

## DataSTORRE DEPOSITOR AGREEMENT

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### COVERED WORK

- I would like to deposit my material in the University of Stirling's Digital Research Data Repository, known as DataSTORRE.
- Research datasets referred to below as "Work" are covered by this agreement and when I deposit my Work, whether personally or through an assistant or other agent, I agree to the following:

### NON-EXCLUSIVE RIGHTS

- Rights granted to DataSTORRE through this agreement are entirely non-exclusive. This does not affect any rights I currently hold to publish the Work in its present version or future versions elsewhere.
- I understand that by depositing this dataset in DataSTORRE I do not transfer ownership.
- I understand that the DataSTORRE administrators may, without changing content, translate the Work to any medium or format for the purpose of future preservation and accessibility and is under no obligation to reproduce, transmit, broadcast or display the dataset in the same format or software as that in which it was originally created.
- I understand that I retain all moral rights in this work including the right to be acknowledged.

### DEPOSIT IN DATASTORRE

- I understand that work deposited in DataSTORRE will be accessible to a wide variety of people and institutions - including automated agents - via the World Wide Web for the lifetime of DataSTORRE (and any subsequent repository to which DataSTORRE migrates my dataset). No charge will be levied for distribution.
- I understand that DataSTORRE administrators may retain a copy of my dataset for back-up purposes, unless I notify the administrators that specific restrictions apply.
- I understand that DataSTORRE administrators reserve the right to remove my dataset from the repository for professional or administrative reasons, or if it is found to violate the legal rights of any person, while retaining a metadata record informing users that the removal of the dataset was deliberate.
- I understand that once the Work is deposited a citation to the Work is intended to always remain visible.
- I understand that DataSTORRE may, at any time, migrate my dataset to another repository (subject based, institutional or other) on condition that all metadata are migrated with the dataset, and that no charge will be levied by the destination

repository.

- I understand that DataSTORRE may incorporate the metadata or documentation for my dataset into public access catalogues.

I AGREE AS FOLLOWS:

- I am a creator of this work (or have the creator's permission to deposit on their behalf).
- I am the sole rights holder or I have permission from all rights-holders to deposit this dataset in DataSTORRE.
- To the best of my knowledge the Work itself is original and does not break any law or infringe any third party's copyright or other Intellectual Property Right.
- I have obtained permission from any third-party rights-holder (or their representative) to include their material, should my dataset contain material that is copyright of a third party. Where permissions have not been secured third party materials have been deleted from my dataset before deposit.
- If the dataset has been sponsored or subsidised by any institution or organisation other than my employer, I have fulfilled all obligations to that institution or organisation regarding publication.
- The administrators of DataSTORRE do not hold any obligation to take legal action on behalf of the Depositor, or other rights holders, in the event of breach of intellectual property rights, or any other right, in the material deposited.
- I do not guarantee that the dataset is accurate and I indemnify the University of Stirling against any legal action arising from the content of my dataset.
- The University of Stirling accepts no responsibility for mistakes, omissions or legal infringements within the Work.
- Whilst every care will be taken to preserve the dataset, the University of Stirling is not liable for loss or damage to the dataset or any other data while it is stored in DataSTORRE (or any repository to which the dataset is subsequently migrated).
- I hereby allow the DataSTORRE administrators to make available the Work in the way described above.

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END USER LICENCE

- Where applicable, Works are made available in DataSTORRE in accordance with funder policies. The dataset may be subject to an embargo period as specified in the metadata.

If the dataset is not subject to an embargo period, or once the embargo period has ended, the dataset will be openly available for download.

- Creator rights for items held in DataSTORRE are unaffected; any creator rights are retained.
- Copyright for items held in DataSTORRE is unaffected; copyright remains with the holder. Refer to the funder for any copyright restrictions.
- For other possible restrictions on use please refer to the funder, or to notes contained within the DataSTORRE record or Work itself.

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This agreement shall be governed by the law of Scotland and shall take effect on the date of deposit.

If you believe that any material held in DataSTORRE infringes copyright, please contact [library@stir.ac.uk](mailto:library@stir.ac.uk) providing details and we will remove the Work from public display in DataSTORRE and investigate your claim.

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#### DEFINITIONS AND TERMS

- Dataset means a set of files containing both research data and documentation.
- Research data means that which is collected, observed, or created in a digital form, for purposes of analysing to produce original research results.
- Documentation means any digital files such as a codebook, technical report, methodology, which explain the research data's production or use.
- DataSTORRE is the name of the repository hosted at the University of Stirling that stores datasets.