Terms of Participation in Merrimack ScholarWorks 3-01-13

Individuals and Communities wishing to participate in Merrimack ScholarWorks are required to review the following document regarding the terms of participation, agree to them, and abide by them.

1. Introduction

The digital objects submitted under these terms will be deposited with Merrimack ScholarWorks for archiving and distribution for non-commercial purposes, including teaching, research and private study. These terms do not request or require transfer of copyright to Merrimack ScholarWorks.

2. Definitions

• Commercial/non-commercial purposes: use for purposes that do/do not generate a profit, either directly or indirectly.

• Community: a Merrimack College unit which contributes digital material to ScholarWorks.

• Digital Object: a file or collection of computer files which contain digital content (images, text, sounds, video) and/or data descriptive of the content and its digital format;

• Federate: to bring together virtually digital objects in such a way as to allow transparent searching as if they were a single database;

• Merrimack ScholarWorks: Merrimack College’s digital institutional repository

• Submitters: members of the Community authorized to submit digital objects to Merrimack ScholarWorks either on their own behalf or as agents of other Community members. [Note: when Submitters submit objects to Merrimack ScholarWorks as the agents of other Community members, the obligations associated with submission outlined in sections 3, 4 and 5 below fall on the originating Community member].

3. Participation

Participation in Merrimack ScholarWorks requires that Communities and their members comply with: Merrimack ScholarWorks Terms of Participation Version 3-01-13 and such other College policies, and local, state and federal laws as may be applicable.

4. License

4.1 Community Submitters grant Merrimack ScholarWorks and Merrimack College, a nonexclusive royalty-free right to display, reproduce, translate (as defined below), store, or archive the deposited digital objects, or to federate and incorporate them into databases containing other digital objects, worldwide in print and electronic format and in any medium, including but not limited to audio or video.

4.2 Submitters agree that Merrimack ScholarWorks may, without changing the content, translate the digital objects to any medium or format for the purpose of preservation.
4.3 Submitters agree that Merrimack ScholarWorks may keep more than one copy of the digital objects for the purpose of security, back-up and preservation.

5. Submitters’ obligations

5.1 Submitters warrant that the necessary copyright assurances have been obtained from the creators of digital objects; either, that the digital objects are the Submitter’s original work, and that the Submitter has the right to grant the rights contained in this agreement, and that the digital objects do not, to the best of the Submitter’s knowledge, infringe anyone’s copyright; or, if the digital objects do contain material to which the Submitter does not hold copyright, that the Submitter has obtained the unrestricted permission of the copyright holder to grant Merrimack College the rights required by this agreement, and that such third party-owned material is clearly identified and acknowledged within the text or content of the digital object. If the digital object is based upon work that has been sponsored or supported by an agency or organization other than Merrimack College, the Submitter warrants that any rights of review or other obligations required by such contract or agreement have been fulfilled.

5.2 Submitters will notify Merrimack ScholarWorks within 30 days if rights to a deposited digital object are reassigned.

5.3 Submitters bear full responsibility for any and all direct, indirect and consequential losses arising from their acts of publication. The College shall have no liability to any person or entity for any losses incurred as a result of submission, nor from losses sustained as a result of failure of the College to accept, publish or maintain a submission.

6. Merrimack ScholarWorks obligations

6.1 Merrimack ScholarWorks will:
- Make reasonable efforts to manage the digital objects in perpetuity, developing them as appropriate to make them available to non-commercial users;
- Make reasonable efforts to comply with and inform end users of known copyright and user restrictions pertinent to the Submitter’s digital objects;
- Clearly identify the name(s) of the author(s) or owner(s) of deposited digital objects, and shall not make any alterations, other than as allowed by these terms, to those digital objects;
- Ensure that digital objects are replaced or removed as needed to comply with claims related to the digital object’s copyright and user restrictions;
- Obtain express written permission from Submitters or copyright holder to use the digital objects for any commercial purpose;

6.2 Merrimack ScholarWorks may, without changing the content, translate the digital objects to any medium or format for the purpose of preservation.

6.3 Merrimack ScholarWorks may assume custodial responsibility for previously accepted digital objects “orphaned” by the dissolution of a Community or Submitter and not formally assigned to the custody of another agency.
6.4 Although due care will be taken to preserve the physical integrity of the digital objects, Merrimack ScholarWorks shall incur no liability and is not responsible for the loss of or damage to deposited digital objects.

7. Rights
7.1 Access granted by virtue of Merrimack ScholarWorks does not confer rights of any kind. The College reserves the right to amend, change or terminate Merrimack ScholarWorks at any time, with or without notice.