



Questioning existing practices. Testing new ideas.
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Digital Resources Copyright and Right to Use Agreement

The following library or institution (from here on known as the contributing organization)

states that regarding the following collection (include title, brief description, and date range)

to the Digital Platform destination:

A. Please read and select:

___ We, the contributing organization, have the transferable rights of reproduction, adaptation, distribution, and display, for purposes including but not limited to scholarly, educational, and/or commercial use and relieve Western New York Library Resources Council, its staff, board members, contractors (from here on referred to as WNYLRC) of any liability for the inclusion of this work in the New York Heritage database, New York State Historic Newspapers and/or future collaborative digital projects as approved by the WNYLRC and/or Empire State Library Network. We also agree to allow WNYLRC, at its discretion, to continue to display the images in New York Heritage or New York Historic Newspapers platform depending on the content and future collaborative digital projects in perpetuity to ensure continued access even if our WNYLRC membership status as the contributing organization changes, our organization mission changes, and/or our organization ceases to exist.

These rights are (check one):

Exclusive: _____

Non-exclusive: _____

___ All items in this collection are in the public domain. We, the contributing organization, relieve WNYLRC of any liability for the inclusion of this work in the New York Heritage database, New York State Historic Newspapers and/or future collaborative digital projects as approved by WNYLRC and/or Empire State Library Network. We also agree to allow WNYLRC, at its discretion, to continue to display the images in New York Heritage or New York Historic Newspapers platform depending on the content and future collaborative digital projects in perpetuity to ensure continued access even if our WNYLRC membership status as the contributing organization changes, our organization mission changes, and/or our organization ceases to exist.

B. In addition, please read and check here if you can grant WNYLRC these rights:

___ We, the contributing organization, also agree to have the descriptive and other metadata attached to our collection of work identified in this form be harvested from the appropriate platform identified above for the purpose of sharing with other digital repositories that are part of the WNYLRC or Empire State Library Network portfolio. I understand that



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the digital collections metadata – as distinguished from the digital objects themselves – will be made freely available for harvesting and re-use under a Creative Commons CC0 license.

Acknowledgement

We, the contributing organization, further understand that WNYLRC/Empire State Library Network may make use of images if needed that are uploaded to New York Heritage, New York Historic Newspapers and/or future collaborative digital projects for publicity purposes in all media including print, television, electronic, and WNYLRC's various web sites with appropriate copyright notice as allowable. WNYLRC understands that this agreement does not transfer ownership of our institution's copyright to WNYLRC of such items or collection.

It is represented and warranted that the above statements are true and that no previous exclusive grant of any right or privilege relating thereto is presently in effect. I acknowledge on behalf of the contributing organization that I have read and understood this agreement.

Date: _____

Institution's representative: _____

Title: _____

Email: _____

Phone Number: _____

Signature: _____