

**The American Society of Mammalogists  
Mammal Images Library Contribution Agreement**

Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between The American Society of Mammalogists (hereinafter "ASM"), and \_\_\_\_\_ (hereinafter "contributor") who desires to donate high-quality 35mm slides or electronic images of mammals to the Mammal Images Library (hereinafter "MIL"). The MIL is a non-profit educational service of the ASM that depends upon the voluntary donation of images of mammals.

The contributor, upon donating images to the MIL, retains all rights to the images elsewhere, in any manner he/she chooses. The contributor grants to the MIL authorization for minor editing of copies of images for use in electronic display, and the right to duplicate, distribute, and sell images numbered (please indicate ALL if agreement pertains to all images submitted to the MIL):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(Descriptions of images appear on the attached page)

Contributor please check appropriate response for each category:

1. **Term.** The term of this agreement, commencing from the date first noted above, shall be:

Unlimited duration\_\_\_\_\_; Other)\_\_\_\_ (minimum of 10 years; specify duration): \_\_\_\_\_.

2. **Type of use.** The MIL is granted the right to duplicate and sell the images mentioned above for nonprofit educational purposes including: (please check all categories that apply; Note: A in Item 2 is **required**, but both A and B may be checked)

A. \_\_\_\_\_ Complete and unrestricted rights for sale in any format (slides, books, magazines and journal articles, television, digital, etc.) for nonprofit educational purposes.

B. \_\_\_\_\_ Complete and unrestricted sale in any format for commercial purposes, at the discretion of the MIL, with royalties to be distributed as directed in Item 3. If option 2B is not checked, inquiries about commercial use of images will be directed to the contributor.

3. **Royalties.** Any royalties derived from the sale of the images mentioned above shall be distributed as follows:

A. \_\_\_\_\_ All royalties shall be paid to the contributor. (Users contact contributor directly)

B. \_\_\_\_\_ All royalties shall be paid to the contributor's designee. (Users contact MIL) Name and address of designee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

C. \_\_\_\_\_ All royalties shall be divided equally between the contributor (or contributor's designee if so noted) and the MIL. (Users contact MIL)

D. \_\_\_\_\_ All royalties shall be paid to the MIL.

4. **Death of contributor.** In the event of the death of the contributor, the MIL, upon notification of such event:

- A. \_\_\_\_\_ Shall return to the executor of the contributor's estate any digital files or original transparencies of the images mentioned above. The MIL retains the right to continue to sell copies of the returned originals (by means of duplicate master slides or digital files) for the duration of the period specified in this Contributors Agreement.
- B. \_\_\_\_\_ Shall be granted permanent ownership of and unrestricted rights of duplication and sale of the images mentioned above, with any royalties from such sales to be paid to the MIL of the ASM.
- C. \_\_\_\_\_ Shall be granted permanent and unrestricted rights of duplication and sale of the images mentioned above, with any royalties from such sales to be paid to:

\_\_\_\_\_  
\_\_\_\_\_  
(name and address of recipient)

5. **Loss of contact with contributor.** The MIL shall contact the contributor during the last year of a limited term of use (ie., any term less than unlimited duration). In the event the MIL is unable to contact the contributor of the images mentioned above, and after reasonable effort to do so over a minimum one-year period, the MIL is granted permanent and unrestricted rights of duplication and sale of the images mentioned above, with any royalties from such sales to be paid to the MIL of the ASM.

6. **Liability.** The contributor shall bear the risk of loss for the images mentioned above should they be lost, damaged, or destroyed during transport to or from the MIL. Upon acceptance of the images into the program, the MIL is liable for loss or damage to original transparencies, with such liability being limited to replacement of a damaged original transparency by a high-quality captioned duplicate transparency.

7. **Declaration by contributor.** The contributor may make additional declarations in the space below regarding the images mentioned above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
For the Mammal Images Library

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contributor

\_\_\_\_\_  
Date

(Address below, include email, address if available and phone)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_