



## **Am Baile: Model contract covering Intellectual Property Rights**

An agreement on the .....day of ..... 20.....

1. This agreement is between ..... now known as 'The Contributor' whose address is .....  
.....

and The Highland Council now known as 'THC' whose address is Council Buildings, Glenurquhart Road, Inverness IV3 5NX.

The Contributor is the owner of an item or collection of material which [he/she/it] wishes to allow THC to use. THC wishes to digitise the item/collection, i.e. copy it into a form which can be stored and/or viewed on a computer or other electronic device for any private, non-commercial or educational use.

2. The Contributor agrees to allow THC:

- a. To copy the material and make any changes necessary to make it available to the public. It may be necessary to edit the material, or to improve the image e.g. by sharpening or brightening to enable it to be viewed on the website
- b. To publish the material on the Am Baile website by any reasonable means
- c. To allow users of the Am Baile website to copy the material for private or educational use
- d. To copy or use the material for any reason associated with the management of the website, e.g. publicity, auditing or evaluation

The Contributor gives THC and the users of the Am Baile website permission to use the material, in the ways listed above, throughout the world and until further notice.

The Contributor will not charge THC for this, and will not receive any payment from THC. THC will give The Contributor a copy of the digitised version to use as [he/she/it] wishes.

This agreement does not prevent The Contributor from allowing other people or organisations to use the same material.

### 3. WARRANTY

The Contributor confirms to THC and users of the website that:

- a. [He/she/it] has the right to allow THC to use the material in the ways listed in section 2 of this agreement
- b. [He/she/it] has the right to have the material digitised (copied into a form which can be read and displayed by a computer)
- c. [He/she/it] has not made any agreement with another person or organisation which would affect the terms of this agreement (e.g. allowing someone else the sole use of the material)
- d. That in using this agreement, the New Opportunities Fund, THC and the users of the Am Baile website are not infringing anyone else's copyright or Intellectual Property Rights
- e. The material contains no libel, slander or indecency

4. THC may take reasonable action to prevent anyone from using material on the Am Baile website in ways which are not allowed. This may affect the quality of the image that appears on the website, e.g. by adding a watermark. THC does not guarantee that these measures will prevent unauthorised use.

5. There is at present no charge to users of the Am Baile website. If THC decides to make any charges in the future, it will inform The Contributor. The Contributor will then have the opportunity to withdraw consent and the material will be removed from the website at the first opportunity.

6. The Contributor will provide THC with a copy of the material in an agreed format. THC will pay the cost of having it converted to a format suitable for use on the Am Baile website and will give The Contributor a copy of this version to use in any way [he/she/it] wishes. The original material will be returned to The Contributor.

7. This agreement takes effect when The Contributor and THC have signed it, and continues until further notice.

8. The Contributor and THC may end this agreement if:

- a. the terms of the agreement are broken and the matter cannot be resolved within 30 days OR
- b. either The Contributor or THC includes the material in agreement with [his/her/its] creditors
- c. The business of The Contributor or THC is wound up (other than to reorganise or to amalgamate with another business or organisation) or a receiver is appointed

9. This agreement shall be governed by Scots Law.

**10.** The Contributor and THC are not liable for any loss or for failing to carry out any of the requirements of this agreement due to causes beyond their control.

**11.** Neither The Contributor nor THC may transfer their rights or duties under this agreement without first obtaining the written consent of the other party.

**12.** THC recommends that The Contributor discusses the long term preservation of material with The Highland Council Archive Service.

This agreement is accepted by the following, who are authorised to sign:

SIGNED BY .....

Name of Organisation or individual .....

WITNESSED BY .....

Address .....

SIGNED BY .....

THE HIGHLAND COUNCIL

WITNESSED BY .....

There will be an Appendix A, describing the material in detail.