

Cardinal Scholar Policy

• Scope and Content

- **What types of content can be deposited in Cardinal Scholar?**
 - We encourage Ball State University administrators, faculty, staff, or students to upload the following types of material:
 - Scholarly materials, including: articles, preprints, web-based exhibits, presentations, working papers, term papers, theses, conference papers, technical reports, videos, lectures, electronic educational assets, Data sets (GIS, scientific, statistical, demographic, etc.), computer programs and/or code, multi-media objects, etc.
 - Departmental and administrative records, including: meeting minutes, newsletters, annual reports, promotional materials, presentations, programs, accreditation materials, lecture materials, and other electronic records produced by university offices and departments
 - Student organization records, including: meeting minutes, constitutions and bylaws, posters, promotional materials, event programs, photographs, videos, etc.
 - Work deposited in Cardinal Scholar should exhibit these traits:
 - The work must be created by Ball State University administrators, faculty, staff, or students.
 - The work must be educational, creative, administrative, or research-oriented.
 - The work must be complete and ready for distribution.
 - The author must grant Ball State University the non-exclusive right to preserve and distribute the work via Cardinal Scholar. (See "What rights do I grant Ball State University when I deposit my work in Cardinal Scholar".)
 - Examples of inappropriate content include:
 - Any materials for which you cannot claim authorship and you have not obtained permission for use in writing
 - Works that include inadequately cited quotations or paraphrasing
 - Content that would be more appropriate for a social networking site, e.g. photos, videos, or textual material of a non-academic, non-artistic, personal nature
- **Who can deposit items in Cardinal Scholar?**
 - Ball State University administrators, faculty, staff, or students can deposit items that they have created in Cardinal Scholar. These items should document either individual or collaborative scholarship or should document the activities, accomplishments, goals, or functions of university offices, organizations, groups, or bodies. Materials can also be deposited on behalf of, or sponsored by other individuals. (Note that depositing work

on behalf of a student will require additional permissions from the student in accordance with FERPA regulations.)

• Intellectual Property Rights

○ What do depositors agree to when contributing work?

- Cardinal Scholar's deposit agreements, guidelines, and principles ensure that you retain all your intellectual property rights when depositing your work.

Because the intellectual property issue raises legal considerations, Cardinal Scholar has developed the following documents to define the status of materials on deposit:

- *Author's Deposit Agreement*

- I hereby grant to Ball State University the non-exclusive right to retain, reproduce and distribute the deposited work in whole or in part. This agreement does not represent a transfer copyright to Ball State University.

Ball State University may make and keep multiple copies of the work for purposes of security, backup, preservation and access; and may migrate the work to any medium or format for the purpose of preservation and access.

I represent and warrant to Ball State University that the work is my original work. I also represent that the work does not, to the best of my knowledge, infringe or violate any rights of others. No Social Security numbers are included in the work and all use of human subjects in support of the work has been cleared by the Ball State University Institutional Review Board.

I further represent and warrant that I have obtained all necessary rights to permit Ball State University to reproduce and distribute the work and that any third-party owned content is clearly identified and acknowledged within the work.

By granting this license, I acknowledge that I have read and agreed to the terms of this agreement and all related Cardinal Scholar and Ball State University guidelines and policies.

Clicking on the "I Grant the License" button indicates your agreement to these terms.

- *Faculty On Behalf of a Student Agreement*
 - As a faculty member depositing items in Cardinal Scholar on behalf of a student author I represent that the student has authorized me to serve as their representative in all dealings with Cardinal Scholar. As the sponsor, I ensure that I have read all of the Cardinal Scholar documentation provided on this page. Furthermore, I have made sure that the student that I am representing understands the terms and conditions of these guidelines, including the language of the standard deposit license below and that they have granted me permission (in writing) to submit the content on their behalf. Permission to post the material has been obtained according to [FERPA](#) regulations using the [Student Work Permission Form](#), and that form has been deposited with the Ball State University Archives & Special Collections.

The standard deposit license states:

I hereby grant to Ball State University the non-exclusive right to retain, reproduce, transfer and distribute the deposited work in whole or in part worldwide in print and electronic format and in any media, including but not limited to audio or video.

This agreement does not represent a transfer of copyright to Ball State University.

I agree that Ball State University may make and keep multiple copies of the work and may transfer the work to any media or format for the purposes of security, back-up, preservation and access.

I represent and warrant to Ball State University that the work is my original work. I also represent that the work does not, to the best of my knowledge, infringe or violate any rights of others. No Social Security numbers are included in the work and all use of human subjects in support of the work has been cleared by the Ball State University Institutional Review Board.

I further represent and warrant that I have obtained all necessary rights to permit Ball State University to reproduce, transfer and distribute the work and that any third-party owned content is clearly identified and acknowledged within the work.

