Agreement
For
Wen Pulin Archive of Chinese Avant-garde Art

Upon the principle of friendly collaboration (valuable consideration and mutual promises), the following agreement (hereinafter referred to as the "Agreement") is made and entered into as of the _____ day of _July 2_/2007, by and between Mr. Pulin Wen (hereinafter referred to as the "Owner") and Mr. Jim Cheng, representative/contact person of the University of California, San Diego Libraries (hereinafter referred to as the "Library").

1. The Owner and the Library both agree to make available the Wen Pulin Archive of Chinese Avant-garde Art (hereinafter referred to as the "Archive") at the <u>UCSD Libraries.</u>

2. The Owner shall provide the Library a full set of original moving image materials on Chinese Avant-garde Art in 137 DVDs as part of the Archive.

3. The Library shall pay the Owner a one time fee in the amount of ▇▇▇▇▇▇▇▇▇▇▇ (▇▇▇▇▇▇) for the acquisition of the set of 137 DVDs of the "Wen Pulin Archive of Chinese Avant-garde Art."

4. The Library agrees that use of the Archive by the Library will be limited to academic research and educational use, and not be used for any commercial purpose. The Library may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international copyright laws.

5. The Owner shall own the full copyright of the Archive which shall include but not be limited to any tangible and intangible intellectual properties of films, images, and their by-products, but hereby licenses the Archive to UCSD for the purposes contemplated in this Agreement.

6. The Owner shall agree and authorize the Library to digitize the Archive and permanently store the digitized surrogate in the UCSD Digital Asset Management System or any other asset management system used by UCSD to house its collections ("Asset Management System").

7. The Library shall agree/promise that the digitized surrogate of the Archive (stored in the Asset Management System) shall be accessed only for research purposes.

8. The library shall provide the Owner a copy of the digitized Archive unconditionally upon the Owner's demand.

9. The Owner's direct relatives and authorized agent(s) shall have rights to ask the Library to provide a copy of the digitized Archive by agreeing to pay the reproduction processing cost.

10. No other party, beside the Owner, the Library, and persons listed in #9, shall have right to reproduce the digitized Archive.

11. The Owner and the Library shall agree that if there is intention of any additional collaboration based on and for the enrichment of the Archive, a separate agreement shall be established and agreed to in writing by both parties.

12. The Agreement shall be in both Chinese and English version with two copies of each. The Owner and the Library shall have a copy of each version, effective as of the signing date. Both versions shall have the same full legal force and effect. If there is a discrepancy between the two versions, the decision shall be based on the Chinese version.

13. In the event 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 are not affected by the dispute. 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.

14. 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.

Signature: _____

Owner: Mr. Pulin Wen

Address: ████████████████████

Phone: ████████████████████

Email: ████████████████████

Signature. _____

Library: Mr. Jim Cheng (Lib rep.)

Address: ████████████████████

U.S.A.

Phone: ████████

Email: ████████████