

Institutional Acknowledgment Form Information

Recently your library was provided access to the CONTENTdm Acquisition Station Software which may be installed and used on one workstation. For those institutions choosing to contribute digitized items to the CARLI central collection, an acknowledgement form must be signed and returned to the CARLI business office.

One of the conditions in the Agreement between CARLI and OCLC for use of the CONTENTdm Software requires that individual institutions that choose to contribute Items to the CARLI central Collection agree to abide by the terms of the Agreement. The ***Institutional Acknowledgement Software License Terms and Conditions Agreement*** form is Attachment 7 of the Agreement.

The Institutional Acknowledgment form that must be signed refers to Section 4.1 of the Agreement. In the Agreement, "Licensee" means the Board of Trustees of the University of Illinois, on behalf of CARLI, and "End-User" means any individual authorized by CARLI to access, view and/or use CARLI's Collections. The following is Section 4.1 of the Agreement:

"Licensee recognizes that Items may be subject to third-party copyright and/or other proprietary rights, and will manage End-User access to such Items accordingly. Licensee agrees to be responsible for complying with the requirements of all applicable copyright laws and other laws applicable to any proprietary material contained in Items in Licensee's Collections to the extent necessary for Licensee's lawful use of the Software. By including an Item in its Collections, Licensee represents and warrants to OCLC and its licensor that it has complied with the foregoing sentence with respect to such Item to the best of its knowledge after reasonable inquiry, or, in the case of Items included by a Third-Party, that the Third-Party has provided the acknowledgement set forth under Section 4.4 of this Agreement. In the event of a claim that any Item in Licensee's Collections violates any third-party copyright or other proprietary right, Licensee agrees to immediately suspend End-User access to such Item pending resolution of such claim. OCLC will promptly inform Licensee of any claim of infringement related to an Item in Licensee's Collections of which OCLC becomes aware. Licensee agrees to attach applicable copyright statements to Items in Licensee's Collections made available to End-Users, including any restrictions applicable to such Items which are different from or in addition to those imposed by applicable copyright law."

Another direct reference to the Agreement in the acknowledgement form is Section 4.2. This section states the following:

"Licensee may choose to give OCLC the Collection Records and Collection Metadata corresponding to Items in Licensee's Collections. In such case, Licensee hereby grants to OCLC the perpetual, irrevocable, non-exclusive, royalty-free, sublicenseable, transferable, world-wide right to use, copy, display, publish, prepare derivative works from and distribute the Collection Records and any Collection Metadata corresponding to Items in Licensee's Collections (including derivative works made from each)."

Please note that records and/or metadata will not be provided to OCLC by CARLI without the contributing institution's prior written consent.

The complete Agreement between OCLC and CARLI is password protected and located along with other CARLI contracts at <http://ilcso.illinois.edu/cocoon/idal/login>. Institutional Login ID's and passwords are the ones currently used by your institution to access the CARLI selection database. If you did not obtain an ID/password or have misplaced it, please contact CARLI staff (support@carli.illinois.edu).

If you have any questions regarding the Agreement or the Institutional Acknowledgement form, please do not hesitate to contact CARLI staff (support@carli.illinois.edu).

If your institution would like to contribute Items to the CARLI Collection, please have the enclosed form signed by the appropriate individual for your institution and send to the following address:

University of Illinois/CARLI
CARLI Business & Financial Services
616 E. Green St., Suite 213
Champaign, IL 61820

Thank you for your cooperation and assistance.

**Institutional Acknowledgement
Software License Terms and Conditions Agreement**

I _____, acting on behalf of [*insert institution name*] acknowledge that the Consortium of Academic and Research Libraries in Illinois (CARLI) has provided access to a password protected copy of the Agreement between the University of Illinois (as agent for CARLI) and OCLC. This Agreement provides for use of the CONTENTdm Software and the CONTENTdm Multi-Site Server Software by CARLI (Licensee). [*insert institution name*] is a participating CARLI Authorized Site (Third- Party) which has authorized Licensee to use the Software to access and display [*insert institution name*] Collection(s) to End-Users.

- “Collections” means digital collections of Items.
- “Item” means a single, complete document, image, audio file or other piece of media, including, but not limited to, photographs, slides, maps, manuscripts, rare books, audio and video clips, postcards and monographs, in formats specified as acceptable by OCLC which is described by one Collection Record.
- “Collection Record” means a set of Collection Metadata elements presented in a format prescribed by OCLC which provides information about an Item and a link to the relevant Item.
- “Collection Metadata” means descriptive, administrative and technical information relating to individual Items and Collections as a whole.

[*insert institution name*] hereby agrees to abide by the terms and conditions in Section 4.1 of the Agreement between OCLC and CARLI with regards to Items provided to CARLI to be included in [*insert institution name* 's] Collections. In particular, [*insert institution name*] agrees to be responsible for complying with the requirements of all applicable copyright laws and other laws applicable to any proprietary material contained in Items in [*insert institution name* 's] Collections to the extent necessary for CARLI's lawful use of the Software. By including an Item in its Collections, [*insert institution name*] represents and warrants to CARLI, OCLC, and OCLC's licensor that it has complied with the foregoing sentence with respect to such Item.

Prior written consent from [*insert institution name*] must be obtained by CARLI to make the license grant to OCLC as set forth in Section 4.2 of the Agreement.

(Signature)

(Date)

(Printed Name)

(Title)