# HISTORICAL MATERIALS LICENSE AGREEMENT



Minnesota Discovery Center 1005 Discovery Drive Chisholm, MN 55719 (218) 254-7959 (800) 372-6437 (218) 254-7971 Fax

THIS AGREEMENT is made **Date**, by and between **Person/Institution** ("Licensee"), whose address is **Street Address**, and **Ironworld Development Corporation**, whose address is 1005 Discovery Drive, Chisholm, MN 55719 ("Licensor") in regard to the use of certain material(s) as described herein.

Description of Material(s): The (#) **photographs** requested from the **Collection Name** (accession #) are listed below. The image(s) should be credited to the Iron Range Research Center.

Qty	Media	Citation
1	JPEG/TIFF	["Photo title," date (accession no. & object ID)]

Herein after to be referred to as "Materials."

NOW THEREFORE, the parties intended to be legally bound mutually agree as follows:

# 1. LICENSE

In accordance with Minn. Stat. § 298.22, Licensor hereby grants Licensee the non-exclusive right to one-time use of the Material or parts thereof, for use in BLANK PROJECT, which may be edited as desired and used in whole or in part. The term of this Agreement shall commence upon execution of this Agreement by both parties. As between the parties, Licensor shall own and retain all rights, title, and interest in and to the Material.

## 2. FEE

In exchange for all rights granted and services and materials provided hereunder, Licensee shall pay Licensor the total sum of \$00.00 ("Fee") within ten (10) business days following execution of this Agreement by both parties. Licensee shall provide licensor one (1) copy of the publication in which **photos** are to appear at no cost to the licensor.

# 3. <u>ENTIRE AGREEMENT AND AMENDMENT</u>

This Agreement supersedes all previous and contemporaneous oral negotiations, commitments, writings and understandings between the parties concerning the matters in this Agreement. This Agreement may be modified or amended only by a written amendment signed by both Licensee and Licensor.

#### 4. GOVERNING LAW

This Agreement is entered into within the State of Minnesota and shall be governed and construed in accordance with Minnesota law as if this Agreement were to be fully performed within the State of Minnesota without giving effect to principles of conflicts of laws. The parties agree to submit solely and exclusively to the jurisdiction of the state and federal courts of the State of Minnesota to resolve any disputes arising hereunder.

# 5. LICENSOR TO BE HELD HARMLESS

Licensor shall not be liable for any suits, actions or claims of any character for damage made by, or on behalf of any person or persons, firm or corporation, arising out of the conduct, management or use of the Material by the Licensee. Licensee shall indemnify Licensor and hold it harmless from any and all such losses, suits, actions, or claims.

## 6. DEFAULT.

If the Licensee fails to pay the fee for the use of the Licensed Material as provided above or, to perform any other duty or responsibility specified above, and such condition is not remedied immediately in response to notice thereof by Licensor's Authorized Agent, this License shall immediately terminate upon written notice thereof being given to a Licensee personally or by facsimile transmission or delivery to Licensee in the manner specified below in regard to other Notices.

## 7. WAIVER OF COVENANTS.

The failure of Licensor to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this License Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but Licensee's obligation with respect to such future performance shall continue in full force and effect.

# 8. NOTICES.

Any notice or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail, and addressed to the other party at the address set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated as of the date of mailing if a facsimile copy is transmitted to the other party substantially simultaneously with depositing the same in the mail, or, if facsimile transmission is not made, within forty-eight (48) hours from the time of mailing if mailed as provided in this section.

The addresses of the parties to this License Agreement are as follows:

As to Licensor:	ATTN:	Ironworld Dev	velopment	Corporation
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1005 Discovery Drive Chisholm, MN 55719 (218) 254-7959 Fax (218) 254-7972

As to Licensee: ATTN: NAME

**AFFILIATED INSTITUTION** 

**ADDRESS** 

**TELEPHONE NUMBER** 

**EMAIL** 

				Title	
	Archivist	Date	· <del>-</del>	Name	Date
Ву			Ву		
	LICENSOR: IRONWORLD DEVELOPMENT CORP.		LICENSEE:		
	ACCEPTED AND AGREED:				