

## *Draft Boilerplate Agreement*

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, located in \_\_\_\_\_, hereinafter referred to as “grantor”, and Michigan State University (MSU), located in East Lansing, Michigan, United States.

For the purpose of this agreement, “Materials” shall be defined as the following:

\_\_\_\_\_  
\_\_\_\_\_

Grantor, which holds copyright to the Materials, hereby grants MSU license to host digital copies of the materials, including those received via digitization or digital transfer, and also grants the MSUL a perpetual license to make these digital copies of the Materials available to the public.

If additional materials are identified as desiring to be included in the agreement, this agreement may be amended with written permission from both grantor and MSU.

MSU shall assume all costs associated with the digitization process and will include appropriate attribution to grantor in the digitized copies of the Materials.

Grantor shall provide to MSU, and if available, paper and/or digital copies of all Materials in support of the digitized process.

Grantor shall retain copyright to all Materials and shall indemnify MSU from any third-party claims arising out of use of the Materials as contemplated by this Agreement.

Either party may opt out of this agreement for any reason without prejudice to the other party upon 90-day written notice to the other party. Should this occur, MSU shall retain a perpetual license to make those Materials that have already been digitized available within the Turfgrass Information File.

Both parties must in writing approve any addendums, deletions, or changes to this Agreement.

For \_\_\_\_\_ (Grantor)

\_\_\_\_\_ Date \_\_\_\_\_

For Michigan State University Libraries

\_\_\_\_\_ Date \_\_\_\_\_

Clifford H. Haka, Director of Libraries