

**TIBETAN BUDDHIST RESOURCE CENTER
AND**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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XIV. Governing Law

This License shall be governed by and construed in accordance with California law; the parties irrevocably agree that any dispute arising out of or in connection with this License will be subject to and within the jurisdiction of the State of California.

XV. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

XVI. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XVII. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XVIII. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XIX. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XX. Notices

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within three (3) days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

If to Licensor:

Tibetan Buddhist Resource Center
Rubin Museum of Art
150 W 17th St.
New York, NY 10011

If to Licensee:

University of California Office of the President
California Digital Library
415 20th Street, 4th Floor
Oakland, CA 94612
USA
Attn: Licensing Dept.

XXI. Non-Discrimination

Neither party will discriminate on the basis of race, color, national origin, religion, sex, age, disability, or veteran/Reserve/National Guard status in performing its obligations under this License.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

[Text Deleted]

LI

BY

DATE: 4/23/10

Signature of Authorized Signatory of Licensors

Print Name: [Text Deleted]

Title: Executive Director

Address: 17 W 17th ST, 9th FLOOR, NY NY 10011

LICENSEE:

[Text Deleted]

BY: _____

DATE: 4-20-10

Signature of Authorized Signatory of Licensee

Print Name: [Text Deleted]

Title Executive Director

Address: University of California Office of the President
California Digital Library
415 20th St, 4th Floor
Oakland, CA 94612

all

Appendix A Licensed Material

Content:

The Licensed Materials subject to this agreement are a series of Core Text Collections of Tibetan and Himalayan literature issued from TBRC's Digital Library: TBRC Core Text Collection 1 (Issue Date January 2004), TBRC Core Text Collection 2 (Issue Date January 2005), TBRC Core Text Collection 3 (Issue Date January 2006), TBRC Core Text Collection 4 (Issue Date January 2007), and subsequent issues, hereinafter referred to as "Collections".

Each Collection includes TIFF images and Adobe Acrobat PDF documents arranged in a hierarchical directory structure and a bibliographic catalog, describing the contents.

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Archive Capital Fee (ACF): The ACF is a required one-time-only fee, charged per Collection, designed to ensure that the Licensor has the necessary resources to meet its archival obligation as technology evolves.

The current cost of each Collection that the Licensee elects to purchase is [Text Deleted] (US). This includes the cost of the physical media and insured shipping. If the Licensor elects to subscribe to online access, the ACF still applies. Currently, there is no fee for online access.

The specific agreement with California Digital Library is that it agrees to pay TBRC [Text Deleted]. This is the normal price for one full subscription to the seven "tranches" (totally around 7,000 volumes) already out (the seventh is actually just about to be published). This will provide full access to the seven collections across the entire UC system. Also rolled into the bargain is an agreement that this payment will additionally cover the next two tranches (to be published in winter 2010-11 and winter 2011-2012). After those (i.e. after the ninth tranche), the licensee will be required to pay the usual [Text Deleted] tranche in order to stay up-to-date.

Fees due within [Text Deleted] days of invoice date, and made payable to the Licensor.

Contacts:

Licensing Contact: [Text Deleted] Licensing Manager
415 20th Street, 4th Floor
Oakland, CA 94612
Phone number: [Text Deleted]
Fax: [Text Deleted]
E-mail: [Text Deleted]

Accounting Contact:
[Text Deleted] CDL Acquisitions Specialist
Geisel Library
University of California
9500 Gilman Drive #0175A
La Jolla, CA 92093-0175
Phone number: [Text Deleted]
E-mail: [Text Deleted]
Fax: [Text Deleted]

Technical Contact:
[Text Deleted], Senior Development Analyst
415 20th Street, 4th Floor
Oakland, CA 94612
Phone number: [Text Deleted]
E-mail: [Text Deleted]

Appendix B

Web Access

Content:

The Licensed Materials available for Web Access are equivalent to the contents of each Collection which has been procured and supplied on an external hard drive.

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Name and Type of Site: Web Access will be managed through the Licensor's public website at <http://tbrc.org>.

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will gather user data in sessions to monitor download use but this information is used only by the Licensor and is not distributed to any third party.

Service and Support:

Browser support: The Licensor supports the following browsers and platforms for online access: (1) Apple Macintosh OSX: Safari, FireFox and Opera. (2) Windows OS: Internet Explorer 6.0+, FireFox/Mozilla and Opera.

The Licensor also supports the display of native Tibetan script for bibliographic records of the Licensed Materials. Instructions for installing necessary fonts are on the site. The Licensed Materials themselves do not require special fonts.

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Contacts: For bibliographic and cataloging queries: librarian@tbrc.org or 646 839 5915 x-2. For technical support queries: support@tbrc.org or 646 839 5915 x-3 or x-7. For ordering and payment queries: [\[Text Deleted\]](#)

Appendix C

Campuses of the University of California

University of California, Berkeley (including Lawrence Berkeley Lab)

University of California, Davis

University of California, Irvine

University of California, Los Angeles

University of California, Merced

University of California, Riverside

University of California, San Diego

University of California, San Francisco

University of California, Santa Barbara

University of California, Santa Cruz

University of California Office of the President



Appendix D
University of California IP Addresses by Campus

UC Berkeley (including Lawrence Berkeley Laboratory)
[\[Text Deleted\]](#)

UC Davis
[Text Deleted]

UC Irvine
[Text Deleted]

UC Los Angeles
[Text Deleted]

UC Merced
[Text Deleted]

UC Riverside
[Text Deleted]

UC San Francisco
[Text Deleted]

UC Santa Barbara
[Text Deleted]

UC Santa Cruz
[\[Text Deleted\]](#)

UC San Diego
[\[Text Deleted\]](#)

UC Office of the President - California Digital Library
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