ISSDA LICENCE AGREEMENT

# The Licence Agreement is the legal agreement for depositing standard End User Licence data into the ISSDA.

This Agreement is made between the ISSDA and the Depositor (as defined below).

The ISSDA acquires, preserves and disseminates data collections.

The Depositor owns the data collection as described below and wishes to license these materials to the ISSDA.

This is a non-exclusive licence which ensures that copyright in the original data is not transferred by this Agreement and provides other safeguards for the Depositor, such as, requesting acknowledgement in any publications arising from future research using the data. It permits use of the Data Collection for the Purpose specified in Part C. Access to the Data Collection will only be available to approved applicants who have agreed to abide by the licence conditions.

**PLEASE READ ALL OF THE TERMS OF THIS AGREEMENT AND IF YOU ACCEPT THE TERMS PLEASE COMPLETE THE DETAILS BELOW.**

**PLEASE RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.**

##### Part A: Depositor Signature

**Depositor**

Institution/Organisation

Address

Email

Telephone

Fax

##### Part B: Copyright

**Should the Depositor neglect to select a category, then the first category shall be deemed the operative one.**

The Depositor warrants and represents that they are (please select one):

[ ]  the owner of the copyright and associated intellectual property rights in the whole Data Collection or is otherwise lawfully entitled to grant this licence;

[ ]  the joint owner of the copyright and associated intellectual property rights in the whole Data Collection and authorised to grant this licence on behalf of each and every joint owner whose full names and addresses appear in Schedule A;

[ ]  not the owner of the copyright and associated intellectual property rights in the whole Data Collection but are authorised to grant this licence on behalf of each and every owner whose full names and addresses appear in Schedule A (this includes institutional or organisational copyright holders).

##### Part C: Access Conditions

**Should the Depositor neglect to select a category, then the first category shall be deemed the**

**operative one.**

The Depositor licences the Data Collection to the ISSDA for (please select one or more categories):

[ ]  Research Purposes

[ ]  Teaching Purposes

##### Part D: Acceptance of Terms and Conditions

I have completed the details in parts (A), (B) and (C) above and I have read all the terms and conditions of this Agreement and [\*I accept the same/I accept the same for and on behalf of the Depositor] (\**delete as* *appropriate)*

Signed

Print

Name

Position

Department/Section

Date

**Schedule A:**

**Names and addresses of copyright holders other than the Depositor (this includes institutional or organisational copyright holders).**

1. Name

Address

2. Name

Address

Country

3. Name

Address

### **1 Licence Terms and Conditions**

#### Definitions and Interpretation

In this Agreement the following words have the following meanings:

|  |  |
| --- | --- |
| **Word / Phrase** | **Meaning** |
| Approved Applicants  | Individuals approved by the ISSDA to use the DataCollection |
| Data Collection | The material to be provided by the Depositor under the title in the Data Collection Deposit Forms under the terms and conditions of this Agreement. The terms “dataset” or “study” may be used in some Archive documentation to mean Data Collection |
| Depositor | The person or persons set out in page 2 of thisAgreement |
| Research Purposes | Use of the Data Collection for research purposes (not for Commercial Purposes) |
| Teaching Purposes | Use of the Data Collection for educational purposes (not for Commercial Purposes) |

### **2 Licence**

2.1 The Depositor hereby grants a worldwide, royalty-free licence of the Data Collection

to the ISSDA for the following purposes, without limitation, to:

2.1.1 distribute copies of the Data Collection to approved applicants in a variety of

media formats;

2.1.2 promote and advertise the Data Collection in any publicity (in any form) for

the ISSDA;

2.1.3 catalogue, enhance, validate and document the Data Collection;

2.1.4 to store, translate, copy or re-format the Data Collection in any way to ensure

its future preservation and accessibility;

2.1.5 incorporate metadata or documentation in the Data Collection into public

access catalogues for the Data Collections;

