“Trust No Agent” final exercise: sample contract clauses

Please choose from the following for your negotiation practice. One partner will be person A, the other person B.

1) **Museum providing exclusive materials to publisher**  
   **Person A = Museum; Person B = Publisher**  
   In consideration of the rights hereby granted by the Museum to the Publisher, the Publisher shall pay Royalties to the Museum as follows:
   a) The total Royalty will be 15% (fifteen percent) on pro-rated Net Receipts.
   b) The Museum shall issue a valid invoice in respect of the Royalties due as set out in the Royalty statement provided in accordance with clause (a) above;
   c) The Publisher shall pay the Library the amount set out on the invoice within 30 days of the receipt by the Publisher of the Museum’s invoice in respect of such Royalties.

2) **From “Contract for Professional and Artistic Services Under $5,000”**  
   **Person A = Individual who will provide services; Person B = Hiring University**  
   a) When any professional services are performed in connection with this Contract, Professional Liability for Contract and its employees and agents shall be required and maintained for the duration of the contract. A claims-made policy that is replaced or not renewed must have an extended reporting period of not less than two (2) years. When policies are renewed or replaced any retroactive date must coincide with, or precede commencement of services by the Contractor or Subcontractor under this Contract.
   b) Professional Liability insurance shall include coverage for errors, omissions, and negligent acts related to the rendering of said professional services with limits not less than $1,000,000 per claim and $3,000,000 in the aggregate, as shown above.
   c) Contractor shall furnish any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Contract, and any renewal Certificate(s) of Insurance, if coverage has an expiration or renewal date occurring during the term of this Contract to the [Institution].
   d) University’s receipt of any insurance certificate shall not be deemed acceptance that insurance requirements in the Contract have been satisfied. Failure of University to obtain certificates or other insurance evidence from the Contractor shall not be deemed a waiver by University. Failure to comply with insurance requirements may be regarded as a breach of contract terms.
3) **Publisher license for journal content**  
**Person A = Publisher; Person B = Library that wants access to journal**

a) Grantee agrees to indemnify Publisher against any and all claims brought by Authorized Users and/or Other Users and/or Consortium members against Publisher and any claims brought against Publisher resulting from any actions by Authorized Users and/or Other Users and/or Consortium members. If Publisher has designated Grantee as a “consortium,” all references to “Grantee” in this Agreement shall apply equally and fully to the Consortium and each of its members.

b) Signing this Agreement constitutes acceptance by Grantee of the terms and conditions contained herein. Grantee warrants that it has read and understands this Agreement. Publisher reserves the right to modify non-material terms and conditions in this Agreement at any time by posting the modified non-material terms and conditions on the Publisher Publications Web site. Any use of the Publisher Products after such posting shall constitute acceptance of the modified non-material terms and conditions. (For clarification, "material" terms include the following: pricing/fees, term, permitted uses, prohibited uses, termination, and subject matter of the agreement. Anything not part of that list would be considered as “non-material”. Publisher will notify Grantee in writing of any material changes to the Agreement.)

4) **Authorized Uses from a publisher license for journal content**  
**Person A = Publisher; Person B = Library that wants access to journal**

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