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The Licensee: The Regents of the University of California This agreement ("Agreement") is entered into as of _November 15, __2016 by and between the Regents of the University of California ("Licensee"), a non-profit academic institution, with its principal offices at The California Digital Library, University of California Office of the President, 415 20th Street, 4th floor, Oakland, CA 94612, USA, and the China National Publications Import & Export (Group) Corporation (CNPIEC), 504 Anhuai, Andingmen Wai, Beijing 100011, China.

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In consideration of the mutual covenants and obligations set forth, the parties agree as follows.
Definitions: Terms defined within this Agreement have the respective meanings attributed to them throughout this Agreement.

"eBooks" mean the various books and other works in which CNPIEC makes available through the platform.

"User(s)" refers to Licensee's current faculty, students, staff, visiting scholars and patrons that the Licensee has reasonably authorized to directly or remotely access the Licensee's library systems and content.

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The materials that are the subject of this Agreement shall consist of CNPIEC e-books (hereinafter referred to as the "Licensed Materials").

Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

ARTICLE 2 DELIVERY/ACCESS OF LICENSED MATERIALS TO LICENSEE

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Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized locations of Licensee.

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1. CNPIEC hereby grants to the Licensee, for the limited number of designated Users, as specified, a non-exclusive, non-transferable license to access and use the applicable CNPIEC ebook site(s) under the terms described in this License. "Users" are:

- a. Persons Affiliated with the campuses of University of California. Full and part time employees (including faculty, staff, and independent contractors) and students of Licensee and the institution of which it is a part, regardless of the physical location of such persons. For campus locations see Appendix A.
- b. Walk-ins. Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

2. Access by and Authentication of Authorized Users. Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

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3. Authorized Uses. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international copyright laws. In addition, the Licensed Materials may be used for purposes of research, education or other non-commercial use as follows:

- a. Licensee and Users shall have the right to electronically display the Licensed Materials.
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- c. Print Copy. Licensee and Users may print a reasonable portion of the Licensed Materials.
- d. Recover Copying Costs. Licensee may charge a reasonable fee to cover costs of copying or printing portions of Licensed Materials for Authorized Users.
- e. Archival/Backup Copy. Upon request of Licensee, Licensee may receive from CNPIEC and/or create one (1) copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement, or as required to exercise Licensee's rights under Article XIII, 'Perpetual License', of this Agreement.

CNPIEC acknowledges that Licensee may engage the services of third-party trusted archives and/or participate in collaborative archiving endeavors to exercise Licensee's rights under Article XIII, 'Perpetual License', of this Agreement. Licensee agrees to cooperate with such archiving entities and/or initiatives as reasonably necessary to make the Licensed Materials available for archiving purposes. Licensee may perpetually use the third-party trusted system to

access or store the Licensed Materials, so long as Licensee's use is otherwise consistent with this Agreement. Licensor further acknowledges and agrees that, in using the third-party archival system, Licensed Materials may be made available to other system participants who indicate a right to those Licensed Materials.

- f. Caching. Licensee and Authorized Users may make local digital copies of the Licensed materials in order to ensure efficient use by Authorized Users by appropriate browser or other software.
- g. Collections of Information. Licensee and Authorized Users shall be permitted to extract or use information contained in the Licensed Materials for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
- h. Course Packs. Licensee and Authorized Users may use a reasonable portion of the Licensed Materials in the preparation of Course Packs or other educational materials.
- i. Course Reserves(Print and Electronic). Licensee and Authorized Users may use a reasonable portion of the Licensed Materials for use in connection with specific courses of instruction offered by the University of California.
- j. Electronic Links. The University of California is committed to the use of the emerging Open URL standard to allow linking to related materials in other locations. If CNPIEC does not use the OpenURL standard, CNPIEC staff will provide information to Licensee upon request to assist the Licensee in creating links directly from UC's library catalogs and licensed resources to the content at the journal issue and article levels.
- k. Scholarly Sharing. Authorized Users may transmit to a third party in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for resale or commercial purposes.
- l. Text Mining. Authorized Users may use the licensed material to perform and engage in text mining /data mining activities for legitimate academic research and other educational purposes.
- m. Interlibrary Loan. Using electronic, paper, or intermediated means, Licensee at its discretion may fulfill occasional requests from other institutions, a practice commonly called Interlibrary Loan. Licensee agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC 108, "Limitations on exclusive rights: Reproduction by libraries and archives") and the Guidelines for the Proviso of Subsection 108(2g)(2) prepared by the National Commission on New Technological Uses of Copyrighted Works.

4. Amount of Authorized Use.

Unlimited Access. Subject to the terms of this Agreement, Licensee and its Authorized Users shall have unlimited access to the Licensed Materials.

5. Specific Restrictions on Use of Licensed Materials:

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- b. Unauthorized Use. Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

- c. Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- d. Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials, fee-for-service use of the Licensed Materials, or bulk reproduction or distribution of the Licensed Materials in any form; nor may Licensee impose special charges on Authorized Users for use of the Licensed Materials beyond reasonable printing or administrative costs.
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CNPIEC has the right to revise or update the applicable CNPIEC ebook site(s) accessed hereunder, but revisions or updates, as well as technical support for such applicable CNPIEC ebook site(s), will be provided to Licensee only if a properly signed license agreement for such site(s) has been returned by Licensee and is on file and Licensee has paid all applicable fees. It is acknowledged by the Licensee that they must provide initial support for their Users and CNPIEC and its Distributor will provide training to the nominated representatives of the Licensee to fulfill this function. Secondary support will be handled by the Distributor who will provide Licensee service support and who will be responsible for forwarding any problems that they cannot solve onto CNPIEC.