Faculty sponsorship of exemplary student work requires the permission of the student, to be obtained according to [FERPA](#) regulations using the [Student Work Permission Form](#).

By granting this license, I acknowledge that I have read and agreed to the terms of this agreement and all related Cardinal Scholar and Ball State University guidelines and policies, especially the specific deposit agreement that pertains to me as outlined on this page.

Ball State University will clearly identify your name(s) as the author(s) or owner(s) of the submission, and will not make any alteration, other than as allowed by this license, to your deposited work.

- *Submission Coordinator Agreement*
 - As a designated submission coordinator for material deposited in the Cardinal Scholar Institutional Repository by the Ball State University division indicated in the submission process, the division has authorized me to serve as their representative in all dealings with Cardinal Scholar. As the coordinator, I ensure that I have read all of the Cardinal Scholar documentation provided on this page. Furthermore, I have made sure that the administrators of the corporate body that I am representing understand the terms and conditions of those guidelines, including the language of the standard deposit license below and that they have granted me the authority to submit content on their behalf.

The standard deposit license states:

I hereby grant to Ball State University the non-exclusive right to retain, reproduce, transfer and distribute the deposited work in whole or in part worldwide in print and electronic format and in any media, including but not limited to audio or video.

This agreement does not represent a transfer of copyright to Ball State University.

I agree that Ball State University may make and keep multiple copies of the work and may transfer the work to any media or format for the purposes of security, backup, preservation and access.

I represent and warrant to Ball State University that the work is my original work. I also represent that the work does not, to the best of my knowledge, infringe or violate any rights of others. No Social Security numbers are included in the work and all use of human subjects in support of the work has been cleared by the Ball State University Institutional Review Board.

I further represent and warrant that I have obtained all necessary rights to permit Ball State University to reproduce, transfer and distribute the work and that any third-party owned content is clearly identified and acknowledged within the work.

Faculty sponsorship of exemplary student work requires the permission of the student, to be obtained according to [FERPA](#) regulations using the [Student Work Permission Form](#).

By granting this license, I acknowledge that I have read and agreed to the terms of this agreement and all related Cardinal Scholar and Ball State University guidelines and policies, especially the specific deposit agreement that pertains to me as outlined on the Deposit Agreements page.

Ball State University will clearly identify your name(s) as the author(s) or owner(s) of the submission, and will not make any alteration, other than as allowed by this license, to your deposited work.

- **What rights do I grant the University when I deposit my work in Cardinal Scholar?**
 - When you deposit your work you grant Cardinal Scholar the non-exclusive right to:
 - preserve, replicate, and distribute the work;
 - keep more than one copy of your work for purposes of security, backup, preservation, and access, and;
 - migrate your work to any medium or file format for the purpose of ensuring preservation and access;
 - share the descriptive information and abstract for the submission in a variety of settings to encourage access;
 - enhance descriptive information about the submission to support access.

- **The deposit agreement mentions "original work." What does that mean?**
 - Original works would include works for which you are the sole creator, annotated or illustrated versions of public domain works, collaborative

works (except in the case that you have granted rights, such as the right to distribute, to one of the other authors or a publisher, the rights are enjoyed equally and in full by all of the work's authors).

In the third and fourth paragraph of the Author's Deposit Agreement, you represent that you have the right to make the deposit and that you're not infringing on the rights of others by doing so. If you have questions copyright, citation, or intellectual property law, a number of resources exist on campus to assist you, including the [Copyright and Intellectual Property Office](#) located in Bracken Library.

You may wish to use the [SHERPA RoMEO](#) tool to verify publisher policies before depositing pre-print and post-print materials.

- **What rights do I retain?**
 - **You do not transfer your intellectual property rights to Ball State University when you deposit in Cardinal Scholar.** You retain those rights as the author. The rights you grant to Cardinal Scholar are non-exclusive, and your right to grant, assign, or retain the rights you enjoyed prior to deposit is not limited by your deposit. Some publishers ask that you grant exclusive rights to your work to them. Depending on the nature of the agreement that you reach with them, such an arrangement may preclude deposit of the work in Cardinal Scholar.

- **What if my publisher forbids preprint deposit?**
 - **The right to deposit a refereed post-print is a legal matter, because the copyright transfer agreement entered into with the publisher pertains to that text.** But the pre-refereed pre-print is deposited when no copyright transfer agreement exists and the author holds exclusive and full copyright to the work. Publisher policy which forbids **prior deposit of pre-prints in Cardinal Scholar is not a legal matter, but merely a journal policy** (just as it would be if the journal were to forbid the submission of articles by people who ate pickles on Sundays!). It would become a legal matter - but a contractual matter, not a copyright one - if the author were to sign a contract explicitly stating that the unrefereed pre-print had not been previously deposited in an open access archive. Obviously an author should strike such arbitrary stipulations out of any contract.

