

Data Deposit Agreement of the Canadian Polar Data Network

6 December 2012

Version 1.2

The Canadian Polar Data Network (CPDN) provides preservation and access services for Arctic and Antarctic data resulting from or related to Canadian research and monitoring activities. The operation of the Network is carried out by its members under the terms and conditions of the *CPDN Governance Charter*. The CPDN Partner Members, as defined in the *Charter*, are hereinafter referred as the **Partners**.

Additional Information is available at:
polardatanetwork.ca

Definitions:

- A **Data Collection** refers to a coherent body of digital content, including data files, datasets, metadata, and accompanying materials. The Partners acquire, transform, manage, preserve and disseminate Data Collections.
- The **Depositor** owns the Data Collection and agrees to license these materials to the CPDN.
- A **Representative Agent** is a person or organization authorized by the owner of the Data Collection to act on behalf of the Depositor.
- **Operational purposes** include all activities undertaken by the Partners to ensure the long-term digital integrity of the Data Collection and its dissemination under an agreed Dissemination Licence Agreement.
- A **Dissemination Licence Agreement** contains the terms and conditions governing the access to and use of the Data Collection. The default CPDN Dissemination Licence is an **Open Data Licence**, which permits the Partners to disseminate the Data Collection for research and instructional purposes without limitation.

Terms and conditions

This is a non-exclusive licence that honours all applicable intellectual property rights inherent to the original data. This Agreement does not transfer these rights from the Depositor to the Partners. The Intellectual Property Rights that the Depositor or the data owner may have in the data shall remain the property of the data owner. Intellectual Property Rights that the Partners or third parties may have in the data shall remain their property.

This Agreement is made between the Partners and the Depositor or a Representative Agent.

If applicable, the Depositor shall provide the Partners with a copy of the official statement of ethics approval for this Data Collection, along with the signed copy of this agreement.

PLEASE READ ALL OF THE TERMS OF THIS AGREEMENT AND IF YOU ACCEPT THE TERMS PLEASE SIGN BELOW.

Note: If you wish to discuss any variation to these access conditions, please contact the Canadian Polar Data Network.

PLEASE RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Canadian Polar Data Network Research Data Deposit Agreement

The Depositor's Terms

By signing this agreement as the Depositor or Representative Agent, I grant permission to the Partners to preserve and to make the Data Collection that I here deposit available for research and instructional uses under the terms and conditions stipulated below:

1. I deposit this Data Collection with the Partners for operational purposes that support its preservation and future access.
2. Without limitations, the Partners may perform the following activities on the Data Collection:
 - Disseminate copies of the Data Collection according to the agreed upon Dissemination Licence Agreement;
 - Promote and advertise the Data Collection in any form of publicity about the CPDN and its Partners;
 - Incorporate metadata to describe, catalogue, validate and document the Data Collection, supporting discovery, preservation and long-term access;
 - Provide unrestricted and open access to the Data Collection's metadata; and
 - Transform the Data Collection, by any means necessary, to ensure its preservation, usability and long term access.
3. I grant permission to the Partners under CPDN to enhance, transform or rearrange the Data Collection for the purposes of protecting sensitive data through de-identification procedures, as required by applicable laws, regulations, policies and best practices.
4. Unless separately stipulated, I agree to an Open Data Licence for all disseminated uses of the Data Collection.
 - If the Depositor requires an alternate dissemination licence agreement, it must be attached as an addendum to this agreement. The terms and conditions of all alternate dissemination licence agreements must comply with the CPDN Operating Principles in the *Governance Charter*. [Examples of alternate dissemination licence agreements are shown in Appendix 1.]
5. Unless separately stipulated, I agree that the Data Collection will be made accessible immediately upon deposit.
 - If the Depositor requires a different release date for parts of or the complete Data Collection, a document specifying the release date will be provided as an addendum to this agreement. Limiting the release of the Data Collection cannot exceed a period longer than 24 months from the time when the Data Collection is deposited.
6. As the Depositor, I release the Partners and their home institutions of all liability from claims arising out of any legal action concerning disclosure, breaches of confidentiality, or invasions of privacy.

Canadian Polar Data Network Research Data Deposit Agreement
The Partners' Rights and Responsibilities

The Partners have the following responsibilities and rights with respect to the deposit of this Data Collection.

1. The Partners agree to perform due diligence to ensure the preservation and accessibility of the Data Collection.
2. The Partners agree to take reasonable measures to convey the terms of the Dissemination Licence Agreement upon disseminating this Data Collection. Such information will also include a statement of attribution to the provider of the Data Collection and a statement disclaiming any responsibility by the Depositor or the Partners regarding further analysis or interpretation.
3. The Partners will not be under any obligation to reproduce, transmit or display the Data Collection in the same formats or resolutions as the original Data Collection deposit.
4. The Partners retain the right to transfer the responsibilities to preserve or provide access to the Data Collection to another qualified agency.
5. The Partners retain the right to remove parts of or the whole Data Collection if required because of legal or ethical grounds.
6. The Partners will take reasonable care to preserve the integrity of the Data Collection and will not be liable for loss of or damage to parts of or the entire Data Collection.
7. The Partners reserve rights to any additional data, metadata or resources added by the Partners to the Data Collection.
8. The Partners are not under any obligation to take legal action on behalf of the Depositor in the event of a breach of any intellectual property rights or any other right in the Data Collection deposited.

Name on behalf of the Depositor
(please print)

Signature for the Depositor

Name on behalf of the Partners

Signature for the Partners

(please print)

Sources consulted in preparing the Data Deposit Agreement for the Canadian Polar Data Network

Data-PASS Data Deposit Agreement

http://www.digitalpreservation.gov/partners/documents/data-pass_deposit-agreement2006.pdf

United Kingdom Licence Agreement

<http://www.esds.ac.uk/aandp/create/licenceForm.pdf>

Government of Canada Open Data License Agreement

<http://www.data.gc.ca/default.asp?lang=En&n=46D15882-1>

APPENDIX 1: Alternate Dissemination Licence Agreements

A Dissemination Licence Agreement states the terms and conditions specified by the Depositor granting others access to part or all of a Data Collection. The default Dissemination Licence is an Open Data Licence described in the Definitions section above. The Depositor may provide an alternate dissemination licence, as specified in the Depositor's Terms above. The terms and conditions of any alternate dissemination licence must comply with the CPDN Operating Principles in the *Governance Charter*. This Appendix provides an outline of the content of an alternate dissemination licence and three examples.

Topics typically contained in a dissemination licence agreement cover (1) eligible users, (2) allowed uses of the data and (3) any special conditions regarding the data. Embargoes that limit the time when data are available for dissemination are handled under a separate addendum to the Data Deposit Agreement, according to the Depositor's Terms above.

The Partners, according to the Partner's Rights and Responsibilities, will implement procedures honouring the terms of a mutually accepted dissemination licence between the Depositor and the Partners and will be responsible for communicating these terms and conditions to all users of parts of or the entire Data Collection.

The Elements of an Alternate Dissemination Licence Agreement

1. **Eligible User.** The Depositor may identify a specific group or community of users for whom parts of or the entire Data Collection may only be disseminated. For example, all current employees and students at Canadian universities may be identified as a community of users. Membership within a community must be easily determined and a definition may be required in the licence to facilitate the identity of eligible users.
2. **Allowed Uses.** The Depositor may restrict the uses of parts of or the entire Data Collection. For example, the data may be used only for noncommercial purposes or the data may only be used for instructional purposes. The allowed uses of the data must be clearly specified and may require definitions in the licence.
3. **Special Conditions.** The Depositor may place special conditions on parts of or the entire Data Collection. Such conditions typically relate to the context under which the data were collected. For example, the ethics approval for collecting the data may have stipulated conditions around its secondary use. Further ethics approval may be required by the Depositor from secondary users of the data. Access to the data may only be allowed through a secure data enclave. A restriction may be made on linking the data with other unit-record data¹. The

¹ **Unit-record data** refers to a file containing data at the lowest level of its observation. These data have the potential of being linked with individual observations in other unit-record data files. The risk associated with unit-record data is linking individuals across different data sources for which permission has not been ethically approved or granted by the individuals.

Depositor may not want a user to disseminate the data and each new user has to obtain a copy from the Partners.

The following examples of alternate dissemination licence agreements are provided to illustrate these three elements.

1) Academic Not-for-Profit Use Only

The Depositor hereby grants a Dissemination Licence for the entire Data Collection allowing access to current staff and students in academic institutions for not-for-profit, educational and research uses only. This includes, without limitation, research, teaching and administrative uses carried out by eligible users. No part of the Data Collection can be disseminated by a user and linkage with other unit-record data is not permitted.

2) Not-for-profit Use

The Depositor hereby grants a Dissemination Licence allowing not-for-profit use for the entire Data Collection. This includes, without limitation, research, teaching and administrative uses carried out by or on behalf of the following categories of users:

- i) academic - members of staff and students of post-secondary educational institutions and recognised research centres or organisations;
- ii) personal interest - individuals conducting not-for-profit research unconnected with employment or institutional affiliation, e.g. local historians;
- iii) government, public and private not-for-profit organizations, e.g. charitable bodies or non-profit research organizations, or organizations funded by local and central government.

No part of the Data Collection can be disseminated by a user.

3) Sensitive data, restricted access

The Depositor hereby grants a Dissemination Licence allowing controlled access to the parts of the Data Collection identified as sensitive in the Data Deposit Agreement. These data were initially collected under ethics approval requiring (1) a secondary ethics approval to use the data and (2) controlled access through an institutional data enclave established for managing and processing sensitive data. Special procedures must be followed between the Partners and the data enclave in providing a copy to the enclave. These data cannot be removed from the enclave nor can any analysis output be removed that would disclose the identity of records in the data.