Terms of Service for Hosted Omeka S Websites at McMaster University Library

Version 1 | Last Revised 2021-09-29

1. Description

As part of its collaboration in teaching, research, and knowledge dissemination, the McMaster University Library ("MUL" or "Library") offers access to its Omeka S web publication system ("Omeka S") for members of the McMaster University community to curate digital exhibits.

These terms of service outline the relationship between the Library and the eligible individual who is granted administrative access to an Omeka S Website (the “Primary Owner”). This document is complemented by and reinforces the MUL Omeka S User Guide. Primary Owners are strongly encouraged to review both documents regularly to understand roles, expectations, and operations.

2. Eligibility and Roles

An Omeka S website is available to those affiliated with McMaster University (faculty, librarians, archivists, researchers, staff, and students), as well as community partners collaborating with an affiliated member of McMaster. Final decisions on eligibility are subject to the discretion of MUL. MUL also reserves the right to decline to host any given instance of the software.
2.1 Primary Owner

The Primary Owner of an Omeka S Website is responsible for all content posted on it.

2.2 Your Participation

By using the Omeka S Website, you as the Primary Owner participate in this MoU. It will stand until and unless:

1. It is modified by mutual agreement of MUL and the Primary Owner of the Omeka S Website.
2. The Omeka S web publication system is discontinued by MUL.

The Omeka S Platform

The following subsections outline what is provided by MUL for each Omeka S Website

3.1 Version

The service will be powered by at minimum version 3.1 of the Omeka-S platform.

3.2. Modules

A wide array of Omeka S modules have been created by the Omeka community to extend the functionality of the core platform (see Appendix A for a list of available modules as of the last revision date of this document). Some modules are made available by default for all Websites. Upon request from the Primary Owners, MUL will attempt to install additional modules where technically and logistically feasible.

3.3. Themes

When building exhibits, clients will have access to the officially supported Omeka-S themes (Default, Center Row, Cozy, and The Daily), as well as the McMaster theme, which has been designed to conform to McMaster University branding guidelines and provincial accessibility legislation. It is strongly recommended that public-facing exhibits use the McMaster theme to ensure that it meets accessibility standards.

3.4. Public Functionality
For all publicly shared Omeka S Websites, members of the general public will be able to:

- Browse public collections
- Browse public items
- Download files attached to items in the repository
- Browse tags, and view public items by tags
- Browse simple page content
- Search site content
- Consume item metadata and files programmatically via the OAI-PMH endpoint (if installed and enabled for the platform)

### 3.5. Client Functionality

Access is provided to Primary Owners through the Omeka S administrator interface. All work and customization performed on the site must be done through this web interface. The following functionality will be available to the client as self-serve functionality:

**Repository management**

- Manage items, collections, and their associated metadata.
- Perform bulk operations on items in the repository.
- Manage item types, which facilitates the addition of custom metadata fields to items
- Create groups of items by tagging items with user-defined keywords

**Content Management**

- Manage exhibits, facilitating the creation of guided presentations by mixing repository items with ancillary content
- Manage pages, enabling the Client to create additional HTML pages which can be integrated into the site navigation

**Site Configuration**

- Define controlled vocabularies for metadata elements
- Manage appearance and theme (Note that Primary Owners are responsible for ensuring their Websites adhere to AODA standards and are encouraged to
contact scds@mcmaster.ca before making significant changes to themes)
  o Change and configure themes (where applicable)
  o Manage main site navigation
  o Change site home page
  o Configure repository item display settings
  o Manage site settings
    o Set site title, description, copyright information.
    o Search configuration
  o User management

3.6. Library Mediated Functionality

The following functionality will be made available to the Client through MUL. To access these services, the Client should contact MUL via the Sherman Centre for Digital Scholarship at scds@mcmaster.ca.

- Enable, disable, and configure modules
- Update themes

3.7. Additional Services

In addition to the core platform, MUL will provide the following ancillary services:

- Omeka S platform update, maintenance, and system support
- Site recovery in case of catastrophic hardware or software failure
- Site rollbacks up to one month prior for extraordinary cases of user-caused non-recoverable data loss.
- A Sandbox environment for exploration and testing. Note that the sandbox will be purged and reset with each version upgrade, or as needed due to maintenance constraints. Notification will be provided to sandbox users in advance of the reset.
- In addition to a sandbox environment, a Docker container can be made available to users who wish to experiment with Omeka S on their own system(s). Contact scds@mcmaster.ca to inquire.
- Client training and support:
  o MUL will provide an orientation training session for the Primary Owner to become familiar with their Omeka S website. MUL will also provide one orientation session for other users of the Omeka S website, such as a
research group or classroom of students.

- MUL will also provide a suite of pre-recorded modules and user documentation to allow the Primary Owner and other users to train in a self-directed manner.

Requests for additional services should be made via scds@mcmaster.ca.

### 3.8. Exclusions

MUL cannot be held accountable for service interruptions or issues involving infrastructure or resources beyond its control. For such issues, MUL will advocate for and act on behalf of the Client in the event of issues beyond its control.

MUL reserves the right to change the provision of the Omeka S Website at any time and at its sole discretion. The software environment will be maintained for as long as MUL considers it to be a viable platform. Upgrade paths may involve significant changes to look-and-feel and functionality of the software, themes, and modules. MUL will provide notice to the Primary Owner prior to any migrations or upgrades that will affect the integrity of their site.

### 4. Platform and Website Availability

The Omeka S platform is hosted by the MUL. Availability of Omeka S may be interrupted for maintenance and other upgrades and is provided on an ‘as is’ and ‘as available’ basis only. The timing of this maintenance is at MUL’s discretion; however, Library staff will make a best effort to notify the Primary Owner of any disruptions to Omeka S.

In the event of the outage, MUL will respond within the first 24 hours after the opening of business hours (9:00 – 17:00 ET, Monday – Friday), and work to the best of its ability to restore the service as soon as possible.

### 5. Support Term, Activity Review, Decommissioning, Archiving

The Omeka S Platform is not a permanent preservation system; as such, it is expected that Websites will have a finite lifespan. Prior to Website creation, the MUL and the Primary Owner will agree on an initial support term (default of 2 years). At
the end of the initial term and every year thereafter, account activity will be monitored for the Website. If no activity has been detected for the past year or the Primary Owner is no longer eligible, MUL will make an attempt to contact the Primary Owner to determine whether or not to continue hosting the Website. In the event that no contact is made after the agreed upon period of retention has elapsed, the site will be taken offline.

At any time, the Primary Owner may request MUL to take their website offline. When a website is taken offline, its Primary Owner may request MUL to create and share with them an archived version of the Website. At its discretion and to the best of its ability, MUL will attempt to create and share the website archive with the Primary Owner in either WARC or ZIP formats.

6. Primary Owner Responsibilities

1. It is the responsibility of the Primary Owner to provide MUL with an up-to-date email address. Primary Owners must notify MUL of any contact information changes by contacting the Sherman Centre for Digital Scholarship (scds@mcmaster.ca).

2. The Primary Owner acknowledges that the Omeka S platform is not a true preservation system. While the MUL will make regular backups of systems, data loss is possible. As such, it is the responsibility of the Primary Owner to ensure that materials comprising items in Omeka S are saved and backed up elsewhere.

3. As a user of the Service, you must comply with all federal, provincial, and other applicable laws; all McMaster University rules and policies, including the Information Security Policy, Policy Statement on Research Involving Human Participants, Research Integrity Policy and the Policy for the Handling of Personal Information (For more information on Governing Council policies, see: https://secretariat.mcmaster.ca/university-policies-procedures-guidelines/); and all applicable contracts and licenses. The creation of sites may involve the incorporation of original works of third parties (e.g., literature, photographs, music, software, film, and video works) that are covered by copyright laws. Primary Owners and other users of Omeka S are responsible for understanding the copyright status of the materials in the Website and obtaining all permissions that may be necessary to incorporate works of third parties (For more information on copyright, see: https://copyright.mcmaster.ca/ and the
4. While only the Primary Owner has administrative access to the account, others (including non-McMaster University users) can be given access to edit the items, collections, exhibits, and pages created within the account. The Primary Owner is responsible for ensuring that all users with edit rights follow the requirements and guidelines of the Platform, as well as all content posted on their Website through the Service.

5. It is the responsibility of the Primary Owner to become familiar with the functionality and software environment of the Omeka S web publication system to provide support for their users, such as a research group or students. Refer to the Administrator and User Guides for more guidance.

6. Omeka S sites will be available on the internet and, therefore, can be indexed and searched unless the site’s Primary Owner disables this feature (i.e., sets the website to ‘Private’). Each site must display a) a method of contacting the Primary Owner; and b) this disclaimer or a link to this disclaimer:

“These pages do not in any way constitute official McMaster University content. The views and opinions expressed herein are strictly those of the authors. The contents have not been reviewed or approved by McMaster University. McMaster University makes no representations or warranties of any kind, express or implied, as to the site’s operation or the information, content or materials included on this site. Questions or concerns about content should be directed to the site’s Primary Owner.”

7. **Inappropriate content**

Although MUL does not routinely pre-screen, monitor, or regularly review content, it reserves the right to remove, at any time, at its sole discretion, any content that it considers to violate this MoU or the terms of any other campus user agreements that may govern use of the campus networks, or that it deems in violation of McMaster University policies or local, provincial, or federal law. Should MUL receive reports regarding perceived inappropriate content, the site’s Primary Owner will be contacted to initially discuss the issue. In exceptional cases, where the content is obviously unacceptable, MUL will immediately remove the content prior to contacting the site’s Primary Owner. Unacceptable content of this sort also may result in account suspension, and in extreme cases, may result in disciplinary proceedings against the Primary Owner and/or other users of Omeka S as
appropriate. Reports regarding inappropriate site content may be sent to the Sherman Centre for Digital Scholarship (scds@mcmaster.ca).

8. About this document

This document has been adapted from Terms of Service documents from University of Toronto Mississauga Library (August 2019) and York University Libraries (June 2018), and the University of Guelph’s Research & Scholarship Service Level Agreement, New York University’s Terms of Web Hosting Pilot Service document, December 2017, University of Ottawa’s Terms of Service document, May 2018, and York University’s Terms of Service document, June 2018.

Last updated September 2021 by McMaster University Library.

Appendix A: Omeka S Modules

The full list of Omeka S Modules can be found here. Note that some modules come pre-installed with your Omeka S website. Contact scds@mcmaster.ca to request that additional modules be installed.

PDF version

How to request a site

Those wishing to request a site can do so by completing this short intake form. Sherman Centre for Digital Scholarship staff will follow up with the submitter to further discuss needs.

PDF version

Copyright Guidance for Omeka Exhibits

Overview

There are some important things to know about Canadian Copyright Law before starting to build an online exhibit in OMEKA S. This document is meant as educational material and does not constitute legal advice.
The McMaster University Library is not responsible for violations of copyright made by third party users (i.e. non Library staff). You must assess the copyright status of any materials you wish to add to your OMEKA exhibit that are not from the Library's Digital Archive. Adding materials to digital repositories and exhibits is generally considered “publishing” and is subject to copyright.

- Copyright is a type of Intellectual Property (IP) that applies to all recorded “creative works” whether they are published or not.
- “Creative works” includes writing, photographs, maps, and recordings of music, sound recordings, and dramatic productions.
- Copyright does not apply to facts, ideas, or data, but covers how those things may be written or organized into a recorded work (spreadsheets of data may be protected because they are organized and formatted, while individual pieces of data within a spreadsheet are not).
- Copyright is automatic and does not need to be registered.
- Copyright protects the creator’s rights to publish and profit from their work and also protects user rights to access and make use of creative works (within limits).
- Copyright is typically enforced by the copyright holder, not by the Canadian government [1].
- User rights in Canadian Copyright Law include things like public domain, the ability to waive copyright protections (e.g. Creative Commons licenses), and fair dealing.
- Fair dealing applies to “research, private study, criticism, review or news reporting, education, and satire or parody. [2]
  - Fair Dealing in Canada is similar but not identical to Fair Use in the US.
  - While the education exception for Fair Dealing does include things like quote citations in scholarly work, it is not blanket permission for anything related to education.
  - Fair dealing allows only the use of an “insubstantial part” or a “short excerpt” of a work. Please see the McMaster University Fair Dealing Policy Guidelines section (pgs 2-3) for specific details of what McMaster considers a “short excerpt” of a work.

