

NJVid
IMLS Award # LG-05-07-0167-07
Performance Report Oct 2007 – Oct 2008

NJVid Milestones and Timeline

NJVid has reached a major milestone in launching the NJVid Commons this coming November 19th at the NJEDge.Net Conference where we will be able to demonstrate it live for many of NJEDge's members. This is slightly behind our target date of September/October, but not far behind, and the excitement of all NJVid participants is palpable as we prepare for the official launch.

On the other hand, despite the fact that we didn't have an actual Shibboleth applications programmer in place and or a systems programmer (both searches are continuing and a Memo of Understanding has been drawn up between NJEDge.Net and Rutgers for a Shibboleth applications programmer from Rutgers to fill in until that search is completed), we are a little ahead in our Shibboleth development. We have linked it with Fedora! This is a major breakthrough because Shibboleth 2.0 authentication of content in Fedora is now possible using LDAP. Refinement of the code will continue over the next few months.

The timeline was also affected by our decision to delay creating the partner portal at NJEDge.Net until the release of Fedora 5.0 in January, 2009. However, we are not letting it hold us up from launching the Commons or continuing any development. We are simply using Rutgers for our temporary storage until January. NJEDge.Net will then take over NJVid in Newark, NJ with temporary archival storage until the archival storage decision can be made in good faith.

Two other slight delays are in the implementation of Shibboleth at all three partner sites (originally slated for December, 2008) and now scheduled for January/February, 2009 and the installation of the WPUNJ beta test server now scheduled for when the partner portal is established at NJEDge.Net. Because of the above-mentioned delays, these grant-funded cost and cost sharing items will be expended in Year 2 of the grant. Documentation from the two sub-awards, Rutgers and NJEDge.Net, will substantiate Year 1 and Year 2's expenditures and cost sharing in the next Financial Report.

It's important to note the tremendous amount of work that has gone into researching and developing appropriate guidelines and sample documents for NJVid users (see Appendix A). These guide the NJVid users to make good decisions about thorny copyright issues and provide examples of documents that could be used by their institutions to acquire the appropriate rights. Through a collaboration of librarians from many New Jersey institutions, and Grace Agnew, recognized author and expert on copyright issues, we feel that these documents can provide a model to other institutions as well.

In addition, we have developed a deposit agreement between each institution and NJVid. This agreement, signed by the institution's collection manager or appropriate designee, gives NJVid the right to stream the institution's contributions. Each institution retains copyright ownership of the digital video(s).

Most importantly, the NJVid Commons now has 50 videos to start! This is a pivotal moment for NJVid. Examples of NJVid content include The Hooters music band performing original works, Jazz in Paterson,

Smokestacks and Steeples – a history of Paterson by Vince Parrillo, Montclair (State University) in Nice, Challenges to Health Care in New Jersey, House on the Green – an introduction to the American Labor Museum, Science in the Cinema – an overview of using cinema as a reference for science for K-12 students, a butterfly video collection that is phenomenal in its clarity of butterfly videos, Physics experiments for K-12 students, and many more!

Evaluation

A quick survey is being added to the website to enable easily returned feedback on access and usefulness. This will become available to end users at the NJVid Commons launch. Judy Jeng, our Evaluation Consultant will be developing an evaluation on metadata usefulness as well, to guide our decisions on which metadata best meets our end users' needs. For technical issues with Shibboleth, the project team's subcommittee in technical issues will shortly be submitting a survey to all NJEDge.Net members. This will help guide us in our Shibboleth development.

Activities Review by Group

NJVid Workgroups met on a consistent basis throughout the year. Several sub-committees of the project team were quickly formed as the need arose. These include a business group to work through issues of payment and grant reporting, a technical sub-committee to work through technological issues, and a sub-committee to develop the agendas for the two major meetings of the year – the Alpha Implementer's kick-off meeting last March and the Advisory Board's first meeting last April. The sub-committee is also planning the upcoming combined Alpha Implementers and Advisory Board special meeting at the NJEDge.Net conference on November 19th.

- *NJVid Advisory Board*

The Advisory Board was originally configured to meet annually. However, after the April 28th meeting (minutes are on the website), it was decided that it would meet twice per year. This will continue our conversation and enable us to engage our Advisory Board more fully. Ed Weil, Provost for William Paterson University gave the opening remarks for the April meeting. Excitement and interest in the Shibboleth implementation for authentication and authorization was generated after a presentation by Grace Agnew. Many Board members felt that this promises greatly for New Jersey institutions. NJEDge offered to hold a special meeting of all the Alpha Implementers and Advisory Board members at the annual NJEDge conference on November 19th, 2008. At the same time there will be a Shibboleth Pre-Conference workshop conducted for technical personnel of all NJEDge.Net members.

Another issue that came up was why NJVid did not simply use Creative Commons licensing, but felt it necessary to create a deposit agreement of its own. However, NJVid's users are institutions and its content is rights-based. With NJVid, the institution retains the copyright and is only giving its permission to NJVid to display the videos in the format preferred (i.e. streaming or progressive download or both). Unlike Creative Commons, NJVid's target audience is not individual users who have no preference for any particular mode of distribution for their content.

Another clarification arose when an Advisory Board member asked if students would be able to use NJVid to post videos? NJVid is not YouTube, although students will have access to material if their teacher/professor decides to give them that permission. Even so, NJVid is not being developed with an

eye toward student-initiated uploads. Of course, a faculty member could upload vetted student videos for sharing in a class or because of a desire to highlight outstanding efforts.

- *NJVid Alpha Implementers*

After the initial meeting of Alpha Implementers on March 7th, 2008, nine workgroups were formed. However, in the course of subsequent meetings, it was determined that we needed another workgroup on Metadata. Mary Beth Weber from Rutgers University agreed to chair this committee and will be presenting on NJVid's metadata standards within the Workflow Management System (WMS) at the November NJVid Alpha Implementer and Advisory Board's special meeting.

The initial Alpha Implementers have created a lot of excitement among their colleagues. We have expanded the initial offerings from the NJVid Commons to include those from institutions outside the original Alpha Implementers. These institutions include New Jersey Network, New Jersey Institute of Technology and Fairleigh Dickinson University.

- *NJVid Project Team (Steering Committee)*

The Project Team met monthly to share updates and discuss project development. The Project Team's technical sub-committee has consistently been investigating which vendor would be the most appropriate and cost effective for the dark archival storage required for NJVid. The first meeting was held with Sun Microsystems on January 10th and the Thumper storage system was recommended, but was advised of several significant enhancements coming to the Thumper. It was also decided to continue to research dark archiving strategies and that we could wait for both new Thumper configurations to become available and installed so that bugs could be fixed and references could be checked.

On July 3rd, 2008, the Technical Group met with Penn State University to discuss their choice of dark archival storage. The EMC, Sun and HP systems were discussed in detail and it was decided to further look into the HP system. The upshot is that we are slightly behind our timeline of implementing the hardware at NEDge.Net. At this point, we are looking for a January, 2009 installation of hardware and Fedora Partner Portal at NJEDge.Net in Newark.

The search for an applications programmer and systems programmer continues. The Project Team decided to use a Rutgers Programmer to begin development of Shibboleth and a Scope of Work and Memo of Understanding was created between NJEDge.Net and Rutgers University. The final signing and actual work will begin shortly. The Rutgers programmer, Bill Thompson, will continue through February, 2009.

Much work has already been done in preparation for Shibboleth development. Charles Hedrick and members from his area installed a Shibboleth identity provider for Rutgers, a test service provider, and assisted with the Shibboleth 2.0 installation on the Library's development server. Sujay Daniel attended a one-week Shibboleth boot camp entitled CAMP Shibboleth 2.0: Hands-on Technical Workshop sponsored by EDUCAUSE in preparation for the next phase of NJVid's Shibboleth development. Charles Hedrick attended Federation Soup: An Assembly of Ingredients in Seattle, WA last June. The experience gained at these two conferences paid off. Ron Jantz noted a major breakthrough in that Shibboleth 2.0 authentication of content in Fedora is now possible using LDAP.

As Shibboleth development proceeds, it would be excellent to have a Consultant work with us since it's on a statewide scale. We are hoping to engage Ann West or someone she might recommend from Internet2.

The NJVid Commons launch is scheduled for November and will be announced at the NJEDge.Net Conference. Because we are not going to go live with the NJEDge.Net partner portal until January, Rutgers offered to maintain the portal temporarily until then so we could launch the Commons as close to our timeline as possible. The full workflow of what needed to be done was developed in early June and all summer was spent by the Workgroups in managing the tasks the Project Team determined to be necessary in order to achieve the Launch (see information under Workgroups).

