

Policy Number PP13

1st January 2018

The Digital Repository of Ireland

Terms and Conditions of Deposit

Definitions

Except where the contrary intention appears or the context otherwise requires, where a word or phrase defined in primary or secondary legislation is used in this Agreement, then the legislative definition shall apply.

Access permissions	The restrictions placed on access by the Depositor.
Authorise/ De-authorise	Authorisation is a function which specifies access rights to resources. Authorisation is related to computer security. A user with authorisation is a user with official power or permission to perform certain tasks. This may include permission to upload or modify digital objects and metadata in the system.
Bulk Export	Any act of copying a digital object and its associated metadata from the System.
Deposit	Any act of uploading or modifying, and publishing file or digital object and its associated metadata to the System.
Depositor	The person or persons authorised by the Organisational Manager to upload or modify digital objects to the system.
Digital Object	A digital object refers to any material and its associated metadata provided by the Depositor under the title applied in the metadata and deposited under the terms and

	conditions of the Organisational Manager Agreement and the Deposit Terms and Conditions.
Digital Object Identifier	The International DOI Foundation has developed DOI names (Digital Object Identifier names) as actionable persistent identifiers for content-related entities. The system then provides for persistent and actionable identification and interoperable exchange of managed information on digital networks.
Persistent identifier	Persistent identifiers are unique, maintainable links to digital objects which provide continuous access to the object, even if it moves servers or moves to the responsibility of a different organisation.
Organisational Manager	The person or persons who has authority, on behalf of their Organisation, to deposit material in the Repository and to undertake all other actions outlined in the Organisational Manager Agreement (including the application of licences and access permissions to digital objects and the assignment of roles to additional users who have permission to deposit).
Roles	The set of tasks an individual has permissions to carry out in the Repository, as granted by the Organisational Manager.
System	The Digital Repository of Ireland technical repository infrastructure.
The Repository	The Digital Repository of Ireland
Users	Individuals registered by the Repository to use the Digital Objects or a member of an institution registered by the University to use the Repository under the Organisational Agreement.

This non exclusive, irrevocable and perpetual license ensures that the original creators of the digital object retain the ownership, copyright and associated intellectual property rights in all deposited digital material.

The Depositor warrants that they are the owner of the copyright, and any associated intellectual property rights, of the digital objects; or they are duly authorised by the owner, or owners, of these rights and capable of granting under this agreement a licence under the terms outlined below.

The Depositor:

D1. Has authority, on behalf of their Organisation, to deposit material in the Repository and to undertake all other actions outlined below (including the application of licences and access permissions to digital objects and the assignment of roles to additional users who have permission to deposit).

D2. Will ensure that correct rights statements, and where applicable, licensing statements, are applied to the digital objects in the System.

D3. Will ensure that, in the case of an Orphan Work, that Work has been registered with the EU IPO Orphan Works Database, and the file number provided by that Database will be provided in the metadata associated with the Work.

D4. Will ensure that in the case of research data with human subjects that consents collected are ethically and legally appropriate and sufficient to allow deposit to DRI.

Will promptly notify The Repository of any copyright, confidentiality, privacy, data protection, defamation, or similar or related issues pertaining to the digital objects.

Will act promptly to edit access permission where any such issue has arisen.

Will act promptly in association with the Repository to ensure that the most appropriate action is taken, including but not limited to actions pursuant to any applicable notice and action procedure.

D5. Will ensure that appropriate access permissions are applied to the digital objects in the System.

The Repository will not assume responsibility for the setting of access permissions or access given in error by the depositor. All access to restricted content is managed by the depositing institution who can grant and revoke access to collections and digital objects.

D6. Will ensure that the correct organisational affiliation and any associated logos are applied to each digital object in the System as appropriate.

D7. Will ensure that each digital object in the system has an associated metadata record.

D8. Will ensure that the digital objects deposited meet the Repository documented standards (including but not limited to those pertaining to licensing, metadata and formats).

D9. Grants the Repository the right to make available the digital object according to the access permissions set by the depositor.

D10. Will ensure that contact details for the organisation are applied to collection level metadata, on a per collection basis and updated as necessary.

D11. Grants to the Repository, and to any third party duly nominated by the Repository, a non-exclusive, irrevocable and perpetual licence to make available all digital objects deposited in the System, and all ingested metadata.

In particular, grants to the Repository, and to any third party nominated by the Repository, the right to make available certain metadata fields [Title, Creator, Publisher, Publication Year and DOI] under a public domain dedication.

D12. Understands that, ultimately, it is solely a matter for the Repository whether or not an object will be stored or retained in or removed from the system, or made available to the public , including but not limited to actions pursuant to any notice and action procedure.

The Repository:

R1. Does not assume sole responsibility for access to and availability of any digital object. Depositors are allowed to make their own digital objects available in any means that they wish.

R2. Will take all reasonable and lawful steps to ensure that the permissions granted by the depositor will be enforced by the system.

R3. Will display the rights statements applied to digital object by the Depositor in the System.

R4. Has the right to aggregate metadata associated with the digital objects.

R5. Will assign a persistent identifier to each digital object.

R6. Will ensure that all metadata in the Repository is publicly accessible.

R7. Will make available statistics to the Organisational Manager on the use of the digital objects.

R8. Will decide whether or not an object will be stored or retained in or removed from the system, or made available to the public, including but not limited to actions pursuant to any notice and action procedure..

R9. May, from time to time, need to make minor amendments to the terms of this agreement for operational reasons; and will promptly notify the Organisational Manager of any such amendment

Both Parties Agree:

B1. Any controversy, claim, dispute, or difference arising out of or in connection with this Agreement shall be settled by arbitration; the place of arbitration shall be Dublin, Ireland; and the language to be used in the arbitral proceedings shall be English.

The Arbitration Tribunal shall consist of a single arbitrator appointed by agreement between the parties or, failing agreement between the parties within 30 days after a request for arbitration is made by any party, appointed on the application of any party by the President for the time being of the Law Society of Ireland.

B2. Subject to clause B1, the courts of the Republic of Ireland shall have exclusive jurisdiction to hear and decide any court proceedings relating to this Agreement.

B3. This Agreement shall be governed by and construed in accordance with the law of the Republic of Ireland.

I agree to the above terms and conditions of deposit [tick-box]