



LICENCE AGREEMENT

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UK DATA ARCHIVE

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WE ARE SUPPORTED BY THE **UNIVERSITY OF ESSEX**, THE **ECONOMIC AND SOCIAL RESEARCH COUNCIL**, AND THE **JOINT INFORMATION SYSTEMS COMMITTEE**

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Licence Agreement

The Licence Agreement is the legal agreement for depositing standard End User Licence data in the collection.

This Agreement is made between the UK Data Archive (a department of the University of Essex and not a separate legal entity) of Wivenhoe Park, Colchester, CO4 3SQ (the "University") and the Depositor (as defined below).

The University through the UK Data Archive acquires, preserves and disseminates data collections. The Depositor owns the data collection as described below and wishes to license these materials to the University.

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 registered users 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.

[If you wish to discuss any variation to these access conditions, please contact the UK Data Archive].

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:

- 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 University for Educational and Research Purposes and for Commercial Purposes.



This includes, without limitation, research undertaken within or under the direction of a commercial organisation for commercial or profit-making purposes. Royalty payments may be collected by the University on behalf of the depositor, subject to a further agreement, and listed in an appendix to this licence.

OR

The Depositor hereby licences the Data Collection to the University for not-for-profit Educational and Research Purposes only.

This includes, without limitation, research, teaching and learning carried out by or on behalf of all of the following:



- i.) **academic** - members of staff and students of higher and further education institutions and recognised research centres or organisations;
- ii.) **personal interest** - individuals conducting not-for-profit research unconnected with employment or institutional affiliation e.g. local historians;
- iii.) **government/non-profit** - public and non-profit making organisations e.g. charitable bodies or non-profit making research organisations, or funded by local and central government.

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 _____

Postcode _____

Country _____

2. Name _____

Address _____

Postcode _____

Country _____

3. Name _____

Address _____

Postcode _____

Country _____

1 Licence Terms and Conditions

Definitions and Interpretation

In this Agreement the following words have the following meanings:

<p>'Agreement'</p>	<p>this Agreement including its schedules and all and any of the Data Collection Deposit Forms completed by the Depositor</p>
<p>'Authorised User'</p>	<p>individuals registered by the University to use the Data Collection, or a member of an institution registered by the University to use the Data Collection under a site licence or re-distribution agreement, or individuals who are not formally registered by the University to use the Data</p>

	Collection but who have signed an access agreement in relation to work being undertaken by a registered user (e.g. students undertaking course- related work who have signed an <i>Access Agreement for Teaching [Academic Sector]</i> form, which has been accepted by the University)
'Commercial Purposes'	use of the Data Collection either directly or indirectly for any Commercial Purpose (whether for gain or not)
'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
'Data Collection Deposit Forms'	means the set of forms made available on the UKDA web site that have been completed by the Depositor describing the contents of the Data Collection that have been submitted to, and accepted by, the University as from time to time
'Depositor'	means the person or persons set out in page 1 of this Agreement
'Educational and Research Purposes'	use of the Data Collection for education, private study or private research provided that such is not for Commercial Purposes
'Registered User'	individuals registered by the University to use the Data Collection or a member of an institution registered by the University to use the Data Collection under a site licence or re-distribution agreement
'Term'	this Agreement shall take effect on the date when executed by the last party and shall continue for the duration of copyright in the Data Collection unless terminated in accordance with Clause 7 of this Agreement.
'UK Data Archive Holdings'	means all the data collections held by the University

2 Licence

2.1 The Depositor hereby grants a worldwide, royalty-free licence of the Data Collection to the University for the Term for the following purposes, without limitation:

- 2.1.1 distribute copies of the Data Collection to Registered Users in a variety of media formats;

- 2.1.2 promote and advertise the Data Collection in any publicity (in any form) for the University;
- 2.1.3 to 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
(together referred to as "the Purpose").

3 Depositor's Rights and Undertaking

- 3.1 The Depositor is free to use or publish the Data Collection elsewhere.
- 3.2 The Depositor does not warrant or guarantee the Data Collection in terms of the comprehensiveness, accuracy, reliability, or otherwise of its contents.
- 3.3 The Depositor hereby warrants and undertakes as follows:
 - 3.3.1 that it is entitled to grant the rights contained in this Agreement to the University to the best of its knowledge and belief and the exercise by the University of the rights assigned to it under this Agreement will not infringe the rights of any third party;
 - 3.3.2 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;
 - 3.3.3 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;
 - 3.3.4 to promptly notify the University of any change of copyright ownership affecting the Data Collection;
 - 3.3.5 to promptly notify the University of any confidentiality, privacy or data protection issues pertaining to the Data Collection.
- 3.4 The Depositor hereby indemnifies and will keep indemnified the University 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 University's Rights and Responsibilities

