



VANDERBILT UNIVERSITY

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

Name of Individual Purchaser: _____

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 individual.

Cost of Data Sets / Delivery 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. Sets are available for \$300 if ASCII files are also desired.

Authorized Users, Purchasing Institution and Authentication

The "Purchaser" is the individual that purchases the data sets from Vanderbilt and pays for the set(s).

Permitted Uses by Purchasing Individual

- Print, download, and digitally copy Purchased 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.
- Nothing in this agreement shall limit the Purchasing Individual's rights consistent with U.S. copyright law.

Prohibited Uses

- Purchasing Individual may not transmit any portion of the Purchased Data Set(s) to a third party, in hard copy or electronically.
- Purchasing Individual 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 Purchased 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 Purchased Data Set(s) available to the Purchasing Individual 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 Individual of any substantive changes to the Purchased 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 PURCHASED 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 Individual has not altered or improperly used the data; (ii) Purchasing Individual has complied with all configuration requirements; and (iii) Purchasing Individual is not in breach of any provision of this Agreement.

Disclaimer. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS. VANDERBILT DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PURCHASED DATA SET(S) AND SUPPORT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER VANDERBILT KNEW OR HAD REASON TO KNOW OF PURCHASING INDIVIDUAL'S PARTICULAR NEEDS. NO EMPLOYEE, AGENT, DEALER OR DISTRIBUTOR OF VANDERBILT IS AUTHORIZED TO MODIFY THE LIMITED WARRANTY, OR TO MAKE ANY ADDITIONAL WARRANTIES. SOME COUNTRIES AND STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY. THIS WARRANTY GIVES PURCHASING INDIVIDUAL SPECIFIC LEGAL RIGHTS, AND PURCHASING INDIVIDUAL MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY OR STATE TO STATE.

Limitation of Liability. Vanderbilt's entire liability and Purchasing Individual's exclusive remedy for a breach of this Agreement, except for a breach of the Limited Warranty set forth above, shall be termination of this Agreement. Vanderbilt shall have no liability for consequential, exemplary, indirect, special or incidental damages whether based on contract, tort or any other legal theory, arising out of or related to this Agreement or the inability to use the PURCHASED DATA SET(S) or Limited Support, nor shall Vanderbilt be liable for any loss of data or lost profits of Purchasing Individual, even if Vanderbilt is apprised of the likelihood of such damages occurring. Vanderbilt's total liability under this Agreement for any reason shall not exceed the amount of the purchasing payment made under this Agreement. Purchasing Individual acknowledges and agrees that licensing the PURCHASED DATA SET(S) for the Fees under this Agreement reflects the allocation of risks expressed by (but not limited to) the above limitations of liability. Modification of such allocation would affect the Fees charged by Vanderbilt, and in consideration of Vanderbilt charging the Fees, the Purchasing Individual agrees to such allocation of risks. SOME COUNTRIES OR STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

Assignment. Purchasing Individual 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 Individual. This Agreement shall inure to the benefit of and bind successors and permitted assigns of Vanderbilt and Purchasing Individual.

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 Individual: the address provided by Purchasing Individual when ordering the Purchased Data Set(s); and (ii) if to Vanderbilt: Office of Technology Transfer and Enterprise Development, Vanderbilt University, 1207 17th Avenue South, Suite 105, 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 PURCHASED 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 Tennessee, 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 Individual 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 PURCHASED DATA SET(S) in violation of any such restrictions, laws or regulations, or without all necessary approvals.

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

NOTE: "Archives" are sets prior to 2004 and those not part of the AmericasBarometer series.

Albania (1)

☐ 2005 archive

Argentina (2)

☐ 2008
☐ 2010

Belize (2)

☐ 2008
☐ 2010

Bolivia (8)

☐ 1998 archive
☐ 2000 archive
☐ 2002 archive
☐ 2003 archive
☐ 2004
☐ 2006
☐ 2008
☐ 2010

Brazil (3)

☐ 2006/07
☐ 2008
☐ 2010

Canada (3)

☐ 2006
☐ 2008
☐ 2010

Chile (3)

☐ 2006
☐ 2008
☐ 2010

Colombia (8)

☐ 2001 archive
☐ 2004
☐ 2005
☐ 2006
☐ 2007
☐ 2008
☐ 2009
☐ 2010

Costa Rica (15)

☐ 1973 archive
☐ 1976 archive
☐ 1978 archive
☐ 1980 archive
☐ 1983 archive
☐ 1985 archive
☐ 1987 archive
☐ 1990 archive
☐ 1995 archive
☐ 1999 archive
☐ 2002 archive
☐ 2004
☐ 2006
☐ 2008
☐ 2010

Dominican Republic (4)

☐ 2004
☐ 2006
☐ 2008
☐ 2010

Ecuador (7)

☐ 1986 archive
☐ 2001 archive
☐ 2002 archive
☐ 2004
☐ 2006
☐ 2008
☐ 2010

Guatemala (11)

☐ 1992 archive
☐ 1993 archive
☐ 1995 archive
☐ 1997 archive
☐ 1998 archive
☐ 1999 archive
☐ 2001 archive
☐ 2004
☐ 2006
☐ 2008
☐ 2010

Guyana (3)

☐ 2006
☐ 2008/09
☐ 2010

Haiti (3)

☐ 2006
☐ 2008
☐ 2010

Honduras (8)

☐ 1983 archive
☐ 1985 archive
☐ 1991 archive
☐ 2001 archive
☐ 2004
☐ 2006
☐ 2008
☐ 2010

Israel (1)

☐ 1979 archive

Jamaica (3)

☐ 2006
☐ 2008
☐ 2010

Madagascar (1)

☐ 2005 archive

Mexico (6)

☐ 1978 archive
☐ 1979 archive
☐ 2004
☐ 2006
☐ 2008
☐ 2010

Nicaragua (11)

☐ 1989 archive
☐ 1991 archive
☐ 1995 archive
☐ 1996 archive
☐ 1997 archive
☐ 1998 archive
☐ 1999 archive
☐ 2004
☐ 2006
☐ 2008
☐ 2010

Panama (5)

☐ 1991 archive
☐ 2004
☐ 2006
☐ 2008
☐ 2010

Paraguay (5)

☐ 1996 archive
☐ 1998 archive
☐ 2006
☐ 2008
☐ 2010

Peru (6)

☐ 1996 archive
☐ 1997 archive
☐ 1998 archive
☐ 2006
☐ 2008
☐ 2010

El Salvador (8)

☐ 1991 archive
☐ 1993 archive
☐ 1995 archive
☐ 1999 archive
☐ 2004
☐ 2006
☐ 2008
☐ 2010

Suriname (1)

☐ 2010

Trinidad & Tobago (1)

☐ 2010

United States (3)

☐ 2006
☐ 2008
☐ 2010

Uruguay (3)

☐ 2006/07
☐ 2008
☐ 2010

Venezuela (4)

☐ 1995 archive
☐ 2006/07
☐ 2008
☐ 2010

Total number of data sets: _____

Vanderbilt University:

Signature: _____

Mitchell A. Seligson

Director, Latin American Public Opinion Project

Date Signed: _____

Purchasing Individual:

Signature: _____

Printed Name: _____

Street Address: _____

Email: _____

Phone Number: _____

Date Signed: _____