



Application for Rescuing Texas History 2016

The Rescuing Texas History mini-grant series offers up to \$1000 worth of digitization services to successful candidates. Please fill out the following questions along with the corresponding appendix form.

1) Name of your institution or family collection: Fort Bend County Libraries Genealogy & Local History Department

Address: 1001 Golfview Dr., Richmond, TX 77469

Phone: 281-341-2646

E-mail: dsample@fortbend.lib.tx.us

2) Name and contact information for the person responsible for this project in your institution:

Name: Daniel Sample

Phone: 281-341-2646

Email: dsample@fortbend.lib.tx.us

3) Please explain the cultural and historical significance of the collection you propose for digitization (100-250 words).

Included in the collections housed in the Genealogy & Local History Department of Fort Bend County Libraries are some loose local newspapers that document events, people, places, daily life, weather events, local and national politics, etc., for the county and its numerous cities and towns. These newspapers reveal how Fort Bend County has changed over the years, and they document the lives of the residents, from local officials to average citizens. While most of the historical newspapers housed in the Fort Bend County Libraries have now been digitized and are available on microfilm, a few were missed in carrying out the project. All of the newspapers being considered for this new project are in good and readable condition; however, they are beginning to show their age and are continuing to deteriorate. By digitizing them, we will ensure that they are available and accessible to researchers far into the future.

4) From what time period(s) do the materials date?



Fort Bend Register-1960 (32 pages)

Fort Bend Mirror-1990-1991 (778 pages)

Fort Bend Mirror-1992 (220 pages)

Fort Bend Mirror-(bound) 5 Jan 1961 – 16 Nov 1961 (530 pages)

5) What is the condition of the materials?

Good: somewhat yellowed and brittle, and continuing to deteriorate

6) In addition to this form, please complete the corresponding appendix based on the types of materials you propose for this grant.

- **Appendix A** - newspapers
- **Appendix B** - archival collections consisting of *any* of the following: print photographs or film negatives, handwritten or print materials, ledgers under 16" long, books, serials (yearbooks will not be accepted for this project)

Requirements for participation:

If you are selected for participation in the grant, you must be willing to:

- Complete the partnership agreement
- Obtain permissions and copyright clearances if needed for your materials
- Carefully follow the instructions provided on the "Rescuing Texas History 2016" website <http://www.library.unt.edu/call-submissions-portal-texas-history>
- Communicate your needs and concerns to us
- Deliver or ship your physical materials to UNT by the agreed upon date

Applications can be mailed or e-mailed to:

UNT Libraries

Attn: Jake Mangum

1155 Union Circle #305190



<http://texashistory.unt.edu>

THE PORTAL TO TEXAS HISTORY

Embark on a Voyage of Discovery

Denton, TX 76203-5017

jacob.mangum@unt.edu



Appendix A: For newspaper collections

1) Name of your institution or family collection:

Phone:

E-mail:

2) Cost of Digitization

Newspaper Title	Number of pages you want to digitize	Cost to scan and create descriptive record
Fort Bend Register	32	\$1.03 per page-\$32.96
Fort Bend Mirror	998	\$1.03 per page-\$1027.94
Fort Bend Mirror (bound)	530	\$1.03 per page-\$545.90

*Newspaper pages that measure 12" x 16" or less are not considered a newspaper for this grant and should be submitted for a non-newspaper mini-grant. (See Appendix B.)

3) Newspaper Format (check all that apply)

☐ Microfilm*

☒ Physical Pages

Total cost \$1606.80

Any cost over the amount for the grant will be paid from the Genealogy & Local History Department's donation account.

*Keep in mind that one roll of microfilm comprises an average of 800-1000 pages.

These costs cover:

- Creating a master quality image or digital file for preservation
- Providing you with master digital copies of all of your scanned newspapers
- Creating derivative versions for online viewing
- Creating a thorough metadata record to describe each issue



THE PORTAL TO TEXAS HISTORY

Embark on a Voyage of Discovery

- Running newspapers through Optical Character Recognition (OCR) software to automatically extract the text in order to enable full-text search
- Digitally preserving the image or digital file in our dark archive

We are committed to preserving these digital images for the future, and we are participating in federal research on digital preservation.

3) If selected for funding, how will you send your materials to UNT?

_____ In-person delivery and pick-up

___X___ Shipping (If you elect to ship your items, how much insurance do you require when we mail these back to you? \$_____)

_____ Other _____

Requirements for participation:

Applicants must complete the Project Agreement and/or Online Rights Agreement if applicable.



THE PORTAL TO TEXAS HISTORY

Embark on a Voyage of Discovery

This Agreement is entered into as of the ____ day of _____, 201__ by and between:

Fort Bend County, Texas ("Institution"), notices for whom should be sent to the address shown below or to such address as Institution may inform UNT of in writing;

Fort Bend County Libraries
Attn: County Librarian
1001 Golfview Drive
Richmond, Texas 77469

with a copy to:

Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

and the University of North Texas ("UNT"), with offices at Willis Library, Room 370, 1516 West Highland Street, Denton, TX 76201. Notices for the UNT Libraries' Portal to Texas HistorySM should be sent to UNT Libraries, Attn: Digital Projects Unit, 1155 Union Circle # 305190, Denton, TX 76203-5190.

