Agreement for the Joint Project between
The Institute of History and Philology, Academia Sinica
and
The University of California, San Diego

In order to promote academic research, The Institute of History and Philology, Academia Sinica (hereafter IHP) and The University of California, San Diego (hereafter UC San Diego) hereby consent to this Agreement for a joint project concerning the building and use of the database of Scripta Sinica (hereafter Database).

Article I. Definition of Terms

For the purposes of this Agreement, the terms listed below are defined as follows:

1. “Digital Content” indicates all visual, aural or tactile digitized information accessible to users, whether in text, sound or image format.
2. “Digital Resources” refers to files with digital content stored on computer hardware or other media types. It shall include, but is not limited to, text files, graphics files, motion picture files, audio files and audio-visual files.
3. “Media Types” includes printed paper, photographs, books, video and audio recordings, CD-ROMs and other physical and digital media.
4. “Third Party”: Unless otherwise specified, this term refers to all parties other than those conferring authorization and those authorized by this Agreement, including juridical persons and natural persons.

Article II. Authorization

1. IHP agrees to authorize UC San Diego to use the Database via internet connection, and:
   (a) to make the Database available to the Authorized Users (as defined herein) for their personal use only.
   (b) Use by the Authorized Users shall be limited to (i) browsing, (ii) searching, (iii) downloading/printing for personal use only.

2. “Authorized Users” are hereby defined as:
   (a) Current students, instructors and staff of UC San Diego.
   (b) On-site users within UC San Diego campus.

3. This Agreement shall continue in effect for one year when both parties have signed it. This Agreement shall be automatically renewed at the end of the current term for a successive one-year term unless either party provides 30-day written notices prior to expiration of the current term.
4. Any rights in the Database that are not expressly granted herein, shall be reserved by IHP and excluded from the scope of authorization, provided, however, that use by an Authorized User consistent with the Fair Use provisions of the United States Copyright Act shall not be affected by this Agreement.

Article III. Restrictions on the Use of the Database

1. Without prior written consent from IHP, UC San Diego may not authorize any third party or other unauthorized user to access the Database/digital resources.  
2. UC San Diego may not engage in any commercial use of the Database/digital resources, including copying the digital resources onto other computer storage devices, or transferring content onto other media types.  
3. UC San Diego should exercise the due care of a good administrator and implement reasonable procedures to prevent authorized persons from violating the terms of the authorization outlined in the Agreement while accessing the Database.

Article IV. Contribution in Return for Authorization

In order to assist in the goal of developing the Database, UC San Diego agrees to pay for the first year. UC San Diego agrees, if automatically renewed, to pay for the second year. The compensation amount will in principle increase no more than every two years.

Article V. Violation of the Agreement

1. If either party believes that the other is in breach of this Agreement, that party may notify the other in writing requesting that the actions in breach be rectified. After the party in breach of the Agreement receives written notice, it should rectify the violation within thirty (30) days. In the event that the matter is not rectified within thirty (30) days, the party not in violation of the Agreement has the right to terminate the Agreement.

2. If this Agreement is terminated due to a substantiated breach by UC San Diego that has not been rectified, all privileges granted to UC San Diego and any other authorized persons to use the Database shall forthwith revert to IHP.

3. Either party may terminate this Agreement upon thirty (30) days written notice to the other. If terminated by IHP without a substantiated breach by UC San Diego, IHP shall refund a prorated portion of the current year’s annual fee.
Article VI. Intellectual Property Rights

The copyrights of the Database in this Agreement belong to IHP or persons who have authorized IHP to make use of their work.

Article VII. Affirmation and Guarantee

1. Both parties affirm and guarantee that they are legal organizational bodies, have the right to sign this Agreement, and furthermore have the right to fulfill the obligations and privileges set forth in this Agreement.
2. UC San Diego affirms and guarantees that it shall implement reasonable procedures to prohibit access to the Database by unauthorized users.
3. IHP guarantees that the Database will operate in normal working order during the period of cooperation. IHP shall notify UC San Diego of all known instances of system unavailability, including the duration and cases of such unavailability.

Article VIII. Notices.

1. All notices to either party under this Agreement must be made in writing and may be sent via email. If any notice is given via email, a confirmation of receipt should be issued within five (5) business days.
2. If UC San Diego does not fulfill the commitments and guarantees within this Agreement, IHP may terminate this Agreement in writing.

Article IX. Changes to the Agreement

1. All changes to this Agreement shall be agreed upon by IHP and UC San Diego prior to implementation.
2. All changes to this Agreement shall be made in writing and specified in an Amendment which shall be signed by IHP and UC San Diego.
3. All Amendments signed by both parties shall become an integral part of this Agreement.

Article X. Severability

In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

Article XI. Waiver

The failure of either party to insist upon strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to
constitute a waiver or relinquishment of its right to enforce the same in accordance with this Agreement.

Article XII. Copies of the Agreement

There are two copies of this Agreement; both parties shall reserve one copy each for their records. There exists only one version of this Agreement, which is written in English.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by and on behalf of the parties hereto.

[Text deleted]
Director
Institute of History and Philology
Academia Sinica
[Text deleted]

Date:

[Text deleted]
Associate University Librarian for Collection Services
UC San Diego Library

Date: 10/15/14

Mailing Address/Contact Information:

CARS, Electronic Resources
UC San Diego Library
9500 Gilman Dr
La Jolla, CA 92037
[Text deleted]