

## THE ARCHAEOLOGY DATA SERVICE DEPOSIT AGREEMENT

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### 1. Introduction

- 1.1 The Depositor wishes to deposit material for archiving and distribution by the Archaeology Data Service of the University of York hereafter referred to as the ADS.
- 1.2 This Agreement between the Depositor and the ADS provides the legal permissions and warranties needed to allow the ADS to preserve, and make accessible in a variety of formats and media, the deposited materials.
- 1.3 This Agreement is a non-exclusive licence, which ensures that copyright in the original material 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 in accordance with the type of Access Licence selected at Annex B.

### 2. Definitions and Interpretation

- 2.1 In this Agreement the following words have the following meanings:
- 'Agreement'**: this document including all of its terms and conditions.
- 'Data Collection'**: the material to be provided by the Depositor under the title given on Page one of this Agreement.
- 'Metadata'**: Data about data, including but not limited to creator, subject, location, date, description, size, and any other data relating to the Data Collection that the ADS in its reasonable opinion considers to be Metadata.
- 'Access Licence'**: the licence which the Depositor has indicated the Data Collection to be disseminated under, which prescribes the terms and conditions of access to and re-use of the Data Collection as detailed at Annex B.
- 'Depositor'**: The party depositing material with the Archaeology Data Service of the University of York.
- 'ADS'** : The Archaeology Data Service, of the University of York.

### 3. Agreement

- 3.1 The Depositor grants a non-exclusive licence of the Data Collection to the ADS for the duration of this Agreement for preservation, curation, dissemination and for such use as

the ADS deems appropriate in accordance with the terms of this Agreement. Such rights shall include, but not be limited to, the right to:

- 3.1.1** distribute copies of the Data Collection in a variety of media formats,
  - 3.1.2** promote and advertise the Data Collection in any form of publicity for the ADS,
  - 3.1.3** catalogue, enhance, validate and document the Data Collection,
  - 3.1.4** electronically store, translate, copy, or re-arrange the Data Collection to ensure its future preservation and accessibility.
- 3.2** The Depositor grants the ADS a non-exclusive, worldwide licence, with the right to grant sublicences, to the Metadata relating to the Data Collection, for the duration of this Agreement for preservation, dissemination and for such use as the ADS deems appropriate.

#### **4. Depositor's Rights and Undertaking**

- 4.1** The Depositor is free to use or publish the Data Collection elsewhere.
- 4.2** The Depositor does not warrant or guarantee the Data Collection in terms of the comprehensiveness, accuracy, reliability, or otherwise of its contents.
- 4.3** The Depositor hereby warrants and undertakes as follows:
  - 4.3.1** 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,
  - 4.3.2** 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,
  - 4.3.3** that the Data Collection does not and will not contravene any laws, including but not limited to the law relating to defamation, or obscenity,

- 4.3.4** 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,
- 4.3.5** to notify the ADS of any change of copyright ownership affecting the Data Collection,
- 4.3.6** to notify the ADS of any confidentiality, privacy or data protection issues pertaining to the Data Collection. The Depositor is responsible for ensuring that all fair processing notices have been given (and/or, as applicable, consents obtained) for data within the Data Collection.

- 4.4** The Depositor undertakes that he/she is authorised to sign on behalf of his/her organisation, if applicable.

## **5. The Archaeology Data Service's Rights and Responsibilities**

- 5.1** The ADS shall:

- 5.1.1** use all reasonable efforts which the ADS deems appropriate to protect and curate the Data Collection.
- 5.1.2** ensure all staff with access to personal data and special category data are subject to a duty of confidence.
- 5.1.3** take reasonable measures to prevent unauthorised access to, duplication of, or distribution of, the Data Collection whilst it is in the ADS's possession or under its control.
- 5.1.4** assist the Depositor in allowing an individual to exercise his/her rights under GDPR.
- 5.1.5** permit users to access and use the Data Collection, or any part of it.
- 5.1.6** inform users of the type of Access Licence assigned by the Depositor.
- 5.1.7** 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, the Access Licence, or any other right in the Data Collection.

**5.1.8** 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 Data Collection was deposited.

**5.1.9** In relation to personal data and/ or special category data as defined in the GDPR:

**5.1.9.1** ADS will only engage a sub-processor with the prior consent of the Depositor.

**5.1.9.2** ADS will delete such data if requested in writing by the Depositor.

**5.2** While every care will be taken to preserve the Data Collection, the ADS 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. The Depositor may request the opportunity to audit or inspect our security arrangements at their own cost.

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

## **6. Royalties**

**6.1** No royalties shall be paid for the use of the Data Collection.

## **7. General**

### **7.1 Communications**

All notice under this Agreement shall be in writing and shall be sent to the address of the Depositor set out in this Agreement or to such other address as the Depositor may have notified the ADS to. 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 as 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 thirty (30) days have elapsed from the issue of that notice.

### **7.2 Successors**

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

**7.3 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.

**7.4 Severability**

If any provision of this Agreement is found by any court or other authority to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

**7.5 Joint Venture**

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

**7.6 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. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving party.

**7.7 Governing Law**

This Agreement is governed by the laws of England and Wales 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.

**7.8 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 under clause 7.9.

**7.9 Termination**

**7.9.1** In addition to any remedy, the ADS 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.

**7.9.2** Where there is no breach, the ADS may terminate this Agreement upon six (6) months' notice. In the event of such a termination, the ADS shall be entitled to keep such copies of the material as it requires.

**7.10 Disclaimer**

The Depositor and the ADS 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.

**7.11 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**7.12 No Reliance on Representations**

Each Party acknowledges that in entering into this Agreement on the terms set out in this Agreement it is not relying upon any representation, warranty, promise or assurance made or given by any other Party or any other person, whether or not in writing, at any time prior to the execution of this Agreement which is not expressly set out in this Agreement, provided that this shall not exclude any liability which either Party would otherwise have to the other in respect of any statements made fraudulently.

## ANNEX A

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**Title of Data Collection:**

**Depositor**

**Signed:**

**Date:**

**Date:**

**Full Name:**

**Position:**

**On behalf of (if applicable):**

**Address:**

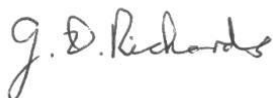
**Post Code:**

**Email:**

**Telephone:**

**On behalf of the Archaeology Data Service of the University of York**

**Signed:**



**Date:**

Prof. Julian D. Richards  
Director  
Archaeology Data Service  
The University of York  
York  
YO1 7EP  
Julian.Richards@york.ac.uk  
01904 433954

## ANNEX B

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### Access Licence

Please indicate the Access Licence which the data deposited should be disseminated under:

[CC BY](#)

Other (please state)

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