The **ADL Global Gazetteer** is an Internet ready placename database with 4.2 million records (as of December, 2000), each represented according to a published Gazetteer Content Standard and categorized according to a published Feature Type Thesaurus. The intent of the gazetteer service is to provide the Internet community with access to a global gazetteer in an open environment for further content enrichment, information exchange and service development. Our goals include support for the creation of specialized and distributed gazetteers and standard protocols for the distributed search and exchange of gazetteer information and services.

All of the ADL gazetteer entries are georeferenced. Most of these are point locations; some are bounding boxes. We are in the process of adding polygonal footprints for administrative areas. The structure supports the exploitation of the implicit spatial relationships among entries as well as explicitly stated relationships.

This version of the Gazetteer is based on the **ADL Gazetteer Content Standard**. Currently it contains: data from the NIMA Gazetteer, bounding boxes for countries and U.S. counties and U.S. topographic map quadrangles, volcanoes center points, earthquake epicenters, and data from the U.S. Geological Survey’s GNIS. For the full description, see the ADL Gazetteer Collection metadata on our web pages.

The ADL gazetteer is based on a "metadata model" rather than a "thesaurus model." The metadata model has the advantages of (1) supporting the exchange of gazetteer data among gazetteer databases and (2) flexibility in the representation of gazetteer data, including the historical dimensions of names and footprints and the relationships among places (3) allows for the merging of data from various sources for one place.

Access to the ADL Gazetteer is provided through two interfaces: the California Digital Library/ADL client; and the Gazetteer Server. Both of these are accessible from the ADL homepage.

Current development will be supported by a collaborative agreement with ESRI and the National Geographic Society and funded through licensing agreements with commercial customers. We are open to commercial and institutional affiliations where participants will help guide the further advancement of gazetteers and related services. See draft temple for a Memorandum of Understanding below.

The University has an active geospatial research and teaching program with several centers and digital library initiatives, one of which is the Alexandria Digital Library (ADL). Supplementing University support are funds from the National Science Foundation and others for these activities.

For more information about the ADL Global Gazetteer please see our web pages at [http://www.alexandria.ucsb.edu](http://www.alexandria.ucsb.edu) or contact Linda Hill at 805-893-8587 / [hill@alexandria.ucsb.edu](mailto:hill@alexandria.ucsb.edu) or Larry Carver at 805-893-4433 / [carver@library.ucsb.edu](mailto:carver@library.ucsb.edu).
Draft Template for a Memorandum of Understanding (12/18/00)

This Memorandum of Understanding ("MOU"), is entered into effective this Day of Month, Year ("Effective Date"), by and between the Regents of the University of California, on behalf of its Santa Barbara campus, a state of California Constitutional corporation, with principal offices at Santa Barbara, California 93106 (hereinafter referred to as "University") and ____________, (hereinafter referred to as "Licensee").

WHEREAS Licensee has joined with UCSB as a associate to establish an open, gazetteer database that, once developed, could be continuously offered and available to all, at no charge or fee, for the purposes of accessing and using such services.

WHEREAS, as part of its mission as a premier research university, the University seeks to assure that the general public benefits from the results of research conducted at the University through appropriate transfers of University-owned technology to appropriate companies;

WHEREAS, University is sole owner of the Alexandria Digital Library ("ADL"), which consists of, among other things, a gazetteer service;

WHEREAS, Licensee desires to use the ADL Gazetteer service or database for the following purposes: __________________________;

WHEREAS, to assure the public benefits from the research conducted at the University, for the consideration provided herein, and in accordance with the terms of this Agreement, the University desires to grant a license to Licensee for the purposes set forth above;

NOW, THEREFORE, for the consideration provided herein, the parties agree as follows:

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:

   A. "ADL Gazetteer" shall mean the combination of the "ADL Gazetteer Database," in whole or in part, and the "ADL Gazetteer Services," which includes the web-based service we refer to as the "ADL Gazetteer Server."

   B. "ADL Gazetteer Server" shall mean and refer to ADL’s available software for obtaining gazetteer information through ADL’s Gazetteer website server.

   C. "ADL Gazetteer Database" shall mean the content and structure of the ADL gazetteer database.

   D. "ADL Gazetteer Services" shall mean gazetteer services offered by UCSB based on the ADL Gazetteer Database, including the "ADL Gazetteer Server" and other interfaces to support remote Internet applications.

2. **Benefits to Licensee.** During the Term of this Agreement:

   A. **[If affiliate insert the following]** Licensee shall receive a license as set forth in section 3, below, to the Gazetteer Server and all enhancements thereto developed by University during the term of this Agreement during its basic research activities. Licensee shall also be invited to participate as a member of the UCSB Center for Global Referencing Research ("Center"), and shall be given the opportunity to participate in research and development activities at the Center.

