

**ISSDA Deposit Licence Agreement for Restricted Access - Non-Personal Datasets**

This form should be completed by the Depositor and returned to ISSDA via email to issda@ucd.ie, together with the **ISSDA Data Deposit Form**.

**Section 1: Deposit Agreement**

**This deposit agreement relates to the following digital data, associated metadata and related documentation (hereinafter collectively referred to as “Dataset”):**

|  |  |
| --- | --- |
| Dataset Title |  |
| Deposit date |  |
| Study number (assigned by ISSDA) |  |

**Depositor: The organisation or person who is entitled to transfer and manage the Dataset, hereinafter referred to as “Depositor”.**

|  |  |
| --- | --- |
| Organisation  |  |
| Represented by |  |
| Address |  |
| Email |  |
| Telephone |  |

**Archive: The organisation that is entitled to archive and manage the Dataset, hereinafter referred to as “ISSDA”.**

|  |  |
| --- | --- |
| Organisation | University College Dublin, National University of Ireland, Dublin via the Irish Social Science Data Archive (ISSDA) |
| Represented by | ISSDA Director or nominee |
| Address | UCD Library, James Joyce Library,University College Dublin,Belfield,Dublin 4,Ireland. |
| Telephone | +353 (0)1 7167591 |
| Email | issda@ucd.ie |

**Contact details of Depositor’s notice party to be disclosed to the Requester.**

|  |  |
| --- | --- |
| Name and Position  |  |
| Address |  |
| Telephone |  |
| Email |  |

*Considering that:*

1. The objective of ISSDA is to make research files permanently and digitally available through its digital archival system to researchers (the “**Archive”**).Research files are made available to third parties via the Archive in accordance with one or more access categories agreed with the Depositor. If “Restricted Access” is applied, research files are made available to third parties subject to conditions. If “Open Access” is applied, the research files are placed in the public domain and made available to third parties without any restriction.
2. ISSDA will only include and publish research files in its Archive if this can be done in a responsible manner.
3. Access to research files deposited in the Archive can be requested by our Designated Community. ISSDA’s Designated Community consists of higher education institutions (HEIs) and research-performing organisations (RPOs) across multiple sectors and jurisdictions with broad relevance to the Social Sciences and Public Health. Access to research files is for the purposes of conducting research. An application for access to the research files can be made by researchers in the Designated Community (“**End Users**”).
4. The Depositor wishes to make use of the possibilities for digital archiving and accessibility of the deposited Dataset offered by ISSDA. The Depositor wishes for the Dataset to be Restricted Access.

