

Maine Historical Society
489 Congress Street • Portland, ME 04101 • (207) 774-1822

MAINE MEMORY NETWORK
CONTRIBUTING PARTNER RIGHTS & RESPONSIBILITIES AGREEMENT
INDIVIDUAL CONTRIBUTORS

Contributions and Selection Process

1. The Maine Memory Network (MMN) encourages contributions from archives, museums, libraries, historical societies, and individuals that own and preserve historical materials about Maine. All Individual Contributors ("Individual Contributing Partners" or ICPs) retain all rights to and editorial control over the material they contribute to the MMN database. Materials may be updated, changed or deleted from the database at any time by the Individual Contributing Partner via the web interface to the MMN. All content presented on MMN remains the property of the Individual Contributing Partner.
2. The ICP is responsible for selecting materials, creating suitable digital image reproductions (unless they ask for assistance from Maine Memory Network staff) and cataloging those images in the format specified by the MMN. Guidelines and technical assistance are available in the MMN Individual Contributing Partner Manual, and from the MMN Staff at info@mainememory.net or (207) 774-1822. For questions about cataloging, contact the MMN staff at info@mainememory.net or (207) 774-1822.
3. While the Maine Historical Society (MHS) makes every effort to backup data on the MMN, the MHS shall have no liability for the loss or destruction of copies of images or electronic files provided by any ICP hereunder. The ICP is encouraged to maintain appropriate back-up copies of any images, records, or data made available to MMN.
4. Individual Contributing Partners may NOT make copies of their images available for sale or license to the public through MMN's sister website, Vintage Maine Images (VMI).
5. By contributing images to MMN, the ICP grants to the MHS a non-exclusive, royalty free license to use, reproduce, display, and publish the image on the MMN web site. For the purposes of promoting the MMN, this license is also granted, in any form or media, whether now known or hereafter created.
6. The ICP agrees to be bound by the MMN User Agreement (found at https://www.mainememory.net/aboutus/aboutus_disclaimers.shtml), the terms of which shall be deemed to be incorporated herein by reference. Without limiting the generality of the foregoing, the Contributing Partner acknowledges that each image will be subject to all terms and conditions of the User Agreement, including, without limitation, the terms and conditions applicable to e-cards, albums, slideshows, exhibits and Exhibitbuilder, and Sitebuilder site functions of the website.

Sale or License of Copies of Images

7. If patrons of MHS are interested in purchasing or licensing a copy of items contributed by the ICP, MHS will suggest they contact the Individual Contributing Partner directly. We will not share your contact information unless given permission.

Copyright

8. In an effort to abide by United States Copyright law, if a copyright dispute arises over material submitted by a ICP, the material under contention will be removed from the web site immediately, and will only be reinstated after clear copyright ownership is established. The ICP acknowledges that MHS has the right to remove any disputed image from the site without notice. The ICP is responsible for all copyright issues pertaining to the materials it submits. If a copyright dispute is brought to your attention, you must notify the MHS immediately. The MHS has created guidelines to assist your organization in copyright decisions, but we encourage you to familiarize yourself with the United States Copyright Office and any applicable laws. For more information, visit <https://www.copyright.gov/> or see the Individual Contributing Partner Manual.
9. The ICP agrees to indemnify, defend and hold harmless MMN, VMI, and MHS and their respective officers, directors, employees and agents against any claim that any image it has contributed to MMN infringes any copyright, trademark, or other intellectual property or other proprietary right of any third party or fails to comply with the User Agreement or Purchase and Use Agreement, and is responsible for all expenses and fees as a result of a claim including, without limitation any and all attorneys' fees.

Limitations

10. All materials submitted to MMN should be appropriate for a general audience and be related to MHS's mission of providing access to important historical source materials about the State of Maine and the region. Our purpose is to provide a reliable and accurate research tool to students, researchers, publishers and the general public. MHS reserves the right to remove unsuitable images and materials at any time.
11. Involvement in the MMN does not give a ICP the right to use images from other ICPs or organizational CPs without permission.
12. MHS, MMN and VMI will not be held responsible or liable to ICPs or copyright owners for the use, misuse, or theft of images from the web site.

Legal Terms

13. The obligations of the ICP concerning the copyrights in the images shall survive the termination of the licenses provided in Sections 4 and 5.
14. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the agreement, which shall remain valid and enforceable according to its terms.
15. This Agreement shall be governed by the laws in effect in the State of Maine, regardless of conflicts-of-laws principles.
16. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought. This

Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, representatives and assigns.

- 17. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such party's right to assert or rely upon any such provision or right in that or any other instance.
- 18. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any other proposal, representation or other communication by or on behalf of either party relating to the subject matter hereof.

By signing this document, I have read and agree to the terms above.

Individual Contributing Partner name: _____

Address: _____

Phone: _____

Email: _____

Name of affiliated MMN contributing organization: _____

Signature

Date

(June 22, 2018)