

# Mississippi State University Libraries

## Institutional Repository Policies

Last Updated: July 7, 2017

### Mission

To encourage the sharing of information and dissemination of scholarship created by the Mississippi State University (MSU) community, the MSU Libraries maintains an online open repository in which to collect, provide access to, and preserve these intellectual products. In so doing, the Institutional Repository (IR) enhances the services and outreach efforts of the MSU Libraries and provides an open portal through which the history of the institution and the research of the MSU community are freely accessible.

### Contributors

Any MSU affiliated faculty, researcher, clinician, staff, or student may submit material for inclusion in the MSU IR. Submissions will be reviewed and approved by Mississippi State University Libraries (MSUL) staff.

### Content

The MSU Institutional Repository will accept and archive many types of University related content, including, but not limited to, the following:

- University Archives
- Published journal articles
- Published books and book chapters
- Final draft manuscripts
- Conference presentations and posters (.pdf format required)
- Research data
- Theses and dissertations
- University committee documents
- Official MSU Alumni Association publications
- Faculty Senate documents
- College, department, and school publications
- College, department, and school alumni publications
- MSU course catalogs
- MSU Graduate Bulletins
- Undergraduate research
- Capstone projects
- Fifth year Architecture projects
- Images
- The Reflector (student newspaper)
- Class or scholarly blog archives

- University produced performances/functions (where permitted by copyright)
- Video recordings of performances (copyright permission required from university or participants in the performance)

## File Size

MSUL imposes no maximum file size limit. However, most Internet connections will not support an upload of more than two gigabytes in size. For large files, or for collections totaling more than two gigabytes in size, please consult with MSUL staff to determine the best ingest method. For extremely large datasets, MSUL may instead refer to a subject-specific repository.

## File Formats

*Supported:* When an item's format is public and open, as is the case with formats such as Adobe PDF, HTML, JPEG, or AIFF, it is categorized as a "supported format." Items in this category can be used in the future through migration or emulation and the MSUL makes a commitment to do so. Examples:

- Adobe PDF (pdf)
- AIFF (aiff, aif, aifc)
- Compressed files (.zip, .tar, .rar)
- GIF (gif)
- HTML (html, htm)
- JPEG (jpg, jpeg)
- MPEG (mpa, abs, mpeg)
- PNG (png)
- PostScript (ps, eps, ai)
- Rich Text (rtf)
- SQL
- Text (txt)
- TIFF (tif, tiff)
- WAV (wav)
- XML (xml)

*Known:* When an item is submitted in a proprietary format, it is categorized as "Known." This category indicates that the specifics of the program code for that format are not public but the format is so widely used that the ability to use it in the future is almost certain.

- Adobe Photoshop (pdd, psd)
- Basic (au, snd)
- BMP (bmp)
- FileMaker/FMP3 (fm)
- LaTeX (latex)
- Mathematica (ma)
- Microsoft Excel (xls)
- Microsoft Powerpoint (ppt)
- Microsoft Project (mpp, mpx, mpd)

- Microsoft Visio (vsd)
- Microsoft Word (doc)
- Photo CD (pcd)
- RealAudio (ra, ram)
- SAS
- SGML (sgml)
- SPSS
- Tex (tex)
- TeXdvi (dvi)
- Video Quicktime (mov, qt)
- WordPerfect (wpd)

*Unsupported:* "Unsupported" formats are those that Libraries cannot commit to converting to some usable form in the future. In consultation with the depositor, a decision will be made as to including the item in MSU IR and if it is accepted, readable descriptive information will be included. In the case of unsupported formats, MSUL will request that the item also be submitted in a supported or known format, if it is at all possible to do so.

## Deposition

Materials can be deposited into the MSU IR in the following ways:

- The Libraries may receive permission from the copyright holder to deposit the material for them.
- The copyright holder may deposit materials themselves; training from MSUL staff is available. Any self-submitted material will be reviewed and approved by MSUL staff prior to becoming "live" in the IR.
- MSUL staff may seek permission from the copyright holder to deposit material discovered through searching methods that meet the copyright permissions for inclusion in an institutional repository.
- MSUL staff may upload openly licensed materials that are discovered in other repositories or in publisher websites. These items may be withdrawn at the request of the copyright holder.

