

**MEMORANDUM OF UNDERSTANDING REGARDING DIGITIZATION OF
THE NEWBERG GRAPHIC AND USE OF DIGITIZED MATERIAL**

This MOU is entered into this _____, 2020, by and between the City of Newberg (City), by and through the Newberg Public Library, and The Newberg Graphic / Pamplin Media Group (The Graphic).

WHEREAS, the Newberg Public Library has within its collection paper and microfiche copies of The Newberg Graphic newspaper from 1888 to present; and

WHEREAS, librarians frequently access paper editions of The Graphic for research purposes; and

WHEREAS, the Newberg Public Library desires to electronically scan all copies of the Newberg Graphic newspaper (to include past, present, and future editions of The Newberg Graphic newspaper) to exclusively support library staff research; and

WHEREAS, The Newberg Graphic / Pamplin Media Group supports the library's efforts to be a resource to the community and the plan to digitize The Graphic to assist such research; and

WHEREAS, The Graphic intends to provide City a limited license to digitize its copyrighted material, while retaining all other rights; now therefore, it is agreed as follows:

1. The Graphic licenses City to electronically scan and digitize all editions of The Newberg Graphic newspaper: including all past, present, and future editions that are subject to a copyright held by The Graphic.
2. Such license shall be irrevocable so long as the City is in compliance with this agreement.
3. Use of the digitized material shall be limited to library research support, with such research conducted exclusively by Reference Librarians.
4. Digitized material will be stored on a single computer in the Library, except to the extent that periodic backup copies of the library computer system are made within the normal course of City data policies.
5. The general public will not have access to the digitized material or will it be accessible through the internet.
6. Once digitization is completed by City, a copy of the digitized material will be provided to The Graphic. City will provide an annual update of newly digitized material at a date to be mutually agreed upon, or in the absence of such agreement, by January 31st of each calendar year following completion of the initial project.

7. Except as to those rights granted to City in this agreement, The Graphic retains all other rights to the material. City shall not use the digitized material for any commercial purpose.
8. This agreement applies to The Newberg Graphic in past and current form, and also to any successor paper covering the news of Newberg, whether published under The Newberg Graphic masthead or any other name.
9. In consideration for the rights granted by this agreement, City will recognize The Newberg Graphic / Pamplin Media Group as a donor by adding the company to the library Donor Board. The Graphic will be acknowledged by inclusion of it's corporate logo in the monthly electronic newsletter that goes out to Library Patrons, indicating sponsorship of the library.
10. Each party shall be entitled to written notice of any default and shall have thirty (30) days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein. Notice shall be in writing and addressed as follows:

City of Newberg
 Library Director
 PO Box 970
 Newberg OR 97132

Pamplin Media Group
 ADDRESS NEEDED

With a copy to:
 City of Newberg
 City Attorney
 PO Box 970
 Newberg OR 97132

IT IS SO AGREED.

Dated: _____

 City of Newberg
 Dan Weinheimer, City Manager

Dated: _____

 City of Newberg
 Will Worthy, Library Director

Dated: _____

Pamplin Media Group

Dated: _____

Pamplin Media Group



APPROVED AS TO LEGAL SUFFICIENCY

Dated: _____

Newberg City Attorney