

Falvey Memorial Library Digital Scholarship Project Sustainability & Hosting Agreement

This preliminary agreement applies to digital scholarship projects hosted and maintained by Falvey Memorial Library. Outlined below are the responsibilities of both digital scholars and library staff and the timelines for hosting digital projects created by Villanova University faculty, students, and/or staff in the course of their academic and scholarly activities.

This Agreement may be amended with changes in scope and deliverables upon written agreement by both parties. The parameters outlined in this agreement do not apply to the extent of any conflict with Villanova’s legal or contractual rights or obligations (e.g. the terms of grant funding, sponsored research agreement, or industry collaboration).

Hosting Agreement

This is a Digital Scholarship Project Sustainability and Hosting Agreement (“Agreement”) between Villanova University (“Villanova”) for Falvey Memorial Library (“Falvey”) and _____ (“Digital Scholar”) for the following digital scholarship project: _____ “Project”.

I. Falvey Responsibilities:

Falvey will endeavor to publish the digital project on Falvey’s web-hosting server, and do the following during the established timeline listed in Section IV:

- a. Strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to the Project. Falvey reserves the right to take the Project temporarily offline at any time due to unexpected security or technical issues or receipt of a complaint.
- b. Install upgrades in a timely manner as they become available.
- c. Provide Digital Scholar with hosting services as applicable, in accordance with Falvey Memorial Library Technology Development's practices on hosting.
- d. Provide access to the hosted content for so long as the resource is on Falvey’s web-hosting servers.
- e. In the event of a decision to discontinue hosting services, Falvey will make every effort to provide Digital Scholar with 60 days prior written notice of its intention to do so.

II. Digital Scholar Responsibilities:

In connection with hosting and publishing the Project, Digital Scholar agrees to do the following:

- a) Obtain all necessary consents from authors and other creators for publishing the Project.
- b) Ensure the Project and access to Project via hosting services is in compliance with all applicable copyright and other intellectual property laws and follows any applicable data protection regulations, including Villanova policies.
- c) Ensure the Project adheres to best practices for accessibility in compliance with Villanova's [Web Accessibility Policy](#).
- d) Acknowledge that Falvey Memorial Library, Villanova University is providing these hosting services as an accommodation to Digital Scholar, and that Villanova shall not be liable for any damages, costs or losses whatsoever arising in any circumstances from these services, including, without limitation, damages arising from the breakdown of the technology, the failure to install upgrades and difficulties with access.
- e) In the event of a decision to discontinue the hosting arrangement, provide Falvey Library with 60 days prior written notice of its intention to do so.

In addition to the above, Digital Scholar may need to work with Falvey to obtain Villanova University Information Technologies' ("UNIT") approval for any software or hardware used in the Project. Digital Scholar should also consult the University Intellectual Property Policy for guidance related to ownership of the Project and discuss any related questions with the Vice Provost of Research. Additional Villanova approvals may be required depending on the details of the project.

Please note: Without the requisite institutional approvals, Falvey cannot host and/or support Projects for which contractual restrictions apply (e.g., through external funding arrangement or sponsored research) or which include regulated data, including, without limitation, export controlled information subject to Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), Personally Identifiable Information (PII) and Protected Health Information (PHI) subject to the Health Information Portability and Accountability Act (HIPAA).

III. Intellectual Property:

For all Project content for which Digital Scholar owns copyright, the Digital Scholar hereby grants to Villanova, for no additional consideration, a fully paid, non-exclusive, worldwide, perpetual and irrevocable license to reproduce, distribute, use, re-use, publish, republish, use, copy, publish, and create modifications or derivative works of the Project, whether in print, electronic or any other format, in accordance with the terms of this Agreement.

The Digital Scholar will allow the public and the scholarly community to use the Project content under a [Creative Commons Attribution-Non-Commercial-No Derivatives 4.0 International license](#), or other agreed upon license. Villanova is not responsible for the violation of this copyright by third parties.

The Digital Scholar represents and warrants: for all Project content for which Digital Scholar owns copyright, that they are the sole owner of the digital content, including without limitation all copyrights, trademarks and other proprietary and intellectual property (“IP Rights”) in connection therewith and has full power to make this Agreement; that Project content does not infringe upon the IP Rights of any other person or entity; that all necessary permissions to use third-party materials have been secured, including specifically permissions to publish the materials electronically and distribute them to the public via the internet; that Project content has not been previously published by anyone other than Digital Scholar except as Digital Scholar has advised Villanova in writing; and that Project content contains no libelous or other unlawful matter and makes no improper invasion of the privacy or proprietary right of any person.

