**DIGITAL RESOURCES CONTRIBUTION AGREEMENT 2024**

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| --- | --- |
| **Date:** |  |
| **Institution Name ("Contributing Institution"):**  NOTE: *The above-described contribution(s) are referred to as the "Contribution" in the Agreement* |  |
| **Collection Name:** |  |

**A. Copyright Status of Contribution**

Please read and check one option related to the status of the copyright(s) to the Contribution:

|  |  |  |
| --- | --- | --- |
|  | The Contributing Institution confirms that the Contribution is in the public domain and not subject to any copyright restrictions because: |  |
|  | The Contributing Institution cannot determine the status of the copyright(s) to the Contribution because: |  |
|  | The Contribution is protected by copyright until at least *(insert year in right column)*, and Contributing Organization, having the right to do so, hereby transfers an irrevocable license to duplicate, display, and adapt copies of the Contribution to the Western New York Library Resources Council, its staff, board members, and contractors (the "Licensees"). | Insert year here. |
| NOTE*: If no option can be selected, the contribution should not go forward under this Agreement, and the works should be evaluated to see of digitization and use by WNYLRC can move forward.* | | |

**B. Indemnification**

Having selected one of the above options regarding copyright status, Contributing Institution shall hold harmless and defend WNYLRC, its staff, board members, and contractors, against any liability, including but not limited to actions for copyright infringement, 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 Regional Advisory Committee and/or the WNYLRC Board of Trustees, and the actions of any third party alleged to have been made possible by such inclusion.

**C. Additional Understanding Regarding Sharing and Use of Contribution's Metadata**

**Please check here if Contributing Organization agrees**:

Contributing Organization agrees that the descriptive and other metadata attached to the Contribution (the "Digital Collections Metadata") may be harvested from the appropriate platform identified above for the purpose of sharing with other aggregators under the terms of the agreement established between the aggregator, WNYLRC, and the harvester. Contributing Organization acknowledges and understands that such 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.

**D. Additional Permission for Publicity and Promotion**

**Please check here if Contributing Organization agrees**

Contributing Organization agrees that WNYLRC may make use of images within the Contribution 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.

**E. Representation and Warranty**

This Agreement is being signed by a duly authorized representative of Contributing Organization.

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.

Signing individual acknowledges on behalf of the Contributing Organization that I have read and understood this agreement and supplied answers to section "A" to the best of their ability to determine.

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| --- | --- |
| **Date:** |  |
| **Institution’s representative (Print)** |  |
| **Title** |  |
| **Email** |  |
| **Phone Number** |  |
| **Signature** |  |