

DATA DEPOSIT AGREEMENT

1. Purpose of this deposit agreement

Research data is now recognised as a valuable resource in its own right. It validates existing research findings and has long term value as a potential resource for future research projects.

However, digital research data is at risk, vulnerable to file and software obsolescence or data degradation. King's College London recognises the value of research data and supports the long term preservation of data by providing facilities that allow datasets to be deposited in a place where they can be stored and preserved to minimise the risk of data loss or corruption.

This deposit agreement gives the university permission to deposit datasets and carry out activities necessary to facilitate the long term preservation and sharing of datasets within the terms and conditions set out below.

By submitting your dataset for deposit you grant a non-exclusive licence to King's College London in respect of any material within the dataset. The licence is non-exclusive, and therefore does not prevent you exercising any rights you might have to distribute or publish the dataset elsewhere.

2. Depositor's declaration

- 2.1. I grant to the university a non-exclusive, worldwide licence to do any of the acts restricted by intellectual property rights to the extent necessary to allow the university to store the data and make it accessible to members of the public, subject to paragraph 2.10 and 2.11 below. Rights granted to the university through this agreement are entirely non-exclusive and I am free to distribute or publish the dataset or future versions elsewhere.
- 2.2. I assert that I am either the sole rights holder or am permitted by all rights holder(s) of the dataset to enter into this agreement.
- 2.3. To the best of my knowledge the dataset does not, and will not, infringe any copyright, trademark, patent, or other rights whatsoever of any person.
- 2.4. The dataset does not breach any law nor contain any material of a defamatory or libellous nature.
- 2.5. I have completed King's College London's mandatory Data Protection and Information Security elearning.
- 2.6. Where the dataset concerns human subjects, I confirm that the appropriate written and informed consent and ethical approval was obtained for the collection and the handling of the data, including archiving and sharing.
- 2.7. Where the dataset originally contained identifiable personal data, I confirm that data protection registration is up to date in the Research Ethics Management Application System (REMAS) or King's Data Protection Register (KDPR).
- 2.8. Where collection of personal data was carried out, I confirm that a legal basis for using the data was provided.
- 2.9. I confirm that the dataset does not identify any individual nor could it lead to the identification of any individual.
- 2.10. I acknowledge that I am responsible for the secure retention or destruction of any identifiable information collected as part of my research.
- 2.11. I confirm that I have specified any embargo period(s)/date(s) or other restrictions to access which apply to the whole or part of the dataset.
- 2.12. If the dataset has been commissioned, sponsored or supported by any organisation other than King's College London, I have fulfilled all of the obligations required by such contract(s) or agreement(s).
- 2.13. I do not guarantee that the Dataset is accurate.

2.14. I agree to the university making the metadata openly available without restriction (under Creative Commons Zero CC0 waiver).

3. Rights and responsibilities of the University

I agree that the University:

- 3.1. May electronically store, archive, copy or convert the dataset for preservation purposes and to ensure future accessibility without changing the content.
- 3.2. May create persistent identifiers (e.g. Digital Object Identifiers (DOIs)) to provide a permanent link to the dataset via a data catalogue or other resource.
- 3.3. May create a metadata record for my dataset and publish that record in a publicly accessible data catalogue.
- 3.4. May at any time, migrate my dataset to another repository.
- 3.5. Shall not be under any obligation to take legal action on my behalf or on behalf of any other rights holder in the event of breach of intellectual property rights or any other right in the material(s) deposited.

4. Disclaimer

- 4.1. The university accepts no responsibility for mistakes, omissions, or legal infringements within the dataset. While every care will be taken to preserve the integrity of the dataset, the university is not liable for loss or damage to the dataset while it is stored in the King's College London data repository or any repository to which the data is subsequently migrated.

5. Withdrawal/take-down of data

- 5.1. The university is entitled to remove the dataset and/or metadata record for professional or administrative reasons, or if the dataset is found to violate the legal rights of any person or organisation.
- 5.2. Should a dataset and/or metadata record be removed by either the university or the depositor, the university reserves the right to retain the dataset and metadata record of the dataset in the repository in perpetuity.

6. Definitions and Terms

Dataset – a set of files containing both research data, and documentation.

Depositor - The person who uploads data. For the purposes of this document the depositor is either the rights holder or has permission to deposit the data on behalf of the rights holder(s).

Metadata - data or information about data which describes or contextualises the data.

Research Data - data that is collected, observed, or created, for purposes of analysis to produce original research results. The word “data” is used throughout this document to refer to research data.

Repository - storage location referred to in this document is the King's Open Research Data System (KORDS), in this case for research data.