The need to do condition assessment on each video was identified by Erika Gorder. The need for descriptive information about each video, to be supplied by the collection owner was identified and handled by creating a Metadata Deposit Form. We also identified the need to have a collection owner at each institution to assert that the institution has the rights to use each video by signing a Deposit Agreement. We asked each Alpha Implementer to appoint a collection owner and to have a meeting where we could work on the descriptive information sheet, condition assessment and the rights decision to be made. Another meeting was conducted with the Metadata Workgroup who actually used the Workflow Management System (WMS) to input the metadata from the Alpha Implementers' descriptive information sheets.

- *NJVid Working Groups*

Locally-Owned Content Collections – This workgroup was the most important of the Collections workgroups this past year because the NJVid Commons, which houses the locally owned collection, is launching this November. This workgroup provided collection profiles (displayed on the NJVid website) for the initial videos. In an important meeting on August 20th, they collaborated with members from the Metadata workgroup, the Digital Video Production Upload and Training workgroup and the Project Team to commence ingestion of the initial NJVid Commons videos. They were exposed to the numerous documents indicating guidelines and samples for them to use in preparing their collections for NJVid that the Metadata and Intellectual Property workgroups had been developing over the summer.

Commercially Licensed Video Collections – Numerous meetings have been conducted in conjunction with the VALE Digital Media Committee to meet with a variety of commercial vendors and present an assortment of purchasing and licensing models. Major outcomes from this workgroup have been to negotiate licenses with 5 different vendors at this point (Film Media Group, Bullfrog Films, First Run/Icarus Films, Intelcom, and BioMedia Associates). This means that when ready to launch Commercial Video, our next collection, we should have a good offering to begin with. We are planning to start with Films Media Group and a title test will shortly take place with their assistance. A major consideration of this workgroup is in working with the vendors to integrate their content into NJVid.

Lectures-on-Demand Collections – This workgroup met early on to begin to develop some idea of guidelines needed for this type of collection. Much of its real work will be done later as we move closer

to implementation of this collection, but it is the last one that we will bring online. Guidelines for creating lectures-on-demand content were discussed. Representatives from this workgroup met with the Metadata group to help determine necessary metadata. It was noted that guidelines for removing these videos from NJVid will need to be developed, since faculty will likely decide to only keep their recordings on NJVid for a limited period of time. Finally, it was decided to change the name of this collection to Learning-on-Demand as it can apply to much more than just lectures, although all content in this collection would require authentication and authorization. If a professor preferred to open his/her lectures up to the rest of the world, the video could be placed in the Commons collection.

Web Workgroup – The Web workgroup was very busy this year developing the second version of the NJVid.Net website. It will be released at the NJEDge.Net Conference. The website redesign included a new aspect ratio for web pages consistent across the entire site, a new menu, new color scheme, new pages and text copy. We uploaded recordings of the first Alpha Implementer’s meeting to engage newcomers to the website. This website will continue to grow beyond the initial website, which was informational only, to becoming the interface for NJVid users to access the Commons’ videos. As stated in the NJVid grant, a quick survey will be added to the website where users can answer a handful of questions about their experience using NJVid. It will yield valuable feedback regarding what aspects of NJVid need to be tweaked, reworked, or left as is (See Appendix A).

Remaining work to be done between September and November’s launch on the NJVid website includes creating the canned subject searches for those headings decided upon by the Metadata workgroup and creating the display view of results as well as the display view for a full record. We are adding two items to RUCore’s basic short display: duration and intended audience to enable viewers to decide more easily whether they want the full record of that particular video or not.

Since RUCore is the model for NJVid, we will be displaying the thumbnail. Once the thumbnail is clicked upon, the video will play. Clicking on the title will display the full record with options to select streaming or flash progressive download when available. We don’t wish to make significant configuration changes because of the need to keep NJVid and RUCore parallel implementations.

Intellectual Property and Copyright – This workgroup worked intensely on developing guidelines and sample forms for NJVid contributors to the Commons. These include the following:

- Deposit Agreement for contributing video
- Sample Nonexclusive License for institutions to attain permissions from copyright holders to videos in their collections
- Rights Decision Tree to assist with determining videos’ copyright status and reference to Guttenplan Chart
- Tape Inspection Guide for assessing physical condition of film and video materials worthy of contribution
- Sample Release Form for Participants to be signed by individuals whose participation in an event is to be recorded and contributed to NJVid

- Related Rights Guidance document
- Sample Deed of Gift for institutions to use with donors to their institution

This workgroup also developed policies concerning Terms and Conditions of Use for our website and a Privacy Policy. NJVid's deposit agreement was submitted to legal counsel at UMDNJ, an Alpha Implementer institution. It was also decided that NJVid will provide end users with copyright owner's information in case of any questions or concerns via the full metadata record display. Any removal requests will go to NJVid's designated DMCA agent at NJEDge.net.

Metadata Workgroup – The Metadata workgroup is composed of librarians and VALE cataloguers. This workgroup chose essential metadata elements for the Commons' videos in consultation with the locally-owned group and wrote metadata guidance for collection managers in the form of a "Best Practices" guide. In addition, this group is writing a tutorial for NJVid metadata entry, which will be made available online.

Currently, a Metadata Deposit Form is being used to handwrite metadata that is to be entered into the Workflow Management System by a member of the Metadata working group. Later, NJVid contributors will be given access to the WMS and enter the metadata themselves using the Best Practices guide, developed by this workgroup, NJVid contributors will be provided log in usernames and passwords as well as guidance and training if necessary.

After an initial training session of this workgroup on September 5th, the workgroup decided to create standardized "browse by" subject headings for the Commons videos. The search feature will be added later as the collection grows. This workgroup is responsible for adding the metadata to the initial 50 videos.

Digital Video Production and Upload Training – This workgroup determined that the best way to approach getting information concerning NJVid usage and contribution out to the end users was to create a knowledge database. Upload can be by snail mail (Rutgers will then upload the video), email or FTP with a secure account. Isaiah Beard created a specification sheet that lists Rutgers' current codecs and settings for NJVid objects (see Appendix A). Best practices for video capture – lighting, simple background for small video clips, etc. will also be developed by this workgroup. This will be part of the knowledge database along with the many samples and guidelines created by the Intellectual Property and Copyright workgroup and the Metadata workgroup. This group will continue to be responsible for technical support to end users.

Outreach and Marketing – Last May, Sandra Miller, NJVid PI, and Tom Nemeth, NJVid Coordinator, attended a Bamboo Workshop in Chicago, IL. Although, it wasn't for a presentation, it was a great opportunity to share information about NJVid with other institutions across the country. Many were interested in the federated search capabilities of Fedora with Shibboleth authentication and authorization and expressed the hope that whatever format Bamboo culminated in, it would be interoperable with NJVid. On September 22nd, Sandra Miller and Isaiah Beard participated in a web

videoconference with the California Education Technology Collaborative (CETC). We shared NJVid's mission, goals and objectives along with some more detailed information on its technology and specifically discussed how it could serve as a model for some of CETC's initiatives. NJVid also participated in the IMLS Digital Collections and Content survey whose goal is enabling interoperable digital content.

An oversized postcard was developed with the aid of Thomas Uhlein, Professor of Graphic Design at William Paterson University. Tom has been a tremendous aid to NJVid in helping us develop our logo and promotional materials. In addition to the postcard, which was distributed at numerous NJEDge.Net member meetings, he is designing a full page Journal Ad for the NJEDge.Net Conference and a tri-part brochure that we will want to use for all outreach activities. Tom Uhlein will also design a 4X5 poster for the EDUCAUSE national conference in which Sandra Miller will be presenting on NJVid.

A call for video submissions went out September 2nd to NJEDge.Net's members' listserv, VALE's listserv, and Palinetd (see Appendix A). Bob Wolk, the new chair of this workgroup will be researching the New Jersey State Library list as well as the ALA Library list for NJVid outreach. He is also going to survey the League of New Jersey Historical Societies. This workgroup decided it would be important to have an NJVid email address for interested parties to contact so NJVid@njedg.net was created.

This workgroup recognized that another way to market NJVid is to develop a type of branding for each institution who contributes. This, actually, was a big draw for New Jersey Institute of Technology. This proposed feature was conveyed to the Project Team who is looking at the best way to implement it.

Conferences and Presentations:

- Ron Jantz presented NJVid at Open Repositories 2008 Conference in Southampton, UK, April 3, 2008 and at the Technology Awareness Group on Friday, May 9 at Newark Law Library
- Sandra Miller, Sheri Prupis and Isaiah Beard presented at Internet2, April 21-25
- Sandra Miller and Tom Nemeth shared information at the Bamboo workshop in Chicago on May 15-17
- George Laskaris presented at a Rutgers Technology Fair
- Tom Nemeth presented at DLAAB/EATF: 6/18/08
- Ron Jantz presented at an NJEDge DRG/VRG luncheon on 7/24/08
- Sandra Miller and Isaiah Beard shared information in a web videoconference with CETC on 9/22/08

Authentication and Authorization – Although this workgroup has not yet met, much has been done behind-the-scenes to begin Shibboleth development. Grace Agnew, Chair of this workgroup, will be convening the first meeting shortly.

Sustainability – This workgroup looked at VALE's model of charging their members an annual fee. The benefit of this model is that members can calculate their dues ahead of time. The money provides for a reserve fund in addition to a pass through. Like NJVid, VALE is not a 501(c)(3) entity. With its 53 member institutions, it has potential to work closely with NJVid to ensure sustainability in the long term. More

can be decided as the business plan is developed in Year 3 of the grant. The recommendation was made to budget out the individual costs of NJVid for future decisions and to explore other non-profit resources with demonstrable sustainability models, e.g. Merlot. In this way, many questions that the WPUNJ College of Business might ask can be answered ahead of time. This workgroup will meet again as NJVid gets closer to the middle/end of Year 2.

Performance Summary

This reporting period finds the project on budget although without major expenditures as yet. The main reason for this is because of the prolonged search for programmers and the delay of hardware purchases to ensure the best acquisition for the core repository. Matching expenses were very high as all of Year 1's work was accomplished on a voluntary basis rather than being grant-paid. Again, this is a happy demonstration of NJVid's partners and Alpha Implementers commitment to this project's success.

SM/10-15-08

Appendix A

Included here are policies, licenses, guidance and other documentation developed between October, 2007 and October, 2008 that will be provided to NJVid's content contributors and end-users through the NJVid web site.

Table of Contents:

NJVid Commons Deposit and Digitization Agreement – agreement between the contributing Institution and NJVid collaborators (pp. 10-14)

Metadata Deposit Form – enables contributors to provide metadata for their digital content if they don't have access to the WMS or have not yet been trained (pp. 15-28)

Terms and Conditions of Use of Web Site – policies governing the NJVid website (pp. 29-32)

NJVid Rights Decision Tree – guides the contributor in deciding what rights the institution has and/or what else needs to be done to gain those rights needed (p. 33)

Nonexclusive License Form – Sample license agreement between the institution and the donor (p. 34)

Release Form for Participants – Sample release form between the institution and the participants in the video (pp. 35-36)

Related Rights Guidance – guides the contributor in making decisions about related rights for their video(s) (pp. 37-38)

Deed of Gift – sample deed of gift between the institution and the donor (pp. 39-41)

NJVid Standard Codecs and Settings – guides the contributor in standards for presentation format (pp. 42-43)

NJVid Call for Video Submissions – press release requesting video submissions from New Jersey K-20 institutions, museums and libraries (p. 44)

NJVid Quick Survey – questions that will be made available on the NJVid website to get quick feedback from end-users accessing video through NJVid (p. 45)

NJVid Commons

Deposit and Digitization Agreement

(Version 2.1 – drafted 10/13/08)

MISSION STATEMENT

NJVid (<http://www.njvid.net>) exists to provide a common platform for noncommercial presentation, storage and archiving of digital videos that educate and enlighten their audience. Rights and access management are the responsibility of the contributing entity.

STRUCTURE

NJVid is not a 501(c)(3) organization. It is a service administered and developed by NJEDge.Net with the primary collaboration of its grant partner institutions, Rutgers, the State University of New Jersey, providing technical infrastructure, and William Paterson University, providing project investigation and oversight. You may contact an NJVid administrator at njvid@njedg.net to address the terms and policies stated below. **You acknowledge that the terms and policies stated herein are valid as of the date on which you sign this agreement.**

COPYRIGHT AND REPRODUCTION POLICY

NJVid is a statewide digital video portal and repository, with collections and services that address the wide-ranging needs of educational and cultural institutions and museums through public use of its contributors' video collections. Access to the Commons is provided on an equal opportunity basis to all NJVid users for noncommercial, educational, and personal research use. Reproduction and use of videos in the NJVid Commons 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. **Any user interested in the commercial use of digital videos found in the NJVid Commons must contact the specific owner/contributor of the video for permission.**

Authors or other authorized depositors ("Contributors") retain all rights of copyright to deposited materials and videos ("Works") or have secured the rights from the copyright holder(s) to deposit the Work(s) and to enter into the non-exclusive license required for deposit.

Contributors shall grant to NJVid's service provider NJEDge.Net a non-exclusive license to transform, archive and publicly present the Work(s) according to the terms stipulated below. NJVid's contributors reserve the right to make exceptions or additions to any of the terms stated below on a case by case basis.

COLLECTION DEVELOPMENT POLICY

I. INTRODUCTION

NJEDge.Net is responsible for collection development and maintaining the integrity of the NJVid Commons by adhering to the terms of this Collection Development Policy.

II. SCOPE AND CONTENT OF COLLECTION

A) All Contributors of Works must be based in, reside in, or emanate from the state of New Jersey.

B) Works contributed to the NJVid Commons must have educational and personal research value. They must expand the pool of knowledge on a certain topic or subject matter in support of pedagogy and scholarship.

C) NJEDge.Net retains the right to refuse Works that are promotional or that contain substantial advertising.

D) At time of contribution, all Works must be free of copyright restrictions due in part to prior clearance or licensing.

E) Works contributed to the NJVid Commons are not to be restricted based on dates of creation, copyright, or original presentation.

F) The intellectual content of contributed Works need not have a geographic focus on the state of New Jersey.

G) NJEDge.Net and its grant partner Rutgers University retain the right to refuse contributions of Works that reside on damaged, deteriorated, unplayable, or otherwise compromised physical formats or media.

III. DURATION OF ACCESS TO WORKS

A) All Contributors of Works should plan at the time of contribution to make their Works accessible through the NJVid Commons for at least ten years or another reasonable length of time to allow NJVid's community of users to optimize the Work's educational and research value.

B) All Works shall be retained and made accessible until a request of removal is submitted or until operation of NJVid ceases.

IV. REMOVAL OF WORKS

A) The Contributor of a Work may request its removal at any time and for any reason by emailing njvid@njedge.net. Certain Works may be frequently accessed, cited, or altered by users through annotation and segmentation tools and saved to personalized lists within the "My Content" section of NJVid to increase the Work's educational and/or research value. It is requested that the Contributor notify or otherwise provide means for notifying the Work's users prior to the Work's removal that it is requesting the Work to be removed so as to avoid causing the Work's withdrawal to seem abrupt and indeterminate. Removal of a Work does not necessarily constitute removal of its metadata record, which will be retained to sustain users' citations of the Work.

B) Works that are found to violate copyright or are claimed to infringe upon copyright will be removed.

C) NJEDge.Net is committed to sustaining collaborative collections of educational and enlightening Works. In the event that operation of NJVid ceases, Contributors will be notified of such termination. NJEDge.Net will transfer the Works of the NJVid Commons in an orderly manner to a common access platform that is determined to be equivalent or relatively equivalent to NJVid. **All digital copies (computer files) and metadata records of Works will be returned to their contributing institutions.**

NJVid Commons

Deposit and Digitization Agreement (V.2.1)

Identify Contributed Work(s) (title/name and description of work, series or collection):

CONDITIONS OF USE

The Contributor Agrees:

- 1) That if it is contributing non-digital Work(s), Rutgers University and NJEDge.Net are permitted to transform the Work(s) to digital file format(s) for presentation, storage, and archival purposes in compliance with the NJVid mission stated on page one. Rutgers University and NJEDge.Net agree to return to the Contributor the physical container format(s) of contributed Work(s).
- 2) The Contributor certifies that the Work(s) are original and that it either owns all rights of copyright or has the right to use the copyrighted material by depositing a digital copy of the Work(s) with NJVid.
- 3) The Contributor 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 contributed Work(s), or that the creator(s) of the Work(s) have done so.
- 4) The Contributor confirms that it possesses ownership of the physical copy or copies of the Work(s) being contributed, or that it has permission from the owner(s) of the physical copy or copies of the Work(s) to contribute them. If the contributor is not the creator of the Work, it assures that it has secured appropriate licenses and permissions from the creator and/or former owners for reproduction of the Work(s).
- 5) To assume all responsibility for questions of copyright and invasion of privacy that may arise in the copying and use of the Work(s), and to assume responsibility for obtaining all necessary permissions pertaining to use.
- 6) The Contributor retains ownership of the Work(s).
- 7) The Contributor in no way surrenders its own right to publish or otherwise use the Work(s), or to grant permission for others to do so.
- 8) To acknowledge and adhere to the Collection Development Policy stated on page two, which governs the removal and withdrawal of Works and corresponding metadata from the NJVid Commons.

9) To defend and hold harmless NJEDge.Net, Rutgers University, and William Paterson University, and the donors and former owners of the Work(s), from any and all costs, expense, damage, and liability arising because of any claim which may be presented by the Contributor for loss, damage, or other relief occasioned or caused by the release of its Work(s) for the NJVid Commons, including transport, inspection, and encoding.

10) For Works that are made available “for viewing only and not for download or reuse,” the Contributor 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. Therefore, the Contributor 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 Site intended to dissuade and safeguard against such action.

11) To give NJEDge.Net and Rutgers University permission to reformat, present, and archive all contributed Works. The Contributor agrees to defend and hold harmless NJEDge.Net and Rutgers University from and against any and all claims or liability, including costs and attorney fees arising from any unlawful reformatting, presentation, or archiving of a Work that is found to violate copyright as stipulated by the United States Digital Millennium Copyright Act Title II, Online Copyright Infringement Liability Limitation Act.

12) That NJEDge.Net may 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 its mission as stated on page one.

13) That NJVid is not meant to act solely as a service for digitizing, storing, or archiving Works, but for noncommercially presenting them for educational and research purposes as well, in compliance with its mission as stated on page one.

I, _____ (the undersigned) understand and acknowledge the following:

A) The NJVid digital video portal and repository will use the Work(s) only for the purposes stated in its mission statement on page one. 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) Others are not permitted to make copies of the Work(s) unless permitted by the contributor.

C) When appropriate, a notice of copyright protection will provide the Contributor’s contact information for questions that may arise regarding rights, reproductions, and commercial use.

D) Unless otherwise stated, for all Works contributed to NJVid, the Contributor and/or the Work’s licensor(s) maintain sole ownership of the intellectual property of the Work; NJEDge.Net maintains sole ownership of the digital files produced for the NJVid Commons. NJEDge.Net and Rutgers University reserve the right to review all contributed Works and reserve the right to refuse to present any Work that is, in their sole discretion, unacceptable, undesirable, or in violation of these rules or its mission statement on page one. However, they have no obligation to exercise such reservation of rights.

E) Commercial use of Work(s) by any and all users of the NJVid Commons is prohibited.

AUTHORIZATION FOR DEPOSIT

As of _____ (date) and until submitting notice to the contrary, acting on behalf of the contributing institution, the undersigned hereby grants permission to NJEdge.Net through NJVid to use the indicated Work(s) under the terms and conditions stated above. The Contributor does not transfer or intend to transfer any rights of copyright or other intellectual property to NJEdge.Net.

_____ (signature of Contributor's representative)

[Insert name of Contributor's representative here]

[Insert representative's job title here]

[Insert name of contributing institution here]

[Insert representative's address, telephone number, fax number and email address here]



Metadata Deposit Form

Part I. Metadata Types and Elements

Descriptive Metadata: Use to provide information to identify and describe the video resource you are depositing in NJVid Commons.

1. Title or name of resource:

2. Language (if more than one language is represented or if some of the language is in a language other than English):

3. Subject/keyword/genre terms:

4. Summary or abstract:

5. Physical Description (type of item, duration/extent and number of units):

6. Target or Intended Audience (intended audience/grade level, educational rating, MPAA rating, etc.):

7. Personal Name (director/producer, performer, etc.):

8. Business or Organization Name (production company, distributor, publisher, musical group, etc.):

9. Date of production or release:

Source Metadata: Use to provide information about the analog original from which the digitized version was made. Not applicable for born digital resources.

1. Source Type (describe analog original used to create digital resource):

2. Condition Evaluation Event (use to document evaluation type, place, condition rating, date/time, and details):

3. Associated Entity (use to record individual or organization which conducted the condition evaluation):

Technical Metadata: Use to provide details about the master digital resource, whether digitized or born digital.

1. Creating Application (use to record the name and version of the software that created the object):

2. Digitization date/time:

3. Operating System (use to record name and version of the operating system of the server on which the digital object was created):

4. Format (use to record form of analog source object):

5. Compression Scheme (use to record rate of compression of the digital item):

6. Duration (use to record running time, time code, and operating system) :

****Note this may be supplied by alpha implementers****

Rights Metadata: Use to describe rights, permissions, and restrictions, associated with the object

1. Rights statement (source of authority, statement ID, and statement):

2. Copyright status:

3. Item availability and status:

4. Rights holder (use to identify individual or corporate body that controls the rights to the digital item):

5. Rights Event (use to identify type of rights events that have been associated with the resource, as well as associated entity and object(s)):

Part II: Metadata Input Guidelines for NJVid Metadata Deposit Form

General Input Rules:

Provide detailed information that will enable users to find and use the described resource.

Capitalize the first word of a title and proper names. Enter acronyms in capital letters.

Omit initial articles in titles.

Specific Metadata Elements Values and Input Rules:

DESCRIPTIVE METADATA

1. Title or name of resource: Take from the title screen or opening credits. If this information is not available, consult external containers or labels on the item. If this is not an option, provide a brief descriptive title.

Example: Experimental films of Albert Gabriel Nigrin.

2. Language: Designation of the language in which the content of a resource is expressed. When language is not present, leave blank. If language can not be determined, the value "unknown" may be used. Indicate language name, including sign language.

A standardized list of languages is available at http://www.loc.gov/marc/languages/language_name.html.

3. Subject/keyword/genre terms: The following information should be considered when applying subject, keyword, or genre terms, which facilitate object discovery and retrieval: What is it about? What is depicted? What person, place, thing or concept does it tell users about? If you decide your item does not have a subject or theme, leave the entry form blank.

A subset of Library of Congress Subject Headings (LCSH) is available in the Workflow Management System for topical subjects. Additional terms can be added to the WMS as needed. Locally assigned sets of terms may also be added as needed. LCSH may be searched via the Library of Congress' website at

<http://authorities.loc.gov/cgi-bin/Pwebrecon.cgi?DB=local&PAGE=First>.

Moving Image Collections (MIC) lists subjects at http://mic.loc.gov/public_portal/pub_subjglos.htm

Also consider the following two additional subjects:

Biography – Materials that cover an individual's life, accomplishments or contributions to human history. Includes materials that give an account in biographical form of organizations, institutions, corporations and animals. Includes historical events resulting from human endeavors or circumstances. For materials covering groups of individuals, select *instead* **Society**.

Languages and literature – Materials pertaining to human languages and other forms of communication, including materials pertaining to written or printed works such as poetry, novels and essays. For works that are biographical in nature, select *instead* **Biography**.

4. Summary or abstract: Use to provide a brief descriptive summary of the contents of the videorecording. Limit to two-three sentences.

Example:

Evelyn Hershey of the American Labor Museum interviews Sondra Gash, who provides her narrative of her experiences growing up in Paterson, and her father's activities in labor movement efforts. Gash is the daughter of noted labor activist Sol Stetin, and is the author

of Silk elegy, a collection of narrative poems that details industrial life and the union struggle in early twentieth-century Paterson.

5. Physical Description (type of item, number of units): Use to describe the form and physical characteristics of the videorecording.

The type of item will be videorecording for all entries.

Extent provides details number and type of files. Extent/duration is provided in technical metadata.

Example:

2 files [used to record two streaming video files]

6. Target or Intended Audience (intended audience/grade level, educational rating, MPAA rating, etc.): Description of the intellectual level of the audience for which the resource is intended. Terms may be selected from one or more of the following controlled vocabulary lists which are available in the WMS: General Educational Materials (GEM)

<http://www.thegateway.org/about/documentation/gem-controlled-vocabularies/vocabulary-resource-type>

New Jersey Department of Education (NJDOE) provides the following grade level designations: [grades] 4-8, 5-8, 9-12, elementary, K-4, middle, secondary

Public Broadcasting Core Audience Level (PBCore AudLevel) identifies a type of audience, viewer, or listener for whom the media item you are cataloging is primarily designed or educationally useful.

<http://www.pbcore.org/PBCore/audienceLevel.html>

Public Broadcast Core Rating (PBCore Rating) designates the type of users for whom a media item is intended or judged appropriate in terms of its intellectual content.

<http://www.pbcore.org/PBCore/audienceRating.html>

RULib provides a set of locally defined terms to describe the intended audience: educators, faculty, librarians and curators, university administrators and publishers.

Example:

Adult/continuing education [GEM]

Primary (grades 1-6) [PBCore Audience Level]

TV-Y (all children) [PBCore Rating]

7. Personal Name (director/producer, performer, etc.): Use to provide the names of those individuals with major roles, such as director, producer, performer, etc. Names may be further described by role terms which are available via a drop-down menu in the WMS. Roles are taken from MARC relator codes, which are available at <http://www.loc.gov/marc/relators/relaterm.html>.

Example:

Role: interviewer

Family name: Nemeth

Given name: Thomas

[Nemeth is identified as an interviewer in a video.]

Role: expert

Family name: Mullin

Given name: Laura

[Mullin is cited as an expert in a video.]

8. Business or Organization Name (production company, distributor, publisher, musical group, etc.): Use to provide the names of corporate bodies with major roles, such as production company, publisher, performing group. Names may be further described by role terms which are available via a drop-down menu in the WMS. Roles are taken from MARC relator codes, which are available at <http://www.loc.gov/marc/relators/relaterm.html>.

Example:

role: publisher

Name: Films for the Humanities and Sciences

9. Date of production or release: Use to record the year of item creation. Copyright date may also be included, but must be noted separately.

The date of creation may be listed as a single year or a range of years.

A single year is qualified as approximate, exact, inferred, questionable.

