



CWRC / CSÉC

Terms and Conditions of Use Regarding the Canadian Writing Research Collaboratory (Version 0.6)

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Note: these Terms and Conditions will be developed further as circumstances require under the guidance of the CWRC Advisory Board.

These terms and conditions are in addition to those that apply to contributors of repository materials.

About CWRC

What is CWRC?

The Canadian Writing Research Collaboratory (CWRC) fosters collaboration among those studying writing in and about Canada and those who hold data collections. The CWRC community provides access to a number of related and interlinked sets of digital research materials, and provides an environment to assist researchers in putting their research materials online.

CWRC houses a collaborative collection of materials to which members of the CWRC community can contribute additions, corrections, and enhancements, so as to connect and share their research. Other collections within CWRC represent the efforts of scholars and individuals to build focused sets of materials that can be accessed and used on their own, or in conjunction with the other materials with which they interlink.

CWRC is committed to the principles of open access and allows access to its content wherever possible.

Who Can Join the CWRC Community?

There are different types of users of CWRC. Some members of the CWRC community are involved in the overall planning and administration of CWRC; some have donated data collections but allow the community to maintain those datasets; some have contributed data collections and continue to add to and maintain them through CWRC; and some members access data collection within CWRC without contributing their own data collections, but may add to other collections; others simply access the collection for their research or personal interest.

Anyone with permission may annotate existing materials to which they have read access. These annotations will be stored separately from the documents on which they comment, and do not modify the source materials. To contribute new materials or modify existing ones, you must

become a contributing user or a project member. More information about applying for membership as a project is available in CWRC's [Research Support Policies](#).

Regardless of the role each member has, she or he can also get involved by consulting the CWRC website and joining the [CWRC General mailing list](#) to learn of ways of being directly involved in the CWRC community to receive occasional announcements about CWRC. If you are an active user of the Collaboratory, please join the CWRC user forum. If you are interested in the possibility of donating an existing collection of materials or beginning a research project with CWRC, please contact cwrc@ualberta.ca or see our research project application form [here](#).

Participation in CWRC

CWRC is an open, participatory environment for literary research.

We welcome participation by

- the reading public and citizen scholars
- Individual member researchers, including emergent scholars
- members of projects

CWRC Terms of Service:

Responsibility for Content

You understand that all material, data and information, such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images (collectively, "Content") which you may have access to as part of, or through your use of, the Canadian Writing Research Collaboratory are the sole responsibility of the person or project from which such Content originated. This includes assertions that persons may make, expressly or impliedly, about the provenance and ownership of Content that they supply, upload, list and/or link to. You acknowledge that the Canadian Writing Research Collaboratory does not make any representations or warranties about the Content, including without limitation, about the accuracy, integrity or quality of the Content made available at the instigation of users of the Repository. You understand that by using the Repository, you may be exposed to Content that you find offensive, indecent or objectionable. Under no circumstances is the Canadian Writing Research Collaboratory liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted to, linked to or otherwise

accessible or made available via the Collaboratory.

Annotations of Materials by Members of the Public

Members of the public may annotate materials that are in the CWRC repository; however, each member is responsible for his or her own annotations and ensuring that they conform with the user conduct policies described below. Failure to comply with these user conduct policies may result in removal of access to the CWRC repository.

Annotations are not owned by members of the public and are subject to removal by project contributors or by other members of the Collaboratory. Contributing annotations to CWRC materials does not imply coauthorship of those materials: CWRC materials are licensed in a way that allows them to be shared and built upon by others but with attribution and for non-commercial use (see CWRC's Licensing Options for more information).

User Conduct Policies

Privacy

In order to access the CWRC repository, the Canadian Writing Research Collaboratory will need to gather information such as your name, email address, institutional affiliation, and so forth, so that you can sign on as a public user or request other membership types. This information will be retained solely for the purposes of classifying members and will not be provided to third parties unless that member has contributed this information as part of his or her public profile.

FOIP

CWRC adheres to the provincial Freedom of Information and Protection of Privacy (FOIP) legislation to ensure confidentiality. The FOIP Act provides those seeking information from public bodies with broader rights of access, while at the same time protecting the privacy of personal and confidential information.

All personal information collected will be accessed, used, and disclosed by CWRC in accordance with the Freedom of Information and Protection of Privacy Act.

For further information on FOIP in Post Secondary Institutions please see the Government of Alberta FOIP web site: http://www.gov.ab.ca/foip/faq/post_secondary.cfm

We encourage people to share their information and to network with one another within the Collaboratory; however, users can keep materials in their research collections or projects private as needed, using the Manage Access functionality. Members of a project can keep objects

private to members of that project alone. CWRC site administrators have access to all information and objects in the Collaboratory. Members of projects are able to see the records of each other's actions on objects within the collaboratory on the project home page, regardless of whether the objects are public or not.

We will use anonymized activity information to track people's use of the Collaboratory in order to improve it. Annotations and contributions to material within the Collaboratory are not anonymous, however.

Once an object is published, the workflow information associated with it can be visualized publicly through the credit visualization (CV) tool. CV identifies the individuals who contribute to an object or collection, shows the extent of their contributions proportional to others, and allows access to details of the contributions.

Your Agreement to the User Terms

1. Your acceptance:

These terms, together with any additional terms, form a binding legal agreement between the user and the Canadian Writing Research Collaboratory.

Your access or use of CWRC or any services of the Canadian Writing Research Collaboratory signifies that you have read, understand, and agree to be bound by the terms. By accessing or CWRC services and tools you also represent that you have the legal authority to accept the Terms on behalf of yourself and any party you represent. If you do not agree to the Terms, you are not authorized to access CWRC or any CWRC services.

Violation of any of these terms of use will result in removal from CWRC and cancellation of any CWRC membership.

By using and/or visiting this website (referred to collectively, including all content and functionality available through the CWRC.ca domain), you signify your agreement to these terms and conditions. If you do not agree with these terms and conditions, please do not use the CWRC website.

CWRC may, at any time, revise these terms and conditions. Your use of the CWRC website represents your acceptance of any such modifications.

2. CWRC Website:

The terms of service apply to all users of CWRC, whether members of the public or members of

our partner projects, of all permission levels.

The CWRC website may contain links to third-party websites that are not controlled by CWRC. CWRC assumes no responsibility for the practices, privacy policies, general policies, nor content of said websites. CWRC is not responsible for editing third-party websites. By using CWRC, you relieve CWRC from any liability arising from the use of third-party websites.

3. General use of the CWRC website:

Users may access the CWRC website and its repository in order to view and/or add materials in accordance with their permissions.

As a user, you agree not to alter any portion of the website and/or its contents beyond your permissions. You also agree not to use any unauthorized technologies to interfere with or extract portions of the website.

As a user, you may not use any portion of the website and its user-contributed content for any purpose beyond what is allowed in its included license.

Users agree to only use materials in CWRC for purposes stated not to profit monetarily from content housed in CWRC.

4. User Submissions and Conduct

The materials in the CWRC repository shall be legal:

Users agree not to:

1. Use CWRC to post, use or transmit content that they do not have the right to post or use: for example, under intellectual property, confidentiality, privacy or other applicable laws
2. Post or transmit any personally identifiable information about persons under 13 years of age.

The materials in CWRC shall be related to the aims of CWRC:

Users agree not to post, use or transmit unsolicited or unauthorized Content, including advertising or promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unsolicited or unwelcome solicitation or advertising.

Materials posted to the CWRC repository shall not be damaging or harmful

1. Users agree not to post, use or transmit content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise interfere with or disrupt the Repository or servers or networks connected to the Repository, or that disobeys any requirements, procedures, policies or regulations of networks connected to the Repository;

2. Users agree not to post or transmit content that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false and misleading, incites an illegal act, or is otherwise in breach of your obligations to any person or contrary to any applicable laws and regulations.

Participants in the CWRC community, in any role, shall foster respect for one another:

Users agree not to:

1. Intimidate or harass another;
2. Use or attempt to use another's account, service, or personal information;
3. Impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

Those using the repository shall respect its security features and/or any access restrictions:

Users agree not to:

1. Remove, circumvent, disable, damage or otherwise interfere with any security-related features that enforce limitations on the use of the Repository;
2. Attempt to gain unauthorized access to the Repository, other accounts, computer systems or networks connected to the Repository, through hacking password mining or any other means or interfere or attempt to interfere with the proper working of the Repository or any activities conducted through it;
3. Use any means to bypass or ignore any measures we use to restrict access or use of the Repository;

In addition, you may not (and may not authorize another party to): (i) frame or otherwise co-brand CWRC (for example, by displaying a name, logo, trademark or other means of attribution of a third party that is reasonably likely to give the user the impression that that third party has the right to display, publish or distribute the material); or, (ii) use CWRC in any manner that could disable, overburden, damage or impair it, or interfere with any other party's use and enjoyment of CWRC.

Content submitted to the CWRC website may be removed at the discretion of CWRC administrators. Content may be removed if it is deemed to be inappropriate by members of the CWRC community.

5. CWRC Accounts

In order to add materials and/or make changes to existing materials, users must create an account. Users are solely responsible for all activity that occurs on their accounts. By registering, you agree to contact CWRC administrators immediately should any breaches of security or unauthorized account use occur.

CWRC will not be liable for users' losses caused by unauthorized use of their account, however,

users may be liable for any losses incurred by CWRC due to unauthorized use.

CWRC reserves the right to terminate a user's account if s/he repeatedly includes content that has been deemed inappropriate.

CWRC reserves the right to terminate a user's account and block her/his access the CWRC if s/he violates these terms of use.

6. Copyright

Users agree to respect the copyright status of all items in the repository and on the website.

Users agree to follow "fair dealing" guidelines in relation to all CWRC activity.

Fair Dealing

Under the fair dealing provisions of sections 29, 29.1 and 29.2 of the Copyright Act, copying for the purposes of research, private study, education, parody, satire, criticism, review or news reporting does not infringe copyright. These provisions are technologically neutral. The Supreme Court of Canada in the case of *CCH Canadian Ltd. v. Law Society of Upper Canada*, 2004 SCC 13 has given "research" a large and liberal interpretation to ensure that users' rights are not unduly constrained. "Research" includes commercial, non-commercial and private research. The Supreme Court found that fair dealing is a matter of "impression." The application of fair dealing is therefore not clearly defined.

The following six factors were cited by the Court to help in determining whether a particular dealing is "fair":

1. The purpose of the dealing - The purpose of the dealing will be fair if the copying is for one of the allowable purposes, namely research, private study, criticism review or news reporting. These allowable purposes should not be given a restrictive interpretation. What is required is an objective assessment of the real purpose in copying the work.
2. The character of the dealing - If multiple copies are being widely distributed, this will tend to be unfair. If a single copy is used for a specified legitimate purpose, then it is easier to conclude that it is a fair dealing. It may be relevant to consider the custom or practice in a particular trade or industry to determine whether or not the character of the dealing is fair.
3. The amount of the dealing - If the amount copied from the work is trivial, it is more likely to be considered fair. However, it may be possible to deal fairly with a whole of certain types of works. For example, there may be no other way to criticize or review a

photograph or research a journal article unless the whole work is copied.

4. The nature of the work - It is more likely to be “fair” to copy a published work as opposed to an unpublished or confidential work.

5. Available alternatives to the dealing - If there is a non-copyright equivalent to the work that could have been used instead of the copyright work, this may weigh against a finding of fairness.

6. The effect of the dealing on the work - If the copied work is likely to compete with the market for the original work, this may suggest that the dealing is not fair.

Membership Types:

Public Users

Members of the public may apply to be a CWRC public user simply by creating a username and password on cwrc.ca.

Public users may access CWRC content and will in future contribute annotations to existing material. However, in order to be able to add material or make changes to existing material, public users must be approved for contributing membership within the collaboratory.

Individual Scholar Memberships

Collaboratory Member

This membership category is for researchers, graduate students and professionals (world-wide, in any discipline) who are engaged in research on and about Canada and would like to formalize their relationship with CWRC and/or contribute to the Collaboratory. “Member Scholars” engage in various activities in support of CWRC’s mission to foster the creation and sharing of online research materials related to the study of writing in and about Canada. These include the creation, contribution, editing, annotating, correcting and evaluation of materials within the CWRC repository. The member is given an account for the CWRC repository, which allows for these activities to be undertaken by and credited to the member.

CWRC Memberships are open-ended, but must be renewed every three years. Material contributed by members will persist past the point of an expired membership.

Membership application process:

To request membership in CWRC as a Collaboratory Member, please create an account in the Collaboratory at <http://beta.cwrc.ca>, and then send an email to cwrc@ualberta.ca with the following information:

Full name:

Email address:

Position:

Affiliation (if any):

Brief statement of your interest in CWRC (up to 500 words), including your research interests and background, especially as related to CWRC, which will form part of your personal profile:

Membership requests will be responded to within 48 hours (with possible longer times during holidays). People with pending memberships are able to view content and contribute as public users in the interim.

General CWRC group for news and events: join [here](#).

Online forum on using the collaboratory: join [here](#).

Membership will be adjudicated by members of the CWRC Research Board.

Emergent Scholar

The CWRC Emergent Scholars group is dedicated to promoting the professionalization, mentoring, and digital research project development of graduate students, postdoctoral fellows, recently appointed faculty members, and scholars in contingent positions, and to incorporating the expertise of this generation of scholars in the development of the Collaboratory.