ARTICLE 4 INTELLECTUAL PROPERTY RIGHT AND PROTECTION

All of the <http://chinabook.cnpereading.com/> owned content is either the property of CNPIEC or is licensed to CNPIEC and is protected by copyright and other intellectual property laws. Except for the limited rights given to the Licensee herein, all rights in the CNPIEC ebook site(s) are reserved by CNPIEC.

1. The database copyright and intellectual property right under the Agreement shall be attributed to the database development unit, that is, CNPIEC. CNPIEC warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Licensee and Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.
2. CNPIEC warrants that the physical medium, if any, on which the Licensed Materials is provided to Licensee will be free from defects for a period of ninety (90) days from delivery.

ARTICLE 5 LIMITATIONS ON WARRANTIES

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

CNPIEC makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and CNPIEC disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose.

CNPIEC makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. CNPIEC further expressly disclaims any warranty or representation to Users, or to any third party.

ARTICLE 6 GENERAL

1. Confidentiality. It is agreed between the parties that all commercial terms with regards to pricing will remain confidential at all times.
2. This License constitutes the entire agreement between Licensee and CNPIEC relating to the applicable eBooks accessed and supersedes any and all other agreements, oral or in writing, with respect to such site(s). This License may be modified only by a written instrument signed by both parties.
3. 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.
4. 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.
5. 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.
6. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
7. Authorization to Negotiate. The signatory of this Agreement warrants that the Licensee's population of Users has been accurately represented to CNPIEC. The signatory of this Agreement represents and warrants to CNPIEC that he/she has the power and authority to execute this Agreement on behalf of Licensee, which agrees to be bound by all terms contained herein.
8. 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, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.

ARTICLE 7 GOVERNING LAW

Applicable Law, Jurisdiction and Severability. This Agreement shall be interpreted and construed according to, and governed by, the laws of California, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in California shall have jurisdiction to hear any dispute under this Agreement.

If for any reason a court of competent jurisdiction finds any provision or portion of this License Agreement to be unenforceable, the remainder of the License Agreement will continue in full force and effect. Any waiver of any provision of the License Agreement will be effective only if in writing and signed by CNPIEC.

ARTICLE 8 INDEMNITIES

CNPIEC shall indemnify and hold Licensee and Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

The indemnifying party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense.

ARTICLE 9 CNPIEC PERFORMANCE OBLIGATIONS

1. Availability of Licensed Materials. Upon the Effective Date of this Agreement, CNPIEC shall make the Licensed Materials available to Licensee and Authorized Users.
2. Documentation. CNPIEC will provide and maintain help files and other appropriate ser documentation.
3. Training and Support. CNPIEC will offer installation support, including assisting with the implementation of any CNPIEC software. CNPIEC will provide appropriate training to Licensee staff relating to the use of the licensed Materials and any CNPIEC software. CNPIEC will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. CNPIEC will make its personnel available by email, phone or fax during regular business hours, Monday through Friday for feedback, problem-solving, or general questions.
4. Quality of Service. CNPIEC shall use reasonable efforts to ensure that the CNPIEC's server or servers have sufficient capacity and rate of connectivity to provide the Licensee and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the Licensee's locale.

CNPIEC shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% up-time per month. The 2% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available, and downtime related to the failure of equipment or services outside the control of CNPIEC, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to Licensee and its Authorized Users. If the Licensed Materials fail to operate in conformance with the terms of this Agreement, Licensee shall immediately notify CNPIEC, and CNPIEC shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. In the event that CNPIEC fails to repair the nonconformity in a reasonable time, CNPIEC shall reimburse Licensee in an amount that the nonconformity is proportional to the total Fees owed by Licensee under this Agreement.

5. Notification of Modifications of Licensed Materials. Licensee understands that from time to time the Licensed Materials may be added to, modified, or deleted from by CNPIEC and/or that portions of the Licensed Materials may migrate to other formats. CNPIEC shall give a ninety(90) day notice of any such changes to Licensee. CNPIEC shall replace deleted materials with equivalent amount of new materials. Failure by CNPIEC to provide such notice shall be grounds for immediate termination of the Agreement by Licensee.
6. Completeness of Content. CNPIEC shall use reasonable efforts to ensure that the online content is at least equivalent to print versions of the Licensed Materials, represents complete, faithful and timely replications of the print versions of such Materials, and will cooperate with Licensee to identify and correct errors or omissions.
7. Continued Training. CNPIEC will provide regular system and project updates to Licensee as they become available. CNPIEC will provide additional training to Licensee staff made necessary by any updates or modifications to the Licensed Materials or any CNPIEC software.
8. Notice of Terms of "Click-Through" License Terms. In the event that CNPIEC requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as "click-through" licenses), CNPIEC shall provide Licensee with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall the terms of such "click-through" licenses materially differ from the provisions of this Agreement. In the event of any conflict between the terms of such "click-through" licenses and this Agreement, the terms of this Agreement shall prevail.
9. Usage Statistics. CNPIEC must provide both composite use data for the system-wide CDL and itemized data for individual campuses, on a monthly basis. Use data should be at the level of detail required for objective evaluation of both product performance and satisfaction of user needs, including title-by-title use of e-books. Providers should follow the International Coalition of Library Consortia (ICOLC) "Guidelines for Statistical Measures of Usage of Web-Based Information Resources" or provide information in compliance with COUNTER or other recognized international standard. Additionally, CNPIEC will send a monthly summary of titles purchased along with corresponding costs, campus-level access/use counts, and general deposit summary to all the participating campuses listed in Appendix A.
10. Compliance with Americans with Disabilities Act. CNPIEC shall make reasonable efforts to comply with the Americans with Disabilities Act (ADA) requirements, Section 508 of the Rehabilitation Act Amendments, and provide Licensee current completed Voluntary Product Accessibility Template (VPAT).

