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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Licensee’s use of the Product.

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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
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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
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   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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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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