



Special Collections and Archives  
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## License for Use of Reproduction

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Nature and purpose of use. Include format (book, article, etc.), method of distribution, and proposed date of publication or display.

### **Conditions of Use**

1. All requests to publish items or reproductions of items from Trinity University Special Collections and Archives' holdings must be submitted on this application. The applicant agrees to abide by all terms, conditions, and provisions of this agreement.
2. Permission for reproduction is granted only when this application is countersigned by a representative of Trinity University Special Collections and Archives. Permission for reproduction is limited to the applicant and is nontransferable.
3. Permission for reproduction is granted only for the expressed purpose described in this application. Permission is granted for one-time, non-exclusive, world-wide rights in the medium specified. This agreement applies to the project specified in this agreement, and this project only.

4. Permission is granted only for one edition of a publication (defined as any number of reprintings whereby the text remains essentially unchanged), or to a single video, digital, television, or film production for the life of the production with unlimited rebroadcasts.
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6. In addition to the permission of Trinity University Special Collections and Archives, additional permissions may be required. Those permissions may include, but are not limited to:

**A. Copyright:**

In cases of works subject to the 1976 Copyright Law or the 1991 Visual Artists Rights Act, written permission must be secured by the applicant from the artist, his/her agent, or the copyright owner and provided to Trinity University Special Collections and Archives before a photograph of the artwork will be released.

**NOTICE CONCERNING COPYRIGHT RESTRICTIONS**

The copyright law of the United States (Title 17, USC) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, archives and libraries are authorized to furnish a photocopy or reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement. This institution reserves the right to refuse a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.

**B. Owner of Original:**

In instances where Trinity University Special Collections and Archives holds only a reproduction, the written permission of the owner of the original is required.

It is the responsibility of the applicant to obtain permission to publish reproductions from the owner of copyright (the institution, the creator of the record, the author, or his/her transferees, heirs, legatees, or literary executors). Trinity University Special Collections and Archives will aid the applicant in contacting individuals pertaining to permissions by providing addresses when available. However, Trinity University Special Collections and Archives does not warranty the accuracy of that information and shall not be responsible for any inaccurate information.

In instances where the individual or organization who may grant permission cannot be contacted, Trinity University Special Collections and Archives may consider granting permission for reproduction based on the applicant's evidence of a good faith effort to obtain contact with the appropriate individual. However, Trinity University Special Collections and Archives assumes no responsibility for infraction of copyright laws, invasion of privacy, or any other improper or illegal use that may arise from reproduction of any image.

### **C. Privacy:**

An individual depicted in a reproduction has privacy rights as outlined in Title 45 CFR Section 46 ("Protection of Human Subjects"). Trinity University Special Collections and Archives reserves the right to require a release from individuals whose privacy may be violated by the publication of this image. Trinity University Special Collections and Archives extends the rights of privacy to include ceremonial objects and rites of cultural groups and requires the permission of that group before releasing reproductions. Trinity University Special Collections and Archives requires the permission of the group if images of that group will be used in a religious context.

7. All reproductions must include the name of Trinity University Special Collections and Archives in a caption or credit. Trinity University Special Collections and Archives may also require that the artist, the title of the work, and the object's catalog number appear in the caption or credit as well. Credits should appear in close proximity to the image or in a special section devoted to credits. However, reproductions distributed electronically must contain the credit or caption as part of the image. When permission is granted to disseminate reproductions electronically, Trinity University Special Collections and Archives reserves the right to require an electronic watermark or other identifying code within the scanned file.
8. Unless approved in advance by Trinity University Special Collections and Archives, each image **MUST** be reproduced unaltered and in its entirety; the image must not be cropped, overprinted, printed on color stock, or bleed off the page. Trinity University Special Collections and Archives reserves the right to examine proofs and captions for accuracy and sensitivity prior to publication with the right to revise if necessary. Trinity University Special Collections and Archives reserves the right to refuse any request and to impose such conditions as it may deem advisable in the best interests of Trinity University Special Collections and Archives.

If permission is granted to distribute an electronic copy of an image, the distributed copy shall not exceed a display or print resolution of greater than VGA screen resolution (72 dots per inch or 640×480 pixels).

9. The applicant agrees to send Trinity University Special Collections and Archives one copy of the work containing the reproduction at no charge. All expenses for shipping and handling are to be borne by the applicant.
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.

**ENDORSEMENTS:**

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

Signature \_\_\_\_\_ 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.

Signature \_\_\_\_\_ Date \_\_\_\_\_

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