

Saskatchewan Archives Board (SAB)

Scanning Agreement

APPLICANT

Name (Individual or Organization): _____

Name of Authorized Representative: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Purpose of the Request: _____

Projected date of publication/production/internet posting: _____

CONDITIONS OF USE

1. a.) The Applicant shall be responsible to ensure compliance with the *Copyright Act* with respect to the reproduction and use of the images and documents. It is the sole responsibility of the Applicant to determine the copyright holder and to obtain permission to copy and/or publish.

b.) The Applicant will indemnify and hold the SAB, its agents and employees harmless from and against any and all claims, damages, liabilities, costs and expenses arising out of or in connection with the reproduction of the documents or the use thereof.

c.) If the documents are not in the public domain or the SAB does not hold the full rights to the documents, the permission or agreement of the outside holder of the rights is required and is attached as Schedule A. The Applicant agrees to be bound by the terms and conditions of Schedule A in addition to the terms and conditions of this Agreement.
2. a.) If permission relates to the distribution of an electronic copy of any image including CD ROM and Internet applications, the distributed copy must not exceed a resolution of 72dpi. Images may not be scanned at a resolution greater than 300dpi; and scanned files must be destroyed once the final product has been realized.

b.) The Applicant covenants to reproduce the documents accurately and shall not alter them in any way which might compromise their historical or artistic integrity. They may be cropped or resized, but their content may not be altered. Digital manipulation and/or modification is expressly forbidden.
3. a.) This agreement grants the Applicant *one time use only* of the documents scanned or videotaped and identified in this application. Rights are not granted in perpetuity.

b.) Reproductions may not be copied, scanned, exhibited, resold or used for any other purpose than specified in this agreement. Copies shall not be deposited in another library, archives or repository.

4. All use of scanned images and documents must identify the SAB as the source and include the following credit line:
Saskatchewan Archives Board, (include call number or image identification number).
 Credit should appear next to the image, and, if distributed electronically, the caption be integrated into the image.
5. Reproduction in no way transfers either copyright or property rights, nor does it constitute permission to commercially publish or distribute materials. If it is the intent of the Applicant to paper publish, or distribute electronically reproductions obtained from the SAB, it must be clearly indicated on this form.
6. All scanning will be conducted by SAB staff or by an approved outside facility. Researchers are not permitted to bring scanners into the reading rooms.
7. Material may be scanned when, in the judgement of the staff, such reproduction will not damage the original item.
8. The charge for scanned images is \$6.00 each in the selected format (JPEG, TIFF). Applicants may provide a 100mb zip disk or the images will be burned onto a CD for an extra charge. Alternatively, depending on the size and number of images, scanned images may be sent to the Applicant electronically.
9. The Applicant agrees to provide the SAB with one copy of the work containing the reproductions at no charge. All costs for shipping and handling are to be borne by the Applicant. If the purpose of the reproductions is to display them on the internet, the Applicant will provide address of same.

I signify that I have read the *Scanning Agreement Form* and the *Request for Reproductions Form* and agree to abide by all the policies and procedures therein.

Applicant's name

Dated

Signature of Authorized Representative

Title of Authorized Representative

When signed by an authorized representative of the SAB, this form constitutes permission for reproduction in accordance with the above terms and conditions.

Name of SAB Authorized Representative

Dated

Signature of SAB Authorized Representative

Title of SAB Authorized Representative