



ADA License Terms and Conditions of Use (Undertaking Form) Selection Information

As part of your Licence Agreement with the Australian Data Archive (ADA), you the Data Owner, require the ADA to store and provide access to your datasets in a responsible manner. Similarly, all users of the datasets are required to accept and adhere to the Terms and Conditions of Use for the material supplied to them, as stipulated by you, the Data Owner.

To help you determine the most suitable Access Category and Terms and Conditions of Use, the table below details those Terms and Conditions of Use that can be applied to each of the four standard access categories (Open Access, Recorded Open Access, ADA Managed Access and ADA Facilitated Access) and the Non-Standard Access category.

		ADA Access Category				
		Standard Access			Non-Standard Access	
		Open Access	Recorded Open Access	ADA Managed Access (General Access)	ADA Facilitated Access (Restricted Access)	Non-Standard Access (Special Access)
and ons	Creative Commons	Yes	Yes	No	No	Yes
Terms and Conditions of Use	ADA Standard	Yes	Yes	Yes	Yes	Yes
Cor	Non- Standard	No	No	No	No	Yes

This document provides you with the standard template wording for both the Creative Commons (CC) and ADA Standard Terms and Conditions (items 1 and 2 below), both are offered to you for use with your material. One of these options must be selected by you for use with your dataset, the details of which will then be entered into Dataverse under the dataset Terms Tab by ADA staff prior to publishing your dataset. Before accessing or downloading any of your data, all users will be required to 'Accept' these Terms and Conditions of Use.

If either of these sets of Terms and Conditions are not acceptable to you, bespoke Non-Standard Terms and Conditions of Use can be created for your dataset. These Non-Standard Terms and Conditions (Item 3 below) must be drafted by you, and are to be uploaded to the dataset with a signed License Agreement Form for approval by the ADA Director. Non-Standard Terms and Conditions of Use automatically result in your data access category being identified as Non-Standard Access.

In addition to the Terms and Conditions of Use, you may also request that information be collected about the intended user and their prospective use of your dataset. This is achieved through the completion of a License Access Guestbook prior to the dataset being made available for download. The License Access Guestbook is also used to collect information that is required to support access decisions, for example where access to a dataset is restricted and is based upon the satisfaction of certain criteria that you set for your data. Additional information regarding





the License Access Guestbook and the standard question sets available for use can be found in the ADA License Access Guestbook Selection Information.

Terms and Conditions of Use Field

	One of the follow dataset.	ing sets of Terms and Conditions options (1, 2 or 3) should be selected for your				
П	1. Creative Com	mons (CC) License Terms and Conditions of Use				
_	To support Open and Recorded Open Access categories only, you have the ability to choose from a series of CC licenses, each with its own Terms and Conditions of Use. For further information on CC licenses please refer to the CC website . To assist with the selection of the correct type of CC license for your dataset, you can use the CC Choose a License Tool . Where a CC License is to be utilised, you are also required to select one of the following standard types of CC License for the deposit. The Terms and Conditions of Use option that you have selected below for your license will then be incorporated into the dataset Terms fields by ADA staff.					
		Apply CC0 License Conditions (Universal Public Domain Dedication)				
		This license lets others copy, modify, distribute, remix, tweak, and build upon your work, even commercially, without any form of permission. The work has been dedicated to the public domain and all rights have been waived to the work under copyright law.				
		Apply CC BY License Conditions (Attribution)				
		This license lets others distribute, remix, tweak, and build upon your work, even commercially, as long as they credit you for the original creation. This is the most accommodating of licenses offered. Recommended for maximum dissemination and use of licensed materials.				
		Apply CC BY-SA License Conditions (Attribution-ShareAlike)				
		This license lets others distribute, remix, tweak, and build upon your work even for commercial purposes, as long as they credit you and license their new creations under the identical terms. This license is often compared to "copyleft" free and open source software licenses. All new works based upon yours will carry the same license, so any derivatives will also allow commercial use. This is the license used by Wikipedia, and is recommended for materials that would benefit from incorporating content from Wikipedia and similarly licensed projects.				
		Apply CC BY-ND License Conditions (Attribution-NoDerivs)				
		This license lets others reuse the work for any purpose, including commercially; however it cannot be shared with others in adapted forms, and credit must be provided to you.				
		Apply CC BY-NC License Conditions (Attribution-NonCommercial)				
		This license lets others remix, tweak, and build upon your work non-commercially, and although their new work must also acknowledge you and be non-commercial, they don't have to license their derivative works on the same terms.				
		Apply CC BY-NC-SA License Conditions (Attribution-NonCommercial-ShareAlike)				
		This license lets others remix, tweak, and build upon your work non-commercially, as long as they credit you and license their work under the identical terms.				
		Apply CC BY-NC-ND License Conditions (Attribution-NonCommercial-NoDerivs)				
		This license is the most restrictive of the six main licenses, only allowing others to download your works and share them with others as long as they credit you, but				





they can't change them in any way or use them commercially.

2. ADA Standard License Terms and Conditions of Use

To support all Access categories, you have the ability to select an approved ADA standard set of license Terms and Conditions of Use. These have been developed over a number of years by ADA staff and incorporate the core requirements that most Data Owners require users of their data to adhere to when accessing and reusing it. The Undertaking and associated Terms and Conditions of Use are detailed below. If this option is selected for your license, the details will then be incorporated into the dataset Terms fields by ADA staff.

Undertaking

I hereby undertake that I will use the materials supplied to me by the Australian Data Archive (ADA) at The Australian National University (The ANU) for non-commercial research and educational purposes only, in accordance with and subject to the conditions set out in the Terms and Conditions of Use below.

I also consent to my name and institutional affiliation being provided to the Data Owners so that they may collect information about the usage of their data and make contact with colleagues with similar interests (not applicable to Open Access data).

Terms and Conditions of Use

I acknowledge that:

- 1. Use of the material is restricted to use for analytical purposes and that this means that I can only use the material to produce information of an analytical nature. Examples of such uses are:
- (a) The manipulation of data to produce means, correlations or other descriptive summary measures;
- (b) The estimation of population characteristics from sample data;
- (c) The use of data as input to mathematical models and for other types of analyses (e.g. factor analysis); and
- (d) To provide graphical and pictorial representation of characteristics of the population or sub-sets of the population.
- 2. The material is not to be used for any non-analytical purposes, or for commercial or financial gain, without the express written permission of the ADA Director. Examples of non-analytical purposes are:
- (a) Transmitting or allowing access to the data in part or whole to any other person / Department / Organisation not a party to this undertaking; and
- (b) Attempting to match unit record data in whole or in part with any other information for the purposes of attempting to re-identify individuals.
- 3. Outputs (such as statistics, tables and graphs) obtained from analysis of these data may be further disseminated provided that I:
- (a) Acknowledge both the original depositors and the ADA;
- (b) Acknowledge another archive where the data file is made available through





the ADA by another archive; and

- (c) Declare that those who carried out the original analysis and collection of the data bear no responsibility for the further analysis or interpretation of it.
- 4. Use of the material is solely at my risk and I indemnify the ADA and its host institution, The ANU.
- 5. The ADA and its host institution, The ANU, shall not be held liable for any breach of this undertaking.
- 6. The ADA and its host institution, The ANU, shall not be held responsible for the accuracy and completeness of the material supplied. The material being supplied on an 'as-is' basis.
- 7. Once access has been granted to the data, abuses of access rights, breaches of this undertaking, or failure to keep the data safe, may result in the application of restrictions. Restrictions will escalate in severity depending upon the seriousness of the breach and vary from termination of access to the user and/or institution, on either a temporary or permanent basis, through to potential legal action in the most extreme cases.
- 8. I will notify promptly the ADA of any non-compliance with these Terms and Conditions of Use or of any infringements of the data, including unintentional disclosure or any errors within the data of which I become aware.
- 9. At the conclusion of my research notify of use. This may include the offer of publication to the ADA any new dataset that has been derived from the materials supplied or which have been created by the combination of the material supplied with other available data. The deposit of the derived dataset will include sufficient supporting documentation to enable the new dataset to be made accessible to other users.