All dates in ranges of years must be qualified. A beginning and ending date must be entered, and both dates must be qualified using the same terms provided above for single dates.

Example:

2008 Date is exact

2001 Date is exact- 2004 Date is inferred

SOURCE METADATA

1. Source Type (describe analog original used to create digital resource): Use to describe the analog original that was used to create the digitized version of the videorecording. For NJVid, the source type "video recording" will be used.

2. Condition Evaluation Event (use to document evaluation type, place, condition rating, date/time, and details): Condition evaluation event is used to record details of a physical examination of the source material prior to digital transfer. Multiple condition evaluation events may be recorded.

Type of evaluation is recorded first using one of the following terms which are available in the WMS: acquisition evaluation, appraisal, audit, cataloging evaluation, deaccession evaluation, deposit evaluation, donation evaluation, exchange evaluation, or insurance evaluation.

Rating terms are applied next using one of the following terms which are available in the WMS: excellent (mint or near mint condition), good (stable, very usable), fair (minimal to moderate deterioration, usable), poor (damaged, unusable except for preservation transfer), unrecoverable (cannot be preserved; should be removed from collection), or unknown.

Date and time of the condition evaluation event are recorded in the following manner: YYYY, YYYY-MM-DD, or YYYY-MM-DD hh:mm:ss.

Any additional information deemed to be important to include about the condition evaluation event is included in a free-text box titled "Detail."

3. Associated Entity (use to record individual or organization which conducted the condition evaluation): Record the role, name, affiliation, details, etc. about the individual or organization that conducted the condition evaluation event if this information is known.

Role terms are recorded first using one of the following terms which are available in the WMS: archivist, conservator, consultant, contractor, digitizer, digitizing agency, inspector, other, preservation firm, restorer.

Name and Affiliation are provided in free-text boxes. Details are also included in a free-text box.

TECHNICAL METADATA [for the most part, this information will be provided by Isaiah Beard, Rutgers University's Digital Projects Manager and Format Specialist with the exception of duration, time code, and operating system, which can be supplied by alpha implementers]

1. Creating Application (use to record the name and version of the software that created the object)

Example:

Adobe Premier Pro
Version 2.0

2. Digitization date/time:

Example:

2008

3. Operating System (use to record name and version (when applicable) of the operating system of the server on which the digital object was created):

Example:

Microsoft Windows Vista Ultimate

4. Format (use to record form of analog source object):

Example:

Encoding AVI

5. Compression Scheme (use to record rate of compression of the digital item):

Example:

Uncompressed

6. Duration: Use to record running time, time code, and operating system

****Note this may be supplied by alpha implementers****

Record running time in the following format: HH:MM:SS.S/1000.

Time code is recorded in one of the following ways: simple time code, SMPTE drop frame, SMPTE nondrop frame.

System is recorded using one of the following terms: LiquidAudio, NTSC, PAL, QuickTime, RealMedia, SECAM, WindowsMedia, Other, or Unknown.

Example:

03:25:10
Simple time code
NTSC

RIGHTS METADATA

1. Rights statement (source of authority, statement ID, and statement): Use to record details about the source of authority for the rights statement (for this project, it will always be NJVid), statement ID (a standardized statement will be automatically generated each time NJVid is chosen, and that statement will be identified by a specific number), and value (this is the rights statement; a standardized statement will be provided for NJVid).

Choose and write in one of the following options:

Option 1: Streaming is permitted but the video may not be downloaded

Option 2: Streaming and download are permitted but no derivative works may be created from the video

Option 3: Streaming and download are permitted and derivative works may be created for non-commercial uses

Example:

User selects Option 1 and writes in "Streaming is permitted but the video may not be downloaded."

The following will be written to metadata:

Authority: NJVid

ID: rulibRdec0001

Value: This video is protected by copyright. It is available for viewing only and not for download or reuse. Please contact the contributing institution for further information about the use of this video.

2. Copyright status: Use to provide information on the copyright status of the resource if known. The following values may be applied: copyright protected, public domain, or unknown.

3. Item availability and status: Record availability of the resource and any reasons for restrictions.

Status is described using one of the following terms: open, restricted, unavailable.

Restrictions are provided using the following terms: blank [none], copyright expired, deed of gift, fair use, mandated by law, mandated by sponsor, permission or license, released to

public domain, U.S. federal document, USC Title 17 Section 108 (b), USC Title 17 Section 108 (c), USC Title 17 Section 108 (h).

4. Rights holder (use to identify individual or corporate body that controls the rights to the digital item): Use to identify rights holder type, name, contact information, etc.

Specify name type: personal or corporate.

Provide family and given name for individuals.

Provide organization name for corporate bodies.

Provide contact information (if known), including postal address, telephone number, email address. Document date this information was provided using the following format: YYYY-MM-DD.

5. Rights Event (use to identify type of rights events that have been associated with the resource, as well as associated entity and object(s)): Describes a set of uses to which a digital object can be put as defined by the Rights Holder in a given context. Multiple rights events may be recorded. Include type of rights event, date and time, and details. Associated entities and objects may also be defined.

The following types of rights events may be applied: availability research, collection owner contact information update, copyright renewal, deed of gift, DRM implementation, indigenous cultural or historical artifact, moral rights research, original copyright, permission or license, permission request, publicity or privacy release, request response, rights holder contact information update, rights holder research, rights transfer, trademark permission or license, trademark research.

Date and time of the condition evaluation event are recorded in the following manner: YYYY, YYYY-MM-DD, or YYYY-MM-DD hh:mm:ss.

Any additional information deemed to be important to include about the condition evaluation event is included in a free-text box titled "Detail."

Role terms for associated entities are recorded first using one of the following terms which are available in the WMS: collection owner, consultant, contributor, copyright claimant, copyright clearance agency or collective, copyright holder, counsel, creator, depositor,

distributor, donor, former copyright holder, former owner, indigenous tribal authority, lender, licensee/licensor, manufacturer, originator, other.

Name and Affiliation are provided in free-text boxes. Details are also included in a free-text box.

Associated objects may also be described using the following terms: correspondence, data set, deed of gift, document, license, permission request, permission response, publicity release, report, research, other.

Additional information about associated objects will be provided as free-text.

If there are questions, or if anyone requires assistance, contact Mary Beth Weber, Chair NJVid Metadata Workgroup, at 732-445-0500 or mbfecko@rci.rutgers.edu

Terms and Conditions of Use of Web Site

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR USE OF THE SITE, ITS COMPONENTS AND ITS VIDEOS. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING ANY PORTION OF THIS SITE. If you do not agree to these Terms, please do not use the Site.

1. This Web site, video portal and its related components, including the Wiki and blog, (hereinafter collectively referred to as the "Site") are primarily developed by grant partners NJEDGE.Net, Rutgers, the State University of New Jersey, and William Paterson University, and operated and provided by NJEDGE.Net. The Site is made available to the public for noncommercial, educational, and personal research purposes only, and is operated in conjunction with a video repository and text database facilitating metadata, hereinafter collectively called "NJVID." The terms and conditions set forth herein apply to all videos, as well as online communications, services, text, audio, digital files, graphics, still images, links, or other material and content that is or becomes available on the Site or is otherwise offered by or contributed to NJVID. By accessing or using NJVID, you specifically agree to abide by these terms and conditions and any modifications thereto.
2. NJVID provides access to videos that educate and enlighten their audiences. These videos may be intended and made available for all visitors of the Site (you, the Site "User") to access, or made exclusive to a particular audience as determined by the entity providing the videos (the "Contributor"). For all videos on the Site, you agree to abide by the license terms accompanying each video on the Site. You also agree that for any permitted redistribution of a video outside of the Site, you must make explicit the license terms of the video. For all videos that are made available only to a particular audience, unless otherwise permitted by the Contributor, you agree not to access a video if you do not belong to its intended audience.
3. Videos with license terms stipulating that they are made available "for viewing only and not for download or reuse" are not to be downloaded, recorded, or otherwise saved in any manner by you to any digital device, including your computer hard drive.
4. You agree not to hold NJEDGE.Net liable in any manner for any damages, defects, or rogue programming resulting from your access to the Site and its videos, inaccuracies, mistakes, or omissions of intellectual property with respect to the Site and its videos, nor interruptions, defects, delays in operation or transmission, or non-delivery resulting from inability to access the Site and its videos. You acknowledge that use of the Site and its videos is at your sole risk.

5. You may not edit, remove, or obstruct during playback any mode of identification employed within any video.
6. In connection with the use of the Site, you agree not to engage in conduct or publish information that infringes upon or injures the personal or property rights of any Contributor, including but not limited to defamation, harassment, invasion of privacy, tort, or disclosure of confidential or trade secrets.
7. Other than as permitted by license with respect to a video, you may not reproduce, publish, distribute, transmit, participate in the transfer or sale of, modify, create derivative works from, display, or in any way exploit NJVid, in whole or in part, without prior consent from NJEDge.Net.
8. The NJVid logo is copyrighted and use of NJVid does not imply your right to this logo.
9. NJVid may contain links to related World Wide Web sites and digital videos. NJVid is not responsible for the availability or content of these external sites and videos. Please [Contact Us](#) if you notice any dead links on the Site.
10. NJEDge.Net does not represent or endorse the accuracy or reliability of any videos accessible through NJVid, nor does NJEDge.Net attest to the degree of educational or personal research value of any videos accessible through NJVid.
11. When linking to the Site, please use www.njvid.net.
12. NJEDge.Net reserves the right to supplement, delete, or modify these Terms and Conditions at any time for any reason.

Submitting Notification of Copyright Infringement – put this section in “Contact Us” page

If you feel that any video on NJVid violates copyright or any other lawful agreement, you may file a request that the allegedly infringing video be removed from NJVid by sending a notification to NJEDge.Net with the following information:

1. Sufficient details to identify and locate the allegedly infringing video or, if multiple videos are claimed to be infringed, a representative list of such videos (for example: title, author, any registration or tracking number, URL of the page(s) that contain the video(s))
2. Your contact information (for example, your name, address, telephone number, and email address)
3. A statement that you have a good faith belief that the use of the video identified in (1) is not authorized by the copyright owner, its agent, or the law
4. A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the allegedly infringing video
5. Your physical or electronic signature

Send your notice to:

**DMCA Agent: Sheri Prupis
NJVid Administrator at NJEDge.Net
New Jersey Institute of Technology
218 Central Avenue, Suite #5100
Newark, NJ 07102**

In the event that the allegedly infringing video is removed from NJVid, the Contributor of the video will be contacted and may file a counter-notification asserting that the video is not infringing, in which case it will be reinstated on NJVid. This counter-notification should contain the following information:

1. Identification of the video that has been removed or to which access has been disabled, and the location at which the video appeared before it was removed or disabled
2. A statement, under penalty of perjury, that you have a good faith belief that the video was removed or disabled as a result of mistake or misidentification of the video in question
3. Your name, address, telephone number, and email address
4. A statement that you consent to the jurisdiction of the Federal District Court for judicial district in which your address is located or, if your address is outside of the USA, for any judicial district in which NJVid may be found, and that you will accept service of process from the person who submitted a notice in compliance with the section (c)(1)(C) of the DMCA, as generally described in the Terms and Conditions of Use
5. Your physical or electronic signature

Send this notice to:

DMCA Agent: Sheri Prupis
NJVid Administrator at NJEDge.Net
New Jersey Institute of Technology
218 Central Avenue, Suite #5100
Newark, NJ 07102

Privacy Policy

This privacy policy refers solely to the NJVid Web site (the “Site”) and does not pertain to how it gathers and uses information you provide to NJVid’s service provider and administrator, NJEDge.Net, nor its grant partners Rutgers, the State University of New Jersey, and William Paterson University, outside of the Site, such as via the official NJVid email address njvid@njedg.net. NJEDge.Net reserves the right to supplement, delete or modify this privacy policy for any reason.

NJEDge.Net and its grant partners will not willfully disclose any private information to any third party without first receiving your permission. This applies to personal correspondence and all other methods by which you may be asked to supply personal or private information.

NJEDge.Net and its grant partners may use elements of the information you provide them while using the Site or when contributing videos (such as the name of your institution, subject of a contributed video, responses to the Quick Survey, but not personally identifiable information such as your name, mailing address or email address) for internal and promotional purposes.

For all areas where you may share personal information, such as at the NJVid Wiki site, please be aware that this information becomes public when saved. Please exercise caution when choosing to disclose personal information in these areas.

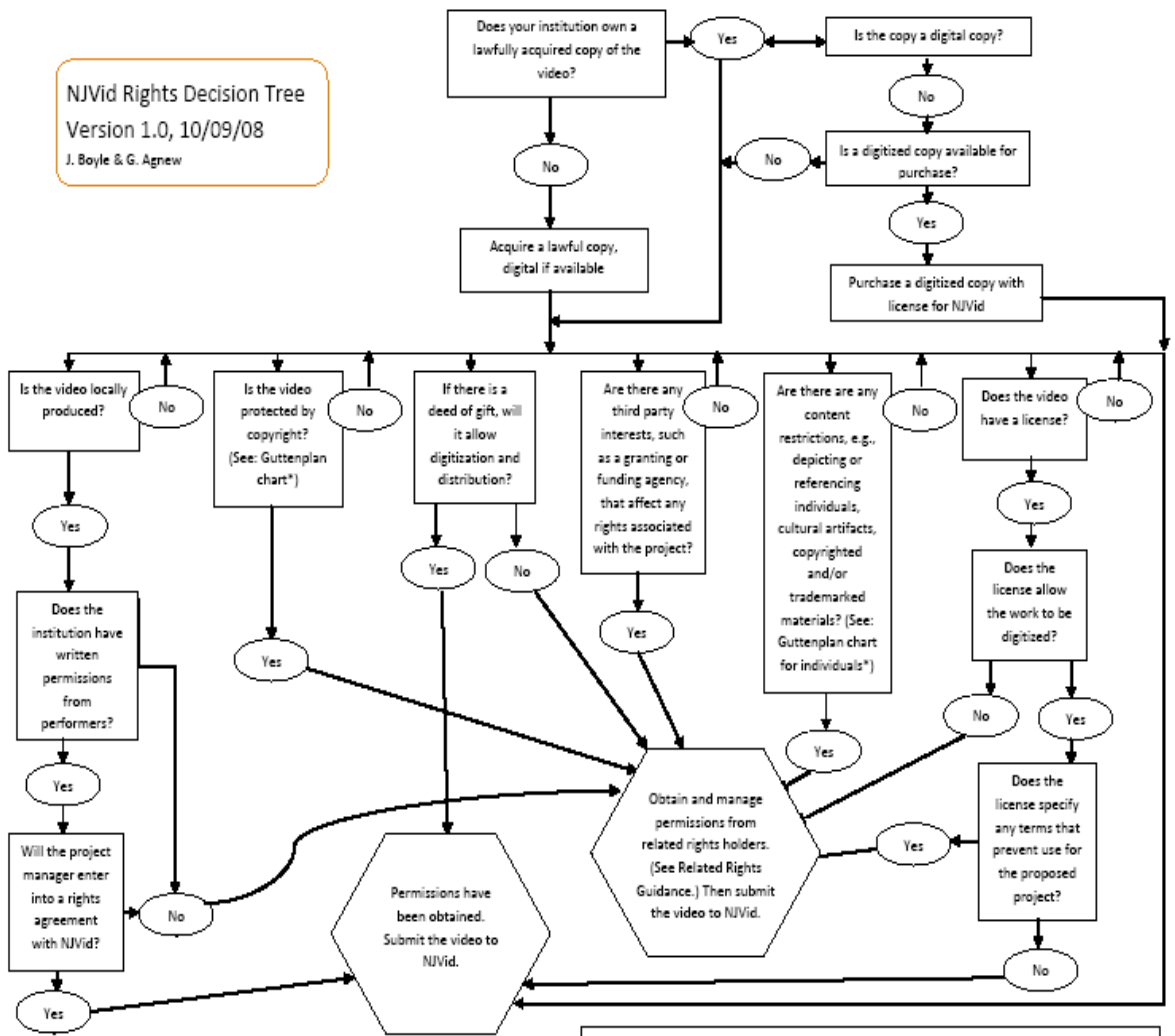
Aggregated Data

In order to evaluate use of NJVid, the NJVid Web site records traffic records to determine information such as which videos are most popular, how long users spend on the Web site, and which subjects are commonly browsed. NJEDge.Net and its grant partners use this data to understand the NJVid audience and to improve NJVid. It is not matched in any way to your personal data.

External Links

You will find links from NJVid to selected Web sites with content of interest to NJVid’s users. These external links may be operated by third parties who independently produce, maintain, and monitor these sites. NJEDge.Net does not control the content of these sites. You should review the privacy policies of these third party sites for their policies and practices regarding the collection and use of personally identifiable information as their policies may differ from those of NJVid.

NJVID Rights Decision Tree
Version 1.0, 10/09/08
J. Boyle & G. Agnew



*http://www.libraries.rutgers.edu/rul/rr_gateway/research_guides/copyright/Guttenplan.pdf

Nonexclusive License Form

Permission is hereby granted for [Your Institution] to use the work indicated below by any digital means:

Title or Name of Work: _____

Description of Work: _____

Licensor's Name: _____

Licensor's Relation to Work (e.g. Speaker, Videographer): _____

Licensor's Institutional Affiliation (where appropriate): _____

Date(s) of Production or Release: _____

Media Type: Video with Audio Video only Audio only Other: _____

My work will be used for noncommercial, educational, research and archival purposes only and will not be reproduced, redistributed or retransmitted in any manner other than as indicated below. By completing this nonexclusive license, I agree to the following presentation of my work. (Check as many as appropriate):

<input type="checkbox"/> Streaming – Permission is granted to stream my work by any digital means.
<input type="checkbox"/> Download, No Derivative Works Permitted – Permission is granted to make my work downloadable by any digital means. Others may distribute but not modify, transform or build upon this work.
<input type="checkbox"/> Download, Remix and Reuse Permitted – Permission is granted to make my work downloadable by any digital means. Others are free to distribute, modify, transform and build upon this work.
<input type="checkbox"/> Attribution – [Your institution] must publicly attribute my rights to the work. If preference is for attribution to remain anonymous, do not check this box.

