

**Case Western Reserve University / Digital Case
Digital Case Deposit Agreement**

Complete the Agreement form below for submission of digital assets to the Digital Library of Case Western Reserve University (Digital Case and Case respectively). Print two copies of the completed form and have them signed by you or your representative, who is authorized to enter into these types of agreements. Send both fully executed originals, along with the Digital Assets, to the Digital Library Initiatives Office at Kelvin Smith Library. Upon acceptance, Digital Case will return one signed original to you.

NAME: _____ (“You” or “Your”)

ADDRESS: _____

DEPARTMENT: _____

CASE NETWORK ID: _____ **TELEPHONE:** _____

FAX: _____

1. Introduction

The Digital Assets described in this Agreement will be deposited in Digital Case for archiving and/or distribution for non-commercial purposes, including teaching, research and private study. This Agreement does not request or require transfer of copyright to Digital Case.

2. Definitions

- **Agreement:** This document, including all of its terms and conditions, appendices and Exhibits that contain an inventory of the Digital Assets, which are attached thereto.
- **Commercial purposes:** Use for purposes that generate a profit, either directly or indirectly for Case.
- **Digital Assets:** Digital content (including but not limited to images, texts, sounds, video) and/or data descriptive of the content and its digital format.
- **Educational purposes:** Use for purposes related to teaching, research and private study that does not generate a profit.
- **Federate:** To virtually bring together digital assets for access and/or preservation purposes in such a way as to allow transparent searching and display 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.
- **Warrant or Warranty:** A promise that certain facts are truly as they are represented to be and that they will remain so, subject to specified limitations.

3. Ownership and Copyright

- 3.1.1 You represent and warrant that you are sole owner of, and have sole title to the materials in the Exhibit and that you have the authority to grant the rights contained in this Agreement. You also represent and warrant that, to the best of your knowledge, the Digital Assets in the Exhibit do not infringe upon anyone's copyright. If the Digital Assets contain materials for which You do not hold copyright, You represent that you have obtained the unrestricted permission of the copyright owner to grant Digital Case the rights by this Agreement and that such third party owned material is clearly identified and acknowledged within the text or content of the submission.
- 3.1.2 If the submission is based upon work that has been sponsored or supported by an agency or organization other than Case, You represent and warrant that You have fulfilled any right of review or other obligations required by such contract or agreement.
- 3.1.3 You shall retain all copyright, if any, that You have in the Digital Assets, unless You specifically assign copyright to Case. You have an affirmative obligation to provide written notice to Digital Case if there is any change in ownership during the term of this Agreement. Digital Case assumes no responsibility to search for You if You cannot be reached at the address of record.
- 3.1.4 Digital Case reserves the right to remove Digital Assets without prior approval by You, if it learns that the material violates the intellectual property rights, including but not limited to copyright, of a third party.

4. Exhibition and Use of Materials

- 4.1 You grant Case and its agents a non-exclusive, perpetual right to use the Digital Assets identified in the Exhibit (in any digital or electronic media now known or later developed) for non-commercial use. Such right shall include, but not be limited to, the right to:
- 4.1.1 electronically view, present and display to others the Digital Assets, including providing access via the web and display in classrooms

and other public venues;

- 4.1.2 federate and incorporate the Digital Assets into databases containing other Digital Assets;
- 4.1.3 augment or create metadata to enhance service capacity;
- 4.1.4 electronically store, archive, copy and/or convert the Digital Assets for preservation purposes;
- 4.1.5 provide copies of the Digital Assets via the Digital Case web site to external recipients.

5. Digital Case's obligations and rights

5.1 Digital Case shall:

- 5.1.1 make reasonable efforts to manage the Digital Assets in perpetuity, developing them as appropriate to make them available for non-commercial use;
 - 5.1.2 make reasonable efforts to comply with and inform end users of *known* copyright restrictions pertinent to Your Digital Assets;
 - 5.1.3 cooperate with You to ensure that Digital Assets are replaced or removed as needed to comply with claims related to copyright restrictions;
 - 5.1.4 obtain express written permission from You or copyright owner to use the Digital Assets for any commercial purpose;
 - 5.1.5 not pay income, royalties or any other benefit to You or copyright owner, their heirs, transferees and assigns, for the acceptance and use of the Digital Assets for non-commercial purposes.
- 5.2 Digital Case may assume custodial responsibility for previously accepted Digital Assets "orphaned" by the death or dissolution of the Depositor and not formally assigned to the custody of another agency.
- 5.3 Digital Case shall provide custodial care to the Digital Assets and precautions will be taken to preserve the integrity of the Digital Assets and to protect them from theft and damage while in Digital Case's custody.
- 5.4 Digital Assets covered by this instrument shall be subject to subpoena, lawful process or other requirements of law.

6. General

- 6.1 In the event that You breach the Agreement and fail to cure said breach within seven (7) days after receiving written notice thereof, Case has the right to terminate this Agreement without penalty to Case. In the event that Case terminates this Agreement for breach by You, Case reserves the right to seek reimbursement for all costs associated with the process and preparation of the Digital Assets during the term of the Agreement. Case shall submit an invoice to You no more than sixty (60) days following the effective termination date. You shall make payment in full to Case no more than thirty (30) days following receipt of invoice.
- 6.2 In the event that there is an alleged breach of the Agreement, the parties agree first to attempt to informally resolve the dispute. If the parties cannot informally resolve the dispute within thirty days of the alleged breach, the parties may pursue all other remedies.
- 6.2. In the event that You may, from time to time and subject to acceptance by Case, deposit additional papers and other materials, this Agreement shall be applicable to the additional deposit. A description of the additional papers and materials shall be provided by You and attached as an exhibit to this Agreement.
- 6.3. This Agreement shall not be modified except in writing executed by both parties.
- 6.4. This Agreement shall be bound by, and construed under, the laws of the State of Ohio.

Remainder of Page Intentionally Left Blank
Signatures on Following Page

Agreed and Executed on Behalf of Depositor:

Depositor or Depositor's Authorized Representative
Name:

Title:

Signature:

Date: _____

**Agreed and Executed on Behalf of Digital Case and Case Western
Reserve University:**

Digital Case's Authorized Representative
Name:

Title:

Signature:

Date: _____

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