

# AADL Content Distribution Agreement

This agreement is by and between:

\_\_\_\_\_ (“Submitter”)  
(Printed name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Organization)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(E-Mail)

and

Ann Arbor District Library (“Library”)  
353 S. Fifth Avenue  
Ann Arbor, Michigan 48104.

## Background

A. Library is engaged in the development, promulgation, publication, licensing, promotion, and other activities related to the digital distribution of content via the internet.

B. Submitter wishes to submit to Library materials consisting of text, images (still or motion), sound recordings, and other materials submitted with this agreement (the “Materials”) that are, or may be considered, works of authorship or otherwise protected by the law of copyright or subject to rights of attribution or other rights. Submission of such materials with, or in connection with, this agreement shall be sufficient to bring such materials within the scope of “Materials.” All materials submitted by this submitter are bound by this agreement.

C. In order to digitally distribute the Materials via the internet and make other uses of the Materials, Library desires to have certain rights in the Materials.

D. Submitter wishes to grant such rights to Library.

## Agreement

Therefore, Submitter agrees as follows.

1. Submitter hereby grants to Library an irrevocable, non-transferable, non-exclusive, royalty-free worldwide and perpetual license to digitally distribute the Materials to the public via the internet, and to perform or display the Materials publicly. Such license is granted notwithstanding any rights of Submitter or any other person in the Materials under Section 106A of the United States Copyright Act or any similar law.

2. Submitter grants to Library, on behalf of each and every person whose likeness appears in the materials or who is identified in the materials, the right to identify such person, to use such person's likeness, and to make reasonable comment thereon and thereabout. Library shall have no liability to Submitter or any other person depicted in, or identified by, the Materials except where commentary of Library is made with knowledge of the falsity of such comment or with reckless disregard for the truth of such comment.

3. Materials distributed by the Library via the internet will be released into the Creative Commons under the Creative Commons Attribution-Non-commercial-Share-alike 3.0 license. This allows consumers of the Materials to freely share and transmit the work for non-commercial purposes provided appropriate attribution. A complete description of this license is available at <http://creativecommons.org/licenses/by-nc-sa/3.0/>.

4. Library retains the right to accept or reject the Materials. Library is under no obligation to publish the Materials or otherwise apply the Materials to any specific purpose.

5. Submitter represents and warrants to Library that Submitter has rights in the Materials, and on behalf of all persons whose likeness appears in the Materials or who are identified in the Materials, in each case fully sufficient to grant the licenses, excupations, and other rights granted in this agreement.

6. Submitter will indemnify, defend, and hold harmless Library and its equityholders, directors, officers, employees, agents, attorneys, affiliates, successors, assigns, licensees, and distributors against any and all damages, losses, claims, suits, and costs (including reasonable attorneys' fees) arising out of, or related to, any allegation by a third party that the Materials, or their use as permitted under this agreement, violates, infringes upon, or misappropriates any right of a third party, or constitutes a tort of any kind against a third party.

7. The license granted hereunder is gratuitous and the grant of such license is full and complete upon the execution by Submitter of this agreement. Library will have no obligation to pay to Submitter or any other person any consideration in return for the license granted in this agreement.

8. If any provision or provisions of this agreement is held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Michigan and the federal law of the United States federal law without regard for their conflict of law rules. Any claim or suit arising out of, or related to, this agreement may be brought only in the courts of the State of Michigan sitting in Washtenaw County, Michigan or in

the United States District Court for the Eastern District of Michigan – Southern Division.

10. No rule of law that requires that this agreement be construed against the drafter will have any effect on the construction of this agreement.

11. Unless otherwise specified by Library in writing, Library makes the following declaration for tax purposes: The grant of this license does not entitle Submitter to any goods, services, or other consideration in exchange for such grant.

12. This agreement represents the full and final grant of Submitter with regard to the Materials and the other subject matter of this agreement and integrates all prior or contemporaneous discussions, negotiations, correspondence, and other communication with regard to the subject matter of this agreement. This agreement may not be modified except by a writing signed by Library.

Submitter Signature: \_\_\_\_\_

Date: \_\_\_\_\_

AADL Official Signature: \_\_\_\_\_

Date: \_\_\_\_\_