

HathiTrust Digital Assets Agreement

Complete the Agreement form below for submission of digital assets to the HathiTrust Digital Library (“HathiTrust”). Print two copies of the completed form and have them signed by your representative who is authorized to enter into legal agreements. Send these copies, with a Digital Assets Submission Inventory for each discrete submission, to HathiTrust. Upon acceptance, HathiTrust will return one signed original.

NAME OF INSTITUTION: _____

ADDRESS: _____

NAME OF CONTACT: _____

TITLE OF CONTACT: _____

EMAIL: _____

TELEPHONE: _____

1. Introduction

The digital assets described in this Agreement will be deposited with HathiTrust for archiving and/or distribution for non-commercial purposes. This Agreement does not request or require transfer of copyright to HathiTrust.

2. Definitions

“Agreement” – this document, including all of its terms and conditions and any completed Digital Assets Submission Inventory (DASI)

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

“Digital Assets Submission Inventory (DASI)” – the document that specifies submission content and which, along with this document and its terms and conditions, constitutes the Agreement

“Federate” – to virtually bring together digital assets for access and/or preservation purposes in such a way as to allow transparent searching as if they were a single database for presentation purposes

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

“HathiTrust Administrators” – The University of Michigan Library, Indiana University and the University of California

“Submission” – Either (a) a continuous stream of data from a particular source (e.g., Google); or (b) a specific body of content characterized by uniform technical and legal characteristics.

3. License

The Depositor grants HathiTrust and its agents, operating on behalf of the Participating Libraries, the non-exclusive right to use the Digital Assets for non-commercial Purposes for a term of:

_____ Perpetuity

_____ 5 years commencing upon execution of this Agreement

Such right shall include, but not be limited to, the right to:

- 3.1 electronically view, present and display to others the Digital Assets, including providing access via the web and, display as permitted by the rights indicated in the Digital Assets Submission Inventory (DASI);
- 3.2 Federate and incorporate the Digital Assets into databases containing other digital assets;
- 3.3 augment or create metadata to enhance service capacity;
- 3.4 electronically store, archive, copy and/or convert the Digital Assets for preservation purposes.

4. Depositor’s Obligations

4.1 The Depositor hereby warrants that:

- 4.1.1 the rights and permissions information as specified in the Digital Assets Submission Inventory is reliable and up to date;

4.1.2 The information in the bibliographic record, including but not limited to date, place of publication, and whether the Digital Asset constitutes a U.S. government document is reliable and up to date.

5. HathiTrust Administrators' Obligations and rights

5.1 The HathiTrust Administrators shall:

5.1.1 make reasonable efforts to manage the Digital Assets during the term as set forth in section 3 above, developing them as appropriate to make them available for Non-commercial Purposes;

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 provide basic services including storage, backup, management, fixity checks, and periodic refreshment by copying the data to new storage media;

5.1.6 The HathiTrust software systems and services used to support online access to the Digital Assets are the property of the University of Michigan, and they may be modified periodically as deemed necessary. Depositor will be notified 30 days prior to any modifications that may affect access to the archive.

5.2 HathiTrust may assume custodial responsibility for previously accepted Digital Assets "orphaned" by the dissolution of the Depositor and not formally assigned to the custody of another agency.

5.3 Although due care will be made to preserve the physical integrity of the Digital Assets, HathiTrust shall incur no liability for the loss of or damage to deposited Digital Assets.

6. Dissolution of HathiTrust

If HathiTrust dissolves without formal assignation of this Agreement and obligations herein, or otherwise discontinues its management of the Digital Assets, the Depositor may revoke the license effective immediately upon notice to HathiTrust, or in the event of HathiTrust's dissolution, upon notice to its successor.

Agreed and Executed on Behalf of Depositor:

Depositor's Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Agreed and Executed on Behalf of HathiTrust:

HathiTrust's Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

HathiTrust Digital Assets Submission Inventory

Information about Contributing Institution

Name of Institution	
Website	
Authorized Representative	
Title	
Phone Number	
Fax Number	
Email	
Technical Contact	
Phone Number	
Fax Number	
Email	

Title of Collection

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Brief Description of Content and Content Subject Area

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Authority of Data/Provenance

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Object Type / Material Type Description

Object Type	File Size (estimate in bytes)	# of Objects
Texts - ASCII		
Texts - XML		
Images - TIFFs		
Images – JPEG2000		

Rights (Please indicate copyright status and copyright owner. If permissions have been obtained from the copyright holder to display in copyright items that are part of this submission, please attach the permission documentation to this document.)

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Access Restrictions (Please indicate if any access restrictions are applicable to these digital assets indicating to whom and dates of restriction)

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Data Submission Method (Please indicate method of submission)

Return from Google	
FTP (zip or tar files)	
disk	
CD	
DVD	

Indicate if data is compressed or uncompressed (please specify file type)

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