

Podcast Partnership Arrangement

Between [xxx] (the Partner) and the Digital Scholarship Unit of Columbia University Libraries (the Libraries)

Preamble

This document represents a Publication Partnership Arrangement (“PPA”) between the Libraries and the Partner. Under this PPA The Libraries assumes the role of production and the Partner fulfills the creator role and associated responsibilities as outlined below.

This PPA remains valid until superseded by an executed revised Partnership or terminated as provided for in sections 8 and 9 of this PPA. Incremental changes will be recorded in an Amendments section of this Partnership and are effective upon mutual endorsement by both Parties. Both Parties acknowledge that Amendments may incur additional costs.

The purpose of this PPA is to collaborate in an effort to produce a high quality digital product that will have wide-reaching impact on related disciplines and the broader community. This PPA ensures that The Libraries and the Partner help to fulfill the University's mission to "advance knowledge and learning at the highest level and to convey the products of its efforts to the world."

Section 1: Definitions

1.1 “Platform” shall mean one or more applications installed and hosted by The Libraries and utilized by the Partner to distribute academic audio content via the Internet. The Libraries will provide a software and web interface bundle that is offered as an open source application.

1.2 “Configuration” shall mean any method by which the Platform is changed from its default installation state.

1.3 “Workflow” shall mean the manner in which all the pieces of the Platform work.

1.4 “Server” shall mean the hardware and the file system on which the Platform install has occurred.

1.5 “Permission(s)” shall mean any type of view, read, write, or execute ability to folders and files within the server on which the system is hosted.

1.6 “Patches” shall mean any incremental software fixes released by the Platform developers.

1.7 "Upgrades" shall mean the install of any new version of the application as released and verified by the Platform developers.

1.8 "Admin" shall mean a person designated by the Partner to have permissions to publish podcast content and add content to all areas of the site.

1.9 "Partnership" shall mean the offering The Libraries provides as a whole, not restricted to Platform install and maintenance and more fully defined in Section 2.

1.10 "Commencement Date" shall mean the date that The Libraries will start development work on the Partnership.

1.11 "Launch Date" shall mean the date that the Platform will be available to the Partner, as set forth in the proposal or such other written notice from The Libraries to Partner. Notwithstanding anything in this PPA or any subsequent document to the contrary, no Partner-requested date for delivery will be effective unless and until confirmed in writing by The Libraries.

1.12 "Reporting" shall mean text status updates from The Libraries to the Partner concerning actions that have been performed on the Platform.

1.13 "Migration" shall mean a transfer of content by The Libraries or Partner from a specified location, whether digital or analog, into the new application.

Section 2: Eligibility of Publication for Consideration in Partnership

2.1 The primary Partner must be a student, faculty member, librarian, staff member, department, program or similar organizational unit of Columbia University and its affiliate institutions.

2.2 Student-run podcasts intending to represent fields of study, departments, centers, or initiatives on campus must have the written endorsement from an Officer of Research, Instruction, or the Libraries affiliated with that campus organization as a condition of eligibility.

Section 3: Terms of Partnership - Libraries

The Libraries agree to provide the following services:

3.1 Setup of publication on a shared Platform on library servers.

3.2 Reservable access to recording studio and equipment borrowing privileges with Columbia ID.

3.3 Provision of access to Platform.

3.4 Hosting of podcast, transcript, and RSS feed.

3.5 Design of podcasts logo and dedicated non-customized URL.

3.6 Maintenance of the application and underlying systems.

3.7 Preservation of the permanently hosted content in Academic Commons, Columbia University's institutional repository.

3.8 Access to Partner site analytics.

3.9 Inclusion in relevant locations podcast aggregators (e.g. Apple iTunes, Google Play, PocketCast, Stitcher, Spotify) and scholarly indexes, e.g. Google Scholar, DataCite, BaseOA, etc.

3.10 Minting of unique identifiers (e.g., DOI) to online content during the life-time of the PPA.

Section 4: Libraries Ongoing Support

The following are the responsibilities of The Libraries in ongoing support:

4.1 The Libraries will create a dedicated space for the podcast series on their multitenant publishing Platform software. The Libraries default settings will apply to all new podcasts. Any application setting decisions that require Partner feedback will be done in tandem with the designated admin.

4.2 Provision of access to Platform – The Libraries will provide authorial access to a single dedicated editor within the Partner’s podcast staff.

4.4 Maintenance of the Platform – The Libraries will maintain the Platform and server and perform upgrades to software as necessary. The Libraries maintains regular backups of the podcast website.

4.5 Preservation of content in Academic Commons upon deposit of eligible content to Academic Commons by the Partner.

Section 5: Partner Ongoing Support

The following are the responsibilities of the Partner in ongoing support:

5.1 Selecting a designated Platform editor (responsible for the website) and an project manager (chief point of contact). The Partner must identify members of the podcast team who will fill the editorial roles.

5.2 Partner must notify The Libraries of the names and contact details for all editorial roles and designated editorial and admin leads prior to the start of the academic year. The Partner must also notify the Libraries if these editorial positions change and update contact information for changing team members.

5.3 Partners must attend a podcast partnership onboarding held by the Digital Scholarship Librarian. These trainings conducted twice per semester at a date and time to be determined. No PPAs will be finalized until partners have attended such a session.

5.4 Partner is responsible for all editorial tasks including but not limited to soliciting and conducting interviews, recording and editing, reviewing and fact checking, and uploading content.

5.7 Partner is responsible for publishing content on the schedule agreed to in this Partnership.

5.8 Upon publication Partner must provide digital master files in MP3 format as well as PDF transcripts for deposit into Academic Commons.