*agree as follows:*

1. **Deposit agreement**
	1. The Depositor will grant ISSDA a worldwide, perpetual, royalty free, transferable, sublicensable and non-exclusive licence to the Dataset.
	2. The Depositor grants ISSDA the right to include the Dataset in its Archive.
	3. ISSDA may migrate the contents of the Dataset to a suitable format of its choice to best serve the needs of the End Users. The content of the Dataset will not be altered.
	4. Subject to the terms of this Deposit Licence Agreement, ISSDA will receive the right to sub-licence the Dataset, or substantial parts of it, to End Users on a non-exclusive, non-transferable and non-sublicensable basis, by means of electronic distribution. In addition, ISSDA will have the right to make a copy of the Dataset, whether or not on behalf of End Users, or allow End Users to download a copy.
	5. The licence granted by the Depositor under clause 1.1 will be granted free of charge. Any sub-licence granted by ISSDA under clause 1.3 shall be granted free of charge.
2. **Depositor**
	1. The Depositor represents and warrants that it is the sole owner of the intellectual property rights to the Dataset pursuant to, but not limited to the Copyright and Other Intellectual Property Law Provisions Act 2019 and other relevant legislation, and/or, to the extent the Depositor is not owner or the sole owner, the Depositor represents and warrants that it has all necessary consents and permissions of the titleholder(s) or co titleholder(s) to grant a licence to the Dataset under this Deposit Agreement.
	2. The Depositor confirms that the Dataset has been collected in compliance with all applicable law and applicable standards of good research and scientific practice. The Depositor warrants that neither the deposit of the Dataset in the Archive or the onward transmission to End Users will infringe any applicable law including export control laws.
	3. The Depositor is responsible for ensuring the category selected that is appropriate to the Dataset deposited with ISSDA. The Depositor has identified the Dataset as being subject to Restricted Access and containing non-personal data. The Depositor acknowledges that ISSDA shall bear no responsibility for any loss caused where the category selected by the Depositor is subsequently found to be unsuitable.
3. **Archive**
	1. ISSDA will, to the best of its ability and resources, permanently archive the Dataset, preserving its readability and accessibility.
	2. ISSDA will archive the Dataset unaltered and in its original software format as far as possible, taking into account the technological state of the art and the cost of implementation. ISSDA will have the right to change the design and/or functionality of the format of the Dataset in so far as it is necessary to ensure the digital preservation, distribution, or reusability of the Dataset. The content of the Dataset will not be altered.
	3. All or part of the Dataset files will be made available to End Users in accordance with Clause 7.
4. **Dataset**
	1. The Dataset will consist of all the files transferred by the Depositor and the metadata provided by the Depositor as described in Section 1. Metadata is understood to mean the contents of all fields that must be completed in the archival system at the time of deposit in order to describe the Dataset.
	2. The Depositor warrants that the Dataset corresponds to the metadata provided by the Depositor in the Data Deposit Form.
	3. The Depositor will provide the files in a preferred format, as defined on ISSDA’s File Format Policy at the time of deposit. In the event that a format is not defined as a preferred format, the Depositor will contact ISSDA before delivery. A different file format may only be supplied with the written consent of ISSDA.
	4. The Depositor will provide documentation with the Dataset that explains its creation, contents and any specific values (such as codes, characters and abbreviations), its structure (such as folder structures and relationships between files) and its actual use (such as that of software) to third parties (“**Related Documentation**”). The Depositor acknowledges that the Related Documentation described in Section 1 and shared by the Depositor shall be available to Researchers via ISSDA’s website without restriction.
	5. ISSDA will make the metadata associated with the Dataset freely available.
	6. The metadata associated with the Dataset will be included in ISSDA’s databases and publications and will be accessible to everyone.
	7. The Depositor will make the Dataset available to ISSDA in a manner and through a medium that ISSDA deems suitable.
5. **Non-Personal Data**
	1. The Depositor has identified the Dataset as not containing personal data. The Depositor warrants that the metadata and file names shall not contain any personal data. Only bibliographical data which exclusively refer to personal data that are necessary for the accountability of the Dataset, such as its creator, rights holders and citations (hereinafter: “**Bibliographical Data**”) are allowed. It is explicitly forbidden to include directly or indirectly identifying personal data in the deposited Dataset, the metadata and file names.
	2. The Depositor represents and warrants that the Dataset does not contain any personal data (as defined by Article 4 of the General Data Protection Regulation 2016/679 (“**GDPR**”)).
	3. If it transpires that the Dataset contains personal data as defined by Article 4 of the GDPR, It is agreed that the Depositor will remain the controller of the Dataset within the meaning of the GDPR and ISSDA will be a processor within the meaning of the GDPR.
6. **Removing the Dataset and/or changing its accessibility**
	1. The Depositor may submit a reasoned request to ISSDA to make the Dataset temporarily or permanently unavailable to End Users or to remove it entirely or partly from the archival system. ISSDA will assess the request in view of its objective. ISSDA will assess the request with due observance of the GDPR.
	2. If there are compelling reasons to do so, ISSDA has the right to remove the Dataset, or part of it, from ISSDA, or to limit or exclude access to it temporarily or permanently. In such cases, ISSDA will reasonably inform the Depositor.
7. **Availability to third parties**
	1. ISSDA will make the Dataset, or parts of them, available to End Users who have submitted the Data Request Form and with whom they have agreed the End User Licence for Non-Personal Data (see Appendix 2) . The Depositor acknowledges the terms of the End User Licence (the “**Licence**”) and agrees that ISSDA may make the Dataset available in accordance with this Licence. To the extent that the Depositor wishes to impose special conditions on access to the Dataset, the Depositor must identify such conditions at Appendix 1 at the time the Dataset is made available to ISSDA and these Special Conditions shall be implemented by ISSDA.

