



# THE PORTAL TO TEXAS HISTORY

*Embark on a Voyage of Discovery*

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between:

**Fort Bend County, Texas** ("Institution"), notices for whom should be sent to the address shown below or to such address as Institution may inform UNT of in writing;

Fort Bend County Libraries  
Attn: County Librarian  
1001 Golfview Drive  
Richmond, Texas 77469

with a copy to:

Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

and the University of North Texas ("UNT"), with offices at Willis Library, Room 370, 1516 West Highland Street, Denton, TX 76201. Notices for the UNT Libraries' Portal to Texas History<sup>SM</sup> should be sent to UNT Libraries, Attn: Digital Projects Unit, 1155 Union Circle # 305190, Denton, TX 76203-5190.

WHEREAS, UNT has a repository of digital information ("The Portal to Texas History<sup>SM</sup>") in which participating institutions shall contribute historical materials, and UNT has agreed to store and deliver this information to Public, and

WHEREAS, Institution desires to contribute materials to the Portal to Texas History<sup>SM</sup>,

NOW, THEREFORE, the parties agree as follows:

1) Definition:

"Public" shall mean users via general Internet access.

"Licensed Materials" shall mean all digital files contributed by Institution to be stored and delivered from UNT computers other than public records.

"Metadata" shall mean all information used to search and locate an object such as title, author, subjects, keywords, descriptions, or publisher contributed by Institution, derived from the provided digital files, or created by UNT

"Public Records" shall mean records that a governmental agency or body is legally required to keep.

"Public Domain" shall mean a work free of copyright

2) The Institution represents and warrants that:

- a) The Institution has the full right and authority to enter into this Agreement;
- b) The Institution has the full right and authority to perform its duties as described herein and to authorize UNT to perform duties as described herein in reliance on the Institution's warranty;
- c) The Institution has not assigned, pledged or otherwise encumbered the rights in the Licensed Materials, corresponding digital reproductions, and/or related material created for or provided to UNT under this Agreement. The Institution represents and warrants that neither the digital reproductions and/or related material created for or provided to UNT under this Agreement will interfere with or violate any rights of third parties, any copyright, or any other right, and will contain no matter that is libelous or in violation of any rights of privacy or that is otherwise contrary to law.
- d) The Institution will give UNT prompt written notice of any suit, action, proceeding, or complaint brought against it alleging facts, which if proven, would constitute a breach of the warranties made by the Institution.

3) UNT will cease to store and/or products if so ordered by any judicial rule or order or otherwise at the discretion of UNT. UNT reserves the right to discontinue storage and distribution of the Licensed Materials.

4) Institution hereby grants to UNT the perpetual and unlimited rights to: permit UNT to post Licensed Materials; permit Public to search, view, and browse the Licensed Materials; permit Public to print or download the Licensed Materials for all non-commercial purposes allowed by this Agreement; create lower resolution derivative versions of Licensed Materials for systematic distribution to Public; and use Licensed Materials in presentations about and promotions for the project, and in online exhibits or educational materials, such as lesson plans or learning activities.

5) Excluding the use of materials in the Public Domain and except as expressly permitted in this Agreement, UNT will not use the Licensed Materials for any substantial or systematic reproduction; re-distribution, re-selling or sub-licensing in any manner including in connection with fee-for-service use; or a commercial use other than one expressly agreed upon by the parties.

6) Any Metadata created or contributed by Institution or derived from Licensed Materials by UNT is in the public domain. Institution warrants that Institution has dedicated any created, contributed, or derived Metadata to the public domain by waiving all of Institution's rights to the Metadata worldwide under copyright law, including all related and neighboring rights. UNT may copy, modify, and distribute Metadata, even for commercial purposes without permission.

- 7) UNT shall post appropriate notices informing users of their obligations under this agreement and of the applicability of United States Copyright Act to the reproduction of the Licensed Materials. UNT shall provide appropriate notices informing users of the name and address of the institution that submitted each item or collection.
- 8) Except as permitted by this Agreement, neither UNT, nor Public of the UNT Libraries' Portal to Texas History<sup>SM</sup> may modify, adapt, transform, translate or create any derivative work based on any materials included in the Licensed Materials, or otherwise use any such materials in a manner that would infringe the copyright or other proprietary rights therein. UNT shall post appropriate notices informing Public of their obligations under this Agreement and of the applicability of United States Copyright laws to the reproduction of the Licensed Material.
- 9) In no event shall UNT be liable for incidental, special, or consequential damages suffered by Institution, even if it has previously been advised of the possibility of such damages. Institution's exclusive remedy for violation of this Agreement shall be the right to terminate this agreement upon 30 days notice and the right to use the licensed materials. Nothing herein shall restrict the right of the Institution from taking such legal action as it considers necessary to prevent the unauthorized use of Licensed Materials by third parties.
- 10) UNT shall not be liable to Institution for the unauthorized use of Licensed Materials or other violations by Public
- 11) Institutions may submit digital files that include public records or material in the Public Domain that are subject to the provisions of Texas law, which governs the use of such records. Use restrictions contained in this Agreement shall not apply to any public records or material in the Public Domain.
- 12) The warranties contained herein shall survive the termination of this Agreement.
- 13) This Agreement will be construed according to the laws of the State of Texas.
- 14) UNT is required by law to provide notice that 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 by a party attempting to resolve all of its disputes with UNT arising under this Agreement.

15) General Description of Materials to be added: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, we have signed our names below.

Institution

University of North Texas

Robert E. Hebert  
Name of authorized representative (print)

Martin Halbert  
Dean, UNT Libraries

Fort Bend County Judge  
Title

[Signature]  
Signature

[Signature]  
Signature

11-8-14  
Date signed

10/31/14  
Date signed