

CDL Digital Assets Submission Agreement eScholarship Repository

Please complete the Agreement form below as part of joining the eScholarship Repository. Please sign two copies of this agreement. Once the form is completed, print it, and fax a copy to 510-665-1201. **We cannot open your repository site until we have a faxed version of the signed agreement.** Sign two copies and send them to:

California Digital Library
University of California Office of the President
415 20th Street
Oakland, CA 94612
Attn: Matthew Winfield

CDL will countersign both originals and mail one back to you.

Depositing Dept./ORU/Center Name _____

Address _____

Name of Contact Person _____

Title _____ **Email address** _____

Telephone Number _____

1. Introduction

The digital assets described in this Agreement will be deposited with the California Digital Library (CDL) for archiving and distribution for non-commercial purposes, including teaching, research and private study. This Agreement does not request or require transfer of copyright to the CDL, a co-library of the University of California.

2. Definitions

“Agreement” – this document, including all of its terms and conditions and any completed Submission Inventory

“Commercial purposes” - use for purposes that generate a profit, either directly or indirectly

“Digital assets” - a collection of computer files that contain digital content (images, texts, sounds, video) and/or data descriptive of the content and its digital format.

“Educational purposes” – use for purposes related to teaching, research and private study that does not generate a profit

“Federate” – to virtually bring together digital assets in such a way as to allow transparent searching as if they were a single database

“Submission Inventory” – Appendix 1 of this document which describes submission content and which - along with this document and Appendix 2 Repository Policies - constitutes the Agreement

“Non-commercial purposes” - use for purposes that do not generate a profit, either directly or indirectly

3. License

3.1 The Depositor grants the California Digital Library, on behalf of The Regents of the University of California, a non-exclusive, perpetual right to use the digital assets for non-commercial use. Such right shall include, but not be limited to, the right to:

3.1.1 electronically view and display the digital assets, including display in classrooms;

3.1.2 distribute the digital assets in a variety of media formats;

3.1.3 federate and incorporate the digital assets into databases containing other digital assets;

3.1.4 electronically store, archive, copy or convert the digital assets for preservation purposes and to ensure future accessibility; and

3.1.5 enrich the digital assets to enhance the CDL’s service capacity.

4. Depositor's obligations

4.1 The Depositor hereby warrants that:

4.1.1 the Depositor has obtained the necessary copyright assurances from creator;

4.1.2 Depositor will notify the CDL within 30 days if rights to a deposited digital asset are reassigned.

4.2 The Depositor shall indemnify, defend, and hold harmless the University of California, its officers, employees and agents for any damages, including any reasonable attorney's fees, that arise from any breach of warranty or for any claim by any third party of an alleged infringement of copyright or other intellectual property rights arising from the Depositor's submission of materials with CDL or of the use by the University of California or other users of such materials. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5. California Digital Library's obligations and rights

5.1 The CDL shall:

5.1.1 make reasonable efforts to manage the digital assets in perpetuity, developing them as appropriate to make them available for non-commercial use;

5.1.2 make reasonable efforts to comply with and inform end users of *known* copyright and user restrictions pertinent to the Depositor's digital assets;

5.1.3 cooperate with Depositor to ensure that digital assets are replaced or removed as needed to comply with claims related to the digital asset's copyright and user restrictions;

5.1.4 obtain express written permission from the Depositor or copyright owner to use the digital assets for any commercial purpose;

5.1.5 not pay royalties to the Depositor or copyright owner for the acceptance and use of its digital assets for non-commercial purposes.

5.2 The CDL may assume custodial responsibility for previously accepted digital assets "orphaned" by the dissolution of the Depositor and not formally assigned to the custody of another agency.

5.3 Although due care will be made to preserve the physical integrity of the digital assets, the CDL shall incur no liability for the loss of or damage to deposited digital assets.

Depositor's Authorized Representative

Name:

Title:

Signature:

Dept./ORU/Center Name:

Date:

California Digital Library, on behalf of the Regents of the University of California

Name:

Title:

Signature:

Date:

APPENDIX 1
CDL DIGITAL ASSETS SUBMISSION INVENTORY
ESCHOLARSHIP REPOSITORY

Information about Contributor Unit:

Name of Authorized Dept/ORU/Unit	
Website URL	
Full mailing address	
System Administrator name	
System Administrator phone	
System Administrator fax	
System Administrator email	
Director Name (Authorized Representative)	
Director email	

Title of Collection (eScholarship Repository content):

Brief Description of Content (Any research or scholarly output deemed appropriate by the participating University of California research unit, including working papers, pre-publication scholarship, and peer-reviewed content.):

Content Subject Areas:

1. _____
2. _____
3. _____

APPENDIX 2 ESCHOLARSHIP REPOSITORY POLICIES

Who Can Join

Any University of California research unit (ORU or MRU), institute, center, or department is eligible to join.