## Withdrawal

Materials in the MSU IR are considered permanent in nature. However, items raising legal issues, containing plagiarized content, retracted by authors/publishers, or considered breaches of confidentiality may be considered for withdrawal. Because an MSU IR item that has been openly available may have been cited, a statement will be added to the item record when the item is requested to be removed. This statement will include the original metadata (for verification) plus one of the above withdrawal statements in place of the link to the object. Withdrawn items will be removed from public view, but not deleted from the repository.

To avoid loss of the historical record, any withdrawal transactions will be traced in the form of a note in the dc.provenance field of the Dublin Core record. The content of the note should be one of the following:

- "removed from view at request of the copyright holder"
- "removed from view by legal order"
- "removed from view at Mississippi State University's discretion"
- "removed from view at Mississippi State University Libraries' discretion"

## Access

Generally, items in the MSU IR are open to the public. However, there are instances where copyright law or a specific need of the depositor requires campus-only access. The Libraries encourage immediate open access to all items deposited in the MSU IR, but requests for limited, campus-only access will be considered on a case-by-case basis.

- Special situations:
  - Electronic Theses and Dissertation (ETD) embargoes will be permitted in accordance with ETD policies.
  - Publisher embargo policies will be strictly enforced. Authors are encouraged to deposit material in the MSU IR at the time of publication using the embargo feature to restrict access in accordance with publisher's policies.

## Preservation

The MSU IR is an open access repository built upon DSpace, an open source platform, and locally hosted at the Mississippi State University Libraries. We are committed to adhering to the best practices of the profession applying to digital preservation, and to MSU Libraries' policies on records management (see Document 5: *Records Management Policies and Procedures*). All files are stored on-site in a hierarchical storage management (HSM) environment, and multiple backups are made each day.

## Metadata

The MSU IR will use a hybrid form of the Dublin Core metadata standard, which is the same standard used to describe MSU Digital Collections objects. The depositor of a digital work is encouraged to provide a basic level of metadata during the deposit workflow, such as author(s), abstract, subject keywords, citation information, ORCID (Open Researcher and Contributor ID), and DOI (Digital Object Identifier). More detailed metadata may be entered during the IR approval process to provide more robust cataloging information that aids in searching and indexing.

This mission and collecting policy will be reviewed and revised based upon the experience gained in implementing the policy. A review and assessment of the policy will be conducted at least every three years by MSUL faculty and staff.

## Terms of Use

- 1. General:** The Mississippi State University Institutional Repository (MSU IR) is maintained by Mississippi State University Libraries (MSUL) in support of its mission to share and disseminate information and research to scholars, educators, and the public. As used in these Terms of Use, the terms "we," "us," and "our" refer to the Mississippi State University Libraries and Mississippi State University (MSU). Use of the MSU IR (the website and its content) is subject to the following terms and conditions and all applicable laws. By using the MSU IR website and any of its content, you accept and agree to be bound by these Terms of Use and all applicable laws. If any of these Terms of Use are unacceptable to you, do not use MSU IR.
- 2. Copyright and Use of MSU IR Content:** MSU IR includes text, images, graphics, information articles, multi-media objects, scholarly projects and other works protected by copyright, trademark and other laws ("Content"). Some of the Content in MSU IR includes materials such as original images scanned from the special collections of Mississippi State University or older published works that have passed into the "public domain" under U.S. Copyright Law. In instances where we are aware that such materials are in the "public domain," we have identified them to the extent possible. However, the MSU IR website and most of the Content held in MSU IR are protected by copyright and other laws. These materials have been deposited to enable teaching, research, and other nonprofit educational activities. Unless otherwise specified, you may use the MSU IR website and the Content only **for non-commercial, research, educational, or related academic purposes**. Further, **it is your responsibility to assess any copyright or legal concerns that might affect your use of MSU IR content and you shall assume personal responsibility for your uses of Content**.
- 3. Special Permissions:** MSU IR does not have the authority to grant or deny special permission to use images or other Content found on the MSU IR website beyond those uses that are specifically described in these Terms of Use or as noted specifically on individual items of Content. MSU IR staff members are not able to perform copyright investigations on behalf of MSU IR website users.
- 4. MSU IR Access Levels:** Where possible, MSU IR makes its Content available to the general public. However, some of the Content on the MSU IR website has been made available only to MSU community users or other user subgroups by the depositor. Such Content cannot be used, downloaded, or distributed outside the MSU community (or subgroup identified) without the specific permission of the depositor.
- 5. Use of MSU IR Site and Content:** Content that has been made accessible to the general public may be used for non-commercial, research, educational, or related academic purposes only. Such uses include personal study, distribution to students, research and scholarship (including computational research uses such as data and text-mining, citation-extraction, or cross-referencing) as long as you do not sell the Content or sell advertising on any page on

