



GREAT BASIN COLLEGE
**Virtual
Humanities
Center**

Digital Collection Deposit and Reproduction Agreement

_____ (hereafter, "Contributor") hereby agrees to deposit the following item(s) or collection(s) with the Great Basin College Virtual Humanities Center (VHC) in digital format:

Subject to the following conditions:

1) Contributor agrees to place the digital items named above in permanent deposit with the VHC, to be gifted permanently if Contributor were to cease operations.

2) Which in consideration of VHC making the above described items available for research, Contributor grants a non-exclusive, for the full term of copyright protection, royalty free license to the VHC: (check all which apply)

- To reproduce, publish, archive, preserve, conserve, and communicate to the public on the Internet, as well as any successor technologies, whether now existing or hereafter developed, the digital materials described above worldwide, for non-commercial purposes, utilizing software which prohibits the direct download of the digital materials;
- To authorize the reproduction, publishing, downloading, editing, and repurposing, in whole or in part, of the digital materials described above, and allow the communication to the public on the Internet, as well as any successor technologies, whether now existing or hereafter developed, of such derivative works of the digital materials described above worldwide, for non-commercial purposes. **Authorization includes making digital materials directly downloadable through any software the VHC would use now and in the future;**
- To authorize the reproduction, publishing, and distribution of the digital materials described above by educators worldwide for classroom use and related non-commercial purposes;
- To authorize, sub-license, sub-contract or procure any of the acts agreed to above.

3) By this license to VHC, Contributor does not give up any copyright, literary, artistic, or performance rights associated with the materials, or the rights inherent in creative works such as songs, poems, lectures, and other compositions.

4) Contributor agrees to assume responsibility for clearing copyright, literary, artistic, and performance rights and obtaining permission for the use of any such material in the digital materials described above, and to identify such clearance rights to the VHC. The Contributor will provide to VHC a list of potential rights holders associated with the deposit within thirty (30) days of the deposit. The VHC will attempt to provide notification to such rights holders that materials were deposited with VHC. Contributor further agrees to hold harmless the VHC, Great Basin College, or the Board of Regents of the Nevada System of Higher Education or any of their agents or employees from any liability for copyright infringement or violations of copyright, literary, artistic, or performance rights in the use of this material (should infringement arise now or in the future), together with costs of defense.

5) All digital materials identified above as restricted will be maintained by the VHC as closed for research or any other use for a period of years mutually agreed upon by representatives of the organization and of the VHC. This restriction shall be subject to such exceptions as may be provided by law. Closed digital materials will be clearly labeled prior to delivery to the VHC. Exceptions to access restrictions will be provided to the VHC in writing.

6) Contributor or a designated representative agrees to work with the VHC to develop a description and cataloging schema of the above mentioned digital materials, which the VHC will maintain with the above mentioned digital materials.

7) The VHC agrees to maintain the digital materials under conditions which will provide for their security, preservation and access. This maintenance may include the creation of non-circulating digital backups for security and preservation purposes.

8) Contributor may remove said records from the VHC if the above conditions are not met only after a) identifying to the VHC one or more of the conditions of deposit that have been violated and allowing VHC ninety (90) days to correct the situation; and b) on the VHC's failure to correct the situation within ninety (90) days, declaring Contributor's intention to withdraw the digital materials after an interval of at least thirty (30) days. Contributor agrees to allow VHC to maintain the description of the items with a notation that such items are no longer available through VHC.

9) Contributor may withdraw the digital materials from the VHC for a reason other than that specified above any time after five (5) years from the date of the agreement. Contributor shall declare in writing the intention to remove the digital materials, and VHC will complete the process with thirty (30) days. Contributor agrees to allow VHC to maintain the description of the items with a notation that such items are no longer available through VHC.

Dated this _____ day of _____, 20_____.

Approved for Great Basin College

Approved for Contributor

Director, VHC:

Contributor or Representative:

Name:

Name:

GBC Representative:

Contributor or Representative:

Name:

Name: