

ORDO Depositor Agreement

1. Introduction

- 1.1. This Agreement records the terms on which a Dataset may be submitted to the Archive.
- 1.2. By submitting a Dataset to the Archive, you are treated as having accepted the terms of this Agreement. Please pay particular attention to the following clauses:
 - a) 4.1(a) and 4.2 which confirm that you are authorised to submit the Dataset to the Archive;
 - b) 4.5 which deals with whether or not the Dataset needs to be treated as confidential.
- 1.3. By submitting a Dataset to the Archive, you are treated as having read and accepted the terms of:
 - a) [The Open University Data Management Policy](#);
 - b) [The ORDO Archive Research Data Policy available](#).
- 1.4. Note that you will also be treated as having accepted the terms and conditions of the operator of the Archive and that you must ensure that you comply with those terms as well as with the terms of this Agreement.

2. What happens next?

- 2.1. Once you have accepted this Agreement and submitted the Dataset, your submission will be reviewed by Archive staff. The Archive is not obliged to accept your Dataset and may wish to raise specific issues with you or to impose conditions before agreeing to accept the Dataset.
- 2.2. Note that even after a Dataset has been accepted, The Open University is entitled to remove a Dataset from the Archive or to impose restrictions or conditions upon a Dataset if The Open University feels that it is reasonable to do so.

3. Agreement

- 3.1. In this Agreement the following words and phrases have the following meanings:

“Agreement”	means this document including all of its terms and conditions.
“Archive”	means the research data archive and any other systems used by the OU to catalogue, manage and share Datasets now or in the future.
“Dataset”	means a set of files containing the evidence base on which a research project is based and any accompanying materials or documents.
“Metadata Record”	means any descriptive information about the Dataset which may be used to facilitate discovery, management, re-use and preservation.

4. Confirmations

4.1. Status

- a) Either you are the Principal Investigator of the Project and wish to deposit the Dataset in support of the research findings of the Project or you have been authorised by the Principal Investigator of the Project to deposit the Dataset in support of the research findings of the Project.

- b) You acknowledge that providing false, incorrect, inaccurate or misleading information when submitting the Dataset may amount to misconduct which may give rise to disciplinary proceedings.

Authorisation to use the Dataset

4.2. By depositing the Dataset in the Archive, you confirm that:

- a) The OU is entitled to store the Dataset in the Archive;
- b) The OU is entitled to make the Dataset available for others to access and use;
- c) To the extent that it is necessary to do so, you permit the OU to use any rights that you may have in the Dataset;
- d) The Dataset does not contain defamatory or unlawful material or any false or misleading research results.
- e) To the best of your knowledge and belief either:
 - i. The OU is the sole owner of the Dataset and the rights to the material contained in the Dataset; or
 - ii. The OU has permission from all rights holder(s) in the Dataset including third parties or OU employees, students or staff (whether internal or external to the OU) to deposit the Dataset in the Archive and to allow others to access and use the Dataset including any copyright works or other intellectual property contained within the Dataset.

Confidentiality – content of Dataset

4.3. You confirm that you have been authorised to use any confidential information that forms part of the Dataset and that you are entitled to submit that information as part of the Dataset;

4.4. You confirm that none of the information that is included in the Dataset is subject to any existing obligations of confidentiality that restrict its use in anyway.

Confidentiality – use of Dataset

4.5. By submitting the Dataset, you confirm that the Dataset does not need to be treated as confidential and can be made available on an unrestricted basis, or that you have applied the necessary embargo or access restriction to the data.

if this is not the case, do not submit the dataset but contact library-researchsupport@open.ac.uk

Metadata Record

4.6. You confirm that you have duly specified in the Metadata record:

- a) any embargo period that needs to apply to the whole or any specified parts of the Dataset; and
- b) any restrictions that need to apply to the use of the whole or part of the Dataset.

4.7. You confirm that, to the best of your knowledge and belief, the Metadata Record contains sufficient information to ensure that the Dataset is discoverable and sufficient explanatory documentation to ensure that the Dataset is understandable and reusable.

Data Protection and personal information

4.8. Where identifiable personal data is included within the Dataset, you confirm that:

- a) Any personal data included in the Dataset has been collected and used in accordance with data protection legislation;
- b) Any individual whose personal data is included within the Dataset has provided written and informed consent to their personal data being included in the Dataset and being submitted to the Archive so that it can be made available to others for their access and use.

- 4.9. Where anonymised information is included within the Dataset, you confirm that:
- a) The standard of anonymisation or pseudonymisation used is adequate having regard to the nature and sensitivity of the information;
 - b) All necessary steps have been taken to safeguard the rights to privacy of individuals involved in the research where explicit permission to share non-anonymised data has not been granted.

Intellectual Property

- 4.10. You confirm that:
- a) The Dataset is original and does not infringe any copyright, trademark, patent, or other rights whatsoever of any third party;
 - b) Where the Dataset includes material prepared by a third party, you have obtained permission to include the material in the Dataset and to submit it to the Archive;
 - c) You have removed any material from the Dataset that you do not have permission to use;
 - d) Where the Dataset was commissioned, sponsored, supported or developed in collaboration with any other organisation, you have fulfilled all obligations to that organisation and have their authorisation to submit the Dataset to the Archive.

5. Permissions granted to the Open University

- 5.1. By submitting the Dataset to the Archive, you accept that the OU:
- a) Will manage the Archive as it sees fit in order to achieve the Archive's aim of preserving and making information available for access and use by others. This may include translating or reformatting the Dataset;
 - b) May, if it sees fit, migrate the Dataset or sublicense all the contents of the Dataset to a repository other than the Archive, including a repository controlled by a person other than the OU on condition that:
 - i. All Metadata are migrated with the Dataset;
 - ii. The destination repository is obliged to continue to grant Access to the Dataset on the same terms as set out in this Agreement;
 - iii. No charge for use of the Dataset will be levied by the destination repository without the OU's prior written consent.

6. Management of the Dataset

- 6.1. The Archive will clearly identify the name(s) of the creator(s) or rights-holder(s) of the Dataset as specified in the Metadata.
- 6.2. The OU is not under any obligation to take legal action in the event of breach of intellectual property rights or any other right in the Dataset.
- 6.3. The OU may suspend or restrict access to the Dataset as it sees fit.

7. Operation of the Archive and the limit of the OU's responsibility

- 7.1. The infrastructure of the Archive is operated by an independent contractor on behalf of the OU. As a result, the Archive is made available to users in accordance with the operator's terms and conditions. In particular:
- a) The Archive is provided on an "as available" basis and the OU does not guarantee that the Archive will be available uninterrupted or at any particular time.
 - b) The operator requires that the Archive is only used for non-commercial purposes.

- c) The OU cannot guarantee the physical integrity of the Dataset once it has been placed in the Archive and the OU does not accept any liability in respect of the loss of or damage to any of the Dataset.
- d) The operator is entitled to restrict or deny access to any Dataset that has been submitted to the Archive in the event that any copyright or other disputes arise.
- e) The OU cannot accept responsibility for matters relating to the operation of the Archive that are outside of the immediate control of the OU.

7.2. Before submitting a Dataset or before accessing and using the Archive all users will be required to register with the operator of the Archive and to accept the operator's terms and conditions. Users of the Archive must adhere to the operator's terms and conditions when using the Archive and may be individually liable if they fail to do so.

7.3. The OU recommends that all those using the Archive review the operator's terms and conditions on a regular basis.

TITLE	Open Research Data Online Depositor Agreement	
AUTHOR	Wendy Mears, Research Support Librarian, Library Services	
Approving Body		Date of Approval
Research Committee (Chair's Action)		29 th September 2016

Document history

Date	Version	Stage	Summary of changes
20/09/2018	0.2	Draft review by Dan Crane	Links added. Language update in sections 4.5 and 5.1 Data protection language updated
01/12/2018	0.3		Approved by Research Committee.