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Digital Scholarship Services Hosting Agreement

University of South Florida Libraries

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Digital Scholarship Services Hosting Agreement

Project Name:

Project Description:

The University of South Florida Libraries (hereinafter known as the USF Libraries) advances digital scholarship and supports open-access academic publishing initiatives.

1) **[Project Lead]** from the **[Department or organization]** (hereinafter known as The Collection Representative) wishes to host their project as named above on the USF Libraries repository platform, Digital Commons at University of South Florida.

2) License Granted:

The Collection Representative, on behalf of him/herself and the other researchers involved, hereby grants to the USF Libraries the nonexclusive, royalty-free right to distribute, display, and archive this work, including all metadata, in a digital format for non-commercial educational and research uses during the full term of copyright. Designated content will be freely available locally, nationally, and internationally. This allows the USF Libraries first rights to post/distribute the research data online through the USF Libraries' system and archive the files themselves. *For 3D collections:* Due to patrimony concerns, some of the full 3D models may be restricted for download. In those cases, a display model will be made available for viewing. The USF Libraries is not paying royalties to do so, nor is the USF Libraries selling the material in order to make a profit.

The Collection Representative represents and warrants that they have the full right, power, and authority to enter into this Agreement and that there is nothing known to the Collection Representative (including but not limited to publishing and copyright arrangements and understandings with authors, editors, and other parties) that would prevent performance of their obligations or the USF Libraries in exercising the rights granted it under the terms and conditions of this Agreement. If other authors or researchers are involved, the Collection Representative will provide documentation of their authorization to agree on their behalf with the above proviso.

The USF Libraries represents and warrants that it has full right, power, and authority to enter into this Agreement and that there is nothing known to the USF Libraries that would prevent it from performing its obligations under the terms and conditions imposed upon it by this Agreement.

The Collection Representative assures the USF Libraries that the researchers involved will not infringe upon the copyright of others, nor knowingly publish any matter that is libelous, a violation of rights of trademark, trade secret, publicity or privacy, or otherwise actionable. The Collection Representative will hold the USF Libraries harmless against any and all such liability, both to the USF Libraries and to the public, for the publication of such matter. The Collection Representative will also cooperate on a prompt basis with the USF Libraries with respect to any third party claims of copyright or other

infringement.

3) Copyright:

The USF Libraries acknowledges that all rights, title, and other proprietary interests of the Collection Representative, including but not limited to the Collection Representative's copyrights and trademarks, as such may exist, will be retained by the Collection Representative, subject to this Agreement. Each party understands and agrees that no ownership or proprietary rights are conveyed by this Agreement unless expressly provided for herein. In particular, no ownership or proprietary rights of the USF Libraries related to the software, hardware, delivery systems and text conversion systems used by the USF Libraries are conveyed by this Agreement.

Except as specifically provided for herein, nothing in this Agreement prohibits the Collection Representative from publishing, selling, and distributing their content or any associated publications in any media or through any direct or other channel, including, without limitation, electronic publication, separate or in aggregations, and web-based distributions.

4) Term:

This Agreement will begin with the signature of the authorized representatives of the Collection Representative and the USF Libraries and continue indefinitely unless either party provides ninety (90) days written notice of intent to terminate.

5) Responsibilities of the USF Libraries:

The USF Libraries will:

- Host the materials on a secure file server.
- Provide the computer hardware and software, and appropriate backup of all content.
- Work with the researcher(s) to determine the best and most feasible means of presenting their material in an online environment for ease of use.
- Deposit each item submitted for the project and the associated metadata into the Libraries' digital asset management system and/or into the Scholar Commons repository.
- Provide free and open online access to the materials in perpetuity or upon termination of agreement.
- Develop and implement a preservation strategy for the materials.
- Provide researcher(s) training and access to add new files to the system over time.
- Supervise the design, appearance, and navigability of the interface. Any future redesigns would require renegotiation.
- Create as needed transcripts for audio and video files for compliance with Section 508 (29 U.S.C. § 794d).
- Provide technical knowledge and support.
- Provide 24-hour access to the materials
- Provide the search engine.

- Do all that is reasonable and necessary to ensure the materials remain accessible as technologies evolve.

6) Responsibilities of the Collection Representative:

The Collection Representative will:

- Provide clean, final, digital files to include in the collection to the USF Libraries. Sample files of each format to be included must be sent at the beginning of the project planning.
- Provide copies of any necessary release forms or other permissions, including record of copyright clearance.
- Select an appropriate Creative Commons License to retain rights; see <https://creativecommons.org/share-your-work/> for more information.
- Provide descriptive metadata for each file, to include at a minimum the title, description, creator, and date created. For interviews, metadata should include at least the name of the interviewee and interviewer, the date and location of the interview.
- Identify an embargo period for specified items that should not be made available immediately online and open access, not to exceed one year, such period to be renegotiated as needed.

7) This Agreement may be modified only by mutual approval and in writing duly executed by both parties. This Agreement and all rights and obligations hereunder will not be assignable by either party without the prior written consent of the other party.

8) Authorized signatures.

_____	_____
Authorized Collection Representative	USF Libraries Dean
_____	Todd Chavez
Print Name	Print Name
_____	tchavez@usf.edu
Email Address	Email Address
_____	_____
Date	Date