



SCELC

Statewide California Electronic Library Consortium

Callimachus, the Digital Collections of the Statewide California Electronic Library Consortium Submission Agreement

Please complete the Agreement form below as part of contributing to Callimachus, the Digital Collections of the Statewide California Electronic Library Consortium.

Please sign two copies of this agreement. Once the form is completed, print it, sign two copies and send them to:

SCELC
Taper 101
15600 Mulholland Drive
Los Angeles, CA 90077

SCELC will countersign both originals and mail one back to you.

Contributing Institution Name:

Address:

Name of Contact Person:

Title:

Email address:

Telephone Number:

(return this page)

SCELC
15600 Mulholland Drive, Taper 101
Los Angeles, CA 90077-1519
phone: (310) 728-6791 fax: (310) 471-0123
<http://scelc.org/>

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Terms of Agreement

1. Introduction

The digital assets described in this Agreement will be deposited with the Digital Collections of the Statewide California Electronic Library Consortium (Callimachus) for archiving and distribution for non-commercial purposes, including teaching, research and private study. This Agreement does not request or require transfer of copyright to Callimachus.

2. Definitions

“Agreement” – this document, including all of its terms and conditions and any completed Submission Inventory (included as Appendix 1) and Copyright Statement (included as Appendix 2)

“Callimachus” – a CONTENTdm platform hosted by OCLC for the collection and dissemination of digital items from SCELCL member institutions, provided to member institutions on a fee-based subscription basis as a service of SCELCL

“Commercial purposes” – use for purposes that generate a profit, either directly or indirectly

“Depositor” – a member of SCELCL contributing digital items to Callimachus

“Digital assets” – a collection of computer files that contain digital content (images, texts) and/or data descriptive of the content and its digital format.

“Educational purposes” – use for purposes related to teaching, research and private study that does not generate a profit

“Submission Inventory” – Appendix 1 of this document, which describes submission content and which, along with this document, constitutes the Agreement

“Non-commercial purposes” – use for purposes that do not generate a profit, either directly or indirectly

3. License

3.1. The Depositor grants Callimachus, on behalf of Statewide California Electronic Library Consortium, a non-exclusive, perpetual right to use the digital assets for non-commercial use. Such right shall include, but not be limited to, the right to:

3.1.1. electronically view and display the digital assets, including display in classrooms;

3.1.2. distribute the digital assets in a variety of media formats;

3.1.3. incorporate the digital assets into a database containing other digital assets;

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3.1.4. electronically store, archive, copy or convert the digital assets for digital preservation purposes and to ensure future accessibility; and

3.1.5. enrich the digital assets to enhance Callimachus' service capacity.

4. Depositor's obligations

4.1. The Depositor hereby warrants that:

4.1.1. the Depositor has obtained the necessary copyright assurances from creator (see Appendix 2);

4.1.2. the Depositor will notify Callimachus within 30 days if rights to a deposited digital asset are reassigned.

4.2. The Depositor shall indemnify, defend, and hold harmless the Statewide California Electronic Library Consortium, its officers, employees and agents for any damages, including any reasonable attorney's fees, that arise from any breach of warranty or for any claim by any third party of an alleged infringement of copyright or other intellectual property rights arising from the Depositor's submission of materials to Callimachus or of the use by the Statewide California Electronic Library Consortium or other users of such materials. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5. Callimachus' obligations and rights

5.1. Callimachus shall:

5.1.1. make reasonable efforts to manage the digital assets in perpetuity, developing them as appropriate to make them available for non-commercial use;

5.1.2. make reasonable efforts to comply with and inform end users of known copyright and user restrictions pertinent to the Depositor's digital assets;

5.1.3. cooperate with Depositor to ensure that digital assets are replaced or removed as needed to comply with claims related to the digital asset's copyright and user restrictions;

5.1.4. obtain express written permission from the Depositor or copyright owner to use the digital assets for any commercial purpose;

5.1.5. not pay royalties to the Depositor or copyright owner for the acceptance and use of its digital assets for non-commercial purposes.

5.2. Although due care will be made to preserve the physical integrity of the digital assets, Callimachus shall incur no liability for the loss of or damage to deposited digital assets.

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Depositor's Authorized Representative

Name:

Title:

Signature:

Institution Name:

Date: _____

Callimachus, on behalf of the Statewide California Electronic Library Consortium (SCELC)

Name:

Title:

Signature:

Date: _____

APPENDIX 1

Callimachus DIGITAL ASSETS SUBMISSION INVENTORY

Information about Contributor: _____

Name of Authorized Dept/Unit: _____

Website URL: _____

Full mailing address: _____

Collection Administrator name: _____

Collection Administrator phone: _____

Collection Administrator fax: _____

Collection Administrator email: _____

Director Name (Authorized Representative): _____

Director email: _____

Title of Collection: _____

Brief Description of Content: _____

Content Subject Areas:

1. _____

2. _____

3. _____

(return this page)

List of digital Assets to be deposited: _____

APPENDIX 2

Copyright Permission Agreement

I, _____,
 (Fill in rights owner information here. For example, Marsha Goodman, representing Frederick University)
 warrant that I have the authority to act on any copyright related matters for the designated "Digital Assets" (see list in Appendix 1) and as such have the right to grant permission to republish the Digital Assets in "Callimachus", the Digital Collections of the Statewide California Electronic Library Consortium. I grant to Callimachus the nonexclusive worldwide rights to republish and exhibit the Digital Assets to further the educational, research and public service purposes of Callimachus.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior representations and understandings.

Permission Granted By

 (Fill in owner information here. For example, Marsha Goodman, representing Frederick University)

Address

Date
