

ISPS Data Archive
Data Deposit Agreement
---DRAFT May 17, 2011---
---Under General Counsel review---

Terms of Data Deposit Agreement

Your decision to deposit data in the ISPS Data Archive requires that you accept the terms of this Data Deposit Agreement. This agreement grants permission to Yale University, on behalf of ISPS, to (1) archive files associated with scholarly studies, and (2) to distribute these files for the purpose of replication (hereafter, Replication Files).

Specifically, by using the ISPS Data Archive, you accept the terms of this agreement, and you (or your proxy, on your behalf) agree to the following (please check each item if you agree):

- (1) You accept and agree to abide by ISPS Terms of Use <link>.
- (2) You agree that you will comply with all applicable laws and licenses.
- (3) If you are not the data owner, you represent that you have obtained the unrestricted permission of the owner to grant Yale University, on behalf of ISPS, the rights required by this license, that you will inform the data owner that ISPS administrators have access to all content, for purposes of maintaining the system and assisting users, in accordance with the policies specified here (ISPS does not make data available by other means such as FTP, removable media, etc.), and that the owner of the material will be clearly identified and acknowledged within the text or content of the submission.

Important: The ISPS Data Archive expects all data contributors to comply with applicable copyright laws. Use of third-party copyrighted material without permission or that does not fall under one of the statutory exceptions, including but not limited to fair use, is illegal, unethical, exposes Yale University to significant financial liability.

- (4) If some or all of the Replication Files you submit to the ISPS Data Archive are your original work, you represent that you have the right to grant the rights granted by you under this license. You also represent that your submission does not and, to the best of your knowledge, will not infringe upon anyone's intellectual property rights, including without limitation copyright, trademark, contractual or any other rights of any third parties.
- (5) If some or all of the files you submit to the ISPS Data Archive are based upon work that has been sponsored or supported by an agency or organization other than ISPS, you represent that you have fulfilled any right of review or other obligations required by such contract or agreement.
- (6) You represent that you have made a reasonable effort to ensure that data contained in your submission and distributed via the ISPS Data Archive are accurate. Please see the Best Practices and Tips sections of the About the ISPS Data Archive document <links> for more information about format and content specifications.
- (7) You agree that Yale University, on behalf of ISPS, is not responsible for the digital content of the Replication Files in the ISPS Data Archive, including, but not limited to, errors or omissions in any content, or any loss or damage of any kind incurred as a results of the use of any content uploaded, posted, emailed, shared and/or otherwise made available via the ISPS Data Archive.

What is the purpose of your deposit?

- (8) Archival only
(i.e., no files can be distributed). (You may skip to the signature portion of this document.)
- (9) Archival and distribution
(i.e., some or all files can be distributed).

Check the items below only if you allow distribution of Replication Files:

- (10) You agree to grant Yale University, on behalf of ISPS, the non-exclusive right to distribute your Replication Files, via the ISPS website under a [Creative Commons Attribution-Non Commercial-No Derivatives 3.0](#) license <link to About the Archive doc>, and that you have fulfilled any right of review or other obligations required by any contract or agreement as it pertains to rights.
- (11) You represent that in your use of the ISPS Data Archive will not be in violation of any applicable laws or policies, including those pertaining to the protection of private and confidential information.
- (12) You certify that in preparing this submission for public distribution, you have removed all information identifying the research subjects in these data, and you have used due diligence in preventing information in the collection from being used to disclose the identity of research subjects (see more information here <link to ISPS Data Archive_About>).
- (13) You agree to release and hold harmless Yale University, on behalf of ISPS, from any and all liability from claims arising out of any legal actions, including actions concerning identification of research subjects, breaches of confidentiality, or invasions of privacy by or on behalf of said subjects.
- (14) You agree that, for purposes of preservation and usability, ISPS may make and keep multiple copies of your Replication Files, including copies of your Replication Files in other digital formats.
- (15) You agree that, ISPS Data Archive team will prepare your Replication Files for distribution in the following way:
 - a. Deposit all files obtained from the data contributor in the Yale repository,
 - b. Create copies of the files and standardize file names according to ISPS Data Archive naming conventions,
 - c. Clean data files, including adding or clarifying variable- and value-labels and providing advice and direction regarding confidential information,
 - d. Confirm replication of published results,
 - e. Convert Data Files to ASCII when needed,
 - f. Convert program files to R <link to R www.r-project.org> when needed,
 - g. Create a codebook with variable and value labels in XML format <link to DDI www.ddialliance.org>,
 - h. Create a metadata file describing the study and associated files,
 - i. Invite you to review the files.

See more about <link to How to Archive? Post-Deposit>.

- (16) You acknowledge that you are solely responsible for the correctness of the materials, their adherence to high academic standards, and their accuracy. The Archive team will afford you an opportunity to review the materials and you agree to make yourself reasonably available to assure that it meets the requirements set forth in Paragraph (11) and Paragraph (12) above in advance of electronic publication.
- (17) If you publish your submission in another repository, it is your responsibility to review and adhere to the Terms of Use, licensing agreements, and other applicable policies of that repository <link>.

- (18) ISPS will clearly identify your name(s) as the author(s) or owner(s) of the Replication Files, and will not make any alteration, other than as allowed by this license, to your submission.
- (19) You agree that Yale University, on behalf of ISPS, has the right to limit access to Replication Files from the ISPS Data Archive in the event of a violation of any of the terms of this document. In addition, you have the right to request restricted access to already public Replication Files from the ISPS Data Archive for the following reasons: (a) Funder requirement or (b) Reaching pre-determined time limit on data.

I, _____, have read the ISPS Data Archive Data Deposit Agreement and, in accordance with the terms in this Agreement, I give permission to Yale University, on behalf of ISPS, to archive my Replication Files for the study named here.

Name: _____

Signature: _____

Study Name: _____

Date: _____

mm/dd/yyyy

Please email this form to limor.peer@yale.edu or contact with any questions. Thank you!