ARTICLE 10 LICENSEE PERFORMANCE OBLIGATIONS

1. Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
2. Provision of Notice of Intellectual Property Right to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with notice of any applicable Intellectual Property or other rights applicable to the Licensed Materials. Licensee shall make reasonable efforts to prevent the infringement of any Intellectual Property or other rights of the Licensor in the Licensed Materials. Licensee shall promptly notify Licensor of any infringement that comes to Licensee's attention, and take appropriate steps to avoid its recurrence.
3. Protection from Unauthorized Use. Licensee shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (a) Licensor may terminate such Authorized User's access to the Licensed Materials, (b) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) Licensee shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing a sixty (60) day notice to Licensee and cooperation with the Licensee to avoid recurrence of any unauthorized use.

ARTICLE 11 MUTUAL PERFORMANCE OBLIGATIONS

1. Confidentiality of User Data. CNPIEC and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific Users and/or uses, shall not be provided to any third party.

ARTICLE 12 TERM AND TERMINATION

1. Term. This Agreement shall continue in effect for three (3) years, commencing on the Effective Date.
2. Early Termination. In the event that either party believes that the other materially has breached any obligations under this Agreement, or if CNPIEC believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.
3. Upon Termination of this Agreement for cause online access to the Licensed Materials by Licensee and Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Users and used subject to the terms of this Agreement.

4. In the event of early termination permitted by this Agreement, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

ARTICLE 13 PERPETUAL LICENSE

Notwithstanding anything else in this Agreement, CNPIEC hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

ARTICLE 14 DISPUTE RESOLUTION

In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which is not affected by the dispute.

Mediation. In the event that the parties cannot by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which is not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within five (5) working days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) calendar days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than sixty (60) days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The

award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ARTICLE 15 NOTICE OF THE USE OF DIGITAL RIGHTS MANAGEMENT TECHNOLOGY

In the event that CNPIEC utilizes any type of digital rights management technology to control the access or the usage of Licensed Product, CNPIEC agrees to notify Licensee of the name, contact information and any technical specifications for the digital rights management technology utilized.

ARTICLE 16 NOTICE OF THE USE OF DIGITAL WATERMARKING TECHNOLOGY

If CNPIEC utilizes any type of digital watermarking technology for any element of the Licensed Product, CNPIEC agrees that watermark s will not be visible to the human eye and will not degrade image quality. These watermarks shall not contain User-related information such as account number or IP address. If digital watermarking technology is used, CNPIEC agrees to notify Licensee, in advance, of the name, contact information, and any technical specifications for the technology used.

By

The Regents of the University of California

Signature 

Name: 

Title: Director of Collections, California Digital Library

Tel: 510.987.0425

China National Publications Import & Export (Group) Corporation (CNPIEC)

Signature 

Name: 

Title: Director of Publications Export Center

Tel: 0086 10 64215793

Appendix A

Campuses of the University of California

University of California, Berkeley (including Lawrence Berkeley Lab)

University of California, Irvine

University of California, Los Angeles

University of California, San Diego

University of California, Santa Barbara

University of California, Davis

University of California, Santa Cruz

University of California, Merced

University of California, Riverside

University of California Office of the President

Appendix B

Business Terms

- Nine participating campuses, including UCB, UCLA, UCSD,UCSB, UCD, UCI, UCSC, UCM, UCR will join in the DDA pilot with CNPIEC; The table below shows the responsible subject librarian and TS representative from each campus;

Campus	Subject Librarian	TS Representative	Campus Share
UCB	██████████ (liaison)	██████████	██████████
UCLA	██████████	██████████	██████████
UCSD	██████████	██████████	██████████
UCSB	██████████	██████████	██████████
UCD	██████████		██████████
UCI	██████████		██████████
UCSC	██████████		██████████
UCM	██████████		██████████
UCR	██████████		██████████
SCP (CDL)		██████████	

- The Term of this Agreement starts from November 1and ends on October 30, 2017; It is subject to renewal or modification based upon the pilot outcome;

