

# GENERAL PUBLICATION AGREEMENT



2022

Permission is granted for the **NON-EXCLUSIVE USE** of the following items:

- [Redacted]

Permission is granted conditional to receipt of use fee. **Any subsequent use of this item *may* require ADDITIONAL LICENSING AND FEE.**

THIS AGREEMENT is made between the Board of Regents of the University of Oklahoma by [Redacted] through the Carl Albert Center Archives, hereinafter referred to as the "Center" and/herinafter called "Requestor." Whereas Requestor wishes to publish specified items from the University ("Materials") and the Center is willing to provide a digital replication of the item to the Requestor on the conditions set forth in the "Terms and Conditions" attached here-to and incorporated herein. The parties agree as follows:

1. **Identification of requested items:** [Redacted]
2. **Purpose of Publication:** [Redacted]
3. **Fee:** [Redacted]

**CENTER REPRESENTATIVE:**

**REQUESTOR/AUTHOR:**

\_\_\_\_\_  
JA Pryse (Date)  
Curator/Archivist

\_\_\_\_\_  
(Signature) (Date)  
Print Name: [Redacted]  
Email: [Redacted]

## GENERAL TERMS AND CONDITIONS

**Purpose of Use.** The **Requestor** agrees that the **Materials** identified above shall be used exclusively for the specified purpose. Any other use is strictly prohibited.

**Authority.** The undersigned for **Requestor** represent and warrants (s)he is authorized to execute this Agreement on **the Requestor's** behalf and that the Agreement is enforceable in accordance with its terms and conditions.

**Liability.** **The Requestor** shall exercise the utmost care in protecting the **Materials** from unauthorized use.

**Assignment.** This Agreement may not be assigned by **the Requestor** without the prior written consent of **the Center** and any attempt to do so shall be void.

**Source Credit.** **The Requestor** agrees to give source credits for use of materials in the production/publication. Such credits shall include and list appropriately "**The Carl Albert Center**, the University of Oklahoma."

**Limitation of Use.** With the exception of duplication necessary for processing the **Materials** for use in the specified production or publication (for which permission from the copyright holder must be obtained by **the Requestor**), shall not duplicate, copy, upload, or post to the internet, distribute, loan, give, sell, or otherwise transfer the **Materials** or any part thereof to any other medium, person or entity. **The Center** shall observe all lawful Donor restrictions.

**Governing Law.** The laws of the State of Oklahoma, *without* its choice of law provisions, shall govern this Agreement and any legal action in connection herewith shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue **the Requestor** expressly agrees.

**Violation of Conditions.** **The Requestor** acknowledges and agrees that violation of any of the terms and conditions of the agreement shall result in immediate termination of the agreement, and **the Requestor** shall cease all use of the **Materials**.

**Entirety.** This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof and may not be amended or modified except by a written agreement executed by both parties.