

DIGITAL LIBRARY FEDERATION AQUIFER PROJECT AUTHORIZATION AND SUBMITTAL AGREEMENT

General Terms:

Aquifer Contributors understand that collections submitted for inclusion in the Digital Library Federation's Aquifer Project will be accessible to the public and must meet with following general and specific terms. Contributors certify that they have the legal authority to submit collection materials – metadata records and digital objects – and agree to assume all legal responsibility resulting from that submittal decision. Contributors must be the copyright holder, have permission to submit granted to them by the copyright holder, have a reasonable good faith belief that the materials may be deposited in accordance with Fair Use Principles of Law, or be submitting materials in the public domain. Contributors are responsible for clearing any rights prior to submitting any and all materials to DLF Aquifer or granting permission to DLF Aquifer to harvest metadata records and/or digital objects for inclusion in the DLF Aquifer collections.

Specific Terms:

Rights granted to the Digital Library Federation's Aquifer Project through this agreement are entirely non-exclusive. The Contributor is not transferring any copyright or other ownership interests in the metadata or digital objects submitted to DLF Aquifer. The Contributor is agreeing only to DLF Aquifer's right to utilize the collection materials as described in this agreement. All copyright rights and interests reside with the holding institution or copyright holder. The Contributor may submit updated or additional metadata or digital objects at a later time to Aquifer.

Collection materials are being deposited for open access use. Under this agreement, DLF Aquifer may manually or automatically harvest metadata records and digital objects, add them into the DLF Aquifer collections, and make the materials available to individuals and institutions throughout the world via the Internet.

The Contributor agrees that all metadata records submitted must point to digital objects, and that those digital objects must be publicly accessible. Use restrictions and copyright status for the metadata and the digital objects must be documented in the metadata by the Contributor. The Contributor further agrees that the metadata records submitted will meet DLF Aquifer metadata standards as closely as possible; may be harvested for inclusion in the DLF Aquifer collections; may be transformed to meet DLF Aquifer metadata standards; may be included in a publicly available DLF Aquifer collections catalog; and may be made available for additional harvesting as part of the DLF Aquifer collections.

The Contributor understands that the DLF Aquifer project assumes a distributed environment for the development of tools to access and use the materials included in the DLF Aquifer collections. The Contributor agrees that materials included in the DLF Aquifer collections may be made available through interfaces and tools developed by multiple institutions. As part of the tool development by the DLF Aquifer project, public access catalogs and tools will be developed that

may present the objects themselves in addition to their metadata. The metadata and digital objects submitted may be included in this development effort. DLF Aquifer reserves the right to, at a future date, harvest the digital objects referenced in the metadata records for co-location.

The Contributor understands and agrees that collections, once offered, are presumed to be available as long as Aquifer wishes to use them, but DLF Aquifer also asserts the right to withdraw collections from the project for any reason in DLF Aquifer's sole discretion. DLF Aquifer will, however, convey in writing its reasons for withdrawing a collection to the Contributor or contributing institution in writing.

By _____

On behalf of _____ organization at _____ institution

Printed Name

Date