- A total amount of [REDACTED] deposit is due to CNPIEC on or after November 15th, 2016. Each campus's share is outlined above. CDL will coordinate payment of the deposit directly to CNPIEC.
- The total DDA expenditure should not exceed the Licensee's deposition [REDACTED] plus a [REDACTED] overspend cushion ; The DDA liaison librarian should carefully review monthly reports from CNPIEC, and notify other participating campus librarians as needed. The participating campuses will share up to [REDACTED] overspend cushion, if any, at the end of October 2017;
- The librarians from the nine participating campuses will make additional e-book selections in late October 2017, from the unpurchased UC DDA title list provided by CNPIEC, if the Licensee deposit is not fully spent;
- CNPIEC considers the following as purchase trigger, whereas allowing Users from the Licensee to conduct online reading, searching and browsing will be at no cost;
 - Successful e-book downloads;
 - Printing 5 and/or more pages
 - Viewing 5 and/or more pages
 - Viewing 5 and/or more minutes
 - Copy/paste 3 and/or more times
- Price for CNPIEC e-book is [REDACTED] times of its print counterpart;
- CNPIEC offers 1 copies and 2 concurrent uses to every title purchased by the Licensee ;
- In case of the deposit from the Licensee's participating campus librarians (i.e., [REDACTED] being fully spent prior to the contract end date, CNPIEC allows a [REDACTED] overspend cushion whereas sending the Licensee a timely alert; Diverts further e-book use requests to corresponding campus subject librarians based upon their source IP range, if the [REDACTED] cushion is also fully spent;
- In case of the deposit being not fully spent by late October 2017, CNPIEC sends a list of unpurchased titles to the Licensee for librarian-based selection.

Appendix C

Obligations of Parties to the Agreement

Licensee:

- All the subject librarians from the Licensee develop a single DDA profile (see Appendix D) subject to ongoing revision. The profile determines the titles to be provided with DDA records for loading to participating campuses' online catalogs;

- The nine campuses receive CNPIEC MARC records matching the DDA profile on a monthly basis, and load them to local online catalogs; All Users within the campus IP ranges can read, search and browse CNPIEC e-books online at no cost; the Licensee will be charged only when an e-book purchase is successfully triggered by an authenticated User; For each title purchased, the Licensee agrees that CNPIEC deducts from our deposit for 1 copies and 2 concurrent uses;
- For titles purchased, ██████████ of the SCP at CDL performs full cataloging and then distributes the cataloged records to all the participating campuses;
- The participating campuses remove unpurchased title records from their online catalogs at the end of the pilot year (i.e., October 30, 2017) if the Licensee decides to discontinue the project, or at the end of the third year (i.e.2019), subject to change based upon the DDA outcome.

CNPIEC:

- Works with the TS representatives from the participating campuses to test CNPIEC DDA-level MARC records for local ILS suitability (See Appendix 2 for the Licensee MARC Record Requirement); Contact ██████████ at SCP of CDL for issues related to CNPIEC MARC records;
- Contact ██████████ at SCP of CDL for issues related to CNPIEC full MARC records;
- Distributes monthly DDA records to the TS representatives based upon the Licensee profile;
- Updates the Licensee on any new publishers of CNPIEC e-books;
- Provides IP controlled access to authenticated Users from all the nine participating campuses for both purchased and unpurchased e-books;
- When the 2 concurrency is reached, notifies Users of the limit and encourages them to check back in a later time;
- Sends monthly summary of title purchased along with corresponding costs, campus-level access/use counts, and general deposit summary to all Licensee's participating campuses
- For unpurchased titles, allows their DDA records to stay with active links in the online catalogs of the Licensee for up to three years (till the end of 2019) for continued online access, unless the project terminates or the Licensee decides to shorten the timeframe;
- Ensures all the participating campuses perpetual access to all e-books purchased; meanwhile, provides a backup copy set of the purchased e-books

Appendix D

Licensee Profile (preliminary subject to each participating librarian's revision)

Every CNPIEC e-book with MARC record loaded to the Licensee's online catalogs has to meet all the three succeeding criteria.

1. Publication year: new publications starting with 2012 as publication year. Reprints, text books, translated books are excluded.

2. Subject

- A 马克思主义、列宁主义、毛泽东思想、邓小平理论
- B 哲学、宗教
- C 社会科学总论
- D 政治、法律
- E 军事
- F 经济
- G 文化、科学、教育、体育
- H 语言、文字
- I 文学
- J 艺术
- K 历史、地理
- X 环境科学、安全科学
- Z 综合性图书

3. One of these publishers:

- 1 法律出版社
- 2 安徽大学出版社
- 3 安徽教育出版社
- 4 安徽科学技术出版社
- 5 安徽美术出版社
- 6 安徽人民出版社
- 8 安徽文化音像出版社
- 9 安徽文艺出版社
- 10 巴蜀书社
- 11 白山出版社
- 12 百花文艺出版社
- 13 百花洲文艺出版社
- 14 百家出版社
- 15 北方妇女儿童出版社
- 16 北方文艺出版社
- 17 北京出版社
- 18 北京大学出版社
- 19 北京工业大学出版社
- 20 北京广播学院出版社
- 21 北京交通大学出版社
- 22 北京科学技术出版社

