



*Digital Scholarship, Publishing, and Preservation
at Northeastern University*

Terms of Participation in IRis

Members of the University community wishing to participate in IRis need to review this document covering the terms of participation, agree to the terms, and abide by them.

1. Introduction

The digital objects submitted under these terms will be deposited with IRis 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 IRis.

2. Definitions

- Commercial/non-commercial purposes: use for purposes that do/do not generate a profit, either directly or indirectly;
- Community: a Northeastern University unit, group, or individual that contributes digital material to IRis.
- Digital object: a file or collection of computer files that 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;
- IRis: Northeastern University's digital institutional repository;
- Authorizing Individual: A rights holder or the representative of the rights holder of a specific digital object;
- Submitter: An individual who logs into IRis for the purpose of submitting and describing digital objects. [Note: when Submitters submit objects to IRis as the agents of Authorizing Individuals, the obligations associated with submission outlined in sections 3, 4, and 5 below fall on the Authorizing Individual].

3. Participation

Participation in IRis requires that Authorizing Individuals and Submitters comply with:

- i) [Northeastern University's Appropriate Use Policy](#), none of which is superseded by these terms, and by which all members of Northeastern University are bound;
- ii) [the IRis Community and Collections Policies](#);
- iii) such other University policies, and local, state, and federal laws as may be applicable.

4. License

- 4.1 The Submitter or the Authorizing individual grants IRis, on behalf of Northeastern University, a non-exclusive 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 The Submitter or the Authorizing individual agrees that IRis staff may, without changing the content, translate the digital objects to any medium or format for the purpose of preservation.
- 4.3 The Submitter or the Authorizing individual agrees that IRis staff may keep more than one copy of the digital objects for the purpose of security, back-up, and preservation.
- 4.4 Content for which Northeastern owns the copyright may be submitted to IRis by Library staff.

5. The Submitter's or the Authorizing individual's obligations

[see also note on Submitter definition, p.1]

- 5.1 The Submitter or the Authorizing individual warrants 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 or the Authorizing individual 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 or the Authorizing individual's knowledge, infringe anyone's copyright;

or, if the digital objects do contain material to which the Submitter or the Authorizing individual does not hold copyright, that the Submitter or the Authorizing individual has obtained the unrestricted permission of the copyright holder to grant Northeastern University 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 Northeastern University, the Submitter or the Authorizing individual warrants that any rights of review or other obligations required by such contract or agreement have been fulfilled.

- 5.2 The Submitter or the Authorizing individual will notify IRis staff within 30 days if rights to a deposited digital object are reassigned.
- 5.3 The Submitter or the Authorizing individual bears full responsibility for any and all direct, indirect, and consequential losses arising from his or her acts of publication. The University 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 University to accept, publish, or maintain a submission.

6. IRis staff's obligations

6.1 IRis staff 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 or Authorizing individual'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 Authorizing individuals to use the digital objects for any commercial purpose.

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

6.3 Although due care will be taken to preserve the physical integrity of the digital objects, IRis staff shall incur no liability for the loss of or damage to deposited digital objects.

7. Rights

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