

Timescapes Archive Licence

The Timescapes Archive is run by the University of Leeds. By depositing material with the Timescapes Archive you are agreeing to the attached terms of the Timescapes Archive Licence.

GUIDANCE NOTES

The University through the Timescapes Archive acquires, preserves and disseminates data. The Depositor must confirm they own or have the necessary rights in the data they deposit to allow the University to carry out the Archive's activities.

The Licence is not exclusive, allowing the depositor to use deposited data for other purposes. The University will grant only authorised users access to deposited data on terms of its user conditions (see <http://www.timescapes.leeds.ac.uk/the-archive/register.php>). The University intends to copy deposited data to the UK Data Archive to enable preservation. Deposited data will then become subject to the UK Data Archive terms of use available at <http://www.esds.ac.uk/aandp/access/licence.asp>.

PLEASE READ ALL OF THE TERMS OF THE TIMESCAPES ARCHIVE LICENCE. IF YOU ACCEPT THE TERMS (WITH THE AUTHORITY TO ACT ON BEHALF OF YOUR INSTITUTION/ORGANISATION) PLEASE COMPLETE THE DETAILS BELOW.

PLEASE RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Deposit Form

Description of material for deposit (Deposited Data)

.....
.....
.....

Depositor's name (Institution/Organisation)

Depositor's email.....

Depositor's work address.....
.....

You agree on behalf of your institution/organisation to the terms of the Timescapes Archive Licence

Signed Dated.....

TIMESCAPES ARCHIVE LICENCE

1 Definitions and Interpretation

1.1 In this Agreement the following words have the following meanings:

'Depositor'	means the institution/organisation or person providing Deposited Data to the Timescapes Archive
'Educational Purposes'	use of the Deposited Data for education, private study or research
'Registered User'	individuals registered by the Timescapes Archive to use the Deposited Data
'Timescapes Archive'	the archive run by the University of Leeds in which Deposited Data will be held
'University'	The University of Leeds, Leeds, LS2 9JT
'UK Data Archive'	The archive run by the University of Essex with whom Deposited Data will be shared

2 Licence

2.1 The Depositor grants a worldwide, indefinite, free and non-exclusive licence of the Deposited Data to the University for the following purposes, without limitation:

- 2.1.1 distribute copies of the Deposited Data to Registered Users in a variety of media formats;
- 2.1.2 promote and advertise the Deposited Data in any publicity (in any form);
- 2.1.3 to catalogue, enhance, validate and document the Deposited Data;
- 2.1.4 to store, translate, copy or re-format the Deposited Data in any way to ensure its future preservation and accessibility;
- 2.1.5 incorporate metadata or documentation in the Deposited Data into public access catalogues;
- 2.1.6 copy and share rights in the Deposited Data with the UK Data Archive (terms of use to be determined by UK Data Archive).

3 Depositor's Commitments

3.1 The Depositor hereby warrants and undertakes as follows:

- 3.1.1 that it is entitled to grant the rights contained in this Agreement to the University and the licence of those rights will not infringe the rights of any third party;
- 3.1.2 that the Deposited Data 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;
- 3.1.3 without exception to the above general rights the Depositor has obtained all necessary consents from owners of any copyright and research participants to allow the University to fully enjoy its licence rights;
- 3.1.4 to promptly notify the University of any change in any rights relating to the Deposited Data;

3.2 The Depositor indemnifies the University against all costs arising from claims relating to the Depositor's breach of the above warranties.

4 University's Commitments

- 4.1 The University shall grant Registered Users access to the Deposited Data for Educational Purposes only and subject to the Registered User agreeing to the terms of the existing user conditions. A copy of the present user conditions can be found at <http://www.timescapes.leeds.ac.uk/the-archive/register.php>.
- 4.2 The University shall not be liable for any unauthorised access to the Deposited Data nor for any breach of commitments by Registered Users.
- 4.3 Whilst reasonable care will be taken to preserve the physical integrity of the Deposited Data, the University shall incur no liability for the Deposited Data or for the loss of or damage to any of the Deposited Data.
- 4.4 The copyright in any additional data added by the University to the Deposited Data, and any search software, user guides, documentation and any other intellectual property rights that are prepared by the University to assist Registered Users in using the Deposited Data will belong to the University and any other parties that the University may choose to enter into an agreement with to produce such materials.
- 4.5 Whilst the University intends to continue supporting the Timescapes Archive, the University does not commit to the indefinite or continual availability of the Deposited Data through the Archive. In particular maintenance and unforeseen circumstances may cause interruptions to the service. If the University is no longer to operate the Timescapes Archive it will give notice by email. Depositors will be given an opportunity to collect Deposited Data. Uncollected Deposited Data will be disposed of at the University's discretion. In the event of the University no longer being able to support the Timescapes Archive, sole responsibility will be assumed by UK Data Archive.
- 4.6 The University reserves the right to reject and return Deposited Data at any time.
- 4.7 4.7 The University will endeavour to respond to requests for access to Deposited Data within one week. Whilst the University accepts no liability in relation to the reliability or quality of service, the University will endeavour to maintain a reasonable level of service at all times for Registered Users.

5 Jurisdiction

- 5.1 This Agreement remains subject to English law and the jurisdiction of the English Courts.