



1. APPLICATION OF TERMS

- 1.1 These terms apply to any person or entity who has agreed to contribute digital content or physical content to be digitized as archived record(s) available on the Northern Marianas Humanities Council Digital Archive and associated services.

2. DEFINITIONS

The definitions in this section apply throughout this Contribution Terms Agreement, unless otherwise specified or a different meaning is plainly required:

- 2.1 “Content” means digital content or physical content that is to be digitized as archived record(s) and made available on the Northern Marianas Humanities Council Digital Archive and associated services.
- 2.2 “NMHC,” “we,” “our,” and “us” means the Northern Marianas Humanities Council.
- 2.2 “The ART” means to the Archives & Records Team, which consists of the Archive Manager and Record Specialists.
- 2.3 “The Digital Archive” means the project operated by the Northern Marianas Humanities Council and its Archives & Records Team.
- 2.4 “Metadata” means any information (text, images or otherwise, including small thumbnail images but excluding large thumbnail images) that describes attributes and characteristics of digital content, whether in structured and standard ways or in less structured ways through the use of general descriptions and tagging, and whether at the individual content item level or at the level of a group of content items.

3. AGREEMENT TO TERMS

- 3.1 Persons and organizations providing content to The Digital Archive are required to agree to these contribution terms. The contribution of content to The Digital Archive will be deemed to constitute acceptance by the contributor of these terms, forming a binding agreement between the contributor and NMHC.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 Contributing content to The Digital Archive grants us a non-exclusive and royalty free license to harvest, copy, cache and otherwise store information (including metadata) and to publish such information in whole or part on The Digital Archive and in web feeds, email notifications, and other data feed services.
- 4.2 By contributing content to The Digital Archive, the contributor agrees that:
 - (a) the contributor, or the organization on whose behalf the contributor acts, has all relevant rights or permissions to contribute such content;

(b) the contribution of the content and our use of it in the ways specified above will not knowingly infringe the intellectual property or other rights of any third party or amount to a breach of any obligation on the part of the contributor; and

(c) the contributor has the authority and right to grant the license referred to in clause 4.1 above.

5. NO HARMFUL CONTENT

5.1. The contributor must not contribute content that:

(a) Contains or installs any virus, worm, malware, Trojan horse or other harmful or destructive software or code;

(b) Is obscene or defamatory;

(c) Violates the privacy or other rights of any third party; or

(d) Is otherwise unlawful.

6. MODERATION

6.1. Contributed content is subject to moderation by The ART. We reserve the right to suspend or remove access to the whole or any part of your content if we consider that you have breached these terms or if the content is otherwise unsuitable for The Digital Archive.

7. ATTRIBUTION TO SOURCE

7.1. We will provide clear attribution to the source of all content in every record, according to the name of the contributor or contributing organization as noted in the accompanying application.

8. REMOVAL OF YOUR CONTRIBUTION

8.1. We will promptly remove your contributed content from The Digital Archive at your request.

8.2. You acknowledge that we may not be able to secure the removal of such content from, for example, applications containing that content that have been downloaded onto personal handheld devices or desktop machines and are not, for whatever reason, updated by the owners of those devices or machines.

9. REVISIONS

9.1. We reserve the right to change these terms at any time and will provide you with at least 30 days' notice of the change.

9.2. If we make a change to correct a clear typographical or cross-referencing error, we may make the change immediately, without advance notice.

10. MISSION STATEMENT

The mission of the Northern Marianas Humanities Council and its Archives & Records Team is to provide a repository of both historical and contemporary cultural content that is relevant to the people of the Northern Mariana Islands and allow said content to be more widely accessible to the public.

11. NMHC REMEDIES

In the event that a contributor breaches this agreement, NMHC shall have all remedies available to it at law and in equity, including, but not limited to, lost profits or consequential, incidental, or special damages.