Emergent scholars may also belong to another membership category. The Emergent Scholars group defines its own categories of membership in relation to its activities, in consultation with the research board:

Affiliate Members:

As an Affiliate Member you will have your information posted on our site, and you will have access to our discussion groups, helpful tips and suggestions, and CWRC-ES blog.

Active Members:

As an Active Member you will have your information and current project description posted on our site. You will have the opportunity to receive constructive commentary on your project from

senior scholars in your field as well as from digital humanists and your Emergent Scholar peers. You will have access to our discussion group, helpful tips and suggestions, and the CWRC-ES blog. You may also consider writing for the blog periodically.

Contributing Members:

As a Contributing Member you will have your information, as well as your current project descriptions, posted on our site. You will have the opportunity to receive constructive commentary on your project from senior scholars in your field as well as from digital humanists and your Emergent Scholar peers. You will also sign up to periodically test-run new digital tools, and you may contribute to writing for the blog or facilitating a discussion thread. You will receive especial notation on the site as a Contributing Member given your higher level of commitment and collaboration.

To request membership in this group, please specify this when filling out the brief statement of your interest in CWRC, if applying as a Collaboratory Member or CWRC Scholar. You can also apply directly to the Emergent Scholars group by using the online form on the CWRC website: <http://www.cwrc.ca/emergent-scholars-group/types-of-membership/>

CWRC Affiliate Scholar

CWRC Affiliate Scholars are members of the CWRC project who are playing an active role in relation to the development of the Collaboratory itself, whether that involves participating in an early pilot or seed project, actively contributing to the development of the platform through involvement in various user and policy groups, teaching workshops or delivering papers on CWRC, or fostering the research community and scholarly dialogue to which CWRC is dedicated. In other words, affiliate scholar involvement goes beyond that of regular user of the Collaboratory.

CWRC Scholars hold active positions in support of CWRC's mission, such as chairing conference events, teaching workshops, editing journals related to the project, serving on CWRC committees, mentoring Collaboratory Members and visitors to CWRC, and other activities as negotiated with the Director. CWRC Scholars will complete an annual report of their activities. CWRC Scholars serve as advocates and trainers with CWRC and engage in research and publishing projects under the auspices of CWRC. These individuals receive access to CWRC facilities and staff in support of CWRC-related activities.

CWRC Scholars serve as advocates for CWRC activities world-wide within their particular research community. CWRC scholar memberships last for three years and may be renewed indefinitely.

Application for CWRC Scholar status:

Information as above for Collaboratory membership plus:

Please explain how you would like to be involved with CWRC as a CWRC Scholar, drawing on the description of CWRC Scholar membership above (max. 500 words). Some of our current activities and opportunities for involvement are advertised at <http://www.cwrc.ca>. Possible activities include chairing or participating in CWRC committee and group work, sustained involvement in development activities including user testing and evaluation processes, volunteering/chairing/presenting at conferences, reviewing conference abstracts, mentoring emergent scholars, and other forms of active involvement in the work of developing the Collaboratory.

The approval process for CWRC Scholar membership is similar to the process for the Collaboratory Member membership. Submit the requested information to cwrc@ualberta.ca, and a staff member will notify you of the status of your request within 48 hours (with sometimes longer response times during weekends and holidays).

CWRC Member Projects

Team or individual researchers may apply for Project status for a collection. We urge applicants to discuss their ideas informally with at least one member of the Research Board before filling in [the form for proposals](#).

Who built CWRC?

CWRC is funded by the Leading Edge Fund of the Canada Foundation for Innovation (CFI), the provinces of Alberta, British Columbia, and Ontario, and the University of Alberta, the University of Guelph, and Simon Fraser University. Its content was and continues to be developed by various researchers at the University of Alberta, the University of Guelph, Simon Fraser University, and other institutions across and beyond Canada. The University of Alberta library has committed to ensuring the long-term preservation of the scholarly materials in CWRC.

For fuller information see [About CWRC](#).

User and technical support for the CWRC platform?

Report a bug here.

Search past messages or join the CWRC User Group here.

For partner tools such as [Voyant Tools](#), please see the documentation of the source tool.

Please consult the in-site documentation and the [FAQ](#), which is growing all the time, before requesting assistance directly.

Support for the CWRC repository and core tools in the CWRC platform is provided by the core CWRC personnel located in Edmonton and Guelph. We do our best to support the site, but our resources are limited, so we may not always be able to respond to requests for information.