- 4.1 The University shall:
 - 4.1.1 take reasonable measures to prevent unauthorised access to duplication of or distribution of the Data Collection whilst it is in the University's possession or under its control;
 - 4.1.2 permit Registered Users to access and use the Data Collection, or any part of it;

- 4.1.3 draw the following information to the attention of each Registered User as part of the registration process or as part of the data delivery process (subject that such information may be changed from time to time):

No part of these materials may be reproduced, stored in, or introduced into a retrieval system, or transmitted, in any form, or by any means (electronic, mechanical, photocopying, recording or otherwise) without the prior written permission of the UK Data Archive.

- 4.1.4 request Registered Users publishing any work based in whole or in part on the Data Collection to acknowledge the original data creators, depositors or copyright holders, the funders of the Data Collections (if different) and the UK Data Archive, and to acknowledge Crown Copyright where appropriate. Any publication, whether printed, electronic or broadcast, based wholly or in part on these materials should carry a statement that the original data creators, depositors or copyright holders, the funders of the Data Collections (if different) and the UK Data Archive bear no responsibility for their further analysis or interpretation;
- 4.1.5 not be under any obligation to take legal action on behalf of the Depositor or other rights-holders in the event of breach of any intellectual property rights or any other right in the Data Collection deposited;
- 4.1.6 not be under any obligation to reproduce, transmit, broadcast, or display the Data Collection in the same formats or resolutions as those noted in the Data Collection Deposit Forms;
- 4.1.7 not be under any obligation to include the Data Collection or any part of it within the UK Data Archive's Holdings and retain the right to remove all or any part of the Data Collection from the UK Data Archive's Holdings. While reasonable care will be taken to preserve the physical integrity of the Data Collection, the University 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.

- 4.2 The copyright in any additional data added by the University to the Data Collection, and any search software, user guides, documentation and any other intellectual property rights that are prepared by the University to assist users in using the Data Collection will belong to the University and any other parties that the University may choose to enter into an agreement with to produce such materials.

5 Royalties

- 5.1 No royalties shall be paid for the use of the Data Collection for Educational and Research Purposes, archiving, or publicity for the Purpose set out in Clause 2 above.
- 5.2 For Commercial Purposes, royalty payments may be collected by the University on behalf of the Depositor, subject to a further written agreement and the University shall not have any duty to pay such royalties unless it executes such a further written agreement.

6 Notices

- 6.1 All notice under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally or by first class post or by fax or by email and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting, if by fax when confirmation of transmission is received and if by email, when confirmation of receipt is received from the system of the recipient. If no reply is received to a notice under this Agreement the consent of the recipient will be deemed to have been given after thirty (30) days have elapsed from the issue of that notice.

7 Termination

- 7.1 In addition to any other remedy, the University on the one hand and the Depositor on the other may terminate this Agreement immediately in the event of any breach of this Agreement which cannot be remedied or is not remedied within thirty (30) days of the party in breach being requested to do so by the other party and all obligations shall cease except where specified otherwise under this Agreement.
- 7.2 Where there is no breach, either party may terminate this Agreement upon six months written notice and if the Depositor terminates the Agreement under this Clause 7.2 the University shall be entitled to charge the Depositor for such reasonable costs as have been incurred in archiving and cataloguing, and any other investment of resources in the Data Collection, up to the date of expiry of the notice period.

8 General

- 8.1 This Agreement is binding on and will benefit the successors and assigns of the parties.

- 8.2 The University will not assign, transfer or subcontract the Agreement or any rights under it without prior written consent of the Depositor.
- 8.3 This Agreement constitutes the entire agreement between the parties. No variation will be effective without mutual agreement by the parties in writing.
- 8.4 If any part of this Agreement is held unlawful or unenforceable that part shall be struck out and the remainder of this Agreement shall remain in effect.
- 8.5 This Agreement does not create any partnership or joint venture between the parties.
- 8.6 No delay, neglect, or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of or prejudice of those rights.
- 8.7 This Agreement is governed and interpreted in all respects under the laws of England and Wales and shall be subjected to the jurisdiction of the courts of England and Wales.
- 8.8 The Depositor and the University shall be under no liability for any loss or for any failure to perform any obligation hereunder due to causes beyond their control, including but not limited to industrial disputes of whatever nature, Acts of God, hostilities, force majeure or any circumstances which they could not reasonably foresee and provide against.