

# PUBLICATION AGREEMENT



2023

Permission is granted for **ONE TIME NON-EXCLUSIVE USE** of the following POLITICAL AD:

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

THIS AGREEMENT is made between the Board of Regents of the University of Oklahoma and

through its Kanter Collection, hereinafter referred to as "University" and/hereinafter called "Borrower." Whereas Borrower wishes to borrow specified items from the University ("Materials") and University is willing to loan them to Borrower on the conditions set forth in the "Terms and Conditions" attached here-to and incorporated herein. Now therefore in consideration of the promises and conditions contained herein, the parties agree as follows:

**1. Identification of Borrowed Items:**

**2. Purpose of Loan:**

**3. Fee:**

**4. Term:**

The term of the loan shall commence upon receipt and the link will expire thirty days later but may be extended with the written consent of University.

**UNIVERSITY:**

**BORROWER:**

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

\_\_\_\_\_  
(Signature) (Date)

Print Name:

Email:

## GENERAL TERMS AND CONDITIONS

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

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

**Liability.** Borrower shall exercise the utmost care in protecting the loaned Materials from unauthorized use.

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

**Source Credit.** Borrower agrees to give source credits for use of materials in the production/publication. Such credits shall include and list appropriately "Kanter Collection, the University of Oklahoma." Except as stated herein, Borrower will not use the name of the Julian P. Kanter Political Commercial Archive, the Political Communication Center, or the University of Oklahoma in connection with its production, distribution, advertising, or publicizing without the written consent of the University.

**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 Borrower), Borrower 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. University shall observe all lawful Donor restrictions.

**No Warranty.** University extends no warranties of any kind, either express or implied, and assumes no responsibility for the ability of Borrower to use Materials, or the quality or performance of said Materials.

**Indemnification.** Borrower agrees to and does hereby indemnify, defend and hold harmless University, its Regents, employees and agents from any and all liability for any claims, demands, suits, losses, damages, actions, or fees (including attorney's fees) of any kind whatever, caused by or arising out of Borrower's use of any Materials provided herein, including without limitation, claims of copyright infringement.

**Copyright Disclaimer.** It is expressly understood by the Borrower that while University owns the Materials, it does not own the copyright in the Materials and for purposes of this Agreement, expressly disclaims any copyright right in and to said Materials. Borrower hereby agrees to assume full responsibility for acquiring all necessary copyright authorizations for Borrower's use of the content of these Materials from the proper copyright holders and such other entities as may be required.

**Governing Law.** The laws of the State of Oklahoma, *sans* 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 Borrower expressly agrees.

**Use Policy.** It is the policy of the University that the Materials not be used so as to bring disrespect, ridicule or public obloquy upon the candidates or producers of the Materials.

**Endorsement.** The use of reproductions of Materials from the Archive's collection does not imply that the Kanter Collection, the Political Communication Center, or the University of Oklahoma endorse any product, enterprise, expressed opinions, or confirm the accuracy of any content in any publication, production, broadcast, website, or any other product in which such reproductions are used or cited.

**Violation of Conditions.** Borrower acknowledges and agrees that violation of any of the terms and conditions of the loan agreement shall result in immediate termination of the agreement, and Borrower 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.