Cardinal Scholar makes no recommendations to authors regarding compliance with such policies, except to note that (1) **prior deposit of pre-prints in Cardinal Scholar is not a legal matter**, and (2) [the number of journals forbidding submission of articles that have previously been deposited in open access archives is rapidly diminishing](#) (Nature, for example, now accepts such submissions).

You may wish to use the [SHERPA RoMEO](#) tool to verify publisher policies before depositing pre-print and post-print materials.

We recommend that all authors submitting works for publication who also wish to have their work available in Cardinal Scholar attach the [SPARC Author Addendum](#), to their publication agreement. If this agreement is reached with a publisher retroactively, submission of post-print material published previously under different terms may also then be authorized.

• **Who Can Use Cardinal Scholar**

- **Who can search, browse, and download from Cardinal Scholar?**
 - Cardinal Scholar is intended to offer the widest possible exposure for your work, so the content that you deposit is available for search through engines such as Google and OAlster.
- **What conditions of use does Cardinal Scholar grant people for my deposit?**
 - As the author, you control the conditions of use for your work. Depositing your work in Cardinal Scholar does not affect your copyright, or any other rights you enjoyed as the author prior to deposit.
- **I just found some interesting work done by someone else in Cardinal Scholar and I am about to download it-what can I do with that work once I have it?**
 - Authors control the rights to their work. You are responsible for using the work appropriately. Just as you are responsible for using any other copyrighted material. Some uses may be provided for under sections 107, 108a or 108c of the Copyright Law, Title 17 of the United States Code ("Fair Use"). Other uses will require the permission of the author or the entity to whom the author has transferred copyright.

• **Depositing Your Work**

- **Why should I deposit my work in Cardinal Scholar?**
 - You should deposit your work in Cardinal Scholar in order to make it as visible and accessible as possible, and to increase the usage, impact, and citation of your work. Deposit maximizes the benefits to you and to Ball State University in terms of status, accolades, remuneration, and grant revenue.

For more information regarding the benefits of Open Access contribution and participation, visit the [Cardinal Scholar Institutional Repository and Open Access Resources Guide](#).

- **Why should I deposit the electronic records of my department, office, group, or organization in Cardinal Scholar?**
 - You should deposit electronic records produced by your department, office, group, or organization in Cardinal Scholar in order to document your department, office, group, or organization's work, activities, and accomplishments for use by other community members or future scholars. Just as the paper records of university departments, offices, groups, and organizations are transferred to the university archives for long-term preservation and provision of access, electronic records will be preserved in a similar environment electronically in Cardinal Scholar.

- **What descriptive information do I assign to the work at time of deposit?**
 - To make items searchable beyond simply the full text, depositors must provide specific types descriptive information. The nature and amount of descriptive information that is required is based upon the type of work being deposited

Considering that you know more about your work than anyone living. We encourage you to provide as much of the optional descriptive information as you are able. This will improve the performance of the search engines that others will likely use to discover your work.

- **Will the Libraries augment my deposit by adding additional metadata?**
 - As time permits the Libraries will do what it can to provide additional descriptive information. If you have any questions regarding appropriate assignment of descriptive information please contact us.
- **Does Cardinal Scholar assign any metadata automatically?**
 - At the time of deposit Cardinal Scholar automatically assigns
 - Deposit Date
 - Depositor's Name
 - A persistent URL
 - File Format
- **Can I deposit content in any format?**
 - Cardinal Scholar accepts all digital file formats. HTML files do present some serious challenges. If you wish to deposit HTML content, please contact us to determine the best way to do so.

Cardinal Scholar undertakes to preserve your deposit in the format in which it is originally delivered and, for some formats, will preserve the content, structure and functionality of the deposit through migration and other preservation strategies. Cardinal Scholar will provide backup, secure storage, fixity-checks, management, and periodic refreshment of the data.

Cardinal Scholar offers three levels of preservation support for specific file formats. The level of support is determined by the prevalence of the file format in the marketplace, whether the file format is proprietary or open-source, and the accessibility of software for emulation or migration. We will likely be able to provide full preservation support for additional file formats as new software tools and preservation strategies are developed.

- **How large a deposit can I make?**
 - Any size item can be deposited, though there are practical limitations. Depositing large files may require the assistance of the University Libraries. Contact us at libarchives@bsu.edu if you have trouble depositing large files.
- **Can I remove a deposit?**
 - Yes. Cases may arise when a deposit will need to be removed from view. Contact us at libarchives@bsu.edu so that we can come to agreement on how best to manage such cases.

The University Libraries foresees times when it may be necessary to remove items from Cardinal Scholar. This may be necessary if the item is deemed to be outside of the scope of the repository, if the item violates another person's intellectual property rights, if the item violates an individual's right to privacy, etc. Depositor's will be notified of the removal of any items, provided a rationale for removal, and offered an electronic copy of the item in question.

