



NJVID Commercial Video Collection Deposit and Digitization Master Agreement

MISSION STATEMENT

NJVID (www.njvid.net) exists to provide a common platform for noncommercial presentation, storage and preservation of digital media that educate and enlighten their audience. Rights and access management are the responsibility of the contributing entity.

BACKGROUND

NJVID is an educational media service administered and supported by NJEDge.Net, a 501(c)(3) organization. Creation and development of NJVID was initially funded through a federal grant provided by the Institute of Museum and Library Services. One may write to an NJVID administrator at support@njvid.net to address the terms and policies stated in this Agreement. **Signatories of this Agreement acknowledge that the terms and policies stated herein are valid as of the date on which they sign.**

COPYRIGHT AND REPRODUCTION POLICY

NJVID is a statewide digital media portal and repository, with collections and services that address the wide-ranging needs of educational and cultural heritage institutions and museums through public use of its media collections. Access to commercial videos is provided to all institutions that have licensed content (“Licensees”) from commercial video vendors for noncommercial, educational, and personal research use by their constituents. Reproduction and use of commercial videos in NJVID is subject to the following deposit guidelines and to the U.S. Copyright Law which governs the use of copyrighted material. Access to copyrighted material does not necessarily constitute an authorization to reproduce, re-broadcast, distribute, or publish that material.

A Commercial Vendor is any entity that licenses educational videos to institutions for commercial purposes. The NJVID Commercial Video collection contains videos and associated materials (“Works”) primarily obtained from Commercial Vendors. The Commercial Vendor retains all rights of copyright to Works deposited at NJEDge.Net or any Licensee for addition to the Commercial Video collection.

Commercial Vendor agrees to grant NJVID’s service provider NJEDge.Net permission to transform, archive and publicly present the Work(s) according to the terms stipulated in this Agreement below. Commercial Vendor reserves the right to make exceptions or additions to any of the terms stated below on a case by case basis.

COLLECTION DEVELOPMENT POLICY

I. SCOPE AND CONTENT OF COLLECTION

A) All videos in the Commercial Video collection must have educational and research value. They must expand the pool of knowledge on a certain topic or subject matter in support of pedagogy and scholarship.

B) NJEDge.Net retains the right to refuse Works deposited by Commercial Vendors or Licensees that reside on damaged, deteriorated, unplayable, or otherwise compromised physical formats or media, or if there are storage restrictions.

II. DURATION OF ACCESS TO WORKS

A) Each Licensee shall be granted access to Works in the Commercial Video collection only for the length of time stipulated by the license that each Licensee has signed with the Commercial Vendor.

B) All Works shall be retained in digital form by NJEDge.Net until operation of NJVID ceases.

III. REMOVAL OF WORKS

A) Commercial Vendor may request removal of any video at any time provided no licensing agreements involving the video are active at that time by emailing support@njvid.net. The Commercial Vendor should notify or provide means for notifying the Licensees prior to the video's removal that it is requesting the video to be removed so as to avoid causing the video's withdrawal to seem abrupt and indeterminate. Removal of a video does not necessarily constitute removal of its metadata record or other associated materials, which may be retained to sustain users' citations to the video.

B) NJEDge.Net is committed to sustaining collaborative collections of educational and enlightening Works. In the event that operation of NJVID ceases, Commercial Vendors will be notified of such termination. With cooperation from Commercial Vendors and Licensees, NJEDge.Net will take reasonable measures to transfer the Works of the NJVID Commercial Video collection in an orderly manner to a platform determined to be equivalent or relatively equivalent to NJVID.

CONDITIONS OF USE

Commercial Vendor agrees:

1) That if it is contributing non-digital Work(s), NJEDge.Net is permitted to transform the Work(s) to digital file format(s) for presentation, storage, and preservation purposes in compliance with the NJVID mission stated on page one. NJEDge.Net agrees to return to the depositing entity the physical container format(s) of all deposited Work(s) when appropriate.

2) The Commercial Vendor certifies that to the best of its knowledge the Work(s) are original and that it either owns all rights of copyright or has the right to deposit and license the copyrighted material for access.

3) The Commercial Vendor certifies that it has attained permission from all related and underlying rights holders to use any pieces of other copyrighted works that may be included in the deposited Work(s), or that the creator(s) of the Work(s) have done so.

