



**Option 1: Licence Agreement for Redistribution of Data: Council of European Social Science Data Archives: European Research Infrastructure Consortium (cessda-ERIC)**

***Introduction and Purpose:***

This Agreement is made between cessda-ERIC and the Depositor (as defined below).

This is a non-exclusive licence which governs the terms on which the original data is provided to the cessda-ERIC and ensures that copyright and any associated intellectual property rights in the Data Collection (defined below) is not assigned to cessda-ERIC by this Agreement. It also provides other safeguards for the Depositor, such as, requesting acknowledgement in any publications arising from future research using the data.

The Agreement permits use of the Data Collection for the Purpose specified. Access to the Data Collection will only be available to registered and/or authorised 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.

**PART A**

Depositor (Institution/Organisation)	
Address	
Email	
Telephone	
Fax	

## **PART B**

The Depositor signing this Agreement warrants and undertakes that:

- I. subject to clauses II, III and IV below, it is the owner of (or is licensed to use and grant rights to) the copyright and any associated intellectual property rights in the whole Data Collection and is lawfully entitled to grant the rights provided to the cessda-ERIC by this Agreement;
- II. where the Data Collection is owned by more than one person jointly, the copyright and any associated intellectual property rights in the whole Data Collection are jointly owned only by the persons listed in Schedule A;
- III. full details of all the joint owners of copyright and associated intellectual property rights in the Data Collection are provided in Schedule A
- IV. the Depositor has secured written consent from any and all persons listed in Schedule A to grant the rights provided to the cessda-ERIC by this Agreement;
- V. the use by cessda-ERIC and any User (as defined below) of the Data Collection will not infringe the intellectual property rights of any third party;
- VI. the Data Collection does not and will not contravene any laws as in force from time to time, including but not limited to the laws relating to defamation and obscenity;
- VII. it is entitled to enter into this Agreement (including on behalf of all joint owners of copyright and associated intellectual property rights detailed in Schedule A) and is not subject to any obligation or restriction created by law contract or otherwise which would in any manner or to any extent restrict the Depositor (or any of the persons in Schedule A) from entering into this Agreement;
- VIII. the Depositor shall promptly notify the cessda-ERIC of any change of copyright (or other associated intellectual property right) ownership of which it knows or becomes aware which affects all or part of the Data Collection;
- IX. the Depositor shall notify the cessda-ERIC of any confidentiality, privacy or data protection issues (or issues of a like kind) that pertains to the Data Collection;
- X. It is entitled to enter into this Agreement.

**PART C**

The Depositor should indicate the uses for which the data is permitted to be used by ticking the appropriate box in the table below.

i	The Depositor licenses the Data Collection to cessda-ERIC on the Open Access terms but retains the right to be identified as the author(s) of the Data Collection and to object to derogatory treatment of the Data Collection	
ii	The Depositor licenses the Data Collection to cessda-ERIC for Educational and Research Purposes and for Commercial Purposes, including without limitation, research undertaken within or under the direction of a commercial organisation for commercial or profit-making purposes.	
iii	The Depositor licenses the Data Collection to cessda-ERIC for non-for profit Educational and Research Purposes only.	
iv	The Depositor licences the Data Collection to cessda-ERIC for access to/use of restricted data by authorised users for specific purposes only.	
v	The Depositor licenses the Data Collection to cessda-ERIC on the Restricted Access terms for a period of 2 years from the date of the Agreement. After which, access reverts to category ii (above) unless the Depositor notifies cessda-ERIC to the contrary or until the Depositor's death or the organisation ceases to exist, whichever is the earlier.	

**PART D**

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 (being an institution, organisation or body corporate) and am authorised to do so

(\*select as appropriate)

Signed	
Print name	
Position	
Department/Section	
Date	

[You may sign this electronically using an electronic signature. The signature must relate to exactly the same name, organisation and email address as in Part A]

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**Schedule A:**

Names and addresses of those who hold copyright and other intellectual property rights in the Data Collection other than the Depositor (this includes institutional or organisational copyright holders).

**1**

Name	
Address	
Email	
Telephone	

**2**

Name	
Address	
Email	
Telephone	

**3**

Name	
Address	
Email	
Telephone	

(The address given in Part A will be used for notices sent pursuant to the Agreement as Clause 6 below)

## ***AGREEMENT TERMS AND CONDITIONS***

### **1. Definitions and Interpretation**

In this Agreement the following words have the following meanings:

#### **‘Agreement’**

This Agreement including its schedules and any additional forms completed by the Depositor pursuant to the existing agreement, provided that, in the event of any conflict or inconsistency between such additional forms and this Agreement, this Agreement shall prevail.

#### **‘Depositor’**

The person or body named as ‘Depositor’ in Part A.

#### **‘Data Collection’**

The material provided or to be provided by the Depositor under the terms and conditions of this Agreement. (The terms “dataset” or “study” may be used in some archive documentation to mean Data Collection.).

#### **‘User’**

1. Individuals registered with cessda-ERIC or a member thereof [*or registered centrally by cessda-ERIC*] to use the Data Collection, or
2. Individuals who have not formally registered to use the Data 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 Access Agreement for Teaching Academic Sector form, which has been accepted by the cessda-ERIC member).

#### **‘Authorised User’**

Individuals registered with cessda-ERIC or a member thereof [*or registered centrally by cessda-ERIC*] and bound by the additional terms and conditions of any Special Agreement and [Approved Researcher Status] Agreements

#### **‘Restricted Access’**

Access to /use of the Data Collection with the permission of the relevant Depositor.

#### **‘Restricted Data’**

Restricted Data Collections deposited under the terms and conditions of any Special Agreement and [Approved Researcher Status] Agreements.

#### **‘Open Access’**

Use of the Data Collection is freely available to any User for any lawful purpose including but not limited to for education, private study or private research and for Commercial Purposes.

#### **‘Educational and Research Purposes’**

Use of the Data Collection for education, private study or private research provided that is not designed to generate a profit.

#### **‘Commercial Purposes’**

Where the use is designed to generate a profit.

#### **‘Term’**

The period determined as follows:

This Agreement shall take effect in relation to the Data Collection when executed by the Depositor, and shall continue for the duration of any copyright or any associated intellectual property rights in the Data Collection, unless terminated in accordance with Clause 7 of this Agreement.

#### **‘Holdings’**

All the data collections held by cessda-ERIC on behalf of the Depositors

#### **2. Licence:**

2.1 The Depositor grants a worldwide royalty-free licence of the Data Collection to cessda-ERIC for the Term for the purposes set out in Part C, including in relation to those purposes (without limitation) the rights to:

- 2.1.1 store, translate, copy or re-format the Data Collection to ensure its future preservation, usability and accessibility;
- 2.1.2 catalogue, enhance, validate and document the Data Collection and to create metadata based upon any information submitted to cessda-ERIC;
- 2.1.3 incorporate metadata or documentation in the Data Collection into registries to facilitate public use of the data for the Data Collections;
- 2.1.4 distribute copies of the Data Collection to Users in a variety of media formats and grant Users rights to use the Data Collection for the purposes set out in Part C and this clause 2;
- 2.1.5 Promote and advertise the Data Collection in any publicity, in any form, for the member archive and/or cessda-ERIC.

(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 indemnifies and will keep indemnified the cessda-ERIC members 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. cessda-ERIC Rights and Responsibilities**

- 4.1. cessda-ERIC 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 cessda-ERIC members possession or under its control;
  - 4.1.2. Permit Users to access and use the Data Collection, or any part of it in accordance with the terms and conditions of this Agreement;
  - 4.1.3. Draw the following information to the attention of each 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 by or on behalf of the cessda-ERIC member;*

- 4.1.4. Request Users publishing any work based in whole or in part on the Data Collection:
  1. to acknowledge the original data creators, depositors or copyright holders, the funders of the Data Collections (if different) and the source institution of cessda-ERIC, and to acknowledge any appropriate Crown or State Copyright.
  2. Any publication, whether printed, electronic or broadcast, based wholly or in part on these materials carries a statement that the original data creators, depositors or copyright holders, the funders of the Data Collections (if different) and the cessda-ERIC member 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 deposited materials; and
- 4.1.7. Not be under any obligation to include the Data Collection or any part of it within the Holdings of cessda-ERIC and retain the right to remove all or any part of the Data Collection from the cessda-ERIC Holdings.
- 4.2. While reasonable care will be taken to preserve the physical integrity of the Data Collection, cessda-ERIC 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.
- 4.3. The copyright and any associated intellectual property rights in any additional data added by any cessda-ERIC member to the Data Collection, and user guides, documentation and any other intellectual property rights that are prepared by the cessda-ERIC member to assist users in using the Data Collection will belong to the cessda-ERIC member and any other parties with whom the cessda-ERIC member may choose to enter into an agreement to produce such materials. The Depositor will do such things and undertake such deeds and acts as necessary to reflect this (if required by cessda-ERIC).

## **5. Notice**

5.1 Any 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.

Such service shall be deemed to take effect:

1. in the case of personal service if by hand when delivered;
2. in the case of first class post 48 hours after posting;
3. in the case of fax when confirmation of transmission is received and;
4. in the case of email, when confirmation of receipt is received from the system of the recipient.

If no reply is received to a notice consent in pursuant to this agreement will be deemed to have been given after thirty (30) days have elapsed from the issue of that notice.

## **6 Termination**

- 6.1 In addition to any other remedy, the cessda-ERIC on the one hand and the Depositor on the other may terminate this Agreement immediately in the event of any breach of this Agreement by the other party where the breach 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 not in breach. In the even of such termination all obligations shall cease except where specified otherwise under this Agreement.
- 6.2 Regardless of breach, either party may terminate this Agreement upon six

months written notice. In the event of such termination by the Depositor, cessda-ERIC 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, prior to its withdrawal.

## **7. General**

7.1. This Agreement is binding on and will benefit the successors and assigns of the parties. cessda-ERIC may perform the Agreement by its members acting on its behalf.

7.2. cessda-ERIC will not assign, transfer or subcontract the Agreement or any rights under it without prior written consent of the Depositor.

7.3. This Agreement constitutes the entire agreement between the parties. No variation will be effective without mutual agreement by the parties in writing.

7.4. 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.

7.5. This Agreement does not create any partnership or joint venture between the parties.

7.6. 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.

7.7. This Agreement is governed and interpreted in all respects under the laws of Belgium and shall be subjected to the jurisdiction of the [Commercial court at Brussels/ courts for the district in which cessda-ERIC has its registered office(siège statutaire)].

7.8. The Depositor and the cessda-ERIC 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.