The Five-Step Analysis for Using Copyright Material from the University of Alberta Copyright Office provides additional information.

Copyright Assessment

To begin an assessment, first identify if any materials you are adding to your OMEKA exhibit are exercising user rights or are exceptions to copyright enforcement:

1. Is it Public domain? (Follow the Canadian Copyright Term and Public Domain Flowchart from the University of Alberta Copyright Office or see overview of term lengths below)
2. Does McMaster own the copyright? (McMaster grants permission for faculty, students, and staff to use University publications, such as course calendars)
3. Do you have permission from the copyright holder? (includes written permission, donation agreements, Creative Commons license, publisher license)
4. Does this fall under a Fair Dealing definition of use (criticism, review, research, etc.) and is an insubstantial part of the work? (small samples or portions may be used, but entire works cannot)
Conducting a Risk Assessment

If a work is not in the public domain, is not a McMaster publication, you do not have permission from the copyright holder or you're unsure whether Fair Dealing applies, a risk assessment is strongly advised. Risk assessments look at the likelihood the copyright holder could enforce copyright protection over an item. The following questions are a good place to start to identify whether material is high or low risk for copyright enforcement. Remember: you will ultimately be responsible for whatever level of risk you have decided to take.

More information about copyright risk tolerance can be found:

- Risk Management Copyright Policy Framework from Simon Fraser University
- Dalhousie University Libraries' Copyright Assessment Tool
- Slides for Assessing Copyright Risk Tolerance for Large Scale Digitization Projects contain a helpful chart for quantifying risk tolerance on slide 4.

Helpful questions for assessing copyright risk:

- Date of creation or publication?
- Name of creator/ copyright holder (if known) ?
- Is this a work by the Government of Canada (i.e. Crown Copyright)?
- Is the creator(s) still alive?
  - If the creator is dead, when did they die?
  - If the creator is dead, who manages the estate or who is their next of kin?
- Is/was the creator a public figure?
- Is the creator/their estate known to be litigious?
- Is the work published?
- Who is the publisher?
- Does the publisher still exist?
- If the publisher does NOT still exist, did they go out of business or were they bought out by another company?
- Does the work have commercial value?

Canadian copyright terms overview:

Textual materials

- 50 years after last living author dies.
  - Note: Even if the copyright is held by an institution for textual materials, the term is determined by the death of the author (assuming the author is known)
- Unknown author:
Generally speaking, anything published before 1900 is likely public domain

Unpublished Posthumous Works*

- Author dies with an unpublished work that was published by estate pre-1999
  - Copyright = Date of publication + 50 years
- Author dies pre-1949 with an unpublished work that was published after 1999
  - Copyright has expired (in public domain).
- Author dies 1949-1998 with an unpublished work that was published after 1999
  - Copyright will expire at end of 2049 (public domain in 2050).
- Author dies post-1998 with an unpublished work
  - General copyright rule applies: year of death + 50 years.

Crown Works

- Copyright protected from 50 years of first publication, but many publications can be reproduced without explicit permission
- Copyright for unpublished Crown Works in indefinite

Photographs*

- Pre-1949: photographs taken before 1949 are in the public domain
- 1949 - November 6, 2012: copyright is held by the owner of the original negative/print. (Note re: commissioned photos: for this period, copyright is held by the person who commissioned the photo).
- November 7, 2012 – present: copyright is held by the photographer.
- Exception where a large corporation is the ‘author’ of a photo
  - 1949-1961: Copyright has expired

*From Basic Canadian Copyright Rules by Rick Stapleton

[1] The exception to this is criminal violations such as the sale & distribution of unauthorised materials, for example, selling bootleg DVDs.


PDF version