



New York Heritage Copyright and Right to Use Agreement

The following library or institution (from here on referred to as the contributing organization):

states that in regard to the following work: _____

Please read and select one option:

____ We, the contributing organization, have the exclusive rights of transfer, reproduction, adaptation, distribution, and display, for purposes including but not limited to scholarly, educational, and/or commercial use and relieve South Central Regional Library Council (from here on referred to as SCRLC) of any liability for the inclusion of this work in the New York Heritage database and future collaborative digital projects as approved by the Regional Advisory Committee and/or the SCRLC Board of Trustees. We also agree to allow SCRLC to continue to display the images in New York Heritage (or New York Historic Newspapers platform) and future collaborative digital projects in perpetuity to ensure continued access even if our SCRLC membership status as the contributing organization changes, our organization mission changes, and/or our organization ceases to exist.

____ We, the contributing organization have the non-exclusive rights of reproduction, adaptation, distribution, and display, for purposes including but not limited to scholarly, educational, and/or commercial use and relieve SCRLC of any liability for the inclusion of this work in New York Heritage (or New York Historic Newspapers platform) and future collaborative digital projects as approved by the Regional Advisory Committee and/or the SCRLC Board of Trustees. We also agree to allow SCRLC to continue to display the images in New York Heritage and future collaborative digital projects in perpetuity to ensure continued access even if our SCRLC membership status as the contributing organization changes, our organization mission changes, and/or our organization ceases to exist.

Also, please read and check here if you can grant SCRLC these rights:

____ We, the contributing organization, also agree to allow SCRLC the use of images if needed that are uploaded to New York Heritage (or New York Historic Newspapers) and future collaborative digital projects for use in publicity in all media including print, television, electronic, and SCRLC's various web sites with appropriate copyright notice as allowable. SCRLC understands that this agreement does not transfer ownership of our institution's copyright to SCRLC of such items or collection.

____ We, the contributing organization, also agree to have the descriptive and other metadata attached to our collections in New York Heritage be harvested for the purpose of sharing with the Digital Public Library of America (DPLA), under the terms of the agreement established between the DPLA and the Empire State Digital Network (ESDN) which SCRLC is a member of. I understand that the digital collections metadata – as distinguished from the digital objects themselves – will be made freely available by the DPLA for harvesting and re-use under a Creative Commons CCO license.

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.

• Institution's representative _____ Date _____
Signature _____ Phone _____
Address: _____ Email: _____

• SCRLC representative _____ Date _____
Signature _____