

MEMORANDUM OF UNDERSTANDING

THESAURUS LINGVAE GRAECAE® (TLG®)

AND

UNIVERSITY OF CALIFORNIA, SAN DIEGO LIBRARY

Thesaurus Linguae Graecae®, hereinafter called TLG, and the University of California, San Diego hereinafter called UCSD, are both units of the University of California, acting on behalf of the Regents of the University of California, and are entering into an agreement so that electronic information published by the TLG® will be made available to UCSD LIBRARY for non-commercial scholarly use.

1. Purpose

This Memorandum of Understanding (MOU) serves as a written understanding that both parties have agreed that UCSD LIBRARY may make use of the electronic information created by the TLG according to the following guidelines.

2. Content of the Electronic Materials

The materials that are the subject of this MOU shall consist of electronic information published by the TLG. These materials were created at substantial cost by the TLG and intended for non-commercial scholarly use by universities and scholars.

3. Intellectual Property Ownership

UCSD LIBRARY acknowledges that the copyright and title to the Materials and any trademarks and service marks relating thereto remain with TLG and The Regents. Neither UCSD LIBRARY nor its Authorized Users shall have any right, title or interest in the Materials except as expressly set forth in this Agreement.

4. Subscription Fee and Grant of Use Rights

UCSD LIBRARY shall pay to TLG a subscription fee of [Text deleted]. In exchange, TLG hereby grants to UCSD LIBRARY the right to make permitted use of the Materials and to provide the Materials to Authorized Users in accordance with the terms of this Agreement.

5. Delivery and Access of Materials

The Materials will be stored at one or more TLG locations in digital form accessible by telecommunications links between such locations and authorized locations at UCSD LIBRARY.

6. Upgrades

During the term of this MOU, TLG may provide upgrades, either adding materials or making other enhancements at no additional cost to UCSD LIBRARY.

## 7. Authorized Use of Materials

“Authorized Users” are UCSD LIBRARY full and part-time employees (including faculty, researchers, and staff), students of UCSD LIBRARY, and patrons not affiliated with UCSD LIBRARY who are physically present at UCSD LIBRARY’s sites and have UCSD LIBRARY’s permission to use its resources.

UCSD LIBRARY and its Authorized Users shall be identified and authenticated by the use of Internet Protocol (“IP”) addresses provided by UCSD LIBRARY to TLG. UCSD LIBRARY and its Authorized Users will make use of the Materials as is consistent with the Fair Use Provision of United States copyright laws. UCSD LIBRARY may provide electronic links to the Materials from UCSD LIBRARY ’s web page (s). UCSD LIBRARY agrees to make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by TLG.

UCSD LIBRARY may not use or permit the use of TLG materials by any form of remote or telecommunications access other than that provided by the TLG and its own servers. Subject to the terms of this MOU, UCSD LIBRARY and its Authorized Users shall have unlimited online access to the Licensed Materials through the TLG owned and operated servers.

## 8. Permitted Uses

UCSD LIBRARY is entitled to non-exclusive use of the Materials covered by this MOU subject to the following limitations, and the rights of UCSD LIBRARY are only those set forth, TLG and reserving to themselves all other rights of every kind:

“Permitted use” shall include all processing, investigation, and analysis of Materials, provided such processing is not undertaken for purposes of producing a commercially published document which includes extensive portions of the Materials or which reproduces all or part of the Materials in a form differing from the original form primarily as a result of mechanical, electronic, or other manipulation. Examples of permitted use are the following: searches for words and phrases; statistical analysis; the production of indices and concordances when such indices and concordances are intended for use as intermediate tools by the scholar or scholarly team engaged in research into the data and are not intended for wider distribution; and all other text processing and text manipulation activities which are clearly identifiable as scholarly research. Examples of uses which are not permitted are the publication of a Greek text from materials supplied by TLG if such text does not reflect the addition of significant value by the editor, the downloading and reformatting of the texts for redistribution, or the production of scholarly tools which consist primarily of a mechanical, electronic or other similar rearrangement of text and are intended for commercial publication and distribution.

UCSD LIBRARY and its Authorized Users shall not be restricted from publishing the results of scholarly investigation and analysis of Materials. In any publications arising from the use of materials provided under the terms of this agreement, the author(s) shall acknowledge the Thesaurus Linguae Graecae® as the source of the material and shall indicate that such material is copyrighted by the TLG.

