

Copyright Policy

Last Modified: November 15, 2016

REPORTING CLAIMS OF COPYRIGHT INFRINGEMENT

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this site (the "**Platform**") infringe your copyright, you may request removal of those materials (or access to them) from the Platform by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- your physical or electronic signature;
- identification of the copyrighted work that you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works;
- identification of the material that you believe to be infringing your rights in a sufficiently precise manner to allow us to locate that material;
- adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, your email address).
- a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in the written notice is accurate;
- a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Tracy Lee Walden

1414 Massachusetts Ave., Cambridge, MA. 02138

617 496 8515

tracy_walden@harvard.edu

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly and materially misrepresent that material or activity on the Platform is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

COUNTER-NOTIFICATION PROCEDURES

If you believe that material that you posted on the Platform was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "**Counter-Notice**") by

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submitting written notification to our copyright agent (identified below). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- your physical or electronic signature;
- an identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
- adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, your email address);
- a statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- a statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside of the United States, for any judicial district in which the Platform may be found) and that you will accept service from the person (or an agent of that person) who provided the Platform with the complaint at issue.

Completed Counter-Notices should be sent to:

Tracy Lee Walden

1414 Massachusetts Ave., Cambridge, MA. 02138

617 496 8515

tracy_walden@harvard.edu

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially and misrepresent that material or activity on the Platform was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

REPEAT INFRINGERS

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

Contributor Agreement

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This agreement (the “**Agreement**”) is between SHARIAsource, an initiative of the Program in Islamic Law at Harvard Law School, Cambridge, MA 02138 (“SHARIAsource” or “PIL: SHARIAsource”), and the Content Contributor (“Contributor”). The parties agree as follows:

MATERIAL. This Agreement concerns the contributed material (“**Material**”), defined as either (i) creative content developed or created by Contributor and provided by Contributor for use by SHARIAsource (“**Creative Material**”), or (ii) content collected and provided by Contributor for use by SHARIAsource (“**Third-Party Material**”). The Material includes, by way of example and without limitation, any and all text, visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, and arrangement and coordination of such elements incorporated in or developed in connection with the Material.

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CONTENT STANDARDS. All Material must comply with SHARIASource’s Content Standards, as outlined in the Terms of Use above as well as the SHARIASource Editor Handbook, Contributor Handbook, and Style Guide (collectively, “**Content Handbooks**”). SHARIASource reserves the right to review and monitor all Material uploaded on the Platform.

AUTHORSHIP RIGHTS IN CREATIVE MATERIAL. Contributor shall retain authorship rights in any and all Creative Material he or she contributes, subject to the rights granted to SHARIASource.

LICENSE. SHARIASource does not claim any ownership in the Material provided to it and used on the SHARIASource platform (the “**Platform**”). In accordance with this Agreement, Contributor grants SHARIASource a non-exclusive, irrevocable, worldwide, royalty-free license to incorporate any and all Creative Material on the Platform and all associated educational, advertising, marketing, publicity, promotional, web, and other related materials in any and all media now known or hereafter devised and to reproduce, translate into other languages, and distribute the Material on the Platform in perpetuity. Contributor will not grant any licenses to SHARIASource concerning Third-Party Material.

CREATIVE COMMONS. Contributor authorizes SHARIASource to make the Creative Material available under a Creative Commons Attribution-NonCommercial (CC BY-NC) 4.0 International License. For more information on the Creative Commons licenses, please visit <https://creativecommons.org/licenses/>.

WARRANTY. Contributor represents and warrants that: (i) Contributor has the legal right and authority to enter into this Agreement and perform its obligations under this Agreement; and (ii) the performance of Contributor’s obligations and the Material provided hereunder will not violate any applicable laws or regulations or cause a breach of any agreements with any third parties.

- For Creative Material, Contributor represents and warrants that (a) Contributor is the sole creator of or otherwise has the unrestricted right to license the Creative Material; and (b) that the use, assignment and sublicensing of the Material and any other materials or services provided to SHARIASource as contemplated herein will not violate or infringe upon any rights of any nature whatsoever of any other party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights.
- For Third-Party Materials, Contributor represents and warrants that (a) Contributor has made a good faith inquiry into the applicable laws, including without limitation foreign intellectual property laws, governing use of the Third-Party Material, and has an unrestricted right to provide the Third-Party Material to SHARIASource for use in the Platform; and (b) that the use of the Third-Party Material and any other materials or services provided to SHARIASource as contemplated herein will not violate or infringe upon any rights of any nature whatsoever of any other party, including without limitation, privacy rights, publicity rights, copyrights, trademark, and/or other intellectual property rights.

Contributor further represents and warrants that SHARIASource need not obtain any additional permissions and/or make any additional payments other than as set forth in this Agreement in order to use the Material in the manner contemplated herein, including but not limited to permissions from and/or payments to book publishers, unions, and/or Contributor’s organizations.

VIOLATION OF PROVISIONS. Violation of any of the provisions of the Agreement may, at SHARIASource’s sole discretion, result in termination of Contributor’s account and/or restriction of Contributor’s access to the SHARIASource Platform and/or its services.

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REMOVAL OF MATERIAL. SHARIAsource reserves the right to remove any Material from the Platform or take any action with respect to any Material that it deems necessary at its sole discretion. These reasons can include, without limitation, violation of this Agreement or the SHARIAsource Terms of Use; infringement of any intellectual property right or other right of any person or entity, including foreign intellectual property rights; threat to the personal safety of users of the Platform or the public; or creation of liability for SHARIAsource. Material removed from the Platform may continue to be stored by SHARIAsource including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. SHARIAsource will not be liable to Contributor for any modification, suspension, or discontinuation of the Platform or its services, or the loss of any Material.

INDEMNIFICATION. Contributor shall indemnify, defend, save, and hold harmless SHARIAsource; SHARIAsource's successors, assigns, and licensees; and SHARIAsource's respective officers, directors, agents, and employees, from and against any and all claims, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees), arising out of or in any way connected with the Material, the use of the Materials in the Platform, or otherwise relating to this Agreement.

TERRITORY. The rights granted under this Agreement shall be granted worldwide in all languages.

TRANSFER OF RIGHTS. This Agreement shall be binding on any successors and assigns of the parties in perpetuity.

INTEGRATION. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except in writing signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

MODIFICATION. SHARIAsource reserves the right to modify the provisions of this agreement. Contributor will be notified of any changes to this Agreement and will have the opportunity to terminate the Agreement. Termination will not result in removal of any Material provide by Contributor, unless the Material violates the provisions of the Agreement.

NO WAIVER. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

GOVERNING LAW AND VENUE. The parties agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts to be wholly performed therein, and any action based on, relating to, or alleging a breach of this Agreement must be brought in a state for federal court in Suffolk County or Middlesex County, Massachusetts. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.