

CONTINUING DONOR AGREEMENT FOR THE BUDDHIST DIGITAL RESOURCE CENTER DIGITAL COLLECTION PROJECT

Agreement dated Nov 8, 2016, between the Buddhist Digital Resource Center (“BDRC”), a 503(c) Massachusetts organization, and President and Fellows of Harvard College acting through the Harvard Library (“Harvard Library”).

BDRC hereby gives and transfers to Harvard Library a copy of the BDRC Digital Collection for long-term preservation and access. The BDRC Digital Collection includes digital images of BDRC’s collections of texts whether printed, or in manuscript, or born digital (hereinafter “texts”), and, where available, corresponding digital text files (collectively, the “Digital Copies”); all metadata, including outlines, in BDRC’s possession related to the Digital Copies (the “Metadata”); and the source code and object code for the BDRC digital library application (the “Code” and, together with the Digital Copies, and the Metadata, the “Deliverables”).

As BDRC acquires or obtains access to additional texts hereafter, BDRC will give and transfer to Harvard Library digital images of those texts and any corresponding text files that BDRC creates, as well as all metadata related to those texts. Upon completion of scanning and processing of those texts, BDRC will also, when possible, give and transfer the physical texts to Harvard Library (the “Texts”). For purposes of this Agreement, all such additional digital image and text files will be deemed to be part of the “Digital Copies”; all such additional metadata will be deemed to be part of the “Metadata”; and all of the foregoing, including the Texts, will be deemed to be part of the “Deliverables.”

Harvard Library agrees to pay any shipping costs related to the Deliverables.

BDRC hereby gives to Harvard Library, and agrees that Harvard Library will have, a free subscription to BDRC’s online offerings of the BDRC Digital Collection for as long as BDRC continues to make such offerings available. This subscription will allow access to BDRC’s online offerings to anyone who is generally permitted to access digital resources licensed by Harvard Library.

Following receipt of the Deliverables, Harvard Library will add the Digital Copies to its Digital Repository Service (the “DRS”). For as long as BDRC continues to offer online access to substantially all of the Digital Copies to Harvard Library and the general public (whether for free or through a subscription service), Harvard Library will restrict access to the Digital Copies to Harvard Library personnel and to other people, if any, who need access to develop, modify or maintain the system or the digital collection. If at any point BDRC no longer makes substantially all of the Digital Copies available to Harvard Library and the general public as described in the preceding sentence, Harvard Library may make any or all of the Digital Copies available to the public in any manner.

Subject to the preceding paragraph, to the extent that BDRC has any rights in the Digital Copies, BDRC hereby grants Harvard Library a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license to store, use, copy, distribute, display, perform and

otherwise disseminate and make available the Digital Copies, including any derivative works thereof, in any manner and all media now known or hereafter developed, and to authorize others to do the same, including, without limitation, making works available for research and scholarship, making copies for migration and archiving in a digital repository, and disseminating images through Harvard Library distribution channels.

BDRC has reviewed or will review the copyright status of the underlying work represented in each Digital Copy and will note in the Metadata for that Digital Copy if BDRC believes that the work is under copyright in the United States or elsewhere. BDRC also will cooperate with Harvard Library to provide such additional information pertaining to copyright determinations as Harvard Library may reasonably request from time to time.

BDRC represents that the Metadata were compiled or created by BDRC and that no one but BDRC has any intellectual property rights in the Metadata. To the extent that BDRC has any rights in the Metadata, BDRC hereby releases the Metadata under a CC0 Public Domain Dedication (<https://creativecommons.org/publicdomain/zero/1.0/>).

BDRC hereby gives and transfers the Code to Harvard Library under an Apache 2.0 license (see <http://www.apache.org/licenses/LICENSE-2.0>). BDRC represents that it has the right to grant the foregoing license to Harvard Library and that, to the best of BDRC's knowledge, the Code consists only of code that it developed and owns or open source code licensed under terms compatible with the Apache 2.0 license. As BDRC modifies and updates the Code in its possession, BDRC will provide copies of those modifications and updates to Harvard Library under the same license.

BDRC represents that BDRC is the sole owner of the entire tangible property interest in the Deliverables, free and clear of liens and adverse claims; that BDRC has the full right and authority to give and transfer of all such interest in the Deliverables in accordance with this Agreement, and to grant the licenses granted under this Agreement; and that neither such gift and transfer nor such licenses do or will violate or conflict with any other obligation to which BDRC is bound or any law of which it is aware.

Wherever feasible, Harvard Library will include a credit line to the following effect in the catalog records and in connection with the publication and other usage of the Digital Copies:

Provided by the Buddhist Digital Resource Center

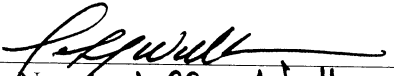
Except as the parties may otherwise agree in writing, any other digital collections that BDRC may, from time to time, donate for inclusion in the collections of the Harvard Library shall be governed by the same terms expressed above.

Either party shall have the right to terminate this Agreement for any reason upon written notice to the other. Upon termination of this Agreement, all obligations of the parties with respect to future transfers of Deliverables shall cease. Any Deliverables that have already been transferred to Harvard Library shall continue to be governed by the terms of this Agreement.

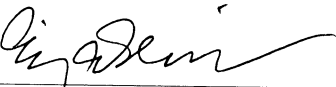
This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (excluding conflict of laws rules).

This Agreement contains and constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments, and writings in connection herewith. This Agreement may be amended or modified only by an agreement in writing, signed by each of the parties hereto.

BUDDHIST DIGITAL RESOURCE CENTER

By: 
Name: Jeffrey Wallman
Title: Executive Director

PRESIDENT AND FELLOWS OF HARVARD COLLEGE
acting through the Harvard Library

By: 
Name: Elizabeth E. Kirk
Title: Associate University Librarian for
Scholarly Resources

