University of Bristol

Research data deposit licence agreement

Data depositor's declaration

By depositing material and accepting this licence agreement, you, the Depositor:

1. Grant a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence of the Dataset (and any part of it) to the University of Bristol (or any successor providing the repository) for all uses and purposes together with the right to grant sub-licences.
2. Retain the right to deposit the Dataset elsewhere in its present or future version(s). You (or Your licensor(s)) retain all moral rights in this Dataset, including the right to be acknowledged.
3. Confirm that you are the sole rights-holder or are duly authorised by the owner(s) or other holder of these rights to deposit copies of the Dataset in the University of Bristol repository and otherwise grant the rights and permissions set out in this Agreement. This deposit is subject to any embargo period that has been specified in the metadata record for the Dataset.
4. Confirm that the Dataset (and its preparation) complies with the law and the University's regulations and is not and shall be in no way a violation or infringement of any copyright, trademark, patent, or other rights including rights in confidential information and/or personal data whatsoever of any person.
5. Confirm that where third party data or material is contained within the Dataset, all necessary consents have been obtained.
6. Confirm that, if the Dataset has been sponsored or supported by any organisation, you have fulfilled any obligations required by such contract or agreement.
7. If You are not an employee of the University of Bristol acting in the course of their employment, You agree to indemnify the University of Bristol against any legal action arising from the content of the Dataset.
8. Confirm that if You become aware of any non-compliance with the above, You shall promptly notify the University of Bristol on the email address below.

The Repository's rights and responsibilities

In return, the University of Bristol:

9. May make the Dataset (or copies thereof) available for distribution worldwide in an electronic format and in any other medium or format for the lifetime of the repository (and subsequently, for the lifetime of any repository to which the University of Bristol migrates the Dataset) or until removed from such repository for the purpose of free access without charge (except for associated media costs) on such terms as the University of Bristol determines from time to time.
10. May electronically store, translate, copy, re-arrange, migrate or otherwise adapt the Dataset to ensure its future preservation and accessibility, unless notified by the Depositor that specific restrictions apply.
11. Shall not be under any obligation to reproduce, transmit, broadcast, or display the Dataset in the same formats or resolutions as that in which it was originally deposited.
12. May incorporate and/or remove metadata or documentation for the Dataset in public access catalogues.
13. Retains the right to remove the Dataset if it is found to be in breach of the law and/or the University's research misconduct rules, or for any other compelling professional or administrative reason (including without limitation if the Dataset contains confidential information, personal data, is libellous or obscene). A metadata record that cites the Dataset will remain visible if the Dataset is removed.
14. Shall not be under any obligation to take legal action itself or on behalf of the Depositor or other rights holders in the event of breach of intellectual property rights or any other right in the Dataset deposited.
15. Where practicable, shall retain the copyright in any additional data, software, user guides and documentation created to assist users in using the Dataset, on behalf of the University of Bristol and any other parties with whom the University of Bristol may choose to enter into an agreement to produce such materials.
16. Subject to paragraph 7, shall take every care to preserve the physical integrity of the Dataset but shall incur no liability, either expressed or implicit, for the Dataset or for the loss of or damage to the Dataset.

Definition & terms

17. In this Agreement the following words and phrases have the following meanings:
    a. "Agreement": this document including all of its terms and conditions.
    b. "Non-exclusive licence": the right to hold and distribute the Dataset but not to prevent its use or publication elsewhere by the Depositor.

c. "Dataset": all or any part of the data being deposited including any related documentation or materials.

d. "Depositor", "You", "Your": the sole rights-holder or person permitted by all rights-holder(s) to deposit the Dataset.

18. This Agreement is governed by and construed in accordance with the laws of England and Wales.

Questions?

If you have any questions, please contact: data-bris@bristol.ac.uk