- 23 北京理工大学出版社
- 24 北京联合出版公司
- 26 北京师范大学出版社
- 27 北京时代华文书局
- 28 北京水利水电出版社
- 29 北京思成创业有限公司
- 30 北京唐人易和文化传播有限公司
- 31 北京图书馆出版社
- 32 北京希望电子出版社
- 33 北京燕山出版社
- 34 北京艺术与科学电子出版社
- 35 北京邮电大学出版社
- 36 北岳文艺出版社
- 37 兵器工业出版社
- 38 测绘出版社
- 39 朝华出版社
- 40 晨报社
- 41 崇文书局
- 42 春风文艺出版社
- 43 大象出版社
- 44 大众文艺出版社
- 45 当代世界出版社
- 46 当代中国音像出版社
- 47 得利書局
- 48 德宏民族出版社
- 49 地震出版社
- 50 第四军医大学出版社
- 51 电子工业出版社
- 52 电子科技大学出版社
- 53 东北师范大学出版社
- 54 东方出版社
- 55 东方出版中心
- 56 东南大学出版社
- 57 敦煌文艺出版社
- 58 二十一世纪出版社
- 59 非凡出版
- 60 凤凰出版传媒集团
- 61 凤凰出版社
- 62 福建科学技术出版社
- 64 复旦大学出版社
- 65 甘肃人民出版社

66 甘肃人民美术出版社
67 高等教育出版社
68 古吴轩出版社
69 故宫出版社
70 光明日报出版社
71 广东教育出版社
72 广东经济出版社
73 广东科技出版社
74 广东旅游出版社
75 广东人民出版社
76 广东世界图书出版有限公司
77 广东新世纪出版社
78 广西教育出版社
79 广西美术出版社
80 广西民族出版社
81 广西人民出版社
82 广西师范大学出版社
83 广州出版社
84 广州暨南数字传媒有限公司
85 贵州教育出版社
86 贵州人民出版社
87 国际文化出版公司
88 国际炎黄文化出版社
89 国家行政学院出版社
90 国家图书馆出版社
91 哈尔滨出版社
92 海潮出版社
93 海风出版社
94 海鸽出版社
95 海南出版社
96 海天出版社
97 海豚出版社
98 海洋出版社
99 汉语大词典出版社
100 杭州出版社
101 航空工业出版社
102 禾马文化出版
103 合肥工业大学出版社
104 河北冠林数字出版有限公司
105 河北教育出版社
106 河北教育音像出版社

107 河北科学技术出版社
108 河北美术出版社
109 河北人民出版社
111 河海大学出版社
112 河南大学出版社
113 河南科技出版社
114 河南美术出版社
115 河南文艺出版社
116 黑龙江朝鲜民族出版社
117 黑龙江科学技术出版社
118 黑龙江美术出版社
119 黑龙江人民出版社
120 红旗出版社
121 湖北教育出版社
122 湖北科学技术出版社
123 湖北人民出版社
125 湖南教育出版社
126 湖南科学技术出版社
127 湖南美术出版社
128 湖南人民出版社
130 湖南文艺出版社
131 花城出版社
132 花山文艺出版社
133 华东师范大学出版社
134 华龄出版社
135 华文出版社
136 华夏出版社
137 华夏翰林出版社
138 华艺出版社
139 华中科技大学出版社
140 华中师范大学出版社
141 化学工业出版社
142 黄河出版社
143 黄山书社
144 机械工业出版社
145 吉林出版集团外语教育有限公司
146 吉林出版集团有限责任公司
147 吉林大学出版社
148 吉林电子出版社
149 吉林教育出版社
150 吉林科学技术出版社

151 吉林美术出版社
152 吉林人民出版社
153 吉林摄影出版社
154 吉林文史出版社
155 吉林音像出版社
156 济南出版社
157 暨南大学出版社
158 江苏大学出版社
159 江苏凤凰文艺出版社
160 江苏教育出版社
161 江苏科学技术出版社
162 江苏人民出版社
164 江苏文艺出版社
165 江西高校出版社
166 江西教育出版社
167 江西科学技术出版社
168 江西美术出版社
169 江西人民出版社
170 接力出版社
171 解放军文艺出版社
172 金城出版社
173 金盾出版社
174 京华出版社
175 经济管理出版社
176 经济科学出版社
177 经济日报出版社
178 九州出版社
179 军事医学科学出版社
180 军事谊文出版社
181 科学出版社
182 科学技术文献出版社
183 昆仑出版社
184 蓝天出版社
185 漓江出版社
186 立信会计出版社
187 聯合電子出版有限公司
188 辽海出版社
189 辽宁科学技术出版社
190 辽宁人民出版社
192 林白出版社有限公司
193 龍利手作室

194 鹭江出版社
195 旅游教育出版社
196 煤炭工业出版社
197 民主与建设出版社
198 民主与设计出版社
199 民族出版社
200 明天出版社
201 南方出版社
202 南海出版公司
203 南海出版社
204 南京大学出版社
205 南开大学出版社
206 内蒙古大学出版社
207 内蒙古科学技术出版社
208 内蒙古人民出版社
209 内蒙古文化出版社
210 宁波出版社
211 宁夏人民出版社
212 宁夏人民教育出版社
214 农村读物出版社
215 齐鲁书社
216 企业管理出版社
217 气象出版社
218 乔木书房(台湾)
219 青岛出版社
220 青海人民出版社
221 清华大学出版社
222 清华同方光盘电子出版社
223 群言出版社
224 群众出版社
225 人民出版社
226 人民教育出版社
227 人民军医出版社
228 人民日报出版社
229 人民卫生出版社
230 人民文学出版社
231 人民武警出版社
232 人民邮电出版社
233 荣宝斋出版社
234 三辰影库音像出版社
235 三聯書店(澳門)有限公司