* 1. If the End User is not a member of the Designated Community or, if an End User wishes to use the Dataset for commercial use, ISSDA will forward any such requests to the Depositor. The Depositor shall have sole discretion to grant a licence for commercial purposes and ISSDA shall not be a party to any subsequent agreement between the Depositor and the End User for such purposes.
	2. The Depositor will ensure the availability of a stable email address and check it regularly so that permission requests can be processed within a reasonable period of time.
	3. Notwithstanding the above, ISSDA may make the Dataset or substantial parts of it available to third parties:
1. if ISSDA is obliged to do so by virtue of laws and regulations, a judicial decision, or by a supervisory body;
2. if this is necessary for preserving the Dataset or the archival system;
3. if ISSDA ceases to exist and/or terminates its activities in the field of data archiving, or transfers its activities to a similar institution in compliance with Article 8.
4. **Using Datasets**
	1. End Users to whom a Dataset is made available shall be obliged to include in their research results an unambiguous acknowledgement of the source, as specified in the Licence.
	2. In the event that ISSDA becomes aware that an End User is in violation of a Licence, ISSDA will contact the Depositor and the End User will be excluded from further use of Datasets until the issue has been resolved with the Depositor.
	3. The Depositor will notify ISSDA as soon as possible of a failure to cite the source or an infringement of copyright or database rights as referred to in this Clause 8, to allow ISSDA to take the measures that it deems necessary, including, but not limited to, exclusion from further use of Datasets.
5. **Death of the Depositor or liquidation of its organisation**

Upon the death of the Depositor or the liquidation or termination of its organisation, if no legal successors or co-entitled parties are known to ISSDA, ISSDA will be entitled to do whatever it deems reasonably necessary with a view to achieving its objective.

1. **Liability**
	1. The Depositor will indemnify and shall keep indemnified ISSDA against any costs, actions, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising from or in connection with any third-party claim against ISSDA with regard to the Dataset, the deposit thereof with ISSDA or its availability through ISSDA for further research. This indemnity includes, but is not limited to, any claim that the Dataset infringes Data Protection Legislation or infringes the intellectual property rights of a third party.
	2. The End User, by way of the Data Request Form, indemnifies the Depositor directly.
	3. ISSDA bears no legal responsibility for the accuracy or comprehensiveness of the Dataset supplied.
	4. Except to the extent provided in Clause 10.1, neither ISSDA nor Depositor accepts any liability for use of the Dataset by any End User
	5. Neither ISSDA nor Depositor accepts any liability for any direct, indirect, consequential or incidental damages or losses arising from the unavailability of, or break in access to, the archive, for whatever reason.
2. **Duration, cancellation, termination of the agreement**
	1. This agreement takes effect on the date this Deposit Agreement is signed by the Depositor. ISSDA will then publish the Dataset as soon as possible.
	2. This Deposit Agreement will remain in effect for an indefinite period of time, unless:
3. Pursuant to Clause 7 of this Deposit Agreement, the Dataset has been permanently removed from the archival system;
4. Clause 9 applies.
5. **Applicable law**
	1. This agreement is governed by Irish and relevant EU law.
	2. Disputes that cannot be resolved amicably will be submitted to the Irish courts.
6. **General**

13.1 Each Party warrants to the other that it has full power and authority under its constitution and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Agreement.

* 1. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. In the event that any signature is delivered by e-mail delivery of a “pdf” format data file and utilising electronic signature, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such “pdf” electronic signature page were an original thereof.

