Date [XX], 2020

Institution and address

Attn: [insert]

Dear [insert],

We are pleased that Institution (“Program Participant”) has agreed to participate in the Fortunoff Video Archive Access Sites Program of the Yale University Library (“Yale”).

As a Program Participant, Authorized Users at your institution will be given free access to Fortunoff Video Archive materials that have been made available via the platform, fortunoff.aviaryplatform.com (“Platform”). “Authorized Users” include only those students, faculty, staff, and walk-in users who have a current ID number issued by Program Participant and who have registered in the Platform and are accessing the materials from an approved Internet Protocol address provided by Program Participant to Yale. Approved IP addresses must be located within Program Participant’s physical premises or its institutionally managed VPN. Program Participant agrees to provide access to the Fortunoff Video Archive materials and Platform to its Authorized Users only and require its Authorized Users to comply with Program Participant’s *(link to participant’s e-resource policy here*), which are fully incorporated herein and made a part hereof by reference.

Permission to access the Fortunoff Video Archive materials and Platform may be revoked by Yale at any time in its sole discretion upon thirty days’ written notice to Program Participant. In the event of such revocation, Program Participant agrees to promptly remove its Authorized Users’ access to such materials and the Platform in accordance with Yale’s written request. As between the parties, Yale retains and reserves all rights to the Platform and the contents and materials thereon.

Please note that, unless advised otherwise, the name and contact information of participating institutions will be listed as the Program’s Access Sites here: <http://fortunoff.library.yale.edu/archive/access-sites/>. Except as expressly set forth herein, neither party shall use the other party’s name, logo, trademark, and/or other proprietary marks in any manner without such other party’s prior written approval.

Program Participant acknowledges and agrees that Yale makes no representations or warranties, implied, express or otherwise, and each party is responsible for the acts and omissions of its respective employees, contractors, agents, and representatives performing its obligations hereunder. Program Participant represents and warrants that the person who has executed this letter on behalf of Program Participant has the authority to bind such party. This letter supersedes any prior agreements between Program Participant and Yale regarding the subject matter hereof.

If this letter correctly sets forth your understanding, please indicate your acceptance by signing below and returning a copy to us. Please contact us with any questions.

Sincerely,

Barbara Rockenbach

Stephen F. Gates '68 University Librarian

**Approved by Program Participant:**

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

Printed Name:

Title: