



Archaeology Data Service Deposit Licence

Title of Data Collection

1. Parties and Contact Details

1.1 Printed Name: _____ (hereafter 'the Depositor')

Signed: _____

Date (dd/mm/yy): _____

Position: _____

Institution: _____

Address: _____

Post Code: _____

Contact email: _____

Contact phone: _____

Contact fax: _____

1.2 Printed Name: Prof. Julian D. Richards _____ For the University of York _____

Signed: _____

Date: (dd/mm/yy) _____

Position: Director _____

Institution: Archaeology Data Service _____

Address: University of York _____

King's Manor _____

York _____

Post Code: YO1 7EP _____

Contact email: jdr1@york.ac.uk _____

Contact phone: 01904 433954 _____

Contact fax: 01904 433939 _____

2. Introduction

- 2.1 The Depositor wishes to deposit material for archiving and distribution by the Archaeology Data Service of the University of York for education, private study, and research (“educational purposes”).
- 2.2 This agreement between the Depositor and the University of York provides the legal permissions and warranties needed to allow the Archaeology Data Service to preserve, and make accessible in a variety of formats and media, the deposited materials for educational purposes.
- 2.3 This is a non-exclusive licence, which ensures that copyright in the original data is not transferred by this agreement and provides other safeguards for the Depositor such as requesting acknowledgement in any publications arising from future research using the data. It permits use of the Data Collection only for non-commercial purposes, teaching, research and private study. Cataloguing information and documentation can be publicly available but access to the Data Collection will only be available to Authorised Users who have agreed to abide by licence conditions unless the Depositor has stated that the Data Collection can be available to any user.

3. Definitions and Interpretation

- 3.1 In this Agreement the following words have the following meanings:

‘Agreement’: this document including all of its terms and conditions.

‘Authorised user’: individuals authorised by the Archaeology Data Service to use the Data Collection, or a member of an institution authorised by the Archaeology Data Service to use the Data Collection under a site licence.

‘the Data Collection’: the material to be provided by the Depositor under the title given on Page 1 of this Licence.

‘Commercial purposes’: use of the Data Collection for any reason direct or indirect which generates a profit.

‘Educational purposes’: use of the Data Collection for education, private study or research provided that such use does not generate a profit

4. Licence

- 4.1 The Depositor grants a non-exclusive licence of the Data Collection to the University of York to hold on behalf of the Archaeology Data Service for the duration of this Agreement for archiving, distribution and use for educational purposes. Such right shall include (but not be limited to) the right to:
 - 4.1.1 distribute copies of the Data Collection to authorised users in a variety of media formats.
 - 4.1.2 promote and advertise the Data Collection in any publicity for the University of York, Archaeology Data Service.
 - 4.1.3 to catalogue, enhance, validate and document the Data Collection.
 - 4.1.4 to electronically store, translate, copy, or re-arrange the Data Collection to ensure its future preservation and accessibility.

- 4.1.5 incorporate metadata or documentation in the Data Collection into public access catalogues for the Data Collections.

5. Depositor's Rights and Undertaking

- 5.1 The Depositor is free to use or publish the Data Collection elsewhere.
- 5.2 The Depositor does not warrant or guarantee the Data Collection in terms of the comprehensiveness, accuracy, reliability, or otherwise of its contents.
- 5.3 The Depositor hereby warrants and undertakes as follows:
 - 5.3.1 that the Depositor is the owner of the copyright and associated intellectual property rights in the whole Data Collection or is duly authorised by the owner, or owners, of these rights and is capable of granting under this agreement, a licence to hold and disseminate copies of the material.
 - 5.3.2 that the Data Collection is not and shall be in no way a violation or infringement of any copyright, trademark, patent, or other rights whatsoever of any person.
 - 5.3.3 that the Data Collection does not and will not contravene any laws, including but not limited to the law relating to defamation, or obscenity.
 - 5.3.4 that the Depositor is not under any obligation or disability created by law, contract or otherwise which would in any manner or to any extent prevent or restrict him from entering into and fully performing this Agreement.
 - 5.3.5 to notify the Archaeology Data Service of any change of copyright ownership affecting the Data Collection.
 - 5.3.6 to notify the Archaeology Data Service of any confidentiality, privacy or data protection issues pertaining to the Data Collection.

6. The Archaeology Data Service's Rights and Responsibilities

- 6.1 The Archaeology Data Service shall:
 - 6.1.1 take reasonable measures to prevent unauthorised access to duplication of or distribution of the Data Collection whilst it is in the Archaeology Data Service's possession or under its control.
 - 6.1.2 permit authorised users to access and use the Data Collection, or any part of it. All subsequent access to and use of such material will be for the authorised user's educational purpose and may not be offered, whether for sale or not, to anyone who is not an authorised user.
 - 6.1.3 draw the following notice to the attention of each authorised user as part of the authorisation process:

All material supplied via the Archaeology Data Service is protected by copyright and other intellectual property rights, and duplication or sale of all or part of any of the datasets is not permitted, except that material may be duplicated by you for your research use or

educational purposes in electronic or print form. You must obtain permission for any other use. Electronic or print copies may not be offered, whether for sale or otherwise to anyone who is not an authorised user.

6.1.4 request authorised users publishing any work based in whole or in part on the Data Collection to display information crediting its creator and Depositor and to declare that those who compiled the original Data Collection bear no responsibility for the further analysis or interpretation.

6.1.5 not be under any obligation to take legal action on behalf of the Depositor or other rights holders in the event of breach of intellectual property rights or any other right in the material deposited.

6.1.6 not be under any obligation to reproduce, transmit, broadcast, or display the Data Collection in the same formats or resolutions as those in which the material was deposited.

6.2 While every care will be taken to preserve the physical integrity of the Data Collection, the University of York shall incur no liability, either expressed or implicit, for the Data Collection or for the loss of or damage to any of the Data Collection.

6.3 The copyright in any additional data added by the Archaeology Data Service to the Data Collection, and any search software, user guides and documentation that are prepared by the Archaeology Data Service to assist authorised users in using the Data Collection shall belong to University of York on behalf of the Archaeology Data Service and any other parties that the Archaeology Data Service may choose to enter into an agreement with to produce such materials.

7. Royalties

7.1 No royalties shall be paid for the use of the Data Collection for educational purposes, archiving or publicity.

8. General

8.1 Communications

All 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 e-mail and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting, if by fax when confirmation of transmission is received and if by e-mail, 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 30 days have elapsed from the issue of that notice.

8.2 Successors

This agreement is binding on and will benefit the successors and assigns of the parties.

8.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties. No

variation will be effective unless in writing signed by or on behalf of both parties.

8.4 Invalidity

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.

8.5 Joint Venture

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

8.6 Waiver

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.

8.7 Proper Law

This Agreement is governed by the laws of England excluding any conflicts of law principles. Any dispute that may arise concerning this Agreement shall be decided by the High Court and the parties shall submit to its exclusive jurisdiction for that purpose.

8.8 Term of the Agreement

This Agreement shall take effect on execution hereof and shall continue for the duration of copyright in the Data Collection unless either party terminates this agreement.

8.9 Termination

8.9.1 In addition to any remedy, the University of York on the one hand and the Depositor on the other may terminate this agreement immediately without further obligation in the event of any breach of this Agreement which 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.

8.9.2 Where there is no breach, either party may terminate this Agreement upon six months' notice. However where there is no breach and this Agreement is terminated by the Depositor during the term of this Agreement, the Archaeology Data Service shall be entitled to charge the Depositor for such costs as have been incurred in archiving and cataloguing the Data Collection, and any other investment of resources in the Data Collection prior to its withdrawal.

8.10 Disclaimer

The Depositor and the University of York 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.