**Agreed and signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Depositor**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Agreed and signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**UCD via Irish Social Science Data Archive**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Appendix 1: Dataset availability**

The Dataset will be distributed and made available by ISSDA in the manner set out below. Metadata will always be made freely available. The Depositor is responsible for identifying the category that is appropriate to the Dataset deposited with ISSDA. Restricted Access Datasets (whether wholly partly restricted) will only be made available directly to End Users, in consultation with ISSDA.

|  |  |
| --- | --- |
| **Restricted Access** | **Please select** [ ]  |
| The files in the Dataset will be made available to End Users by ISSDA for research purposes. The Depositor gives ‘blanket permission’ to ISSDA make the Dataset available to End Users under the following conditions:* + - 1. Data should not be accessed for commercial gain or by any commercial entity for any purpose. These requests should be forwarded to the data depositor directly to consider.
			2. Please enter here any regional restrictions on data sharing

Data should only be made available to researchers within the EEA [ ] Data may be made available to researchers outside the EEA [ ]  If there are regional restrictions on data sharing, please indicate the reasons below:Any requests that fall outside of the above conditions will be referred directly to the Depositor.  |

|  |  |
| --- | --- |
| **Teaching Access** | **Please select** [ ]  |
| The files in the Dataset will be made available to End Users by ISSDA for the purposes of teaching. The Dataset may be used only for the purpose of teaching for the duration a specific module/workshop. The Dataset must be re-applied for each time the module/workshop is run.  |

**Appendix 2:** **ISSDA End User Licence for Non-Personal Datasets**

University College Dublin National University of Ireland Dublin (“**UCD**”) operates the Irish Social Science Data Archive (“**ISSDA**”) and facilitates access by members of the Designated Community to Datasets. This licence sets out the conditions for using the Dataset, that has been deposited in the ISSDA Archive by the Depositor and includes Section 1 and Section 2 (the “**End User Licence**”). Anyone to whom ISSDA, on behalf of the Depositor, makes a Dataset available agrees to the following conditions. Acceptance of the End User Licence establishes an agreement between UCD, via ISSDA, and the End User.

**TERMS OF USE**

These terms of use cover the use of the Dataset supplied by ISSDA, on behalf of the Depositor, in accordance with the Data Request Form at Section 1 above.

**The End User undertakes and agrees:**

1. To act in accordance with the National Policy Statement on Ensuring Research Integrity in Ireland, and any other applicable laws and regulations.

1. That ISSDA grants to the End User a non-exclusive royalty free, non-transferable, non-sublicensable licence to use and to make copies of any part of the Dataset only for the Intended Use specified in Section 1 Part C. The End User is not permitted to use the Dataset for any other purpose without the prior written approval of ISSDA or, where applicable, the Depositor.
2. This licence is strictly for research use only. Any request to use the Dataset for commercial use will be forwarded to the Depositor who shall have sole discretion as to whether or not to grant such access. ISSDA shall not be a party to any arrangement between the End User and Depositor in relation to the commercial use of the Dataset.
3. This End User Licence will become effective on the date this End User Licence is signed by the End User and will expire on the Project Expiry Date specified in Section 1 Part C.
4. ISSDA will communicate project expiry date to end user at a minimum of 30 days prior to expiry date. On or before the Project Expiry Date (or such later date as approved by ISSDA), the End User will destroy or delete the Dataset and all copies (including any hard or soft copy) which are in its possession or control and shall make no further use of the Dataset. The end user will complete and return a data destruction form to ISSDA no longer than 7 days after the expiry date.
5. This End User Licence does not operate to transfer any interest in intellectual property including but not limited to copyright or other right to the End User from the Dataset funders, ISSDA, the original data creators or Depositors or any other rights holder.
6. To respect all intellectual property rights to the Dataset, such as copyrights, database and/or neighbouring rights. This includes (but isn’t limited to):

