

Resource Contribution Licence Agreement

By

CONTRIBUTOR'S NAME
Contributors Address incl Postcode
Email Address
Telephone Number

(the "Contributor")

in favour of

The SCRAN Trust a company incorporated in Scotland under the Companies Acts and limited by guarantee Reg No: SC166833 and a registered educational charity No. SCO24961 and having its registered office at John Sinclair House, 16 Bernard Terrace, Edinburgh EH8 9NX; telephone 0131 662 1456; email scran@scran.ac.uk

("Scran");

Whereas

The Contributor has certain digital materials owned by the Contributor and wishes to provide these to Scran;

In consideration of Scran including these digital materials in its Online Resource Base the Contributor will grant to Scran a licence to enable SCRAN to use, license and otherwise deal with such digital materials;

The Contributor agrees to this Licence by completing an online form at www.scran.ac.uk, receiving this licence by email and subsequently indicating acceptance on the special website page provided for this purpose.

Now therefore:

The parties agree as follows:-

Definitions:

In this Licence the words and expressions listed below have the following meanings:-

"Start Date"	means [Date Email is sent with this attachment]
"Permitted Purpose"	means placing a copy of the Contributor's Licensed Resource on the Scran Online Resource Base at www.scran.ac.uk and allowing other users to view, download and use the Licensed Resource;
"Licensed Resource"	mean a digital file provided under licence to Scran;
"Contribution"	mean providing a copy of this file for use by the Online Resource Base;
"Contributor"	means the person or organization supplying the Licensed Resource;
"Specification"	a statement of technical conditions;
"Consents"	means permissions by others who have rights in the Licensed Resource;
"Intellectual Property Rights"	means those rights as defined in copyright, design and patents law;
"Online Resource Base"	means a web system provided by Scran to allow access to Licensed Resources;
"Licence"	means a legal agreement providing permission to use a resource;
"Non-exclusive"	means the Contributor retains all rights to grant further licences to anyone;
"Educational use"	means any learner may use the resource on a not-for-profit basis and no royalty will be paid;
"Commercial use"	means Scran may provide a Licence to allow a third party to use the Licensed Resource for a specified purpose only and return a royalty to the Contributor;

“Royalty”	means a payment to the owner of the Intellectual Property Rights for the use of the Licensed Resource;
“Technical Specifications”	means descriptions of the type of captions and files to be supplied and applicable standards.

1 Commencement and Term

This Licence shall come into force on the Start Date and shall continue indefinitely in full force and effect as long as Scran or its not-for-profit inheritors may exist.

2 Contributors Obligations

The Contributor shall

- a. subject to the terms of this Licence, grant to Scran a non-exclusive licence to allow Scran to use the Licensed Resource worldwide for the Permitted Purpose;
- b. supply Licensed Resources which will include image(s) and caption(s) and comply where possible with Technical Specifications;
- c. possess all Intellectual Property Rights necessary to allow supply of the Licensed Resources for use on the Online Resource Base;
- d. accept liability and hold Scran harmless if Scran is provided with Licensed Resources that do not belong to the Contributor;
- e. grant to Scran permission to assign or sub-licence the supplied Licensed Resource Non-Exclusively for Educational use without payment of Royalty to the Contributor;
- f. grant to Scran the right to assign or sub-licence the supplied Licensed Resource Non-Exclusively for Commercial Use as long as a fee is gathered and 50% of the net value of this is paid to the Contributor as a Royalty.

3 Scran's Obligations

Scran shall:

- a. host the Licensed Resource at no costs to the Contributor;
- b. bear all costs associated with the maintenance and development of the Online Resource Base;
- c. display the copyright of the Contributor [or as named by Contributor] publicly on the Online Resource Base;
- d. make every effort to ensure that royalty free use will be limited to Educational use;
- e. issue licences to all users of the Online Resource Base and shall record all use of the Online Resource Base;
- f. maintain records of any Commercial Use and shall pay any Royalty due once in each calendar year if the accrued amount of Royalty is £100 or more and if the amount is less than £100 shall hold the Royalty until the accrued amount reaches £100 or more.

APPENDIX 1: Technical Specification - Formats

Specification for Resource Images

Scanned or Digitally created Images as uncompressed sRGB TIFF [TIF] files where the resolution should exceed 3,072 by 2,048 pixels for a standard 35mm format image. Typically a black and white image should be 8Mb as a minimum and a colour image 18Mb as a minimum

OR Digital Camera JPEG [JPG] images preferably saved at 100% setting ie no compression or as RAW images. The digital camera should take images of 6 Megapixels or more.

Other aspect ratios are possible. To give the required pixel area a scan for example, of a long, thin bookmark may require a file of around 1023 x 6144 pixels.

Moving Images

Moving images should be digitised and submitted to SCRAN in the following format:

H.264 video encoding at High Quality at 25 frames per second with accompanying sound sampled at no lower than 128 kbits/sec. A typical full screen letterbox image will have a pixel ratio of 1280x800. We will accept good illustrative material from 640x400 upwards.

Three Dimensional Information

Contributors should discuss the delivery format with SCRAN before commencing digitisation. Formats SCRAN expects to accept include: Quicktime VR and VRML.

Sound

The current standard accepted by Scran is in WAV, AU or AIFF format 44.1KHz, 16 bit stereo, ie CD Audio standard, supplied as a digital file on a data CD or DAT tape.

APPENDIX 2: Technical Specification - Caption Data

You need to provide us with helpful details. These are entered directly into a pre-prepared form in Contribute. Standard descriptor types [shown in brackets below] can be selected from menus in the form.

There is additional guidance and help in Contribute. This information is to ensure you understand what research you may need to do.

Item	Example
NAME descriptive short name for image	Wallace Monument
CAPTION describing what can be seen and any historical background or significance and further background detail:	The National Wallace Monument is a 67 metre tall Gothic sandstone tower. This stands on Abbey Craig, a volcanic crag, about 2 miles north of Stirling. A spiral staircase of 246 steps leads to the crown. From there, it commands views of the Forth valley and the Ochil Hills. The tower commemorates William Wallace - who became the principal force in the uprisings against the English with his most famous success being the Battle of Stirling Bridge on 11 May 1297. The 220ft high stone structure had a difficult construction, with money being the major problem (the monument was funded completely by public subscription). The foundation stone was laid in 1861, on Bannockburn Day, but the rest of the building took 8 years to complete, until it was finally opened in 1869 on the 11th September.
PLACES [WHERE] where the image comes from expressed in the form furthest to nearest & a descriptor,. There may be more than one of these:	Scotland, Stirlingshire, Stirling, Abbey Craig [Depicted] Scotland, Stirlingshire, Stirling, Stirling Bridge [Associated]
DATES [WHEN] related to when the image was taken or related to items depicted in the image expressed as date and descriptor	1970 [Taken] 1869 [Opened]
NAMES [WHO]	William Wallace [subject]

describing who is associated with image and descriptor [include name of photographer if known]	John Smith [photographer]
WHAT brief additional description	Monument in stone
REFERENCES Books or websites that are useful [if any]	King, Elspeth Introducing William Wallace. Fort William, Fir Tree 1997