Whose Papers Can Be Included in the Repository

Content does not have to be authored by UC faculty to be included in the repository. For example, a unit may use the repository to post papers from a conference they sponsored, which includes some UC authors and many from other institutions. All that is required is that the sponsoring unit decides that it is appropriate for their part of the repository.

Appropriate Submissions

Any content is appropriate if all applicable policies are followed (e.g., copyright), it is technically feasible (the content can be posted using existing format types, etc.), and the sponsoring unit decides it is appropriate. We do not accommodate the posting of bibliographic citations or abstracts alone, without the referenced paper. If you have any questions, please contact us at escholarship@ucop.edu.

Peer-Reviewed Series

The eScholarship Repository also supports peer-reviewed series. If you are interested in starting a peer-reviewed series, visit our information page that will help you decide whether this is the right forum for your scholarship.

Removing a Paper

Authors may request that the unit system administrator remove their paper, or a version of their paper. However, once a paper is deposited in the repository, a citation to the paper will always remain.

The repository also allows faculty to show the progression of their research, should they so desire. They could have 10 different versions of papers posted and leave all of them visible. Or they could ask the repository administrator to remove the 9 earlier versions and leave only the most recent one visible. However, in addition to the current version, there would be 9 citations showing that there had been 9 earlier versions available, published on these dates, with these titles, etc.

Author Review

This is a step whereby authors are given the opportunity to review the PDF after the paper has been uploaded to the system but before it is posted. Since the system can automatically create a PDF from a Word or RTF document, in some cases it's especially important that authors check the PDF one more time. It is up to each unit whether or not they want to have author review.

Author Agreements

In the agreement signed by the unit director or department chair, the group has guaranteed that they will obtain certain assurances from their authors. We provide suggested language for an author agreement. Beyond this, it's up to the individual research unit, center, or department how to handle this. The situation may be different for legacy papers and new papers.

Copyright

Authors retain the copyright for all papers posted in the repository. The author agreement specifies a nonexclusive right to use. This means the author is free to reuse the content elsewhere, either in the same form or in revised form.

If a working paper is published in a journal--either in the exact same form or, more commonly, in revised form--many journals allow the working paper to continue to be disseminated over the web; however, some journals do require that the working paper be removed. It is up to the faculty member to negotiate the terms of their agreement with the journal to see what is allowed. The repository would constitute noncommercial use.

If you are interested in including a reprint of a journal article on your repository site, have the faculty member check their agreement with the journal to see if it is allowed. If it would not violate copyright, you're welcome to do so.

You are the gatekeeper for your repository site, and it is up to you to decide what is appropriate--as long as it doesn't violate copyright and conforms to the few policies set by the eScholarship Repository

Persistent Access and Migration

The CDL will provide persistent access to Repository content, but it does not guarantee persistent functionality. If determined necessary by the CDL, the current set of tools used for the Repository may be replaced. All deposited content will be preserved through migration by CDL.

Business Model

The business model for the eScholarship Repository may change over time. eScholarship will work cooperatively with all University units to determine an equitable long-term funding model. Participating units will be notified of any relevant changes in advance.

Suggested Language for Repository Author Agreement

CDL offers this as a suggested model, not as legal advice. It is up to each unit to obtain agreements from their authors.

I grant the [full unit name here] (hereafter called the “Organized Research Unit”) on behalf of The Regents of the University of California (hereafter called “The Regents”) the non-exclusive right to make content for the eScholarship Repository (hereafter called the “Work”) available in any format in perpetuity.

I warrant as follows:

- (a) that I have the full power and authority to make this agreement;
- (b) that the Work does not infringe any copyright, nor violate any proprietary rights, nor contain any libelous matter, nor invade the privacy of any person or third party; and
- (c) that no right in the Work has in any way been sold, mortgaged, or otherwise disposed of, and that the Work is free from all liens and claims.

I understand that once the Work is deposited in the repository, a full bibliographic citation to the Work will remain visible in perpetuity, even if the Work is updated or removed.

For authors of articles in peer-reviewed series and journals, add the following:

I understand that once a peer-reviewed Work is deposited in the repository, it may not be removed.

For authors who are not employees of the University of California, add the following:

I agree to hold The Regents of the University of California, the Organized Research Unit, and its agents harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including any reasonable attorney's fees that arise from any breach of warranty or for any claim by any third party of an alleged infringement of copyright or any other intellectual property rights arising from the Depositor's submission of materials with CDL or of the use by the University of California or other users of such materials.