

**ISSDA Deposit Licence Agreement for Open Access 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 |

*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. 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 Open Access, available to third parties (“End Users”) via the Archive.

*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 access category selected is appropriate to the Dataset deposited with ISSDA. 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.
	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. The Depositor has determined that the files in the Dataset shall be Open Access.
	2. ISSDA will make the Dataset available directly to End Users, providing either the public domain statement or a Creative Commons Licence.
	3. ISSDA will make the Dataset as a whole, as well as its content or parts of its content, available under the conditions of the Creative Commons Licence.
	4. 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. ISSDA is not responsible for any failure by an End User to cite the source or an infringement of copyright or database rights as referred to in this Clause 8.
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. ISSDA bears no legal responsibility for the accuracy or comprehensiveness of the Dataset supplied.
	3. Except to the extent provided in Clause 10.1 ISSDA does not accept any liability for use of the Dataset by any End User
	4. ISSDA does not accept 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.

|  |  |
| --- | --- |
| Open Access |  |
| The files in the Dataset will be directly accessible to third parties. Third parties do not have to register with ISSDA. The Dataset will be placed in the public domain or made available under an Open Access Licence.Creative Commons Licence[[1]](#footnote-1) – please specify your chosen licence**\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

1. <https://creativecommons.org/share-your-work/cclicenses/> [↑](#footnote-ref-1)