

ATTACHMENT C



CARLI

Consortium of
Academic and Research
Libraries in Illinois

**CARLI Digital Collections
Image License Terms and Conditions Agreement
June 2018
Updated January 1, 2025**

This Agreement is entered into between [NAME OF PARTICIPANT INSTITUTION], through its academic library (“Participant”), and the Governance Board of the Consortium of Academic and Research Libraries in Illinois (“CARLI”) and is effective as of the final date of signature.

WHEREAS, CARLI is a voluntary, unincorporated association of institutions of higher education and research libraries in Illinois; and

WHEREAS, Participant is currently a CARLI Governing Member; and

WHEREAS, Participant desires to add digital content to the CARLI digital collections currently available through <https://collections.carli.illinois.edu/> and to online social media platforms and websites (Online Platforms); and

WHEREAS, CARLI desires to incorporate Participant’s digital content into Collections and the parties agree to do so under the following terms and conditions of this agreement; and

WHEREAS, CARLI desires to promote CARLI digital collections through social media sites to further exposure of the images through the use of these widely used platforms.

NOW, THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the parties agree as follows:

A. Definitions.

“Collections” means digital collections of Items hosted by CARLI or Online Platforms.

“Items” means images, audio files or other pieces 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 CARLI.

“Participant Items” means the Items owned by Participant identified in Attachment A,

attached hereto and incorporated herein.

“Metadata” means descriptive, administrative and technical information relating to individual Items.

“Online Platforms” means social media sites, including X, Tumblr, Facebook, Flickr, and Instagram.

B. Terms and Conditions.

1. Representations and Warranties. To the best of Participant’s knowledge, Participant represents and warrants that: (i) the Items do not infringe any third party rights, including without limitation, intellectual property rights and privacy rights; (ii) Items are original works of the Participant or obtained pursuant to proper permissions authorizing the grant of rights herein; and (iii) are not defamatory, libelous, or obscene.

With respect to Items licensed by Participant pursuant to this Agreement, Participant agrees to abide by the terms and conditions of the CARLI Digital Collections guidelines and policies as currently provided at <https://www.carli.illinois.edu/products-services/contentdm/dig-coll-colldevpolicy>, including, without limitation, the CARLI Development Policy as currently provided at <https://www.carli.illinois.edu/products-services/contentdm/dig-coll-colldevpolicy>, and Required Metadata Fields for CARLI Digital Collections, as currently provided at <https://www.carli.illinois.edu/products-services/contentdm/mdatafields>; and all applicable copyright laws and other laws applicable to any proprietary material contained in Items. Participant agrees to be bound by any updates to the foregoing guidelines and policies provided that CARLI shall notify Participant of such update, at which time Participant may request removal of its Items from the Collections and no longer be bound by this Agreement.

2. Participant shall use good faith efforts to comply with the CARLI’s “Best Practices” regarding Collections, as currently provided at <https://www.carli.illinois.edu/products-services/contentdm/cdm-documentation>.

C. Ownership and Licensing

1. Ownership. Participant retains all ownership rights, title, and interest in and to the Items and Participant’s corresponding Metadata.

2. License to Items. Participant hereby grants CARLI a non-exclusive and perpetual right to (a) use, reproduce, distribute, display, publish, and incorporate the Items in the Collections and make Items available to end users; (b) modify Items as technically

necessary to incorporate any Item or Items into the Collections; and (c) sublicense the foregoing rights to Online Platforms to promote CARLI digital Collections and Items on social media, except for Items that are excluded by Participant on Attachment A, for which Participant elects not to grant sublicensing rights, as attached hereto and incorporated herein.

Unless an Item is listed on Attachment A, the sublicense set forth in this section shall apply to all Items and Participant acknowledges and agrees to the terms of use of the Online Platform. CARLI shall not be responsible for any end user use of such Online Platform, its distribution or access. Participant agrees that end users may use the Items in accordance with fair use, to the extent fair use applies, and the use rights granted pursuant to the applicable Metadata provided by Participant.

3. Metadata. Participant agrees to provide CARLI all Metadata associated with Participant Items in accordance with CARLI's Metadata guidelines, as currently provided at https://www.carli.illinois.edu/sites/files/digital_collections/documentation/guidelines_for_metadata.pdf.

4. Credit and Attribution. In consideration of Participant granting CARLI a license to Participant Items, CARLI agrees to give credit and attribution to Participant when publishing its Items. Participant authorizes CARLI, and grants CARLI the right to authorize Online Platforms to use its name to grant the foregoing credit and attribution.

D. Liability and Governing Law

1. Neither party to this agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law.

2. CARLI will not be liable for and Participant will assume all responsibility for any and all claims and liabilities arising out of: Participant's breach of warranties and representations pursuant to Section B (1) above.

3. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles. Neither party waives any rights or defenses it might have, including sovereign immunity, by entering into this Agreement.

The individual signing this Agreement represents that the individual has the appropriate authority to bind the Participant to this Agreement.

Name of Institution: _____

Participant:

Signature

Print Name

Title

Date

Acknowledged by CARLI:

Acknowledged by Library:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

To be completed by Institution and returned to:
Consortium of Academic and Research Libraries in Illinois (CARLI)
1704 Interstate Drive
Champaign, IL 61822
support@carli.illinois.edu

Completion of Attachment A is optional. Complete Attachment A only if Participant elects NOT to sublicense for inclusion some or all of its CARLI Digital Collections content to Online Platforms. For questions contact CARLI staff at 217-244-7593 or 866-904-5843 or email support@carli.illinois.edu

**CARLI Digital Collections
Image License Terms and Conditions Agreement
Attachment A – Excluded Items**

To be completed by Participant and returned to:
Consortium of Academic and Research Libraries in Illinois (CARLI)
1704 Interstate Drive
Champaign, IL 61822
support@carli.illinois.edu

Participant Name:

Date:

**Name of person
completing:**

Participant elects NOT to sublicense these Collections/Items for inclusion to any Online Platforms:

Collection or Item Name	Number of Images