WHEREAS, UNT has a repository of digital information ("The Portal to Texas HistorySM") in which participating institutions shall contribute historical materials, and UNT has agreed to store and deliver this information to Public, and

WHEREAS, Institution desires to contribute materials to the Portal to Texas HistorySM,

NOW, THEREFORE, the parties agree as follows:

1) Definition:

"Public" shall mean users via general Internet access.

"Licensed Materials" shall mean all digital files contributed by Institution to be stored and delivered from UNT computers other than public records.

"Metadata" shall mean all information used to search and locate an object such as title, author, subjects, keywords, descriptions, or publisher contributed by Institution, derived from the provided digital files, or created by UNT

"Public Records" shall mean records that a governmental agency or body is legally required to keep.

"Public Domain" shall mean a work free of copyright

2) The Institution represents and warrants that:

- a) The Institution has the full right and authority to enter into this Agreement;
 - b) The Institution has the full right and authority to perform its duties as described herein and to authorize UNT to perform duties as described herein in reliance on the Institution's warranty;
 - c) The Institution has not assigned, pledged or otherwise encumbered the rights in the Licensed Materials, corresponding digital reproductions, nor related material created for or provided to UNT under this Agreement. The Institution represents and warrants that neither the digital reproductions and/or related material created for or provided to UNT under this Agreement will interfere with or violate any rights of third parties, any copyright, or any other right, and will contain no matter that is libelous or in violation of any rights of privacy or that is otherwise contrary to law.
 - d) The Institution will give UNT prompt written notice of any suit, action, proceeding, or complaint brought against it alleging facts, which if proven, would constitute a breach of the warranties made by the Institution.
- 3) UNT will cease to store and/or distribute products if so ordered by any judicial rule or order or otherwise at the discretion of UNT. UNT reserves the right to discontinue storage and distribution of the Licensed Materials.
- 4) Institution hereby grants to UNT the perpetual and unlimited rights to: permit UNT to post Licensed Materials; permit Public to search, view, and browse the Licensed Materials; permit Public to print or download the Licensed Materials for all non-commercial purposes allowed by this Agreement; create lower resolution derivative versions of Licensed Materials for systematic distribution to Public; and use Licensed Materials in presentations about and promotions for the project, and in online exhibits or educational materials, such as lesson plans or learning activities.
- 5) Excluding the use of materials in the Public Domain and except as expressly permitted in this Agreement, UNT will not use the Licensed Materials for any substantial or systematic reproduction; re-distribution, re-selling or sub-licensing in any manner including in connection with fee-for-service use; or a commercial use other than one expressly agreed upon by the parties.
- 6) Any Metadata created or contributed by Institution or derived from Licensed Materials by UNT is in the public domain. Institution warrants that Institution has dedicated any created, contributed, or derived Metadata to the public domain by waiving all of Institution's rights to the Metadata worldwide under copyright law, including all related and neighboring rights. UNT may copy, modify, and distribute Metadata, even for commercial purposes without permission.

- 7) UNT shall post appropriate notices informing users of their obligations under this agreement and of the applicability of United States Copyright Act to the reproduction of the Licensed Materials. UNT shall provide appropriate notices informing users of the name and address of the institution that submitted each item or collection.
- 8) Except as permitted by this Agreement, neither UNT, nor Public of the UNT Libraries' Portal to Texas HistorySM may modify, adapt, transform, translate or create any derivative work based on any materials included in the Licensed Materials, or otherwise use any such materials in a manner that would infringe the copyright or other proprietary rights therein. UNT shall post appropriate notices informing Public of their obligations under this Agreement and of the applicability of United States Copyright laws to the reproduction of the Licensed Material.
- 9) In no event shall UNT be liable for incidental, special, or consequential damages suffered by Institution, even if it has previously been advised of the possibility of such damages. Institution's exclusive remedy for violation of this Agreement shall be the right to terminate this agreement upon 30 day notice and the right to use the licensed materials. ~~Nothing herein shall restrict the right of the Institution from taking such legal action as it~~ considers necessary to prevent the unauthorized use of Licensed Materials by third parties.
- 10) UNT shall not be liable to Institution for the unauthorized use of Licensed Materials or other violations by Public
- 11) Institutions may submit digital files that include public records or material in the Public Domain that are subject to the provisions of Texas law, which governs the use of such records. Use restrictions contained in this Agreement shall not apply to any public records or material in the Public Domain.
- 12) The warranties contained herein shall survive the termination of this Agreement.
- 13) This Agreement will be construed according to the laws of the State of Texas.
- 14) UNT is required by law to provide notice that Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used by a party attempting to resolve all of its disputes with UNT arising under this Agreement.

15) General Description of Materials to be added: _____

IN WITNESS WHEREOF, we have signed our names below.

Institution

University of North Texas

Name of authorized representative (print)

Martin Halbert
Dean, UNT Libraries

Title

Signature

Signature

Date signed

Date signed