MEMORANDUM OF UNDERSTANDING

THESAURUS LINGUAE GRAECAE® (TLG®)

AND

UNIVERSITY OF CALIFORNIA, SAN DIEGO LIBRARY

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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.

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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.

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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.

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

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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.

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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)
[Text deleted]
(Name)
4/30/15
(Date)