which the Content is displayed. If you make an item of Content available to others, you will retain with the Content its title, the name of the author(s), a reference to these Terms of Use, any copyright notice included on the original, and any metadata associated with the original. You may not use a copy of the published version of an article that may be posted in MSU IR under these open access terms, unless the publisher so permits. You will not make any translation, adaptation, or other derivative work of an item of Content except as authorized under U.S. law. You may not sublicense or otherwise transfer your rights in an item of Content and will only make Content available to others for use by them under these Terms of Use. Links on the MSU IR website to third-party websites are provided solely as a convenience to you. We do not approve or endorse the content of linked third-party websites, and you agree that we will have no responsibility or liability in connection with your use of any linked third-party websites. Nothing in these Terms of Use or on the Site will be construed as granting you any right or license to use any trademarks, service marks or logos displayed on the MSU IR website. You agree not to use or register any name, logo or insignia of Mississippi State University or any of its subdivisions or cooperative organizations for any purpose except with our prior written approval and in accordance with any restrictions required by us.

6. **Fair Use and Other Lawful Uses:** Nothing in these Terms of Use is intended to restrict or limit you from making uses of Content that, in the absence of rights granted hereunder, would not infringe or violate anyone's copyright, trademark or other rights. To the extent permitted by law, adaptation of MSU IR Content to enable use and access by persons with disabilities is encouraged.
7. **Reserved Rights: Obtaining Permission:** All rights in the MSU IR website and Content that are not expressly granted are reserved. You agree to use the MSU IR website and Content only in ways that comply with copyright and all other applicable laws, as well as with these Terms of Use, and that do not infringe or violate anyone's rights. If you wish to make any use of the Content that requires authorization under copyright, trademark or other rights, you agree to obtain all necessary permissions. You are responsible for determining whether permission is needed to make any use of the Content that you wish to make.
8. **Disclaimer of Warranties:** THE MSU IR WEBSITE AND THE CONTENT ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE) REGARDING THE MSU IR WEBSITE OR THE CONTENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, SUFFICIENCY OR QUALITY OF THE MSU IR WEBSITE OR THE CONTENT, OR THAT ANY PARTICULAR CONTENT WILL CONTINUE TO BE MADE AVAILABLE. WE DO NOT APPROVE OR ENDORSE ANY POSTED MATERIAL OR CONTENT PROVIDED BY OTHERS, INCLUDING MISSISSIPPI STATE UNIVERSITY AUTHORS. WE DO NOT WARRANT THAT THE MSU IR WEBSITE WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR THAT THE MSU IR WEBSITE OR ITS SERVER IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MATERIALS.
9. **Limitations of Liability and Remedies:** WE MAKE THE MSU IR WEBSITE AND CONTENT AVAILABLE FREE OF CHARGE. YOUR USE OF THE MSU IR WEBSITE AND THE CONTENT IS SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL WE BE LIABLE TO YOU, IN CONTRACT, TORT OR

OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE MSU IR WEBSITE OR THE CONTENT, OR YOUR USE OF THE MSU IR WEBSITE OR THE CONTENT, OR ANY THIRD PARTY RIGHTS IN THE CONTENT, EVEN IF THE MSU IR WEBSITE OR CONTENT IS DEFECTIVE OR WE ARE NEGLIGENT OR OTHERWISE AT FAULT, AND REGARDLESS WHETHER WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**10. Indemnity:** You agree to indemnify and hold harmless the Board of Trustees of the Mississippi Institutes of Higher Learning, Mississippi State University and their officers, fellows, governing board members, employees and agents, from and against all claims, actions, suits, damages, liabilities, and costs (including, without limitation, reasonable legal fees) arising from or relating to your use of the MSU IR website or any of the Content or your failure to comply with any provision of these Terms of Use.