4) The Commercial Vendor certifies that it possesses ownership of the physical copy or copies of the Work(s) being deposited, or that it has permission from the owner(s) of the physical copy or copies of the Work(s) to deposit them.

If the Commercial Vendor is not the creator of the Work(s), it assures that it has secured appropriate licenses and permissions from the creator and/or former owners for reproduction of the Work(s).

5) The Commercial Vendor in no way surrenders its own right to publish or otherwise use the Work(s), or to grant permission for others to do so.

6) To adhere to the Collection Development Policy stated herein, which governs the removal and withdrawal of Works from the NJVID Commercial Video collection.

7) To defend and hold harmless NJEDge.Net from any and all costs, expense, damage, and liability arising because of any claim which may be presented by the Commercial Vendor for loss, damage, or other relief occasioned or caused by the release of its Work(s) for the NJVID Commercial Video collection, including transport, inspection, and encoding.

8) The Commercial Vendor acknowledges that there is no fail-safe method by which NJEDge.Net can absolutely guarantee that any user of NJVID will not use means at his/her disposal to download, record or otherwise save the Work(s) to any digital device (e.g. video record his or her computer monitor to capture and save the Work during playback). Therefore, the Commercial Vendor agrees not to hold NJEDge.Net liable in any way for any reason for any circumvention by any user of safeguards intended to eliminate unlawful access to or distribution of Works, nor is NJEDge.Net to be held liable for any willing disregard or oversight by any user of license terms made explicit on the NJVID Web site intended to dissuade and safeguard against such action.

9) To give NJEDge.Net permission to reformat, present, and preserve all deposited Works. The Commercial Vendor agrees to defend and hold harmless NJEDge.Net from and against all claims or liability, including costs and attorney fees, which are later found to violate copyright as stipulated by the United States Digital Millennium Copyright Act Title II, Online Copyright Infringement Liability Limitation Act.

10) That NJEDge.Net is permitted to migrate the Work(s) to different file formats and make multiple digital copies of the Work(s) for purposes of preservation and accessibility in support of NJVID's mission stated herein, provided such migration and copying is consistent with the rights granted to Licensees by the Commercial Vendor.

11) To make reasonable effort to provide available metadata, learning objects, captioning information, etc. as requested by NJEDge.Net. However, Commercial Vendor makes no warranties or assurances as to performance of such on NJVID.

NJEDge.Net agrees:

A) The NJVID digital media portal and repository will use Commercial Vendor's deposited Work(s) only for the purposes stated by its mission statement. Change in presentation or different use (such as transformative versions and any other reproduction or distribution by photographic or electronic means except for purposes of preservation and accessibility) constitutes reuse and is prohibited unless agreed upon in writing.

B) Licensees' constituents and other end-users who access Works are not permitted to make copies of the Work(s) Unless permitted in writing by the Commercial Vendor.

C) The NJVID Web site will provide a notice of copyright protection and a means for contacting the Commercial Vendor for questions that may arise regarding rights, reproductions, and commercial use.

D) Unless otherwise stated in writing by the Commercial Vendor, for all Works contributed to the NJVID Commercial Video collection, the copyright holder maintains sole ownership of the intellectual property of the Works; NJEDge.Net maintains sole custody of the digital files produced for the NJVID Commercial Video collection; and NJEDge.Net reserves the right to review all contributed Works and reserves the right to refuse to present any Work that is, in its sole discretion, unacceptable, undesirable, or in violation of these rules or NJVID's

mission statement. However, NJEDge.Net is not obligated to do so.

E) No users are permitted to use the Work(s) deposited by the Commercial Vendor for commercial purposes.

F) NJEDge.Net agrees to take reasonable measures to prevent unauthorized access to Work(s) by deploying a statewide federated access management system. This system allows Licensees to use their local authorization and authentication mechanisms or to participate in the Statewide Directory system developed by NJEDge.Net to allow access to the Work(s). It is NJEDge.Net's responsibility to ensure that the federated access management system works properly to prevent unauthorized access by non-Licensees. However, NJEDge.Net cannot vouch for the validity of external or local authentication and authorization systems, nor may it vouch for the validity of the user data provided by Licensees that participate in the Statewide Directory system.

G) The Work(s) are supplied 'as is' and the Commercial Vendor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Work(s), and merchantability or fitness of use for a particular purpose. Use of the Work(s) is at the sole discretion of the user.

