

# **THE BRITISH LIBRARY ENDANGERED ARCHIVES PROGRAMME**

## **GRANT OF PERMISSION FORM – INSTITUTIONS**

### **The Endangered Archives Programme**

Archives around the world can be at risk due to general neglect, poor storage or damaging environmental conditions; they can also be in danger due to wanton destruction. The Endangered Archives Programme (EAP) tries to address this. Since 2004 we have supported over 350 projects in 90 countries worldwide, resulting in over 6.5 million images and 25,000 sound tracks being preserved. In addition to being accessible through local archival partners, this growing archive of digitised material is available freely online through this website for the benefit of researchers everywhere.

### **Copyright**

In order to incorporate the digital material into our collection and make it available, the British Library first needs to address the copyright protection in the materials which have been digitised. To do this we need to take the following steps:

- We first ask that you confirm your institution is the owner of the copyright in both the material which has been digitised and also in any additional material embedded within the Works, and so are in a legal position to grant us permission to digitise the Works and make the copies available.
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### **Cataloguing and Metadata**

An integral part of including the Works in the British Library collection is creating a description of the material to be included in our catalogue, and adding metadata to the digitised items. This enables our users to locate material of interest in the BL collections and provides information about the material and where it came from. To enable this we make all our catalogue information available under a CC0 licence.

Further information about the CC0 Licence can be found at the end of this document.

### **Legal and Ethical Responsibilities**

The British Library takes its legal and ethical responsibilities very seriously. We strive to treat the material in our collection in the most sensitive and responsible manner possible. The Library's framework for handling these issues is detailed in the Further Information section at the end of this document.

# THE BRITISH LIBRARY & ENDANGERED ARCHIVES PROGRAMME

## GRANT OF PERMISSIONS FORM – INSTITUTIONS

Between:

**The British Library Board** of 96 Euston Road, London, NW1 2DB (**The Library**),

and

..... (**The Institution**)

### Warranty

This is to warrant that The Institution is the owner (or authorised representative of the owner) of all the necessary rights in the material listed in Schedule A (**the Works**) to be licensed, and the Institution is fully entitled to grant the British Library permission to use the Works as set out below. The Institution further warrants that the Library's use of the Work in this way shall in no way infringe the rights of any other party.

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- store, access, use, reproduce and distribute the Works for non-commercial purposes, and to grant third parties a license to use the work for non-commercial purposes in accordance with this agreement.
- allow users of the digital collection, including researchers, students and teachers, to download and make copies, and adapt the work for non-commercial purposes only. The copyright holder shall be credited.
- make metadata derived from the Works available free of charge under a CC0 – 'No Rights Reserved' dedication as set out in Schedule B of this agreement

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Alternatively, please specify how you would like the Works to be credited:

.....

This Agreement will be governed by and construed in accordance with English law and the jurisdiction of the English Courts.

Please indicate your acceptance of the above by countersigning the enclosed copies of this form, keeping one copy and returning the other to the British Library.

**For and on behalf of the owner of the Works**

Signed ..... Date .....

Name [please print] .....

Institution [please print] .....

Email & Postal Address.....

**SCHEDULE A - Material covered under the Agreement (the Works)**

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## **SCHEDULE B - Further Information**

### **Creative Commons Attribution – Non Commercial (CC BY-NC) licence**

This licence allows the widest possible use of the digitised material. Users can download, share online and offline, copy, adapt and redistribute the material in any medium or format. This may include modifying and placing a copy into a new original work. All uses must be non-commercial and users must attribute credit when they share or adapt material. Furthermore, they must also provide a link to the licence and indicate where any changes were made to the original material.

For example, a teacher developing an educational package may download the material from our website, editing relevant sections to fit the need of the teaching requirement. This teaching package could then be used within the classroom, and shared with other educational and non-commercial institutions as well as members of the public.

Further information can be found here: <http://creativecommons.org/licenses/by-nc/4.0/>

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### **Legal and Ethical Responsibilities.**

The Endangered Archives Programme / British Library has a framework for dealing with ethical issues. We take extremely seriously ethical issues and use of cultural property, traditional knowledge, and moral rights. We will therefore display wording the same, or similar in intent, to the following:

The respective owners whose material is represented in the Endangered Archives Programme have kindly agreed for the inclusion of certain digitised objects from their collections to appear on this site. The collections include culturally sensitive materials, which should not be altered or used in ways that have the potential to cause offence to the originating communities. This would include offence to the present-day communities and custodians of, traditional knowledge, craftsmanship, oral traditions and include but not be limited to expressions (including religious expressions), social practices, rituals, festive events, lyrics, music, stories, performances etc. embodied in the material.

Some of the archives, particularly the photographic collections, play an important role in understanding history and ethnographic documentation. These methods may now be considered outdated or inappropriate. The Programme would like to take this opportunity to apologize if any of the images cause offence.

The British Library recognises that broader rights and interests in intangible cultural heritage, including traditional knowledge and other creative expressions embodied in the materials may, under national, customary, religious and other laws or practices, reside with the traditional custodians of such materials. Therefore the prior informed consent of the owners, archival partners or other contributing third parties, as well as the traditional custodians, is required for the commercial use of part or the whole of these materials.

The Programme and the respective archives take considerable care not to distort or alter this underlying material in any way that could be deemed to be inappropriate. In the event, however, that any community or community representative feels aggrieved by the digitisation and making available of these materials, the British Library invites such community to contact it via the link below in order to resolve the matter amicably through mutual discussion.

The British Library would like to thank the World Intellectual Property Organisation (WIPO) for their help in creating this Ethical Usage Policy.