• **User Support Services**

- Ball State University Libraries provides technical support, responds to customer questions, and manages system monitoring, back-up, and recovery. Please direct inquiries to Archives & Special Collections at libarchives@bsu.edu or 765-285-5078.
 - **I'm trying to use Cardinal Scholar and am receiving system errors. To whom should I report this matter?**
 - If you are trying to search/browse/place a deposit in Cardinal Scholar and it is not responding, please contact libarchives@bsu.edu to report the outage.
 - **I'm trying to deposit my work in Cardinal Scholar, but even though I'm an authorized user and can log in I can't do so now. Who should I report this to?**
 - Please contact libarchives@bsu.edu to report the outage.

• Your Privacy in Cardinal Scholar

- Your privacy is important to us, and is protected by federal and state laws. Cardinal Scholar will adhere to all applicable laws and Ball State University policies in order to protect you from inappropriate use of your information.
 - **Does Cardinal Scholar store personally-identifiable information?**
 - No. While we do collect some information that can identify you as an individual user, we do not store it any longer than necessary for troubleshooting. Additionally, the Library purges use data on items viewed or downloaded from Cardinal Scholar. Note, however, that information you choose to save in the following areas is retained:
 - Information you store in your user profile; and
 - Information matching your name with the items you deposit.
 - Access to the above information is restricted to Library staff who need to use it in the normal course of Library business. This information is never used for commercial or marketing purposes and will never be revealed to any third party except by such process, order, or subpoena authorized by national, state, or local law.
 - **What must I do to ensure that work that I deposit does not violate the privacy of others?**
 - Work that you submit should be free of personal information about third parties, especially Social Security Numbers. Additionally, work submitted should adhere to the policies established by the [Ball State University Institutional Review Board](#) regarding the use of human subjects.

• Related Topics of Inquiry

- **What is the Open Archives Initiative (OAI)?**
 - [The Open Archives Initiative](#) (OAI) has designed a shared code for metadata tags (e.g., "date," "author," "title," "journal" etc.). The full-text documents may be in different formats and locations, but if they use the same metadata tags they become "interoperable" and all the documents can then be jointly searched and retrieved as if they were all in one global collection, accessible to everyone. For more information, see the [OAI FAQ](#).
- **What is OAI-compliance?**
 - [OAI-compliance](#) means that the system uses the OAI metadata tag standards. A document can be OAI-compliant and an Eprint archive can be OAI-compliant. All OAI-compliant documents in OAI-compliant archives are interoperable. This means distributed documents can be treated as if they were all in one place and one format.



REPRINT/PUBLICATION SUPPORT PROGRAM GUIDE

Program Description

Provides support for expenses associated with publication, reprints, and page charges. Work must have been accepted for publication or published in a refereed or other scholarly journal. *Funding is not applicable to publication development* (please refer to the [Publications and Intellectual Property Committee](#) for development support).

Eligibility

- Tenured and Tenure Track Faculty
- Contract Faculty-Full time contract appointment faculty members are eligible, but the award will be provisionally based on contract renewal.
- Burris and Indiana Academy Teaching Staff-Full time teaching faculty are eligible, but the award will be provisionally based on contract renewal.
- Professional Personnel-University professional personnel members with research-oriented duties are eligible, providing they define how their responsibilities relate to the proposed project.

Application Process

Applications must be submitted via email to the ASPIRE Grant Program at aspire@bsu.edu. There is no formal proposal required for this grant. Instead please submit the following:

- Application Cover Sheet for Publication Support (available [here](#)).
- A copy of the letter of acceptance from publisher
- A copy of the completed order form
- If available at time of submission, a copy of the publication should be also submitted (this serves as the final report)

Application Deadline

- The deadline for reprint/publication awards is the 15th of the month.
- Applications should be submitted the month prior to publication.

Funding Award Stipulations

- Each faculty member is allowed up to \$300 per publication
- The maximum amount is \$500 per author per fiscal year. In the case of multiple authors, only one award--up to \$300--will be granted per publication.
- Receipt of an ASPIRE Research or Creative Arts award does not affect eligibility of a Reprint / Publication award in the same fiscal year; however, grant recipients failing to submit acceptable final reports for any award will be declared ineligible for further support from ASPIRE programs.

Final Report/Grant Closeout

- There is no final report required for this grant program; instead please submit an electronic copy of the publication.
- Funding is transferred directly to a departmental account, not to the recipient.
- Funds not claimed within 90 days of publication date will revert back to the ASPIRE Program
- It is the award recipient's responsibility to file proper forms to claim grant funds. It is NOT the responsibility of the departmental clerical staff to see that grant funds are expended.

If you need further assistance with this process please contact ASPIRE at 765-285-1600 or aspire@bsu.edu