

## **The HistoryMakers Digital Archive**

### **Attachment A: Digital Archive Licensing Subscription Term and Amount**

### **Attachment B: Additional Sites/Member Libraries Schedule**

This License Agreement, along with any schedules or attachments (the “Agreement”), is made effective as of \_\_\_\_\_, 20\_\_ (the “Effective Date”) between *The HistoryMakers* (the “Licensor”) and: \_\_\_\_\_ (the “Licensee”). Licensee agrees to abide by the terms of this Agreement.

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Subject to the terms of this Agreement, Licensor” hereby grants Licensee a non-exclusive, non-transferable license to access and use *The HistoryMakers Digital Archive*(hereinafter referred to as the “Product”) solely at Licensee’s principal location and those locations listed on the *Attachment B: Additional Sites/Member Libraries Schedule*. This License is granted to Licensee at Licensee’s institutional location(s) for both remote and on-site access. Such access and use of the Licensed Works shall be subject to Fair Use and nothing in this Agreement shall limit the Authorized Users’ rights to make Fair Use of the Licensed Works.

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b. Access and Authentication. Licensor will provide the Licensee and its Authorized Users with access to the Product pursuant to the terms, conditions, and specifications set forth in this Agreement. Licensor will use reasonable efforts to provide authentication methods that conform to current industry standards, and will cooperate with Licensee in the implementation of new authentication protocols and procedures as they are developed during the term of this Agreement.

- Proxy servers;
- Passwords;
- Public keys or certificates;
- Shibboleth; and
- Developing protocols not yet developed or tested at the time of Agreement signing.

c. Updates. Licensor will announce any substantial additions, deletions or modifications of information, databases, materials, capabilities or services within the Product on its electronic mailing list service. These shall be subject to the terms and conditions of this Agreement at the time they are added to the Product, but shall not materially alter Licensee's use of the Product.

## **7. Fees and Payments**

Licensee shall pay Licensor for the Licensed Materials or its designated agent pursuant to the terms set forth in Attachment A, which is attached hereto. Licensor or its designated agent shall provide Licensee with a price list for all Licensed Materials no less than [sixty (60)] days prior to the end of the current subscription term.

Firm U.S. Government orders require a valid purchase order and advance payment or payment in accordance with FAR 52.213.2.

Licensee will remit to the Center for Research Libraries (CRL), located at 6050 N. Kenwood Avenue, Chicago, Illinois, 60637-2084, the payment described in this agreement. The Licensee agrees to abide by the payment terms stated in all CRL invoices for the Licensee's subscription made under this agreement.

## **8. Term and Termination**

a. Term. For subscription-based Product, the term of Licensee's rights and access shall continue from the Start Date until the Expiration Date as are listed on Attachment A or an accepted purchase order for the Product, plus any renewal term(s) agreed to. This Agreement shall continue in force for the duration of that subscription term.

b. Termination for Breach. If a party breaches any material term of this Agreement and does not cure the breach after 30 days written notice, this Agreement may immediately be terminated in whole or as to the Product. In the event the license granted under this agreement is terminated Licensee shall immediately disable the Product in Licensee's possession. This includes the destruction of any CD-ROMs, FTP databases or any software derived from the Product as well as any downloaded copies retrieved from the Product. In addition, The Licensor reserves the right to pursue any other legal remedy available to it.

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## **9. Privacy**

The Licensor makes no representation as to whether any federal, state or local laws may regulate Licensee's administration of Authorized Users' access to the Product or require Licensee to obtain consent from any Authorized User (or, in the case of minors, the parent or guardian of such user).

## **10. Access and Use**

a. Licensee is responsible for local telecommunication connections if they are needed and any related third party charges.

b. The Licensor may seek to assist Licensee from time to time regarding hardware and software compatibility with the Product, however THE LICENSOR SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR DETERMINING THE COMPATIBILITY OF ANY HARDWARE OR SOFTWARE NOT SUPPLIED BY LICENSOR WITH THE PRODUCT AND PROVIDES NO WARRANTY WITH RESPECT TO THE OPERATION OF SUCH HARDWARE OR SOFTWARE WITH THE PRODUCT.

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## **12. Limited Warranty and Disclaimer of Warranty.**

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### **14. Miscellaneous**

- a. Assignment. Licensee may not assign this Agreement or any right granted hereunder without the prior written consent of Licensor, which consent shall not unreasonably be withheld.
- b. Taxes. Except to the extent that Licensee is tax-exempt as to the tax in question, Licensee are responsible for any sales, use, VAT, personal property or other local taxes or import duties imposed on the Product.
- c. Waiver. Failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision.
- d. 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, acts of terrorism and/or any other cause beyond the reasonable control of the party whose performance is affected.

e. Interruption of On-line Product. Neither Licensor nor its licensors shall be liable or deemed in default of this Agreement for any failure or delay or interruption in the on-line Product or any failure of any equipment or telecommunications resulting from any cause or circumstance beyond the reasonable control of Licensor.

f. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes any and all previous and contemporaneous understandings or agreements between the parties with respect to the same subject matter and may not be amended, except in a writing signed by the parties. The terms of Licensee's Purchase Order, if any, are for Licensee's convenience and do not supersede any term or condition of this Agreement.

g. Severability. If any provision of this Agreement is found invalid or unenforceable pursuant to a decree or decision of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.

## SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the Effective Date.

Authorization by Customer (Licensee):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_\_\_

Authorization by *The HistoryMakers* (Licensor):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_\_\_

## **The HistoryMakers Digital Archive**

### **Attachment A: Digital Archive Licensing Subscription Period and Pricing**

Licensee will remit to the Center for Research Libraries (CRL), located at 6050 N. Kenwood Avenue, Chicago, Illinois, 60637-2084, the payment described in this agreement. The Licensee agrees to abide by the payment terms stated in all CRL invoices for the Licensee's subscription made under this agreement.

#### **Agreement Terms:**

A 15% discount will be applied to institutions that commit to subscribe for 3 years or more. This commitment is made in Attachment A of the Subscriber License Agreement in the "Agreement Terms" field above.

Subscription Price: \$ \_\_\_\_\_ per annum

Licensing Fee is based upon the [number] FTEs. If the number of FTEs increases, then the fee will be revised at the end of the current agreement terms.

The annual subscription period is July 1-June 30, and Licensee can initiate a subscription on the first of any month during the year and will be pro-rated for the remainder of the year. A minimum of one annual subscription period (1 year) is required.

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**Attachment B: Additional Sites/Member Libraries Schedule**

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