

## **Supplier Agreement**

### ***OverDrive Digital Library Reserve Local Collection Tool Terms and Conditions***

OverDrive, Inc. ("OverDrive") provides authorized patrons of \_\_\_\_\_ ("Library"), as a feature of their OverDrive service, the ability to upload digital content for circulation in the Library's digital collection. Supplier has authorized Library to upload Supplier's digital materials on Supplier's behalf into Library's digital collection account.

Supplier represents that any digital content or materials including text, images, sound and video (collectively "Local Content") that Library deposits, on Supplier's behalf, in Library's account shall comply with the following terms and conditions:

- 1.** Supplier permits Library, on Supplier's behalf, to deposit digital content or materials into Library's account for lending, at no cost to Library.
- 2.** Supplier acknowledges that OverDrive doesn't review or evaluate the Local Content in any matter whatsoever, including subject matter, substance, or accuracy of the contents.
- 3.** Supplier warrants and represents that it has the necessary ownership rights, licenses and/or permissions to allow Library to deposit the Local Content into the OverDrive system. Supplier warrants and represents that the Local Content does not violate the proprietary rights of others, including but not limited to contract, copyright and trademark. Supplier warrants and represents the Local Content does not contain matter which is libelous, slanderous, an invasion of privacy, unlawful appropriation of name, and likeness and defamation of character.
- 4.** Supplier acknowledges that OverDrive provides certain services for setting copyright protection for the Local Content. Supplier shall communicate to Library its preferences for designating the copyright protection settings applied to the Local Content. OverDrive makes no representations or warranties as to the effectiveness of any such software or services as applied to the Local Content.
- 5.** Supplier agrees to hold OverDrive, its agents, officers and directors, harmless in any and all matters for any claims related to the upload, deposit or distribution of Local Content in the OverDrive system.
- 6.** OverDrive, in its sole discretion, reserves the right, without notice, to reject or remove any and all Local Content deposited by Library on Supplier's behalf, if in OverDrive's sole opinion it reasonably believes the Local Content will expose OverDrive to any action, liability, damage and/or potential exposure to third party claims.

Accepted and Agreed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by:

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**("Supplier")**

By (signature): \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_

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(address)

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