5.9 The Partner must use the Libraries-provided guest consent and media permissions forms and deposit completed documentation to the Libraries AirTable database prior to the publication of podcast episodes.

5.10 The Partner will include the following disclaimer in their Podcast transcript and in the audio recording of their podcast:

“Columbia University Libraries is not responsible for the content of this podcast. The opinions expressed in this podcast do not necessarily reflect those of Columbia University Libraries.”

Section 6: General Terms

6.1 Bug fixes – The Libraries is only responsible for any bugs that arise from the initial install or any The Libraries-managed upgrades.

6.2 Force Majeure – Both parties acknowledge the possibility of failure of

performance or equipment due to causes beyond such party's reasonable control ("force majeure event"). In the event The Libraries is unable to deliver on any terms of the Partnership as a result of a force majeure event, Partner shall be notified within 24 hours of discovery, and all effort will be expended to repair the issue.

6.3 Columbia Terms of Use – The Libraries offers its Partnership under the auspices of Columbia University's Acceptable Use policy (found at http://www.columbia.edu/cu/policy/network_use.html). The Libraries does not bear responsibility for any action taken by Columbia University under the terms of the Acceptable Use policy.

Section 7: Migration Services

7.1 Partner holds complete responsibility for migration of content from any existing service, website, or digital storage.

7.2 The Libraries will migrate content uploaded by the partner in the event that podcasting is migrated to a new Platform or website.

Section 8: Duration of Partnership

8.1 This arrangement will last for a period of three years from the date content is uploaded. Podcasts inactive at the close of the three year period will be removed from the podcast website and RSS feeds will be discontinued. At the expiration of the three year period, active podcasters will be required to sign a new PPA under updated terms.

Section 9: Terms of Termination

9.1 Should the Partner wish to terminate the PPA, it will provide the Libraries with 60 days' notice via email to publishing@library.columbia.edu. Upon receipt of notice, and within a reasonable period of time, the Libraries will transfer all content in the form of Wordpress XML to whomever the Partner designates in the termination notice.

9.2 If The Libraries needs to terminate the PPA for any reason, they will provide no less than 120 business days' notice via email.

9.3 The Libraries reserves the right to terminate the publication Partnership within 60 days should the podcast partner no longer meet the eligibility requirements.

Section 10: Publication and Sharing of Rights

10.1 Nothing in this Partnership shall be construed as an assignment of the copyright in the Podcast to the Libraries.

10.2 The Partner hereby licenses to the Libraries the irrevocable, nonexclusive, and royalty-free rights as follows:

10.2.a The Libraries may publish the podcast in any format, including electronic and print media. Specifically, this license includes the right to reproduce, publicly distribute and display, and transmit the podcast or portions thereof in any manner, through any medium now in existence or developed in the future, including but not limited to print, electronic, and digital media, computerized retrieval systems, and other formats.

10.2.b The Libraries may authorize third-party publishers, aggregators, and podcatchers to publish the podcast or to include the podcast and any media on the podcast website in databases or other services. [Examples of such third parties include Apple iTunes, Google Play, DataCite]

10.2.c In order to foster wider access to the podcast, especially for the benefit of the nonprofit community, the Partner hereby grants to the Libraries the authority to publish the podcast with a Creative Commons “Attribution” license. [The Partner should consult the Creative Commons website (www.creativecommons.org) for further information.]

10.2.d If the podcast contains copyrighted material not owned by the Partner the podcast must carry a Creative Commons license that includes the No Derivatives (ND) requirement.

10.2.e The Libraries may submit the podcast to Academic Commons —Columbia University’s online research repository— in order to foster its open access availability to the research and scholarly community and to ensure its long term preservation for future use and reuse. Academic Commons, or any successor initiative based at Columbia is licensed by the Partner to reproduce, publicly distribute and display, and transmit the podcast or portions thereof in digital form. The Partner also licenses to Academic Commons the right to perform the digital preservation actions on the podcast (e.g. format migration, feature extraction, etc.) that are required to ensure its availability, identity, persistence, renderability, understandability, and authenticity in the long term.

10.3 The Partner retains the right on a non exclusive basis and without limitation to use the podcast in any form or format

Section 11: Partner's representations

The Partner represents and warrants that:

11.1 The Partner owns the copyright in the podcast.

11.2 The podcast has not been published before, constitutes the Partner's own original work, and does not violate, in whole or in part, any existing copyright.

11.3 To the best of the Partner's knowledge and belief, the podcast does not defame, invade the privacy of, violate the civil rights of, or otherwise infringe the rights of any person.

11.4 If the Partner is a student, the Partner hereby waives any privacy rights granted by FERPA or any other law, policy or regulation, with respect to this work, for the purpose of publication.

11.5 The Partner has full power to enter into this Partnership and to convey the rights herein granted.

11.6 If the podcast has more than one creator, all persons will sign a copy of this Partnership.

11.7 In the event that rights need to be cleared for the use of copyrighted materials used in the podcast or on the podcast website, the partner will be responsible for the clearance of any rights, subject to the application of fair use.

11.8 The Partner will endeavor to make reasonable best efforts to ensure that their podcast content has been fact checked and is accurate, following the best practices outlined in the FACT CHECKING CHECKLIST.

Section 12: Rights and Permissions for Reproduced Content.

12.1 Any permissions and/or associated fees for the reproduction of copyrighted materials in the podcast, included but not limited to written works, artworks, video, and digital media, are the sole responsibility of the Partner.

12.2 The Libraries are not responsible for any rights that have been infringed or for any factual inaccuracies presented in the Podcast

Amendments to PPA Listed Here: