Authorization and Consent Agreement
for Participation in Minitex/Readium Agreement

1. The parties to this Agreement are the Regents of the University of Minnesota, through Minitex ("Minitex" or “Licensee”), with its principal office at 15 Andersen Library, 222 21st Avenue South, Minneapolis, MN  55455, and _____________________________ with its principal office in ____________________________ (“Sublicensee”).

2. This Agreement is dependent upon the Readium SDK Alternative License Agreement between Minitex and Readium dated November 2, 2015, attached hereto, to make available Readium sublicenses.

3. The Sublicensee agrees to the mutual covenants and understanding included in the Minitex/Readium SDK Alternative License Agreement, the terms of which are herein incorporated by this reference.

4. Sublicensee authorizes Minitex to act on its behalf in executing participation in the Minitex/Readium agreement.

5. This Agreement shall continue in effect until terminated. Sublicensee may terminate this Agreement at any time by providing written notice to Licensee. Sublicensees are not entitled to a monetary refund or credit should they terminate this Agreement or discontinue use of the Work. Minitex may terminate this Agreement upon 60 days’ written notice if Sublicensee breaches any of the provisions of the Readium SDK Alternative License Agreement and fails to cure such breach within such 60-day period.

6. The license under which Minitex grants rights to the Work (including any Derivative Work) to Sublicensee may provide access to the Source form of such materials to the Sublicensee, but if so, the modification of such Source form materials by Sublicensee is prohibited and redistribution of such materials in Source form by Sublicensee is prohibited. If Sublicensee desires to further modify or redistribute the Source form of such materials, Sublicensee must obtain such rights directly from Readium.

7. All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.
If to Licensee: Valerie Horton, Director, Minitex

Phone: 612-624-2839  
Fax: 612-624-4508  
Email: vhorton@umn.edu

With a copy of legal notices to:

Office of the General Counsel  
University of Minnesota  
360 McNamara Alumni Center  
200 Oak Street SE, Minneapolis, MN 55455  
Phone: (612) 624-4100  
Fax: (612) 626-9624  
Email: ogcweb@umn.edu

If to Sublicensee:

Phone:  
Fax:  
Email:

8. The Sublicensee shall indemnify and hold Minitex, Readium, their employees, agents and contractors harmless from all actions, suits, claims, losses, costs, judgments and expenses, including reasonable attorneys’ and investigative fees, arising out of the Sublicensee’s acts and omissions in performing its duties and obligations under this Minitex/Readium Agreement. MINITEX MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER REGARDING THE SERVICES OR WORKS OFFERED UNDER THE MINITEX/READIUM AGREEMENT. IN NO EVENT SHALL SUBLICENSEE ASSERT ANY CLAIM OF ANY KIND FOR ANY ACT OR OMISSION OF ACTS IN CONNECTION WITH THE MINITEX/READIUM AGREEMENT.

I hereby certify that I have the authority to bind Sublicensee to the provisions of this Agreement which will be executed and put into effect upon the signing of this Agreement by both parties.

Institution ___________________________ Regents of the University of Minnesota/Minitex

By: ___________________________ By: Wendy Pradt Lougee

Title: ___________________________ Title: University Librarian

Email: ___________________________ email: wlougee@umn.edu

Signed: ___________________________ Signed: ___________________________

Date: ___________________________ Date: ___________________________