



## New York Heritage / New York State Historic Newspapers Copyright and Right to Use Agreement

Date \_\_\_\_\_

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

states that in regard to the following collection: \_\_\_\_\_

or newspaper collection (list publication title and date range): \_\_\_\_\_

**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 Western New York Library Resources Council (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 Regional Advisory Committee and/or the WNYLRC Board of Trustees. 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.

\_\_\_\_ 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 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 Regional Advisory Committee and/or the WNYLRC Board of Trustees. 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.

\_\_\_\_ 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 the Regional Advisory Committee and/or the WNYLRC Board of Trustees. 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.

**Also, please read and check here if you can grant WNYLRC these additional rights:**

\_\_\_\_ We, the contributing organization, also agree to allow WNYLRC the use of images if needed that are uploaded to New York Heritage, New York Historic Newspapers) and/or future collaborative digital projects for use in publicity 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.

\_\_\_\_ 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 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 WNYLRC 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 CC0 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 \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Phone Number \_\_\_\_\_ Signature: \_\_\_\_\_