

ReCollect

RESEARCH DATA PLUGIN FOR EPRINTS

Essex Research Data Repository Policies

Adapted for the Essex pilot repository implementation

March 2013

Depositor Agreement

Definitions and Interpretation

In this Agreement the following words and phrases have the following meanings:

1. Agreement: this document including all of its terms and conditions.
2. Non-exclusive licence: the right to hold, distribute and make copies of the Work but not to prevent its use or publication elsewhere.
3. Work: item being deposited including data, documentation and any additional files.
4. Documentation: Any materials which accompany and provide information about the data. This could include metadata.
5. Depositor: the person or persons placing the Work in the repository.
6. University: the University of Essex of Wivenhoe Park, Colchester, CO4 3SQ.

By accepting the terms and conditions, I:

1. Confirm that I am the owner of the copyright and associated intellectual property rights and/or, have rights permission(s) of the owner(s) in the whole Work (including content and layout) to authorise this Agreement.
2. Confirm that the Work does not breach any law; is not and shall be in no way a violation or infringement of any copyright, trademark, patent or intellectual property right whatsoever of any person(s) or organisation.
3. Grant a non-exclusive, royalty-free licence to Essex Research Data Repository (a service of the University of Essex and not a separate legal entity) of Wivenhoe Park, Colchester, CO4 3SQ (the "University") to hold, make copies of, and disseminate copies of the Work. In the event of the University of Essex ceasing to be a legal entity, this licence will be transferred to its successors.

The Depositor shall:

1. Promptly notify the University by email to the Repository Administrator, of any change of copyright ownership affecting the Work.
2. Promptly notify the University by email to: the Repository Administrator, of any confidentiality, privacy or data protection issues pertaining to the Work.
3. Promptly notify the University by email to the Repository Administrator, of any change of contact details.

The Repository's Rights and Responsibilities

The University shall:

1. Make copies of the Work available for distribution worldwide in an electronic format and in any other medium or format for the purpose of free access without charge.
2. Electronically store, translate, copy or re-arrange the Work to ensure its future preservation and accessibility, unless notified by the Depositor that specific restrictions apply.
3. Not be under any obligation to reproduce, transmit, broadcast or display the Work in the same formats or resolutions as that in which it was originally deposited.
4. Incorporate metadata or documentation for the Work in public access catalogues.
5. Retain the right to remove all or any part of the Work if it is found to be in breach of the law. A metadata record that cites the Work will remain visible.
6. 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 Work deposited.
7. Take every care to preserve the physical integrity of the Work but shall incur no liability, either express or implicit for the Work or for the loss of or damage to any of the Work or any of its associated data.
8. The copyright in any additional data added by the University to the Work 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 Work, will belong to the University and any other parties that the University may choose to enter into an agreement with to produce such materials.

Notices

Any notice may be delivered in writing to the address supplied/provided by the Depositor and shall be deemed to have been served 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.

End User Terms and Conditions

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“Essex Research Data Repository”: University of Essex, Wivenhoe Park, Colchester, CO4 3SQ.

By accepting the terms and conditions, I agree:

1. To preserve at all times the confidentiality of information pertaining to individuals or other entities in the Work(s) where the information is not in the public domain.

2. Not to use the data to attempt to obtain or derive information relating specifically to an identifiable individual, or other entity not to claim to have obtained or derived such information.
3. To preserve the confidentiality of information about, or supplied by, organisations recorded in the Work(s). This includes the use or attempt to use the Work(s) to compromise or otherwise infringe the confidentiality of individuals, organisations or other entities.
4. To acknowledge and/or cite in any publication, whether printed, electronic or broadcast, based wholly or in part on the Work(s), the original data creators, depositors or copyright holders, the service funders and the data service providers in the form specified on the web page: <http://researchdata.essex.ac.uk/policies.html>
5. To contribute any bibliographic details of any published work based wholly or in part on the Work(s) to Essex Research Data Repository.