### **3 Depositor's Rights and Undertaking**

3.1 The Depositor is free to use or publish the Data Collection elsewhere.

3.2 The Depositor hereby warrants and undertakes as follows:

3.2.1 that it is entitled to grant the rights contained in this Agreement to the

ISSDA to the best of its knowledge and belief and the exercise by the

ISSDA of the rights assigned to it under this Agreement will not infringe

the rights of any third party;

3.2.2 that the Data Collection does not and will not contravene any laws as in

force from time to time, including but not limited to the law relating to

defamation, or obscenity;

3.2.3 that the Data Collection was created or executed in compliance with the Data Protection Acts 1988-2003 and its amendments;

3.2.4 that the Depositor has taken its best efforts to anonymise the Data Collection and to ensure that there is no disclosure risk;

3.2.5 that the Depositor is not under any obligation or restriction created by law,

contract or otherwise which would in any manner or to any extent prevent or

restrict the Depositor from entering into and fully performing this Agreement;

3.2.6 to promptly notify the ISSDA of any change of copyright ownership

affecting the Data Collection;

3.2.7 to promptly notify the ISSDA should the copyright owner’s organisation cease to exist or change;

3.2.8 to promptly notify the ISSDA of any confidentiality, privacy or data

protection issues pertaining to the Data Collection;

3.2.9 to supply to the ISSDA the required form of bibliographic citation recommended by the depositor for acknowledgement purposes in any publication that employs resources provided by the ISSDA.

3.3 The Depositor hereby indemnifies and will keep indemnified the ISSDA and its

employees and appointed agents against all damages, losses, claims, costs and

expense for which they become legally liable to the extent that this shall arise out of

any negligent act or omission or breach of this Agreement committed by or on behalf of

the Depositor. This indemnity shall survive the termination of this Agreement for any

reason.

### **4 The ISSDA’s Rights and Responsibilities**

4.1 The ISSDA shall:

4.1.1 permit Approved Applicants and those referred to in Section 4 of the EUL to access and use the Data Collection, or any part of it;

4.1.2 ensure the following undertakings are given by applicants and others listed in Appendix 1 of the EUL about the use of the Data Collection:

#### (a) Purpose

Use the material only for the purposes as specified in Part C by the Depositor.

#### (b) Confidentiality

1. Not to use the data to attempt to obtain or derive information relating specifically to an identifiable individual or household.
2. To be aware at all times of the risk of inadvertently disclosing information which might result in the identification of an individual. Use of the data and production of all analysis and output should be sensitive to this risk.

#### (c) Security

The ISSDA shall ensure that the means of access to the data (such as passwords) are kept secure and not disclosed to a third party except by special written permission or licence obtained from the ISSDA.

####  (d) Acknowledgement

The ISSDA shall acknowledge, in any work based in whole or part on resources provided by the ISSDA, the original data creators, depositors or copyright holders and the ISSDA and to declare, in any such work, that those who carried out the original analysis and collection of the data bear no responsibility for the further analysis or interpretation of it.

#### (e) Intellectual Property

The ISSDA shall ensure that intellectual property is not transferred from the data collection funders, service funder(s), the data service providers, the original data creators, producers, depositors, copyright or other right holders to the user.

#### (f) Errors

The user shall notify the ISSDA of any errors discovered in the data or accompanying documentation.

#### (g) Reporting Data Collection Statistics

The ISSDA may submit details of the user’s research for statistical purposes, as outlined in Section 3 of EUL, to the data depositors and copyright and other intellectual property rights owners.

#### (h) Breach

The ISSDA shall ensure that should a user breach any of the provisions of this Agreement the ISSDA will terminate immediately access to all of its services either permanently or temporarily, and may also take legal action against the user. The ISSDA will also inform the data depositor in the event of a breach.

4.2 While reasonable care will be taken to preserve the physical integrity of the Data

Collection, the ISSDA shall incur no liability, either express or implicit, for the Data

Collection or for the loss of or damage to any of the Data Collection.

4.3 Should the copyright owner’s organisation cease to exist and where there being no successor, then ISSDA reserves the right to request the copyright to be transferred to the ISSDA.