236 三聯書店(香港)有限公司
237 三秦出版社
238 山邊出版社有限公司
239 山东大学出版社
240 山东电子音像出版社
241 山东画报出版社
242 山东美术出版社
243 山东人民出版社
244 山东文艺出版社
245 山东友谊出版社
246 山西教育出版社
247 山西经济出版社
248 山西科学技术出版社
249 山西人民出版社
250 陕西科学技术出版社
251 陕西人民出版社
252 陕西人民教育出版社
253 陕西人民美术出版社
254 陕西师范大学出版社
255 汕头大学出版社
256 商务印书馆
257 商务印书馆国际有限公司
258 商務印書館(香港)有限公司
259 上海财经大学出版社
260 上海辞书出版社
261 上海大学出版社
262 上海古籍出版社
263 上海故事会文化传媒有限公司
264 上海画报出版社
265 上海锦绣文章出版社
266 上海科学技术文献出版社
267 上海科学普及出版社
268 上海人民出版社
269 上海三联书店
270 上海社会科学院出版社
271 上海世界图书出版公司
272 上海文化出版社
273 上海文艺出版社
274 上海译文出版社
275 上海远东出版社
277 沈阳出版社

278 生活·读书·新知三联书店
279 石油工业出版社
280 时代文艺出版社
281 时事出版社
282 世界图书北京分公司
283 世界图书出版公司
284 世界图书出版广东有限公司
285 世界知识出版社
286 首都经济贸易大学出版社
287 四川大学出版社
288 四川教育出版社
289 四川民族出版社
290 四川人民出版社
291 四川文艺出版社
292 台海出版社
293 太白文艺出版社
294 天地出版社
295 天津古籍出版社
296 天津教育出版社
297 天津科技翻译出版公司
298 天津科学技术出版社
299 天津人民出版社
300 天津社会科学院出版社
301 天马图书有限公司
302 天天出版社
303 同心出版社
304 团结出版社
305 外文出版社
306 外语教学与研究出版社
307 万卷出版公司
308 万盛
309 萬里機構出版有限公司
310 未来出版社
311 文化艺术出版社
312 文汇出版社
313 文心出版社
314 文艺编室
315 五洲传播出版社
316 武汉出版社
317 武汉大学出版社
318 西安出版社

319 西安电子科技大学出版社
320 西北大学出版社
321 西藏人民出版社
322 西南财经大学出版社
323 西南交通大学出版社
324 西南师范大学出版社
325 西苑出版社
326 现代出版社
327 线装书局
328 香港博益出版集團有限公司
329 香港教育圖書公司
330 香港中和出版有限公司
331 新华出版社
332 新疆美术摄影出版社
333 新疆青少年出版社
334 新疆人民出版社
335 新蕾出版社
336 新世纪出版社
337 新世界出版社
338 新星出版社
339 新雅文化事業有限公司
340 星球地图出版社
341 学林出版社
342 学习出版社
343 学苑出版社
344 延边大学出版社
345 延边教育出版社
346 延边人民出版社
347 研究出版社
348 羊城晚报出版社
349 阳光出版社
350 伊犁人民出版社
351 译林出版社
352 银声音像出版社
353 飲食天地出版社
354 印刷工业出版社
355 原子能出版社
356 圓方出版社（香港）有限公司
357 远方出版社
358 岳麓书社
359 樂聞出版有限公司

360 云南美术出版社
361 云南民族出版社
362 云南人民出版社
363 雲起文化出版公司
364 长安出版社
365 长城出版社
366 长春出版社
367 长江出版社
368 长江文艺出版社
369 长征出版社
370 浙江大学出版社
371 浙江工商大学出版社
372 浙江古籍出版社
373 浙江教育出版社
374 浙江科学技术出版社
375 浙江人民出版社
377 浙江摄影出版社
378 浙江文艺出版社
379 郑州大学出版社
380 知出版
381 知识产权出版社
382 知识出版社
383 中共党史出版社
384 中共中央党校出版社
385 中国标准出版社
386 中国财富出版社
387 中国财经政治出版社
388 中国财政经济出版社
389 中国城市出版社
390 中国传媒大学出版社
391 中国大百科全书出版社
392 中国大地出版社
393 中国档案出版社
394 中国地图出版社
395 中国电力出版社
396 中国电影出版社
397 中国对外翻译出版公司
398 中国发展出版社
399 中国纺织出版社
400 中国福利会出版社
401 中国妇女出版社

402 中国工人出版社
403 中国工商出版社
404 中国广播电视出版社
405 中国国际广播出版社
406 中国国际广播音像出版社
407 中国海关出版社
408 中国和平出版社
409 中国华侨出版社
410 中国画报出版社
411 中国环境科学出版社
412 中国建材工业出版社
413 中国经济出版社
414 中国科学技术出版社
415 中国科学文化音像出版社
416 中国林业出版社
417 中国旅游出版社
418 中国盲文出版社
419 中国民航出版社
420 中国民主法制出版社
421 中国民族摄影艺术出版社
422 中国农业出版社
423 中国青年出版社
424 中国轻工业出版社
425 中国人口出版社
426 中国人民大学出版社
427 中国人民公安大学出版社
428 中国人民解放军第四军医大学出版社
429 中国人事出版社
430 中国三峡出版社
431 中国商业出版社
432 中国少年儿童出版社
433 中国社会出版社
434 中国社会科学出版社
435 中国时代经济出版社
436 中国市场出版社
437 中国书店
438 中国书籍出版社
439 中国水利水电出版社
440 中国铁道出版社
441 中国文联出版公司
442 中国文联出版社