## 9. Specific Restrictions on Use of Materials

UCSD LIBRARY shall not knowingly permit anyone other than Authorized Users to use the Materials.

UCSD LIBRARY and its Authorized Users may not download, copy, print and/or distribute TLG materials.

UCSD LIBRARY and its Authorized Users may not make back-up or archival copies of the TLG materials.

UCSD LIBRARY may not allow the use of robots, spiders, or intelligent agents to access, search and/or systematically download any portion of the TLG Materials.

UCSD LIBRARY and its Authorized Users shall not modify, manipulate, or create a derivative work of the Materials without the prior written permission of TLG.

UCSD LIBRARY and its Authorized Users may not use the Materials for commercial purposes, including but not limited to the sale of the Materials, fee-for-service use of the Materials, or bulk reproduction or distribution of the Materials in any form.

All prohibitions and restrictions upon the use of Materials enunciated in this agreement apply equally to reformatted versions of the Materials whose data format has been modified to permit analysis on other data processing systems, and such restrictions and prohibitions apply to the Materials regardless.

#### 10. Mutual Performance Obligations

UCSD LIBRARY shall cooperate on the preparation and provision of user surveys to solicit feedback on the Materials. UCSD LIBRARY and TLG agree to maintain the confidentiality of any data relating to the usage of the Materials by UCSD LIBRARY and its Authorized Users. Such data may be used solely for purposes directly related to the Materials. Information relating to the identity of specific users and/or uses, shall not be provided to any third party. UCSD LIBRARY and TLG shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement. The parties shall maintain the confidentiality of such data to the same degree of care as the receiving party uses with its own information of like kind except to the extent the data becomes public knowledge through no fault of the recipient party and except to the extent data is disclosed under the California Public Records Act or other applicable law.

#### 11. TLG Performance Obligations

Upon receipt of the agreed upon fee and authentication information, TLG shall make the Materials available to UCSD LIBRARY and Authorized Users within a reasonable period of time not to exceed 15 days. TLG shall provide and maintain help files and other appropriate user documentation. TLG will offer reasonable levels of continuing support to assist in use of the Materials. However, in no case shall a reasonable level of support exceed ten (10) hours in a month. TLG will make its personnel available by e-mail, phone or fax during regular business hours for feedback, problem-solving, or general questions. TLG shall use reasonable efforts to ensure that its servers have sufficient capacity and rate of connectivity to provide UCSD LIBRARY and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry. TLG shall use reasonable efforts to provide continuous service seven days a week with an average of 97% up-time per month. The 3% down-time includes periodic unavailability due to maintenance of the servers, the installation or testing of software, the loading of additional Materials, as they become available, and downtime related to the failure of equipment or services outside the control of TLG, including but not limited to public or private telecommunications services or internet nodes and facilities.

#### 12. UCSD LIBRARY Performance Obligations

UCSD LIBRARY shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the licensed materials is granted under this MOU. UCSD LIBRARY shall promptly notify TLG of any infringement that comes to its attention, and take appropriate steps to avoid its recurrence. UCSD LIBRARY shall use reasonable efforts to protect the Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Materials by an Authorized User, TLG at its option may terminate access of the IP addresses from which such use occurred.

13. Term

This agreement is valid for a period beginning **April 30, 2015** and expiring on **April 30, 2020**.

14. Renewal

This agreement may be renewed at the end of the term specified on this MOU if the parties agree to extend the duration in writing. UCSD LIBRARY has the right to terminate its subscription at any time by notifying the TLG in writing. In the event of early termination of the agreement by UCSD LIBRARY, on-line access to the Materials shall be terminated by TLG within seven (7) working days from the date of receipt of written notice. UCSD LIBRARY shall be entitled to a refund of any fees or pro-rate portion thereof paid by UCSD LIBRARY for any remaining period of the Agreement from the date of termination. In the event that the TLG believes that UCSD LIBRARY has breached any obligations under this Agreement, the TLG shall so notify the breaching party in writing. The Licensee shall have thirty (30) days to notify the TLG in writing that cure has been effected. If the breach is not cured within 30 days, the TLG shall have the right at its option to terminate the Agreement.

For TLG®

[Text deleted]

\_\_\_\_\_  
(Signature)

[Text deleted]

\_\_\_\_\_  
(Name)

March 20, 2015

\_\_\_\_\_  
(Date)

For UCSD LIBRARY

[Text deleted]

\_\_\_\_\_  
(Signature)

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(Name)

4/30/15  
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