3. Non-Standard License Terms and Conditions of Use

To support the Non-Standard Access category, you have the ability to create your own bespoke license Terms and Conditions of Use. These should where possible be based loosely around the ADA standard Terms and Conditions of Use, but it is accepted that they could vary based upon organisational requirements. Where Non-Standard Terms and Conditions of Use are required, you should liaise with ADA staff as early as possible to seek agreement. The Terms and Conditions should be detailed in full below, and are to be submitted along with the completed and signed License Agreement Form, ensuring that a full audit trail of the License is available for archive. You should also ensure that the Non-Standard Access and Non-Standard Terms and Conditions of Use options have been selected on the signed License Agreement

Enter your bespoke, draft Non-Standard Terms and Conditions of Use here for approval by the ADA.

4. ADA Standard License Terms and Conditions of Use Additional Information Fields

Within the ADA Dataverse are a series of additional information fields that you can use to augment or elaborate on the Terms and Conditions of Use without amending them so much that the dataset would require reclassification as requiring Non-Standard Access. The following template wording is provided for each of those supplementary fields. Where no deviation from this wording is required by you, the dataset will be populated with the ADA Template wording as detailed below when the box adjacent to the text has been selected.





For changes to this standard wording, you should tick the appropriate selection box adjacent to the relevant information field heading, then enter all changes in red text or as tracked changes, thus highlighting to the ADA staff where the differences occur. The information will be reviewed by ADA staff and entered under the 'Terms' Tab of the Dataset.

Confidentiality Declaration
The user is required to 'Accept' the Undertaking and Terms and Conditions of Use prior to requesting access to the dataset and prior to downloading any material.
Special Permissions
Access to this data file is Open/Recorded Open/ADA Managed/ADA Facilitated/Non-Standard* (delete as required).
The Data Owner has requested that the user apply for permission to access this dataset. An Access Guestbook application must be completed and submitted to the ADA via Dataverse to allow the access decision to be made by the ADA/Data Owner* (delete as required for ADA Managed and ADA Facilitated access respectively).
The ADA will contact the Data Owner on your behalf where their permission is required to facilitate the access (ADA Facilitated Access datasets only).
Restrictions
The Data Owner may be informed (by the ADA) of use being made of their data, in order to comment on that use and to make contact with colleagues of similar interests.
Citation Requirements
All manuscripts based in whole or in part on these data should:
(i) Identify the data and original investigators by using the recommended bibliographic reference to the data file;
(ii) Acknowledge the ADA and, where the data are made available through the ADA by another archive, acknowledge that archive;
(iii) Declare that those who carried out the original analysis and collection of the data bear no responsibility for the further analysis or interpretation of them.
Depositor Requirements
The Data Owner has request that a copy of any published work be sent to them after using this data. The copy of the report should be sent to: (data owner to insert contact details here where required).
Conditions
In order to assemble essential information about archival resources and to facilitate the exchange of information about users' research activities, individuals are required to email ADA (ada@anu.edu.au) with the bibliographic details and, where available,

online links to any published work (including journal articles, books or book chapters, conference presentations, theses or any other publications or outputs) based wholly or

in part on the material.





Disclaimer

Use of the material is solely at the user's risk. The Data Owner, The ANU and the ADA shall not be held responsible for the accuracy and completeness of the material supplied.

Submission of Documents

This completed form along with the supporting signed License Agreement Form and the License Access Guestbook Supporting Information (if required) should be submitted to the ADA by uploading them to the dataset as Supporting Documentation if you are Self-Depositing with the ADA, or via email to ada@anu.edu.au for all other data deposits.