

# License for Use of Reproduction

## Trinity University Coates Library Special Collections and Archives

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10. Additional conditions or exceptions to the above requirements:

#### A. Indemnification

Applicant acknowledges that it is his or her responsibility to be aware of and to conform to the laws of libel, privacy, publicity, trademark and copyright.

In all instances, the applicant agrees to indemnify, defend and hold harmless Trinity University Special Collections and Archives, Trinity University and its trustees, officers, agents, employees, guests and contractors from and against any and all liabilities, claims, demands, expenses or costs, including attorneys' fees (collectively "Claims"), arising out of or resulting from (i) the use of the item(s) requested, (ii) any breach by the Applicant of the Applicant's obligations or representations and warranties under this Agreement, (iii) the acts or omissions of the Applicant or any of its suppliers, officers, employees, agents, guests, affiliates, or contractors with respect to the provisions of this Agreement, (iv) any actual or alleged violation, misappropriation, or infringement upon the patent, copyright, trademark, trade dress, trade secret, or other intellectual property rights or moral rights of a third party (an "Infringement"), (v) any violation of an individual or entity's right to privacy, and (vi) any use of the requested item(s) which is alleged to be libelous. In no event will Trinity University Special Collections and Archives, Trinity University, its trustees, officers, agents, employees, guests and contractors be liable to the Applicant or any other person or entity for payment of any consequential, incidental, punitive or other special damages arising from a failure to perform its obligations under this Agreement, including but not limited to lost profits.

## B. Termination

### 1. Termination without Cause.

This Agreement may be terminated upon the mutual written consent of the Applicant and Trinity University Special Collections and Archives.

Notwithstanding any provision of this Agreement to the contrary, Trinity University Special Collections and Archives may terminate this Agreement without cause and without penalty, at any time, upon at least thirty (30) days prior written notice to the Applicant.

### 2. Termination for Cause.

Trinity University Special Collections and Archives may terminate this

Agreement at any time, effective immediately upon written notice to the Applicant, if (i) the Applicant defaults in their duties or obligations under this Agreement, (ii) Trinity University Special Collections and Archives develops a good faith concern that any provision of the Agreement, or implementation thereof, violates any law, regulation or other applicable authority, or (iii) Trinity University Special Collections and Archives develops a good faith concern that an act or omission by the Applicant is, or could become, a detriment to the University.

3. **Effect of Termination.**

The termination of the Agreement for any reason shall not affect any right, obligation or liability which has accrued under this Agreement on or before the effective date of such termination. Upon termination of this Agreement for any reason, Applicant will fully cooperate with Trinity University Special Collections and Archives and return all items or reproductions of items belonging to Trinity University Special Collections and Archives, including all copies of the same, whether physical or electronic.

**C. No Infringement or Misappropriation**

Applicant represents and warrants that the use of any holdings of the Trinity University Special Collections and Archives by the Applicant, its suppliers, officers, employees, agents, guests, affiliates, or contractors with respect to the provisions of this Agreement will not infringe or misappropriate the intellectual property rights including, without limitation, any patent, trademark, copyright, mask right, trade secret or proprietary know-how of others. The Applicant also represents that they are not bound by any agreement that would be violated by Applicant's request for the permission to publish items or reproductions of items from Trinity University Special Collections and Archives.

#### D. Inherent Risk

The Applicant acknowledges and agrees that they are cognizant of, and shall bear all risk of loss or damage related to, all the inherent dangers and risks relating to the provisions of this Agreement.

#### E. Compliance with Law

The Applicant will perform their obligations under this Agreement in compliance with all applicable laws, regulations, ordinances and rules, including, but not limited to, the Trinity University regulations.

#### F. Compliance with University Policies

Applicant shall, and shall cause its suppliers, officers, employees, agents, guests, affiliates, or contractors to, at all times, comply with all policies, rules and written or unwritten directives of Trinity University.

#### G. Permits, Licenses, etc.

Applicant shall secure, pay for and comply with all permits, licenses and approvals, necessary for proper execution of this Agreement. Applicant shall provide copies of any permits, licenses or approvals to Trinity University, upon request by Trinity University.

#### H. Severability

If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provisions this Agreement, which other provisions shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be canceled.

## I. Subcontracting and Assignment

The request to publish items or reproductions of items from Trinity University Special Collections and Archives hereunder is personal to Applicant and Applicant shall not assign, transfer, or delegate any of their rights, interest or obligations under this Agreement including a subcontract, without Trinity University Special Collections and Archives' prior written consent, which may be granted or withheld in the sole and absolute discretion of Trinity University Special Collections and Archives. Applicant shall also not collaterally assign this Agreement without prior written consent of Trinity University Special Collections and Archives, which may be granted or withheld in the sole and absolute discretion of Trinity University Special Collections and Archives.

## J. Entire Agreement

This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

## K. Governing Law and Venue

This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each of the parties hereby consents to the jurisdiction of the state and federal courts in the State of Texas. Venue for its enforcement shall be in Bexar County, Texas.

Signatures required on following page.

## ENDORSEMENTS:

By signing this application, I accept personally and on behalf of any organization I represent the conditions set forth above.

Sign Here: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

When signed by an authorized agent of Trinity University Special Collections and Archives, this form constitutes permission for reproduction as outlined in this application.

Sign Here: \_\_\_\_\_

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

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