Digital Scholar agrees to release and hold Villanova harmless from any claim or proceeding arising from the content or dissemination of Project content or from any other aspect of hosting or distributing the Project, including but not limited to such claims as are instituted on the grounds that Project content infringes upon third party IP rights, contains harmful matter or otherwise breaches the representations and warranties set forth above, and to indemnify Villanova for reasonable expenses, including reasonable attorney's fees, that may be incurred in defense against such claim or proceeding. These warranties and obligations shall survive any termination of this Agreement.

IV. Hosting Timelines:

Falvey will endeavor to provide hosting services, maintenance, and technology support from _____ (date) until _____ (date), subject to Section VII below.

Please select the type of Project timeline covered by this Agreement:

Villanova faculty digital projects

Falvey will typically host Projects for up to five years for Digital Scholars employed by Villanova, or sixty days after Digital Scholar departure date from Villanova, whichever is shorter. The hosting timeline may be extended by mutual written agreement.

Villanova faculty classroom digital projects

Falvey will typically host faculty classroom Projects for up to two years. Falvey will provide Digital Scholar with an archived copy of the Project at termination of hosting. The hosting timeline may be extended by mutual written agreement.

Villanova Student Projects

Falvey will typically host student Projects for up to two years. Falvey will provide Digital Scholar with an archived copy of the Project at termination of hosting. The hosting timeline may be extended by mutual written agreement.

Library/Staff/Campus Initiative Projects

Falvey will host Library, Staff, and Campus Initiative Projects by mutual written agreement on the timeline described above.

V. Contingency Plan for staff turnover, faculty departure from Villanova, or student graduates:

1. Faculty and Staff turnover

- When an individual leaves Villanova they will have a 60-day period to obtain a digital copy of their Project. Falvey cannot guarantee the availability of the content after the 60-day period.
- Provided Falvey has received all necessary materials from Digital Scholar, Falvey will provide either an archive of the Project materials and existing documentation to the new hosting provider or will provide a roadmap of plans to complete these steps.
- If Digital Scholar chooses to host their project independently, Falvey will provide the Project materials and documentation to Digital Scholar.
- The Digital Scholar can request consultations with Falvey staff for advice regarding migration of Projects, but Falvey staff will not be responsible for migration of Projects or correcting any errors or issues in connection therewith.
- If the Digital Scholar wants to keep hosting the Project at Falvey past the agreed upon Hosting Timeline, they must designate a current Villanova Digital Scholar as the new Digital Scholar, and an updated Agreement must be signed between the new Digital Scholar and Falvey.
- If the Digital Scholar retires and receives emeritus status, Digital Scholar must designate a co-Digital Scholar from Villanova, amending the Project's Agreement in writing.
- For Projects involving materials from Falvey special collections or archives, if the Digital Scholar leaves Villanova or can no longer manage the Project without

designating a new Digital Scholar for the Project, Falvey reserves the right to assign a new Digital Scholar to manage the project and/or archive a snapshot of the Project.

- Falvey will make a best faith effort to notify the Digital Scholar when the Project is taken offline.
- Any extensions to agreed upon timelines must be approved by Falvey prior to the end of the 60-day period.

2. Student Projects and departure:

- Student Projects will generally remain available for two academic calendar years following their graduation date or departure from Villanova University. The Digital Scholar may request a copy of their Project prior to their departure or an archived version (which may not be fully functional) of the Project while it is still hosted by Falvey.

VI. Acknowledgements and credit:

All contributors should be appropriately cited in any and all presentations, publications, websites, or printed materials that promote or publicize the Project in any way. See [CRediT \(Contributor Roles Taxonomy\)](#) to appropriately credit all significant contributors.

VII. Sunsetting or archiving Project & possible options we will take:

Notwithstanding anything to the contrary in Section IV above or elsewhere in this Agreement, Falvey reserves the right to adjust the time periods set forth herein and Falvey may maintain, archive, or sunset any Project at its discretion. Possible actions are outlined in the **Sunsetting Strategies** document. Archived Projects must be reviewed and approved by Falvey's Preservation and Digital Archivist, the Library Technology Department, or other library staff as appropriate.

In addition, there are a variety of third-party sites that can be used for archiving Projects by Digital Scholars with free storage available and options for purchasing additional storage if needed. If a third-party site is used for archiving a Project, Digital Scholar acknowledges that Villanova will not be held responsible or liable for any issues with the third-party site, including but not limited to if the third-party site shuts down. All arrangements and costs associated with use of third-party sites are the responsibility of Digital Scholar.

- Please Note: if applicable, use of a third-party site in lieu of Falvey does not negate the need to seek requisite institutional approvals for Projects for which

Last updated: May 2022

contractual restrictions apply (e.g., through external funding arrangement or sponsored research) or which include regulated data (e.g., export controlled information, PII, PHI)

VIII. Agreement Signatures:

Digital Scholar Signature _____

Digital Scholar Email _____

Digital Scholar Email Department _____

Falvey Memorial Library Signature _____

Date: _____