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OCLC WESTERN AND CONSORTIUM AGREEMENT

OCLC Western will provide access to the service known as *VENDOR Service* to California Digital Library on behalf of the Regents of the University of California ("CONSORTIUM") for Consortium Members in accordance with the terms and conditions as specified herein ("Consortium Agreement").

OCLC WESTERN and CONSORTIUM agree to resolve any administrative issues arising under this Consortium Agreement in a timely manner. This Consortium Agreement between OCLC Western and CONSORTIUM is subordinate to and subject to the OCLC Western/VENDOR Representative Agreement ("Vendor Agreement"). Consortium Members will be required to agree to the Vendor Terms and Conditions in order to gain access to the Service.

OCLC Western agrees that the following specific terms or conditions of the VENDOR Agreement will apply to CONSORTIUM under this CONSORTIUM Agreement: a) usage reports, b) confidentiality, c) prorata refunds from VENDOR, d) provision of passwords for demonstration, training and marketing, e) technical support, and f) changes in base FTE rates or populations served rates from VENDOR. OCLC Western shall not be responsible for any technical support needed by Consortium or Subscriber for the Service, but will provide basic customer service support.

OCLC Western agrees that any material changes in the VENDOR Agreement shall be made known to CONSORTIUM with reasonable notice so as to give CONSORTIUM time to consider whether the proposed changes(s) is (are) in the best interests of CONSORTIUM and its members.

OCLC Western shall invoice the Consortium on a *FTE Rate/Dollar Amount* basis in advance for participation in the VENDOR Agreement in accordance with pricing schedule and CONSORTIUM agrees to pay in full within thirty (30) days of receipt of invoice. The OCLC Western invoice will show the FTE rate, population served rate, simultaneous user rate, OCLC Western fee and total dollar amount due. OCLC Western may from time to time invoice CONSORTIUM for additional participating institutions during the term of the CONSORTIUM Agreement as specified in Section 4.1 of the VENDOR Agreement. It is understood by both parties hereto that this advance payment shall not be refundable in the event of early termination except as provided in Section 6 (Termination) of the VENDOR Agreement. CONSORTIUM is solely responsible for the collection and remittance of any and all applicable sales and use taxes in respect to its members' use of the Service.

It is agreed between the parties hereto that upon completion of the foregoing, the cost of rendering said Services is a [Text (libraries with less than 22,000 FTE) or [Text libraries with more than 22,000 FTE) surcharge per FTE, which is computed to ensure full recovery of all direct and indirect costs.

If a CONSORTIUM fails to pay OCLC Western within the specified payment term of this sub-agreement, OCLC Western will instruct, in writing, to VENDOR the suspension of the Service until payment has been made by the CONSORTIUM, recorded by OCLC Western and by VENDOR. OCLC Western will not be liable, in anyway, for unpaid Subscriber fees.

OCLC WESTERN PROVIDES ACCESS TO THE SERVICE AS IS. OCLC WESTERN MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, WITH RESPECT TO THE SERVICE.

This Consortium Agreement shall be governed by and construed in accordance with the laws of the state of California.

This Consortium Agreement is valid and enforceable only if sufficient funds are made available to the state institutions by their respective state legislatures for the purpose of this program. It is mutually agreed that if the state legislature does not appropriate funds for the program, this Consortium Agreement shall be terminated or amended to reflect any reduction of funds. In this event, the decision to continue with the agreement must be made no later than thirty (30) days after the new fiscal year affected by the legislature funding.

[Text Deleted]

Sig

Sig

Signature for OCLC Western

[Text Deleted] Director, Bus. Svcs., Calif. Digital Lib.
(name please print or type)

Name

Date

6/6/07

Date

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Campus	FTE	Database	Price	Total Cost
Berkeley	33,099	Academic	\$ [Text Deleted]	
Davis	28,840	Academic	\$	
Irvine	24,418	Academic	\$	
Los Angeles	36,535	Academic	\$	
Merced	865	Academic	\$	
Riverside	15,494	Academic	\$	
San Diego	25,671	Academic	\$	
San Francisco	4,050	Academic	\$	
Santa Barbara	21,505	Academic	\$	
Santa Cruz	14,891	Academic	\$	

Total for University of California System

Notes:

LexisNexis Academic: Libraries with <22,000 FTE = [Text]/FTE;
Libraries with 22,000+ FTE = [Text] /FTE

Last Revised: May 17, 2007

Campus	Contact Name
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Berkeley	[Text Deleted]
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Davis

Irvine

Los Angeles

Merced

Riverside

San Diego

San Francisco	[Text Deleted]
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Santa Barbara

Santa Cruz

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