkbox"/> 2008            |                               |
| <input type="checkbox"/> 2008            | <input type="checkbox"/> 2008            |  |  |                               |
|  | Ecuador (6)                              |  | Israel (1)                               |                               |
| Colombia (6)                             |  |  |  |                               |
| <input checked="" type="checkbox"/> 2001 |  |  |  |                               |

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|--|--|
| Jamaica (2)                              | Nicaragua (10)                           |
| <input type="checkbox"/> 2006            | <input checked="" type="checkbox"/> 1989 |
| <input type="checkbox"/> 2008            | <input checked="" type="checkbox"/> 1991 |
|  | <input checked="" type="checkbox"/> 1995 |
| Panama (4)                               | <input checked="" type="checkbox"/> 1996 |
| <input checked="" type="checkbox"/> 1991 | <input checked="" type="checkbox"/> 1997 |
| <input type="checkbox"/> 2004            | <input checked="" type="checkbox"/> 1998 |
| <input type="checkbox"/> 2006            | <input checked="" type="checkbox"/> 1999 |
| <input type="checkbox"/> 2008            | <input type="checkbox"/> 2004            |
|  | <input type="checkbox"/> 2006            |
| Paraguay (4)                             | <input type="checkbox"/> 2008            |
| <input checked="" type="checkbox"/> 1996 | El Salvador (7)                          |
| <input checked="" type="checkbox"/> 1998 | <input checked="" type="checkbox"/> 1991 |
| <input type="checkbox"/> 2006            | <input checked="" type="checkbox"/> 1993 |
| <input type="checkbox"/> 2008            | <input checked="" type="checkbox"/> 1995 |
|  | <input checked="" type="checkbox"/> 1999 |
| Peru (5)                                 | <input type="checkbox"/> 2004            |
| <input checked="" type="checkbox"/> 1996 | <input type="checkbox"/> 2006            |
| <input checked="" type="checkbox"/> 1997 | <input type="checkbox"/> 2008            |
| <input checked="" type="checkbox"/> 1998 |  |
| <input type="checkbox"/> 2006            |  |
| <input type="checkbox"/> 2008            |  |
|  | United States (2)                        |
| Madagascar (1)                           | <input type="checkbox"/> 2006            |
| <input type="checkbox"/> 2005            | <input type="checkbox"/> 2008            |
|  |  |
| Mexico (5)                               | Uruguay (2)                              |
| <input checked="" type="checkbox"/> 1978 | <input type="checkbox"/> 2006/07         |
| <input checked="" type="checkbox"/> 1979 | <input type="checkbox"/> 2008            |
| <input type="checkbox"/> 2004            |  |
| <input type="checkbox"/> 2006            | Venezuela (3)                            |
| <input type="checkbox"/> 2008            | <input checked="" type="checkbox"/> 1995 |
|  | <input type="checkbox"/> 2006/07         |
|  | <input type="checkbox"/> 2008            |

Total number of data sets: 52

Vanderbilt University:

Signature: [Signature]  
for  
Mitchell A. Seligson

Director, Latin American Public Opinion Project

Date Signed: 8-4-10

Purchasing Institution:

Signature: [Signature]

Printed Name: \_\_\_\_\_

Institution: UNIVERSITY OF CALIFORNIA, SAN DIEGO

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Date Signed: 7/30/2010

Version Date 5/13/2010