   B. **[If licensing the Service, insert the following]** Licensee shall have a license pursuant to Section 3, below, to embed the Service in their public or internal services for the compensation provided in this Agreement. If Licensee desires customized improvements to the Service, such improvements shall be provided by University provided that Licensee compensates University on a time and materials basis, pursuant to a separate written agreement. University shall use reasonable efforts to complete improvements in a timely
manner; however, Licensee acknowledges and agrees that, as a public research institution, research activities must be given priority over such customized improvements. University shall own all rights to such Improvements. Licensee shall also receive a license as set forth in Section 3, below, to all enhancements in the ADL gazetteer developed by University during the term of this Agreement during its basic research activities.

C. [If licensing the Data, insert the following: Licensee shall receive a license pursuant to Section 3, below, to the Gazetteer Database in the version that exists at the execution of this Agreement. If Licensee so desires, a subscription to the Gazetteer Database may also be purchased, which will provide Licensee with updates to content of the Gazetteer Database for an annual fee of ___________.]

D. In order for the University to further the research development of the ADL Gazetteer, the Licensee shall inform the University of any problems discovered in the services provided or the data provided hereunder.

3. Grant of License. For the term of this Agreement and for the consideration provided herein, University hereby grants Licensee the following licenses:

A. Subject to Section 5(B), University hereby grants Licensee a non-exclusive, royalty-free, worldwide license under all of its copyright and trademark rights in the [insert defined term provided to licensee in Section 2] ___________ to use, execute, transmit, display publicly, and perform publicly the licensed data or services, but not a license to prepare derivative works thereon.

B. University grants Licensee a royalty-free, worldwide license under all of its copyright and trademark rights to link to and utilize the Gazetteer Service (which shall include the right to link to the Gazetteer browser and/or appropriate application programming interfaces) in order to provide access to and allow use of the Gazetteer Service as well as the data contained as part of the Gazetteer Server for no charge, and to sub-license this right to others.

C. All licenses and other rights granted hereunder shall expire upon the termination or expiration of this Agreement.

D. Copyright Notice. Licensee shall assure that appropriate copyright notices, in a form agreeable to University, are displayed each time the Service is first activated on the open screen or in an about or credit box.

4. Credit to University. Licensee shall credit University as the developer and owner of the Gazetteer Service in mutually agreeable language in mutually agreeable locations.

5. Compensation to University. In exchange for the above licenses and services, Licensee agrees to provide the following annual compensation to the University:

(set forth amount of annual fees, data, services or other compensation)

6. Payment. The parties will include payment terms and conditions in the final Agreement. Checks will be made payable to The Regents of the University of California, will reference Agreement No. ___________, and will be sent to:

Accounting and Financial Services
University of California, Santa Barbara
Santa Barbara, CA 93106
ATTENTION: -__________

7. Publication. University will have the right, at its discretion, to release information or to publish any material resulting from its performance hereunder. Neither party will use the name or trademark of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party.
8. **Term of Agreement.** The term of this Agreement shall commence upon the Effective Date, and shall run continuously for a period of one (1) year. Thereafter, the term may be extended by mutual agreement for additional one year terms, through a written amendment signed by the authorized representatives of both Parties, upon mutual agreement of a scope of work and compensation.

9. **Warranties and Indemnifications.**

   A. Licensee acknowledges and agrees that the ADL Gazetteer shall be provided “as is,” and, as such, the University MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The University will not be liable to Licensee for any loss, claim or demand made by Licensee, or made against by any other party, due to or arising from the use of the ____________ by Licensee.

   B. **University Indemnification.** University shall defend, indemnify, and hold Organization, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

   C. **Indemnification.** Licensee shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Licensee, its officers, agents, or employees.

   D. This Agreement does not:

      1. Express or imply a warranty or representation as to the validity or scope of any of the Regent's intellectual property rights;
      2. Express or imply a warranty or representation that anything made, used, sold, offered for sale or imported or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of the intellectual property rights of third parties;
      3. Obligate the Regents to bring or prosecute actions or suits against third parties for intellectual property infringement;
      4. Confer by implication, estoppel or otherwise any license or rights under any intellectual property rights of the Regents other than the rights as expressly defined in Section 5 of this Agreement; or
      5. Obligate the Regents to furnish any know-how except for such know-how the University expressly agrees to provide through this Agreement.

10. **Termination.** Either University or Licensee may terminate this Agreement by giving sixty (60) days written notice to the other. In the event such termination, the funds provided hereunder shall be non-refundable.
11. **Notice.** Whenever any notice is to be given hereunder, it will be in writing and sent to the following address:

   For University:
   Sherylle Mills Englander
   Director, Sponsored Projects
   Office of Research
   3227 Cheadle Hall
   University of California
   Santa Barbara, CA  93106

   For Licensee:

12. **Excusable Delays.** University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

13. **Assignment.** Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates. Such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

14. **Applicable Law.** The laws of the State of California, United States of America will govern this Agreement.

15. **Amendments/Entire Agreement.** This document constitutes the entire agreement between parties, and may be modified or amended only by written agreement signed by both parties.

**ACCEPTED AND AGREED:**

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