



STANFORD UNIVERSITY LIBRARIES

SALES AGREEMENT

This agreement is made as of **7/2/2015**, by and between Stanford University Libraries, The Board of Trustees of the Leland Stanford Junior University ("Stanford"), and [Between The Covers] ("Seller").

RECITALS

Seller desires to sell to Stanford the **Archive of Roy Publishers**, as described in the **inventory** attached as Exhibit A and made a part hereto, including **very high level description of what is being transferred** (the "Collection"), and Stanford desires to acquire the Collection for its Stanford University Libraries.

WHEREFORE, Seller and Stanford agree to a sale of the Collection on the terms and conditions set forth below.

TERMS OF SALE

1. Seller represents that **Beetween The Covers** is the owner of the Collection and represents and warrants that the Collection is being sold free and clear of any and all liens, claims, and encumbrances.
2. Seller will defend, indemnify, and hold Stanford harmless from any claims, costs, losses, or expenses resulting from breach of any representations and warranties.
3. Seller agrees to sell and transfer the Collection to Stanford and Stanford agrees to accept and pay Seller for the Collection. After execution of this agreement and prior to **7/10/2015**, Seller shall deliver to the Stanford the complete Collection as described in Exhibit A.
4. The sales price for the Collection shall be **forty five thousand Dollars U.S. (\$45,000)**, which Stanford shall pay to Seller according to the following schedule:
 - a. **FY15, July of 2015: 20,000 USD plus 714.00 for shipping**
 - b. **FY16: 25,000 USD**Ownership of and title to the Collection will vest with Stanford on delivery and acceptance of the materials by Stanford.
5. The purchase price for the Collection does not include applicable sales taxes (such taxes if any are the Stanford's responsibility). Seller is responsible for any income or other taxes that may arise as a result of the sale.
6. Stanford will work with the Seller to arrange for packing, shipping, and insurance coverage, designating the agents to pack, ship, and insure the Collection and providing on site consultation during packing, if appropriate and necessary in Stanford's judgment. In the case of digital materials, additional transfer and validation processes may be required and Seller will meet those mutually defined requirements. Stanford will pay the costs for packing, shipping, and insurance of the

Collection. The risk of loss, damage, or destruction of any segment of the Collection remains with the Seller until its collection by the shipper.

7. On taking possession of the Collection, Stanford will undertake its organization, description, and preservation according to its policies and procedures, and will exercise the same degree of care over the maintenance of the Collection as of similar property that is kept in the Stanford University Libraries.
8. The Collection will be closed to researchers until a reasonable portion of its intake and processing has been completed, e.g., a container (box level) inventory has been prepared.
9. Upon completion of processing, Stanford will endeavor to make the Collection available for research in accordance with its rules and procedures, which are online at <http://library.stanford.edu/spc>. Digital materials archived in the Stanford Digital Repository (SDR) will also be subject to the SDR's service level agreements, which can be found at <http://library.stanford.edu/sdr>. However, Stanford is under no obligation to provide access to the Collection. Stanford will not provide access to all or part of the Collection if doing so would cause financial concerns (such as costly restoration) or health and safety concerns (such as documents with mold). Additionally, Stanford's provision of access to the Collection must be in compliance with copyright laws.
10. No rights to any copyright in the Collection are being transferred to Stanford.
11. Seller explicitly permits Stanford to create finding guides to the Collection and full-text search for unrestricted digital material as well as associated metadata required for the preservation and description of the Collection. Stanford will own the copyright in any technical or descriptive metadata added during the course of processing.
12. Seller grants Stanford the right to make public announcement of Stanford's acquisition of the Collection and agrees to maintain confidentiality until Stanford's announcement.
13. Seller and Stanford agree to keep confidential the financial terms of this Agreement, including the sales price of the Collection. This term does not prevent either party from releasing the information to financial advisors.
14. Unless expressly provided herein, the sale of the Collection to Stanford is without restriction and Stanford is free to administer the Collection in accordance with the policies and procedures of the Stanford University Libraries.
15. This Agreement is subject to the laws of the State of California. Seller agrees that the venue for any action arising out of this Agreement will be a court of competent jurisdiction in Santa Clara County, California.
16. The Libraries cannot be held liable for the loss or damage of such materials due to deterioration, fire, flood, mold or any disaster.
17. If a court determines that any term, clause, or provision of this Agreement is invalid or unenforceable, such invalidity will not affect the validity of any other term and such invalid term will be deemed severed from the Agreement.

BILL OF SALE AND WARRANTY OF TITLE

Between **The Covers**, seller, in consideration of (\$45,000 Dollars) to seller, to be paid by the Board of Trustees of the Leland Stanford Junior University, Stanford, California, United States of America, buyer, upon execution of this instrument, does hereby grant, sell, transfer, and deliver unto the buyer certain papers of **Hanna and Marian Kister**, consisting of the following:

The Roy Publisher Archives as detailed in Exhibit A of the Sales Agreement dated **7/2/2015**.

To have and to hold the same to buyer, its administrators, successors and assigns, to its use forever.

Seller hereby warrants and represents to buyer that seller has absolute title to and full right to sell said papers; that said papers are free from all liens, claims, or encumbrances; and that seller will warrant and defend the same against any and all claims and demands of all persons.

This sale and bill of sale shall be governed by the laws of the State of California of the United States of America.

Dated: 7/2/2015

By: _____

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, written over a horizontal line.

18. Stanford and Seller agree that any modification to this agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, this agreement has been executed in duplicate by and on behalf of the parties hereto.

Between The Covers
112 Nicholson Rd
Gloucester City, NJ 08030 USA
856-456-8008
ww.BetweenTheCovers.com
(Tom Congalton,
mail@betweenthecovers.com)


Date 7/2/2015

Michael A. Keller
University Librarian
Stanford University Libraries
Stanford, California 94305
for
THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

Date 7/2/2015