

Deposit Agreement

Definitions and Terms

Submitter – The researcher(s)/creator(s)/principal investigator(s) and contributor(s) of work(s) submitting to the University of Malta (UM) Data Repository - drUM.

Data – Some examples of data include but not limited to, notebooks, spreadsheets, questionnaires, transcripts, codebooks, statistical or spatial data tables, audio or visual recordings, photographs, models, scripts, algorithms, software methodologies or workflows.

Raw data is not acceptable. However, a link can be provided to raw data stored in a project or discipline-specific platforms.

The Library – UM Library including its branches and staff who support the teaching, learning and research activities.

Data Repository (drUM) – drUM is the UM's data repository. It is an online platform that collects, archives, organises and disseminates data generated by UM researchers.

Terms and Conditions

1. Submitter's Declaration

I hereby grant to the University of Malta's Data Repository - drUM, a copy of my data on the terms outlined below.

I guarantee that:

- 1.1 I am the creator of all or part of the data being submitted. If I am not the creator of all of the data being submitted, I guarantee that I have written approval from the co-creator of the data being submitted agreeing to the submission to the University of Malta's Data Repository.
- 1.2 The data is not in any way a violation or infringement of copyright, trademark, patent, or other rights whatsoever of any person.
- 1.3 If the data has been commissioned, sponsored or supported by any organisation, I guarantee that I have fulfilled all obligations pertaining to sponsors, publishers, collaborators, etc. and obtained all necessary written approvals for the submission to the University of Malta's Data Repository.
- 1.4 The University of Malta shall not be held responsible against any third party claims including but not limited to alleged intellectual property infringements and I shall fully indemnify the University of Malta against any such claims.

2. drUM Rights and Responsibilities

- 2.1 May distribute copies of data worldwide, in electronic format via any medium for the lifetime of the repository for the purpose of Open Data.
- 2.2 May electronically store, convert or copy the data to ensure its future preservation and accessibility, security and back-up.
- 2.3 May incorporate metadata or documentation into public access catalogues for the data.
- 2.4 Shall retain the right to remove the data for legal, ethical or administrative reasons, or if it is found to violate the legal rights of any person.
- 2.5 Shall not be under obligation to take legal action on behalf of the submitter or other rights holders in the event of infringement of intellectual property rights or any other rights in the data deposited.
- 2.6 Shall not be under obligation to reproduce, transmit or to display the data in the same format or software as that in which it was originally created.

3. Software

- 3.1 Copyright of additional data, software, user guides and documentation to assist end users in using drUM shall belong to the University of Malta.
- 3.2 While every care will be taken to preserve the data deposited in drUM, the Library shall incur no liability, either expressed or implicit of loss of, or damage to any of the data.

The Agreement

By depositing or authorising the deposit of your data, you are agreeing to the above Terms and Conditions.

You certify that:

- *You are the creator of the data and that you have consulted any joint creators of the data where they exist, of your intention to deposit the data in drUM.*
- *The data is original and to the best of your knowledge does not infringe the intellectual property rights, including copyright of any third party.*
- *The third party material in the data is identified and acknowledged and that permissions have been secured for the third party copyright material to be reproduced and made available on corresponding licence terms in drUM.*

- *The grant of rights in this Agreement does not constitute a breach of any other agreement, publishing or otherwise, including any confidentiality or publication restriction or collaboration agreements governing your research or work or that of those who have authorised you to grant rights given in this Agreement on their behalf at the University of Malta or elsewhere.*

The Library agrees to:

- *Clearly identify your name(s) as the creator(s) of the submission and will not make any alterations other than as allowed by this license to your submission. You will retain rights to all submission.*
- *Convert formats as necessary to ensure that they can be read by computer systems in the future.*