443 中国文史出版社
444 中国物质出版社
445 中国物资出版社
446 中国戏剧出版社
447 中国言实出版社
448 中国医药科技出版社
449 中国友谊出版公司
450 中国友谊出版社
451 中国宇航出版社
452 中国长安出版社
453 中国致公出版社
454 中国中医药出版社
455 中航传媒
456 中华工商联合出版社
457 中华书局
458 中華書局(香港)有限公司
459 中央编译出版社
460 中央广播电视大学出版社
461 中央民族大学出版社
462 中央文献出版社
463 中医古籍出版社
464 中原农民出版社
465 中州古籍出版社
466 重庆出版集团
467 重庆出版社
468 重庆大学出版社
469 珠海出版社
470 专业文化出版社(台湾)
471 紫禁城出版社
472 自由出版社
473 作家出版社

Appendix E:

Licensee Metadata Recommendations for CNPIEC Records and Title Lists

I. URLs for purchased titles (in the following preference order)

1. DOI links: these require the least maintenance. For examples:
<http://dx.doi.org/10.6140/AP.9789865663933> or <http://dx.doi.org/10.1007/978-0-387-48116-6>

By using DOI links the only server that needs maintenance is the DOI registry, all customers' servers are maintenance free. There is no need to notify your customers individually every time a URL is changed. For more information, see http://help.crossref.org/#how_do_dois_work.

2. Native URL with a persistent identifier (ID) for all customers. Note: For easy maintenance of URLs when the server is changed at a later time, this identifier can be also used as the DDA record number in MARC field 001 (see also section III.2. below).

For examples:

<http://onlinelibrary.wiley.com/book/10.1002/9781119067573>

<http://www.airitibooks.com/detail.aspx?PublicationID=P20130408376>

DO NOT use institution specific URL which works for only one customer such as:

<http://www.xxxx.com/uc/pub.mvc?pid=book.detail&metaid=m.20111219-ypt-889-0019>

II. Provide link resolution and discovery tool services for purchased title lists in KBART template (please contact campus liaison for the most up-to-date template).

Provide CDL/ [REDACTED] link service providers (e.g., OCLC, Ex Libris, and Serial Solutions), and UCs discovery tool providers (e.g., EBSCO, ProQuest, Ex Libris, etc.) with quality metadata that support Open URL linking and open discovery. The more accurate and comprehensive the metadata, the better are discovery and usage.

Link service provider contacts (contact campus liaison):

OCLC - kb-data@oclc.org

Ex Libris (SFX) - exlibrisdataservices@exlibrisgroup.com

III. Discovery or DDA MARC Records

1. Follow NISO's recommendations in "Demand driven acquisition of monographs," sections 6-7. A draft Chinese version can be available by request.
2. Provide OCLC numbers of existing full-level or brief vendor records whenever possible. If impossible to have an OCLC number for a title, add the prefix with alphabet(s) to 001 \$a followed by a UNIQUE and persistent identifier (can be ISBN/ISSN, a company identifier), for examples:

001__cnp9787308070720, 001__cnp40288ab647a3e80a0147a4abfe3a0893

001 __cnp201511_00001

The unique number should not duplicate with any other DDA records in CNPIEC databases. This number will serve as a matching or access point to retrieve, delete, update, and/or overlay the DDA records previously loaded to a local system (see also section I.2.).

3. Add one unique title hook in 793 for all the records loaded in the same batch / month for easier maintenance at a later time. In this way, one can easily delete the expired DDA records by the month or by the year they were distributed from CNPIEC. For examples:

793 0_ CNPIEC DDA 2015 Dec.

793 0_ CNPIEC DDA 2016 Jan.

4. Tags and fields should be constructed according to MARC 21 and RDA. Please see also the following reminders or requests:
 - Code 006 and 007 as follow:
006__m o d
 - 007__cr

 - Do not use the following fields:
 - =500 \\\$aRetrieval pattern: EBOOK platform of service.
 - =516 \\\$aText (Electronic book).
 - =533 \\\$aElectronic reproduction. \$b Beijing :\$c CNPIEC.

5. Romanization: Follow the New Chinese Romanization Guidelines (see <http://www.loc.gov/catdir/cpso/romanization/chinese.pdf>).

