

**[Please complete the places marked in yellow highlight]**

**DATED**

**Date in Words**

**The Encyclopedia of Women of Theatre**

-and-

**Institution**

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**THE ENCYCLOPEDIA OF WOMEN OF THEATRE LICENSE AGREEMENT**

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## LICENSE AGREEMENT

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## **TERM AND TERMINATION**

The term of this Agreement will be for one year, beginning [insert date]. Renewal will be at the request of the institution.

Either party may terminate this Agreement at any time on the material breach by serving a written notice on the other identifying the nature of the breach. The termination will become effective thirty (30) days after receipt of the written notice unless during that period of time the defaulting party remedies the breach.

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Upon termination of this Agreement by the Licensee due to a material breach by the licensor, the licensor will reimburse the licensee a pro rata proportion of the Fee paid by the licensee for the unexpired period of this Agreement. The Licensor shall not be obligated to return any portion of the Fee for termination by the Licensor due to the Licensee's breach .

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The licensee acknowledges that the Intellectual Property Rights in the licensed material are the sole and exclusive property of the licensor or are duly licensed to the licensor

## **FORCE MAJEURE**

Either party's failure to perform any term or condition of this Agreement as a result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Agreement.

If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

## **ASSIGNMENT**

Save as permitted for under this Agreement, neither this Agreement nor any of the rights and obligations under it may be assigned or sub-licensed by either party without obtaining the prior written consent of the Licensor. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.

## **NOTICES**

All notices shall be given in writing in English and sent by electronic mail or registered or recorded delivery to the address below and all such notices will have been received (a) twenty-four (24) hours after successful transmission in the case of electronic mail; (b) fourteen (14) days after the date of posting in the case of delivery:

if to the Licensor:

Dr. Megan Mateer  
Encyclopedia of Women of Theatre  
89 S. Burgess Ave.  
Columbus  
Ohio  
43204  
USA

Email: [megmateer@juno.com](mailto:megmateer@juno.com)

if to the Licensee

As set out in Schedule 2

## **THE ENCYCLOPEDIA OF WOMEN OF THEATRE**

### **FEE AND PAYMENT TERMS**

By returning a signed copy of this License, the Licensee agrees to pay to The Encyclopedia of Women of Theatre the annual fee due for this License as per the fee schedule.

Invoices shall be due and payable no later than thirty (30) days after being issued.

**THE ENCYCLOPEDIA OF WOMEN OF THEATRE**

**SCHEDULE 2**

**CONTACT for SUPPORT and ADMINISTRATION**

**Name of Institution:** \_\_\_\_\_

**Address of Institution:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Institution Contact:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Purchase order #:** \_\_\_\_\_

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The Licensee hereby accepts and agrees to the terms and conditions of this License and its Schedules.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Position:** \_\_\_\_\_