#### **11. Contact for Website Issues:**

○ **A. Copyright Complaints:**

- i. We respect the intellectual property rights of others. If you believe your copyright under the Digital Millennium Copyright Act (see 17 U.S.C. §512(c)(3)) has been violated on the MSU IR website, please notify Tom Ritter, Security and Compliance Officer, at (662) 325-3709 or [abuse@msstate.edu](mailto:abuse@msstate.edu).

○ **B. Other Site Issues:**

- i. Please direct all other communications to the MSU IR Administrator at [IRAdmin@library.msstate.edu](mailto:IRAdmin@library.msstate.edu).

**12. Applicable Law and Jurisdiction:** The MSU IR website is controlled and operated from our facilities in and around Mississippi State, Mississippi, U.S.A. These Terms of Use and any claim or dispute that arises from or relates to your use of the MSU IR website and Content, will be governed by the laws of the State of Mississippi, without regard to its conflicts of laws principles. You agree that all such claims and disputes will be heard and resolved exclusively in the courts of Oktibbeha County, Mississippi. You consent to personal jurisdiction of such courts over you for this purpose and you waive and agree not to assert any objection to such proceedings in such courts, including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum. If you choose to access the MSU IR website from other locations other than Mississippi, you will be responsible for compliance with all local laws of those locations.

**13. Termination:** The permissions granted to you will terminate automatically upon any breach by you of these Terms of Use. If we take down or otherwise cease to make a work available as an item of Content, the permission granted to you hereunder to use such Content will thereafter terminate at that time. MSU IR is maintained as a scholarly and educational resource by Mississippi State University Libraries and may be modified or terminated by the Libraries at any time in its sole discretion.

**14. Terms of Use Changes:** We may change these Terms of Use from time-to-time without notice. Your use of MSU IR or any of its Content after any changes have been made will constitute your agreement on prospective basis to the modified Terms of Use and all of the changes. Accordingly, you should read these Terms of Use regularly for any changes.

## Click-Through Agreement for Submitters

To properly administer the Mississippi State University Institutional Repository (MSU IR) and preserve the contents for future use, Mississippi State University ("MSU") requires certain permissions from you, the author(s) or copyright owner(s).

By accepting this license, you agree to the following statements:

- You grant to MSU the perpetual, irrevocable, non-exclusive rights (with right to sublicense) to:
  - Reproduce your submission;
  - Modify your submission to any medium or format (without changing its content) and keep more than one copy for the purposes of security, backup, and long-term preservation of the scholarly record;
  - Distribute your submission (including the metadata and abstract) worldwide, in any format or medium, for non-commercial, research, educational, or related academic purposes only, and to allow users of the repository to do the same.
- You retain the copyright to your work and the right to submit your work to publishers or other repositories.
- MSU will clearly identify your name(s) as the author(s) or owner(s) of the submission, and will not make any alteration, other than as allowed by this license, to your submission.
- You represent and warrant that:
  - You are the author of the submitted work, the submission is your original work, and/or that you have the right to grant the rights contained in this license;
  - Your submission does not, to the best of your knowledge, infringe upon anyone's copyright;
  - Your submission contains no libelous or other unlawful matter and makes no improper invasion of the privacy of any other person, and is classified as Category I according to MSU Data Classification and Individual Responsibilities section of the Information Security Program policies ([www.infosecurity.msstate.edu/pdf/isp.pdf](http://www.infosecurity.msstate.edu/pdf/isp.pdf));
  - If the submission contains material for which you do not hold copyright and that exceeds fair use, you have obtained the unrestricted permission of the copyright owner to grant MSU the rights required by this license, and that such third-party owned material is clearly identified and acknowledged within the text or content of the submission;

- If the submission is based upon work that has been sponsored or supported by an agency or organization other than MSU (such as the National Institutes of Health, the National Science Foundation, or private funder), you have fulfilled any right of review, confidentiality, or other obligations required by that contract or agreement.
- You indemnify and hold harmless the Board of Trustees of the Mississippi Institutes of Higher Learning and Mississippi State University and their officers, fellows, governing board members, employees and agents, from and against all claims, actions, suits, damages, liabilities and costs (including, without limitation, reasonable legal fees) arising from or in connection with your submission.