# Digital Rights License Agreement

This license agreement along with any schedules or attachments (the “Agreement”), is made effective as of **[enter date]** (the “Effective Date”) between **[enter publisher’s official corporate name**, **street address**, **city, state, postal code, and country**] (the “Licensor”) and the **\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*** (the “Licensee”).

In consideration of the mutual promises this Agreement contains, the Licensor and Licensee agree as follows:

# 1. GRANT OF LICENSE

1.1 **Grant of License**. The Licensor grants to the Licensee a non-exclusive, irrevocable license to digitize the Licensed Materials for display or exhibition, and to stream, display, perform, or exhibit the Licensed Materials for immediate viewing or temporarily cache for subsequent viewing in a closed synchronous/asynchronous delivery system in accordance with the terms of this Agreement. This Agreement shall apply to all current and future titles held by the Licensor. The Licensed Materials will be identified on invoices generated by the Licensor.

## 2. AUTHORIZED USERS

2.1 **Authorized Users**.The Licensor and Licensee define “Authorized Users” as the following:

a. The Licensee’s full-time and part-time students, regardless of their physical location;

b. The Licensee’s full-time and part-time employees (including faculty, staff, affiliated researchers, and independent contractors), regardless of their physical location;

c. Other valid ID holders; and

d. Patrons not affiliated with Licensee, who are physically present at Licensee’s site(s) (“Walk-ins”).

## 3. ACCESS

3.1 **Access and Authentication**. The Licensee may stream, display, perform, or exhibit the Licensed Materials on a single computer or local area network (LAN), wide area network (WAN), closed circuit system, or a password-protected website. The Licensee agrees to take reasonable measures to prevent unauthorized access to the Licensed Materials, and to act in accordance with U.S. copyright laws.

4**. TERM AND TERMINATION**

4.1 **Term.** The term of this Agreement shall be in perpetuity, beginning on the date of final signature. **[Adjust as needed]**

4.2 **Termination for Breach***.* If either party believes that the other has materially breached any obligations under this Agreement, such party shall notify the other party of the alleged breach in writing. If a material breach has occurred, the breaching party shall have **30 days** from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within **30 days**, the non-breaching party shall have the right to terminate the Agreement without further notice.

## 5. ALTERNATIVE DISPUTE RESOLUTION (ADR)

## 5.1 Alternative Dispute Resolution. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to resolve disputes arising hereunder.

## 6. GOVERNING LAW

## 6.1 Governing Law and Venue. This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of \*\*\*\*, without regard to its conflict of laws rules. The federal or state courts located in \*\*\* County, \*\*\*, shall have jurisdiction to hear any dispute under this Agreement.

**7.** **AMENDMENT**

7.1 **Amendment.** No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

**8.** **SEVERABILITY**

8.1 **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**9. DISABILITY COMPLIANCE**

9.1 **Disability Compliance.** The Licensor shall make reasonable efforts to ensure that the Licensed Materials comply with the Americans with Disabilities Act (ADA), the Americans with Disabilities Amendments Act (ADAAA) and Sections 504 and 508 of the Rehabilitation Act, as amended, and shall provide the Licensee with a current, completed Voluntary Product Accessibility Template (VPAT).  In the event that the Licensed Materials are not compliant with federal standards of accessibility, the Licensee shall have right to modify or copy the Licensed Materials in order to make them useable for Authorized Users.

## SIGNATURES

**Licensor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

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

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

**Licensee:**

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

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

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

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