1. acknowledging, in any work based in whole or part on resources provided by ISSDA, the original data creators, Depositors or copyright holders and ISSDA, and to declare, in any such work, that those who carried out the original analysis and collection of the Dataset bear no responsibility for the further analysis or interpretation of it.
2. ensuring that all such works acknowledge that copyright and all other intellectual property rights in the Dataset and associated documentation are vested in the original data creators or Depositors. Please see the ISSDA website ([www.ucd.ie/issda](http://www.ucd.ie/issda)) for appropriate wording.
3. ensuring that all such works acknowledge ISSDA in the following way: “Accessed via the Irish Social Science Data Archive - [www.ucd.ie/issda](http://www.ucd.ie/issda)”.
4. referencing the recommended bibliographic citation in any publication that employs resources or Datasets provided by ISSDA.
5. To ensure that strictly only the Lead Researcher, and the Research Team, have access to the Dataset provided under this Licence. The Lead Researcher shall be responsible for controlling access to the Dataset and the Dataset shall only be accessed by members of the Research Team under the direction of the Lead Researcher. The Lead Researcher shall notify ISSDA of any additional members of the Research Team.
6. To ensure that reasonable steps are taken to secure access to the Dataset including, that the means of access (such as passwords) are kept secure and not disclosed to a third party (excluding those listed in Part A) or used for any purpose that is not the Intended Use, except by special written permission or licence obtained from ISSDA.
7. The End User acknowledges and agrees that the Dataset is anonymised and does not contain personal data within the meaning of Article 4 of the GDPR. To the extent that the End User come into contact with additional data which would allow the End User to re-identify the Dataset, End User agrees to de-identify such information on the Depositor’s instruction and to keep the Dataset containing Personal Data confidential and secure until the information has been de-identified; all under and in accordance with applicable data protection laws.

1. To undertake to abide by the conditions laid out in the Statistics Act, 1993, and, in particular, Section 34 thereof (as amended or replaced). Please see <http://www.irishstatutebook.ie/1993/en/act/pub/0021/index.html>
2. To send to ISSDA citations of any publication based in whole or part on resources provided by ISSDA for inclusion in a database of related publications.
3. That ISSDA may submit details of the End User’s research, as outlined in Part C, for statistical purposes to the Depositor.
4. To notify ISSDA of any errors discovered in the Dataset or accompanying documentation.

Any breach of any of the provisions of this Agreement will lead to immediate termination of the Lead Applicant and Research Team’s access to all services provided by ISSDA either permanently or temporarily and may result in legal action being taken against the End User or Research Organisation. The End User acknowledges that the Depositor will be notified in the event of a breach of any of the terms of this Agreement. Permission to use the Dataset for the specified purpose may be withdrawn by ISSDA at any time, without notice and without cause, by written notice to the End User, signed by or on behalf of the Director of ISSDA.

**INDEMNITY**

The End User agrees to indemnify and shall keep indemnified ISSDA against any costs, actions, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising from or in connection with any third party claim made against ISSDA relating to End Users use of the Dataset or any other activities in relation to the Dataset where such use is in breach of this licence.

The End User also agrees to indemnify and shall keep indemnified the Depositor in connection with against any costs, actions, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising from or in connection with any their use of the Dataset.

**DISCLAIMERS**

To the extent that applicable law permits:

1. ISSDA bears no legal responsibility for the accuracy or comprehensiveness of the Dataset supplied.
2. ISSDA is in no way liable for the Dataset (including the contents, metadata or related documentation), including infringements of privacy rights within the meaning of the GDPR or third-party infringement of intellectual property, unless in the event of intent or gross negligence on the part of ISSDA.
3. Neither ISSDA nor the Depositor accepts any liability for, any direct, indirect, consequential or incidental damages or losses arising from use of the Dataset,
4. ISSDA does not accept any liability for, and the End User shall not be entitled to claim against them in respect of, the unavailability of, or break in access to, the archive, for whatever reason.
5. Whilst steps have been taken to ensure all licences, authorisation and permissions required for the granting of this Licence have been obtained, this may not have been possible in all cases, and no warranties or assurance are given in this regard. To the extent that additional licences, authorisations and permissions are required to use the Dataset in accordance with this Licence, it is the End User's responsibility to obtain them.