

UNIVERSITY OF CALIFORNIA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE PRESIDENT
California Digital Library

415 20th Street 4th Floor
Oakland, California 94612

Agreement Number

California Digital Library (CDL)/UC Libraries Digital Assets Agreement

Complete the Agreement form below for submission of digital assets to the California Digital Library (CDL). Print two copies of the completed form and have them signed by your representative who is authorized to enter into agreements. Send these copies, with a Digital Assets Submission Inventory for each discrete submission, to the CDL. Upon acceptance, the CDL will return one signed original.

NAME OF INSTITUTION: _____

ADDRESS: _____

MARC ORGANIZATION CODE: _____

NAME OF CONTACT: _____

TITLE OF CONTACT: _____

EMAIL: _____

TELEPHONE: _____

FAX: _____

1. Introduction

The digital assets described in this Agreement will be deposited with the California Digital Library (CDL) for archiving and/or distribution for non-commercial purposes,

including teaching, research and private study, in accordance with the license granted in Section 3. This Agreement does not request or require transfer of copyright to the CDL, a co-library of the University of California.

2. Definitions

“Agreement” – this document, including all of its terms and conditions and any completed Digital Assets Submission Inventory (DASI)

“Commercial Purpose” - use for purpose that generates a profit, either directly or indirectly

“Digital Assets” – a collection of computer files that contain digital content (images, texts, sounds, video) and/or data descriptive of the content and its digital format

“Digital Assets Submission Inventory (DASI)” – the document that specifies the digital assets submitted pursuant to this Digital Assets Agreement which, along with this Digital Assets Agreement and its terms and conditions, constitutes the Agreement

“Federate” – to virtually bring together digital assets for access and / or preservation purposes in such a way as to allow transparent searching as if they were a single database for presentation purposes

“Non-commercial Purposes” -use for purposes that do not generate a profit, either directly or indirectly

3. License

[Please choose ONE option]

_____ **3.1 Access and Preservation:** The Depositor grants the California Digital Library and its agents, operating on behalf of The Regents of the University of California, a non-exclusive, revocable, perpetual right to use the Digital Assets for Non-Commercial Purposes as specified below:

3.1 .1 electronically view, present, and display to others the Digital Assets, including providing access via the web and, display in classrooms and other public venues as permitted by the rights indicated in the **Digital Assets Submission Inventory (DASI)**;

3.1.2 Federate and incorporate the Digital Assets into databases containing other digital assets;

3.1.3 augment or create metadata to enhance service capacity;

3.1.4 electronically store, archive, copy and/or convert the Digital Assets for preservation purposes;

_____ **3.2 Redistribution, Access, and Preservation:** The Depositor grants the California Digital Library and its agents, operating on behalf of The Regents of the University of California, all the rights listed in Section 3.1, as well as the right to provide copies of the Digital Assets to external recipients with notification that the recipients may also enjoy all the rights listed in Section 3.1.

_____ **3.3 Preservation Only:** The Depositor grants the California Digital Library and its agents, operating on behalf of The Regents of the University of California, a non-exclusive, perpetual right to electronically store, archive, copy or convert the Digital Assets for preservation purposes only.

4. Depositor's obligations

4.1 The Depositor hereby warrants that:

4.1.1 Depositor has made reasonable efforts to ensure that the copyright information provided in the **Digital Assets Submission Inventory (DASI)** is complete, correct and up-to-date as of the date of submission;

4.1.2 Depositor will notify the CDL within 30 days if rights to a deposited Digital Asset are reassigned.

4.2 The Depositor shall indemnify, defend, and hold harmless the University of California, its officers, employees, and agents for any damages, including any reasonable attorney's fees, that arise from any claim by any third party of an alleged infringement of copyright or other intellectual property rights or allegation associated with Depositor's breach of warranty arising from the Depositor's submission of Digital Assets with CDL or of the use by the University of California or other users of such Digital Assets, provided that this indemnification provision is inapplicable if CDL has breached the license granted in Section 3 with respect to the Digital Assets subject to the claim. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5. California Digital Library's obligations and rights

5.1 The CDL shall:

5.1.1 make reasonable efforts to manage the Digital Assets in perpetuity, developing

them as appropriate to make them available for Non-Commercial Purposes;

5.1.2 make reasonable efforts to comply with and inform end users of the copyright and user restrictions pertinent to the Digital Assets in the form supplied by Depositor;

5.1.3 comply with the Depositor's access restrictions and remedy any access provided in violation of the applicable access restrictions within 30 days of discovery of such violation or notification by Depositor of such violation, whichever is earlier;

5.1.4 cooperate with Depositor to ensure that Digital Assets are replaced or removed as needed to comply with claims related to the Digital Asset's copyright and user restrictions;

5.1.5 obtain express written permission from the Depositor or copyright owner to use the Digital Assets for any Commercial Purpose;

5.1.6 not pay royalties to the Depositor or copyright owner for the acceptance and use of its Digital Assets for Non-Commercial Purposes in conformance with the license granted in Section 3.

5.2 The CDL may assume custodial responsibility for previously accepted Digital Assets "orphaned" by the dissolution of the Depositor and not formally assigned to the custody of another agency.

5.3 Although due care will be made to preserve the physical integrity of the Digital Assets, the CDL shall incur no liability for the loss of or damage to deposited Digital Assets.

6. Breach of Agreement & Dissolution of CDL

6.1 Breach of Agreement. In the event of a breach of this Agreement by either party, the breaching party shall remedy the breach within thirty (30) days of notification of the breach by the non-breaching party. Should the breaching party fail to remedy the breach within the allotted time, the parties shall collaborate for an additional fifteen (15) days to identify if the breaching party can remedy the breach if given an additional thirty (30) day period. The parties may modify this time period for cure in a separate writing. If CDL is the breaching party, the breach relates to Section 5.1, and at the end of the aforementioned seventy five (75) days the Depositor believes CDL has not remedied the breach, the Depositor shall have the right to revoke the license granted in Section 3.

6.2 Dissolution of CDL. If CDL dissolves without formal assignation of this Agreement and the obligations herein, or otherwise discontinues its management of the Digital Assets, the Depositor may revoke the license effective immediately upon notice to CDL or, in the event of CDL's dissolution, upon notice to its successor.

6.3 Effect of Revocation of License. Should the Depositor revoke the license pursuant to Section 6.1 or Section 6.2, at the Depositor's request, CDL will use reasonable efforts to assist the Depositor with the return of the Depositor's Digital Assets.

6.4 Amendments & Waiver. This Agreement may be amended only by a writing signed by

both Depositor and the CDL. A waiver on one occasion of one provision or breach of this Agreement shall not constitute a waiver on any other occasion or of another provision or breach.

Agreed and Executed on Behalf of Depositor:

Depositor's Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Agreed and Executed on Behalf of UC Regents:

California Digital Library's Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____