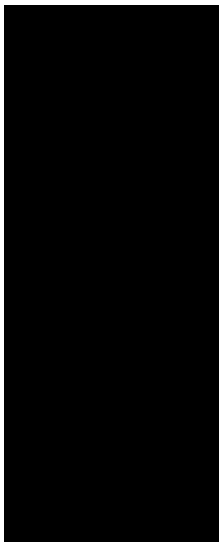
6. Encoding: All the characters including Chinese scripts should be in Unicode. Use UTF8 encoding instead of MARC-8.
 - Use “a” at the position 09 of MARC21 Leader (field =LDR), e.g., 01505nam a22002893i 4500
 - =066 \\\$c\$1 is not needed
 - Remove all the /\$1 or /{dollar}1 in 880s

Appendix F

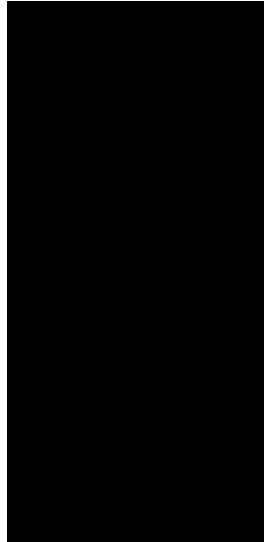
IP Addresses of the University of California Participating Campuses

Berkeley (UCB)

Range Start



Range End

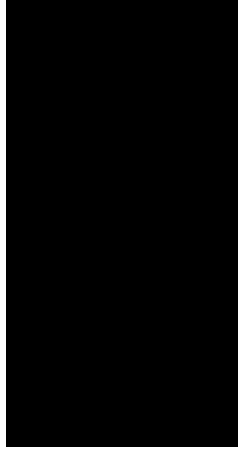


Lawrence Berkeley National Laboratory (LBL) -- may be included under UCB

Range Start

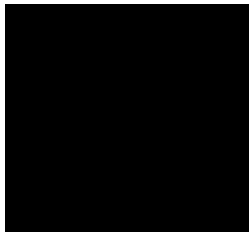


Range End

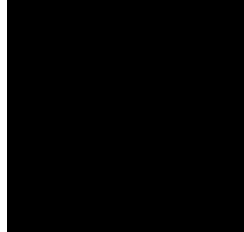


Davis (UCD)

Range Start

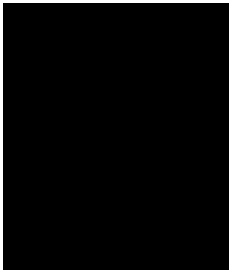


Range End

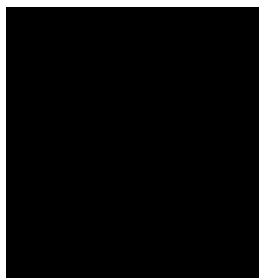


Irvine (UCI)

Range Start



Range End



Los Angeles (UCLA)

Range Start



Range End

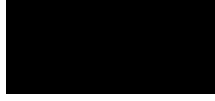


Merced (UCM)

Range Start

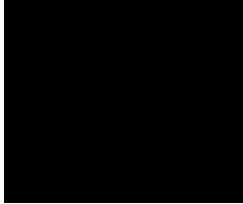


Range End

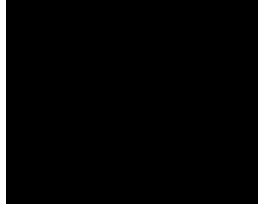


Office of the President (UCOP)

Range Start

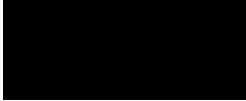


Range End

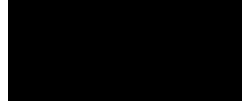


Riverside (UCR)

Range Start

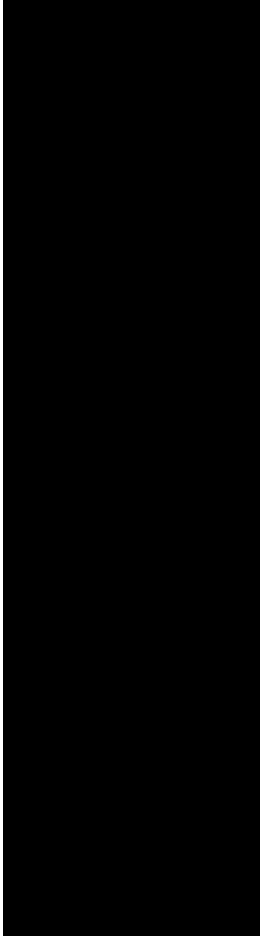


Range End

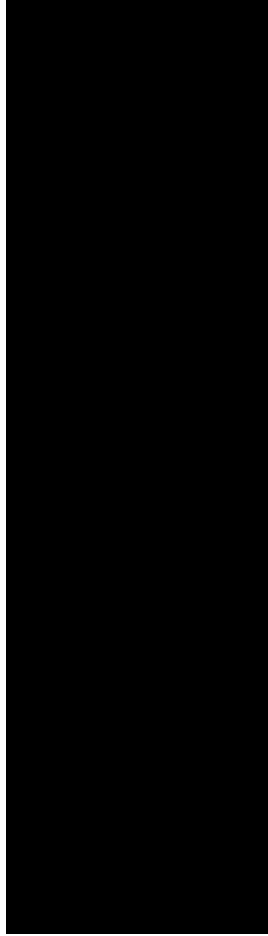


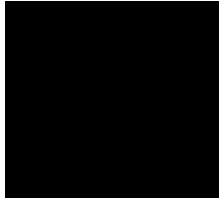
San Diego (UCSD)

Range Start



Range End





Santa Barbara (UCSB)

Range Start



Santa Cruz (UCSC)

Range Start



Range End



Range End