H) NJEDge.Net agrees that the Work(s) shall not be accessible by any person other than a Licensee's authorized users, or by authorized staff of NJEDge.Net and associated individuals as may be necessary for operation and maintenance of NJVID. NJEDge.Net further agrees to enact measures that verify appropriate access to Work(s) by any Licensee. If NJEDge.Net determines that a License has expired or terminated for any reason, access will be denied.

I) In no event shall the Commercial Vendor, its affiliates, or content providers be liable for any direct, indirect, special, incidental, punitive or consequential damages arising out of or related to the use, inability to use, authorized use, performance or non-performance of the Work(s). The Commercial Vendor shall not be liable for any delay occasioned by an act of God or the public enemy, or by riot, insurrection, strikes, labor disputes, or any failure or delay by any Internet service provider, Internet content delivery service, or agency for any act, delay, or omission due to their negligence. The Commercial Vendor shall not be responsible for any problems or delays that may occur in or on or be related to any of NJEDge.Net's computer hardware, firmware, software, or use thereof. This includes, but is not limited to, problems that may occur as a result of NJEDge.Net's installation and use of the Work(s) or technical support provided by the Commercial Vendor.

J) In the event of any conflict between this Agreement and a License issued to a Licensee by the Commercial Vendor, the License shall govern, insofar as the Licensee's use of and rights to the Work(s) are concerned.

LICENSE RECORDS

NJEDge.Net requests that the Commercial Vendor indicated below periodically provide NJEDge.Net with the status of Licensees' license(s) with the Vendor. This will let NJVID's administrators know which Licensees should be granted access to individual Work(s) and which former Licensees should be denied access.

- YES. Commercial Vendor agrees to supply License records to NJEDge.Net in support of access management as described above.
- NO. Commercial Vendor will provide a contact email/phone that NJVID staff can reach out to confirm details of licenses subscribed by institutions.

Name & Designation of Point of Contact: _____

Email address: _____

Contact Number: (_____)_____

ANNOTATION OPTIONS

The Commercial Vendor indicated below may agree to the following options with regard to its deposited Work(s) by checking off the corresponding checkboxes. It may later submit changes to its selections by emailing support@njvid.net.

When permitted as per the options below, Licensee's constituents will be able to use NJVID's Annotation Tool to associate notes and beginning and end playback framing points to Commercial Vendor's Work(s) ("Annotations"). These framing points will save to the user's computer as pointers to the original Work(s) and will not alter the Work(s)' original start and end points. Annotations will be accessible only by the user who creates them and by any authorized user with whom the Annotation is shared. Annotations will not be accessible by any user who is unauthorized to access Commercial Vendor's Work(s) nor by any authorized user with whom the Annotation has not been shared. Users will be unable to use the Annotation Tool to alter the intellectual property inherent to the Commercial Vendor's Work(s).

- Commercial Vendor authorizes users to create Annotations from its deposited Work(s) and to create compilations of Annotations that automatically play in sequence ("Playlists"):

YES

NO

- Commercial Vendor authorizes users to add their own metadata to any it originally supplied.

YES

NO

LEARNING OBJECT OPTION

Learning Objects are either Commercial Vendor-supplied beginning and end playback framing points associated with deposited Works or altogether separate files comprised of shorter versions of Commercial Vendor's original, unabridged Work(s). The Commercial Vendor indicated below may agree to the following option with regard to its Learning Objects by checking off the corresponding checkbox. It may later submit changes to its selections by emailing support@njvid.net.

- Commercial Vendor agrees to provide Learning Objects, or data in support of such, for addition to the Commercial Video collection.

YES

NO

AUTHORIZATION FOR DEPOSIT

Henceforth or until submitting notice to the contrary, the Commercial Vendor identified below grants permission to NJEDge.Net to use all of its deposited Work(s) under the terms and conditions stated in this Agreement. Likewise, NJEDge.Net agrees to the terms and conditions stated in this Agreement.

IN WITNESS WHEREOF, the Commercial Vendor identified below and NJEDge.Net have caused this Agreement to be executed as of the latest date entered below.

COMMERCIAL VENDOR

NJEDGE.NET

Commercial Vendor _____

By (sign) _____

Name (Print) _____

SUJAY DANIEL

Job Title _____

PROJECT DIRECTOR, NJVID

Mailing Address _____

218 CENTRAL AVE, STE 3902,
NEWARK, NJ 07102

Fax Number _____

(973) 596-5499

Email Address _____

sujoy.daniel@njedge.net

Date _____