The following applies to all of the above options:

- Copyright holder retains sole ownership and authority over the work's content and legal rights, and others may not use the work for commercial purposes.
- For any reuse or redistribution, one must make clear to others the license terms of this work.
- Any of the conditions stated herein can be waived with permission from the copyright holder.

By signing below, I assert my rights to the specified work and agree to the terms and conditions put forth by this document.

Licensor's Signature: _____ Date: _____

RELEASE FORM FOR PARTICIPANTS

I, _____, hereby grant permission for [YOUR INSTITUTION] and/or any person(s) or entities authorized on [YOUR INSTITUTION]'s behalf to record, tape, film, photograph, digitize, or otherwise capture and preserve in permanent form my name, likeness, biographical material, voice, and/or performance/display (hereinafter "Recording").

I grant permission for [YOUR INSTITUTION] to make copies in any form or media of the Recording made of me and described above, including digitized copies or written transcriptions. I further grant permission for [YOUR INSTITUTION] or any person or entity authorized by it, to edit or alter the Recording (hereinafter "Altered Recording") and to digitize, distribute, broadcast, publish, or transmit all or any portion of the Recording or the Altered Recording, in any form, via any means, in perpetuity, throughout the world. I understand that this Recording or Altered Recording will be used for non-profit, educational purposes in accordance with the mission of [YOUR INSTITUTION].

I further give permission to [YOUR INSTITUTION] to authorize the NJVid statewide digital video portal to make full use of this Recording as specified in the terms in paragraph two above in order to provide non-commercial preservation and access to this Recording, in perpetuity, throughout the world.

I also release [YOUR INSTITUTION] and its officers, agents, faculty, and employees, including any person(s) or entities authorized by [YOUR INSTITUTION], from any and all claims based on my performance or display in this Recording as defined in paragraph one or based on any use of my performance or display.

I certify that I am 18 years or older, and have read this release and consent form and understand all its terms.

Signature _____ Date _____

Name (Print) _____

Address _____

Phone Number _____

Email _____

To be completed by parent or legal guardian if participant is under the age of 18:

I certify that the participant _____ is under 18 years of age and that I am the parent or legal guardian with the authority to sign the release and consent form. I have read this release and consent form and understand all its terms. I execute it voluntarily and with full knowledge of its significance on behalf of the participant _____.

Signature _____ Date _____

Signatory Name (Print) _____

Participant's Name (Print) _____

Signatory's Relation to Participant (Print) _____

Signatory's Address _____

Signatory's Phone Number _____

Signatory's Email _____

Related Rights Guidance

Copyright law provides for the ownership and management of rights in addition to the rights provided to the creator, identified in treaty and law as the copyright holder. Of particular concern are underlying rights and related rights.

Underlying rights are the copyright of creators of works that may be integrated, in whole or in part, into a work such as a video. Underlying rights that the video may contain include:

1. Musical score or sound track – the copyright belonging to the composer
2. Musical score or sound track – the performers' rights belonging to the performers
3. Musical score or sound track – the producers' rights for a produced phonogram
4. Scripts performed on a video, such as a copyright protected play
5. Works of art reproduced in their entirety, such as a recognizable painting or sculpture used on a video set

Underlying rights are copyright-protected works where the creator/rights holder is afforded all copyright protections with regard to the reproduction, distribution, public display and public performance of a work. A separate license or deed of gift must be obtained from the rights holder for each underlying work, unless the video creator has obtained a license to use the underlying work or has used the work in a manner that is exempt by reasons of fair use.

The Center for Social Media at American University has provided guidance on fair use for video creators in three publications:

Code of Best Practices in Fair Use for Online Video

http://www.centerforsocialmedia.org/resources/publications/fair_use_in_online_video/

Recut, Reframe, Recycle: Quoting Copyrighted Material in User-Generated Video

http://www.centerforsocialmedia.org/resources/publications/recut_reframe_recycle/

Documentary Filmmakers' Statement of Best Practices in Fair Use

http://www.centerforsocialmedia.org/resources/publications/statement_of_best_practices_in_fair_use

How do I know if there are underlying rights issues with my video?

1. A video should always acknowledge the source and permissions for any copyright-protected materials used in a video, generally in the closing credit frames but possibly on the container or in the opening credit.
2. If the credit and permissions are lacking, contact the producer or rights holder to see if there are written releases and acknowledgments available.

Related rights concern the rights of entities that contribute in some way to the work but are not identified as the creator. These include:

- Agents involved in sharing a work (e.g., producers, distributors and broadcasters)
- Performers (actors, musicians, interviewers and interviewees)
- Holders of trademarked symbols and logos that appear in a video

Related rights may differ from copyright in the rights offered and in terms of protection. Rights for producers and performers of phonograms are explicitly addressed in copyright treaty and law. In other cases, performer and producer rights permitting their production or performance to be performed publicly, produced or distributed may be governed by state law or contract. It is best to have a license or publicity release for any identifiable performer, producer and anyone contributing creatively to the work, such as the screenwriter; or to have a license where the creator states that he or she has obtained all licenses and permissions to any related rights or underlying rights, and that the creator has all rights to authorize reproduction, distribution, public display and public performance of the work.

Other rights concern publicity and privacy for identifiable persons appearing in the video. Privacy and publicity rights with respect to the subjects of information resources are often conflated. The distinction that is generally made is that privacy refers to the right of a subject of an information resource to have his or her likeness or personal information kept private, while publicity rights generally refer to the right to control the commercial exploitation of the subject's persona or identity, as defined by the likeness, voice, image, name or personally identifiable mannerisms. Privacy rights often end with the death of an individual but publicity rights may continue beyond the lifetime of the individual and may be managed by the estate or heirs of the subject or by a representing agency. Publicity rights may be protected by national or local legislation. Libraries should obtain publicity releases for any identifiable living subjects contained within an information resource that the library intends to disseminate, particularly in digital form. Publicity releases should reflect relevant statutes and may vary if the person involved is a minor, or an active participant in an event, rather than a bystander. Publicity rights generally obtain to everyone by statute and not just to 'famous' individuals.

Research involving human subjects may be documented in video and generally requires clearance from an institutional review board that is tasked with ensuring that no harm, including violations of privacy, results for the research subjects. Libraries should be aware of the need for this review for research involving human subjects. Institutional review boards can also provide guidance on publicity releases and good surveying practices, such as providing 'opt ins' for personally identifiable information, such as email addresses for survey follow up.

DEED OF GIFT

EXPLANATION OF DEED OF GIFT

The deed of gift is a formal, legal, agreement that transfers ownership of, and legal rights in, the materials which you as a Donor are conveying to [YOUR INSTITUTION] to be administered in accordance with its established policies. The Deed of Gift constitutes the transfer of title and serves to define the terms of the transfer. The materials become legal property of [YOUR INSTITUTION] upon signing of the deed of gift.

Donation of Gift: The "Description" portion of this section will be completed by a representative of [YOUR INSTITUTION]. The Description of the donation will describe the material being transferred and date received on site.

Appraised Value: [YOUR INSTITUTION] DOES NOT provide monetary appraisal of collections. Please consult a qualified appraiser or your accountant and/or lawyer for advice.

Disposition of Materials: In order to make the most effective use of resources, [YOUR INSTITUTION] reserves the right to determine the disposition of donated material and is authorized to dispose of any Materials that, in its sole discretion, it determines are no longer necessary to the collection.

Terms and Conditions: Although most Donors will have no need to limit access to materials which they are donating, the option of placing reasonable restriction on access to the materials or a portion of the materials is available to a Donor. A representative of [YOUR INSTITUTION] will be happy to discuss the terms of restrictions with a Donor. Any restrictions on access mutually agreed to will be for a specific period of time and will apply to all researchers.

Copyright Interests: Because assignment of copyright is often complex, staff at [YOUR INSTITUTION] are happy to work with the Donor to clarify questions of copyright control. Copyright in writings and original creations contained in a donated collection is controlled by the individuals or organizations that created them unless the copyright has been conveyed legally to the Donor or other party.

If you, as Donor, control the copyright in all or some of the materials being donated, please check the first box in this section of the Deed of Gift and explain the extent of your copyright control.

If you, as Donor, do not control copyright in any of the donated material, please check the second box.

If you have any information about the holder of the copyright, please check the third box and supply as much of the requested information as possible.

