

## META-SHARE Depositor's Agreement

### 1. Preamble

This Depositor's Agreement contains important information regarding the terms and conditions of depositing Language Resources in and making them available through the META-SHARE Network.

### 2. Parties

**2.1** The legal or natural person with all legal rights or licences necessary to license and deposit the Language Resources, hereafter referred to as the Depositor, <Name>, <Organisation>, <Address>, <Email>.

**2.2** META-SHARE Network member, <Name>, <Organisation>, <Address>, <Email>, that has or has made the necessary arrangements to the same effect with a person that has ownership and control over the technological arrangements necessary for the storage, preservation and dissemination of the Language Resources, hereafter referred to as the Repository.

### 3. Licence

**3.1** The Depositor grants the Repository a non-exclusive licence to perform the acts described under 3.2, on all data, content, software or any other material protected under IPR for which the Depositor has the necessary Intellectual Property Rights, hereafter referred to as Resource.

**3.2** The Repository is authorised by the Depositor to include the Resource (or substantial parts thereof) in its archives and to make it available in any possible form and means, in compliance with the licensing agreement(s) appearing in Appendix II corresponding to the resource(s) appearing in Appendix I.

### 4. The Depositor

**4.1** The Depositor declares that he is a holder of rights to the Resource, or the only holder of rights to the Resource, under the relevant legislation or otherwise, and/or is

entitled to act in the present matter with the permission or licence of other parties that hold the necessary rights for the materialisation of this Agreement.

**4.2** The Depositor indemnifies the Repository against all claims made by other parties against the Repository with respect to the use, dissemination and re-use of the Resource or any other claim related to the Resource and declares that the Resource contains no data or other elements that are contrary to the law or public regulations.

## **5. The Repository**

**5.1** The Repository takes all appropriate measures and to the best of its ability and resources in order that the deposited Resource is archived and preserved in a sustainable manner and remains legible and accessible and processable.

**5.2** The Repository undertakes the obligation, to the extent possible, to preserve the Resource unchanged in its original digital format, taking account of current technology and the costs of implementation. The Repository reserves the right to make modifications with respect to the format and/or functionality of the Resource provided this serves its mission, i.e. it contributes to the sustainability, distribution and re-use of Content.

**5.3** The Repository takes all the necessary technical, legal and organizational arrangements so that the Resource is distributed in accordance with the licence provided by the Depositor, the integrity of the Resource is preserved and unauthorised access by third parties is prevented.

## **6. The Resource**

**6.1** The Resource to which the licence relates is specified in the Appendix I to this Agreement and the licences per Resource in Appendix II. Appendices I and II form an integral part of this Agreement.

**6.2** The Depositor makes all reasonable effort so that the Resource is compliant with the specification provided by the META-SHARE network.

**6.3** The Depositor will supply the Resource by means of a method and medium as well as format deemed acceptable by the Repository.

## **7. Removal of Resource / changes to access conditions**

**7.1** The Depositor reserves the right to request the Repository not to make the Resource available for a temporary period or permanently, provided that this is in accordance with the licence making the work available. In such cases, the Repository reserves the right to retain the Resource in its archive, but shall no longer allow anyone to access the Resource or substantial parts thereof.

**7.2** On the basis of sufficient and clearly justified grounds, the Repository reserves the right to remove the Resource from the archive wholly or in part, or to restrict or prevent access to the Resource on a temporary or permanent basis. In the case of such removal the Repository is obliged to promptly inform the Depositor and notify the members of the META-SHARE network.

## **8. Availability to third parties and META-SHARE members**

**8.1** The Repository makes the Resource available to META-SHARE network members and third parties or to the persons or range of persons specified by the Depositor and in accordance with the licensing conditions provided by the Depositor, which have to be communicated clearly to potential users of the Resource. Agreeing with the relevant licensing terms is a condition for accessing the Resource.

**8.2** In the absence of specific terms and conditions over the resource, the Repository is obliged to seek permission from the lawful rights owner and to make the Resource accordingly available.

**8.3** The Repository may make the Resource (or substantial parts thereof) available to third parties:

- if the Repository is required to do so by legislation or regulations, a court decision, or by a regulatory or other institution
- if this is necessary for the preservation of the Resource and/or the data archive and the Depositor is promptly notified.

**8.4** The Repository may transfer all Intellectual Property Rights along with the licences obtained through this Agreement to another Repository, which will undertake all the obligations described in this Depositor's Agreement if it cannot fulfill the obligations contained in this Depositor's agreement or ceases to exist and/or its activities in the field of data-archiving are terminated. The new Repository by making use of the Resource in any possible way is undertaking all the obligations of the

previous Repository as described in this Agreement.

**8.5** The Repository shall publish the metadata and documentation, in accordance to the terms and conditions provided by the Depositor and in accordance to the relevant laws including Data Protection and Privacy Laws as well as confidentiality or other pre-existing agreements limiting the use, dissemination and re-use of the meta-data.

**8.6** The general information about the research and the metadata relating to the Resource shall be included in the Repository's databases and publications and are to be disseminated in accordance to the licensing arrangements the Depositor makes.

## **9. Termination of the Depositor**

Following the termination of the Depositor, provided that (a) that the work is not already licensed under a Creative Commons or an equivalent licence and (b) there is no legal succession OR (c) where in accordance to the law, the IPR is transferred to the Depositor's heirs and they have not affirmatively asserted that they will to exercise these rights within a period of one year, then all IPRs are transferred to the Repository under the condition that they are further licensed under a Creative Commons licence.

## **10. Liability**

**10.1** In all cases, the Repository shall make all reasonable effort to ensure no data loss or damage occurs.

**10.2** The Repository has no liability for any damage or losses resulting from acts or omissions by third parties to whom the Repository has made the Resource available.

## **11. Term and termination of the Agreement**

**11.1** This Agreement shall come into effect on the date on which the Repository receives the Resource (hereafter the deposit date) and shall remain valid for the duration of the META-SHARE network. Cancellation of this Agreement is subject to a period of notice of six months, and notice shall be given in writing.

**11.2** Notwithstanding point (a), this Agreement shall end when the Resource is removed from the Repository in accordance to the terms and conditions of this Agreement.

**11.3** If the Repository ceases to exist or terminates its data-archiving activities, the

Repository shall attempt to transfer the data files to an organisation that will undertake all the obligations described in this Agreement.

### **The Parties**

**Depositor:**

**For the Repository:**



## Appendix I

<Resource Short Name>, <Resource Name>

## Appendix II

The Repository is permitted to make the Resource(s) of Appendix I available under the following licence(s):

<Licence Name>

<Licence Text><sup>1</sup>

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<sup>1</sup> The full text of the licence(s) can either be appended to this Agreement as a separate document or inserted here.