#### **Maine Historical Society**

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

# MAINE MEMORY NETWORK CONTRIBUTING PARTNER RIGHTS & RESPONSIBILITIES AGREEMENT

#### **Contributions and Selection Process**

- 1. The Maine Memory Network (MMN) encourages contributions from archives, museums, libraries and historical societies that maintain historical materials about Maine. All Contributors ("Contributing Partners") 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 Contributing Partner via the web interface to the MMN. All content presented on MMN remains the property of the Contributing Partner.
- 2. The Contributing Partner 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 Contributing Partner Manual, and from the MMN Staff at info@mainememory.net or (207) 774-1822 x227. For questions about cataloging, contact the Project Cataloger at <a href="mainememory.net">cataloger@mainememory.net</a> or (207) 774-1822 x234.
- 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 Contributing Partner hereunder. The Contributing Partner is encouraged to maintain appropriate back-up copies of any images, records, or data made available to MMN.
- 4. Contributing Partners may decide to make copies of their images available for sale or license to the public through MMN's sister website, Vintage Maine Images (VMI). This status may be changed at any time by the Contributing Partner, and instructions are available in the MMN Contributing Partner Manual.
- 5. By contributing images to MMN, the Contributing Partner 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. If the Contributing Partner chooses to sell a copy of an image on VMI, the Contributing Partner also grants to MHS, subject to the payment obligations set forth below, a non-exclusive right to market, reproduce and distribute copies of the image to others, including without limitation the right to sublicense, the right to use, reproduce, display, and publish the image on an Internet web site or in any other form or media, whether now known or hereafter created. Such licenses shall remain in effect until the Contributing Partner removes the image from the MMN or VMI site or configures the image's status to no longer permit the sale or license of copies of the image, as the case may be.
- 7. The Contributing Partner grants to MHS a non-exclusive, royalty free license to use its name and associated logo and any and all trademarks, trade names and service marks provided to MHS by the Contributing Partner, in connection with the permitted uses of the images.

- 8. MHS has no obligation to market or promote the purchase of images contributed to MMN or VMI, and may, in its sole discretion, remove any image from MMN or VMI at any time.
- 9. The Contributing Partner 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 of the 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

- 10. Requests for purchase or license of images will be handled through VMI's automated e-commerce engine. Alternately, patrons have the option of contacting the Contributing Partner directly. VMI offers two options for image delivery: a digital file or a standard print. Only scans that meet our high-resolution standards may be sold or licensed through VMI. Standards can be found in the Contributing Partner Manual or by contacting the Outreach Coordinator. In no way does selling or licensing copies of an image on VMI preclude the Contributing Partner from selling it in other venues.
- 11. All duplication, usage and handling fees will be billed to the patron by credit card at the point of sale. Digital files are available for publication and printing projects, and are priced according to stated use. License fees are calculated in the same manner for all images sold on VMI, and VMI reserves the right to change the prices or pricing structure at any time. Pricing information is available upon request.
- 12. In order to safeguard your intellectual property, all patrons are required to accept the Purchase & Use policies (found at <a href="https://www.mainememory.net/aboutus/aboutus\_disclaimers.shtml">https://www.mainememory.net/aboutus/aboutus\_disclaimers.shtml</a>) set by the MMN and VMI upon making a purchase or license. These regulations may be viewed in the policy section of the site. These policies apply to all copies of images sold or licensed on VMI, but the MHS reserves the right to change these policies.
- 13. MHS charges a 50% handling fee for processing the credit card transaction, filling the order, quarterly distribution of payments, shipping, and to defray hosting and site maintenance costs. Fees are subject to change by the MHS. The MHS will deduct applicable fees and charges and pass along the remainder to the Contributing Partner. Payments will be made within thirty days after the end of the applicable quarter on the following quarterly schedule: March 31, June 30, September 30, December 31. Payments will include information about each image sold or licensed, as submitted by the purchaser or licensee, including the name of the purchaser or licensee, contact information, stated use, circulation, distribution, and publication information. Credit Card information will not be revealed to the Contributing Partner. The Contributing Partner agrees to maintain all information submitted by the purchaser or licensee in accordance with the User Agreement and not to share, sell, or otherwise distribute or disclose such information to others.

## Copyright

14. In an effort to abide by United States Copyright law, if a copyright dispute arises over material submitted by a contributor, the material under contention will be removed from the web site

immediately, and will only be reinstated after clear copyright ownership is established. The Contributing Partner acknowledges that MMN and VMI has the right to remove any disputed image from the site without notice. The Contributing Partner 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 MMN 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 <a href="http://lcweb.loc.gov/copyright/">http://lcweb.loc.gov/copyright/</a> or see the Contributing Partner Manual.

15. The Contributing Partner 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 and VMI 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

- 16. All materials submitted to MMN and VMI should be appropriate for a general audience and be related to MMN'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. MMN reserves the right to remove unsuitable images and materials at any time.
- 17. Involvement in the MMN or VMI does not give a Contributing Partner the right to use images from other Contributing Partners without permission.
- 18. MMN and VMI will not be held responsible or liable to Contributing Partners or copyright owners for the use, misuse, or theft of images from the web site.

# Legal Terms

- 19. The obligations of the Contributing Partner concerning the copyrights in the images shall survive the termination of the licenses provided in Sections 4 and 5.
- 20. 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.
- 21. This Agreement shall be governed by the laws in effect in the State of Maine, regardless of conflicts-of-laws principles.
- 22. 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.
- 23. 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.

24. 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.

I have read and agree to the terms above. I am duly authorized, in the capacity described below, to execute contracts on behalf of the Contributing Partner identified below, and, in such capacity, I hereby agree to the foregoing terms on behalf of the Contributing Partner identified below.

Contributing Partner:	
Name:	Title:
Address:	
Signature	Date
☐ We choose not to particip contactOrganization's nat	ate in Vintage Maine Images and request that patrons be instructed to directly for purchase or license of images.
Signature	Date
	(2/1/2015)