Copyright Conveyance: [YOUR INSTITUTION] encourages Donors to transfer any copyright they may control to [YOUR INSTITUTION] whenever possible. Copyright ownership by [YOUR INSTITUTION] facilitates use by scholars. If you wish to do so, please initial the first paragraph in the "Copyright Conveyance" section of the Deed of Gift.

Assignment of copyright may be conditional. For example, a Donor may wish to stipulate "Copyright retained during my lifetime" or something similar in the "Limitations" space provided on the Deed of Gift.

[YOUR INSTITUTION]

DEED OF GIFT

I, the undersigned Donor, hereby donate and convey to [YOUR INSTITUTION], all rights, title, and interests that I possess in the following materials:

Description:

Date material received on site (to be supplied by the archives): _____

I understand that the location, retention, cataloging, and preservation of the materials, or other considerations relating to their use or disposition are at the discretion of [YOUR INSTITUTION] in accordance with its access and use policies and standard archival practice. These donated Materials shall be preserved, organized, and made available for education and research in accordance with the education and research aims of [YOUR INSTITUTION]. At the discretion of [YOUR INSTITUTION], the Materials, in whole or in part, may be reformatted for preservation and/or access purposes, including reformatted to digital formats for use by any digital means in support of education and research. Materials shall be accessible to all persons qualified to use the materials of [YOUR INSTITUTION] subject to the terms and conditions, if any, stated below.

Terms and Conditions:

In the event that the Donor may, from time to time, hereafter give, donate, and convey to [YOUR INSTITUTION], additional Materials, title to such Materials shall pass to [YOUR INSTITUTION] upon their delivery, and all the provisions of this instrument of gift shall be applicable to such additional Materials. A description of the additional Materials so donated and delivered shall be prepared and attached hereto and incorporated herein.

Copyright Interests:

_____ I represent and warrant that I control the copyright in some or all of the donated materials. (Please indicate below the materials for which you control the copyright and the nature of your copyright control, e.g. joint/sole creator, heir, literary executor, etc.)

_____ I do not control copyright in any of the donated materials

_____ To the best of my knowledge, the copyright is controlled by:

Name: _____

Address: _____

Phone/email: _____

Copyright Conveyance:

If you wish to transfer, convey, and assign to [YOUR INSTITUTION], any copyright which you control in the above-named materials, subject to limitations, if any, stated below, please initial here: _____

If you do not wish to transfer copyright, but give permission for [YOUR INSTITUTION] to make copies for users of the materials, please initial here: _____

Limitations:

I represent and warrant that I am the sole owner of the materials described above and that I have full right, power, and authority to give the materials to [YOUR INSTITUTION]. I have received an Explanation of all terms and conditions of this Deed of Gift and agree to them as indicated by my signature below.

If applicable, I understand the sections on "Copyright Interests" and "Copyright Conveyance" and acknowledge that the information I have provided is accurate.

Donor's name and address (PLEASE PRINT):

Donor's signature: _____

Phone number: _____ **Email address:** _____

Date: _____

[YOUR INSTITUTION] gratefully acknowledges receipt of this gift and agrees to the stipulations outlined above.

Representative's printed name and title: _____

Representative's signature: _____

Date: _____



Purpose

This document will explain the current codecs and configurations in use for creating Preservation and Presentation formats for the RUCORE/NJVid Community Portal platform. These specifications are primarily to assist those wishing to convert existing streaming video into a format suitable for inclusion in NJVid.

For videos hosted by this platform, it is important to ensure that each video presented maintains a uniform set of standards. This ensures that we know which video and audio codecs and settings were used regardless of the video source. This enables us to provide a certain level of quality, and permits us to better troubleshoot problems when they arise, applying widespread fixes when needed. Some aspects of a video codec can be custom fit to better optimize certain videos, but care should be taken not to stray too far from the base configuration.

Base codec configuration

Note: Items in [blue](#) can be customized to improve playback quality when necessary.

- **Preservation: Video Source**

The source video standards depend on what container format the video originates from

- **Analog Sources**

- Encoded into uncompressed AVI when possible
- For NTSC or PAL video: retain original resolution and frame rate
 - NTSC: 640 x 480 (square pixels), 30 fps
- Film sources: determined on a case by case basis, depending on film type and condition.

- **Digital Sources**

- DVD, Blu-Ray and other videodisc formats: a disc image is taken and stored as the preservation object
 - ISO or original file/folder structure is archived
- DVCam, DVCPro, MiniDV, and other Digital Video sources
 - Original DV, MPEG-2 or MPEG-4 stream is preserved.
 - Other formats: converted on a case by case basis to help ensure longevity

- **Presentation: Quicktime Videos (.MOV format)**

- Encoded using H.264 compression
- Resolution: 640 x 480 (for videos with a 4:3 aspect ratio)
- Bitrate: 480kbps
 - Ensures that 786kbps connections can view
- Default frame rate: [24 fps](#)
 - Multipass Encoding
 - [Automatic Keyframes with frame reordering](#)
- Optimized for hinted streaming
- Audio: [AAC, 64kbps stereo \(48kbps mono if source has no stereo signal\)](#)

- **Presentation: Flash Videos (.FLV format)**
 - Encoded using On2 VP6 compression with On2Metadata cuepoints
 - Encode Alpha Channel
 - Deinterlace video
 - Resolution: 320 x 240 (For videos with a 4:3 aspect ratio)
 - Bitrate: 256kbps
 - FLV is used for slower connections that cannot view the streamed video
 - Default frame rate: 15 fps
 - [Keyframe placement: Automatic](#)
 - Optimized for hinted streaming
 - Audio: [MP3, 48kbps mono](#)

The above standards will yield presentation video files that are approximately 90-100MB in size for a half hour of video in Quicktime format, and 50-80MB for a Flash Video of the same duration.

Preservation streams can be particularly large, but the size is necessary to maintain a video object that will remain viable for the foreseeable future. DVD's images can be as large as 9GB in size, while DV streams can take up 20GB per hour of video. High Definition (HD) video streams will be even larger.

Recommendations for encoding software converting existing video streams

Some Alpha Implementers and NJVid partners may have videos that they have already converted into a streaming format, or have only a streaming format as their original. It is possible for partners to have videos pre-encoded and ready for inclusion, as long as the above standards are followed in creating their presentation streams. Most modern computers running current operating systems (Windows XP or Vista, Mac OS X 10.4 or 10.5) will be capable of converting short videos into Quicktime and FLV formats.

Existing video editing software such as Adobe Premier Pro or Final Cut Pro will export video segments to NJVid specifications. For simpler situations where minimal to no editing of the video content is needed, Quicktime Pro (\$30, apple.com/Quicktime) can also be used on either Windows or Mac platforms to make the correct streams.



NJVID accepting Video Submissions

NJ-based institutions are invited to submit locally owned videos from their collections for online access.

Wayne, NJ – September 17, 2008

NJVID (<http://www.njvid.net>) is currently accepting submissions of locally owned video content that will be made publicly accessible and presented as part of the “Commons” during the NJEDge Conference (<http://www.njedg.net/conference2008/>) scheduled November 19-21, 2008. Submissions should be educational and non-promotional. All New Jersey-based K-20 schools, libraries and museums are invited to submit material.

NJVID is an IMLS grant-funded statewide video portal & repository enabling educational & cultural institutions throughout New Jersey to digitize, archive & provide online access to their moving image material. Three collections will be offered: locally-owned video content, commercial video and learning-on-demand. The first of the three collections, locally owned video for the Commons, is here! Be a part of it. If you have video content that you would like to share on the NJVID Commons, now is the time to submit it!

NJVID’s workgroups, composed of members from ten alpha implementer institutions, have addressed issues such as copyright clearance assistance, metadata formulation, etc. They are free to aid your institution with these and related issues. “For many years, New Jersey’s institutions have longed to provide online access to their moving image material but until now have lacked the means do so” notes NJVID Principal Investigator Sandra Miller. “NJVID makes that dream a reality.”

To participate in NJVID or to find out more information, please contact one of the following:

Sandra Miller, NJVID Principal Investigator, 973.720.2530, millers@wpunj.edu

Thomas Nemeth, NJVID Project Coordinator, 973.720.2416, nemetht@wpunj.edu

Sheri L. Prupis, NJVID Administrator at NJEDge.Net, 973.596.5490, prupis@njedge.net



NJVID Quick Survey

1. Did you find what you were looking for? a. Yes b. No c. Other _____
2. Do you find our videos educational? a. Yes b. No c. Other _____
3. I found NJVID easy to use:
a. Strongly Agree b. Agree c. Neutral d. Disagree e. Strongly Disagree
4. Would you reuse NJVID? a. Yes b. No c. Other _____
5. What additional features and educational videos would you like to see added?

6. Can you give any other suggestions to improve NJVID? _____
7. How did you find out about NJVID? _____
8. Will you tell others to use NJVID? a. Yes b. No c. Other _____