

Greo Dataverse

DEPOSITOR AGREEMENT

Between:

Greo
Suite 195, 3-304 Stone Road West, Guelph, Ontario, N1G 4W4
("Greo")

And

(the **"Depositor"**)

WHEREAS a purpose of the Greo Dataverse is to retain, preserve, and make accessible Datasets arising from research in the field of problem gambling;

AND WHEREAS the Depositor intends by entering into this Agreement to deposit a copy of certain research data for the use of other researchers, subject to the terms and conditions herein;

NOW THEREFORE the undersigned parties agree as follows:

1. DEFINITIONS

In this Agreement:

"Dataset" means the electronic file or files containing research data, associated descriptive metadata, and the supporting documentation sufficient to make that data useable, as defined in Schedule A;

"Embargo Period" means the period identified in Schedule A during which the Dataset or a part thereof shall have been deposited with the Greo Dataverse but shall not be made available to third party users;

"Intellectual Property" means (a) any and all proprietary rights provided under, (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, or (v) any other statutory provision or common law principle applicable to the protection of intangible proprietary information or rights, including, without limitation, trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions, analysis, data or know-how generally, or the expression in any form, or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and (b) any and all applications, registrations, licences, sub-licences, agreements or any other evidence of a right in any of the foregoing

“Metadata” means accompanying information that describes, explains, locates, or facilitates the retrieval, use, and management of electronic files containing research outputs, including but not limited to Author’s name(s), publishing date, description of content, and other such related information;

“Preservation Policy” means the Greo Dataverse Preservation Policy for Datasets attached hereto as Schedule D and forming part of this Agreement;

“Open Data” means data in the Greo Dataverse which is available to users without any restrictions imposed by the Depositor;

“Restricted Data” means data in the Greo Dataverse which is available to approved users subject to restrictions as identified in Schedule A;

“Submissions Policy” means the Greo Dataverse Submissions Policy for Datasets attached hereto as Schedule B and forming part of this Agreement;

“Withdrawal Policy” means the Greo Dataverse Withdrawal Policy for Datasets attached hereto as Schedule C and forming part of this Agreement;

2. DEPOSITOR REPRESENTATIONS AND WARRANTIES

The Depositor represents and warrants the following:

- (a) The Depositor is either:
 - (i) the sole owner of the Intellectual Property in the Dataset; or
 - (ii) authorized in writing by the owner of the Intellectual Property in the Dataset to deposit the Dataset with the Greo Dataverse,

and in either case has the right to grant Greo the licence to use the Dataset in accordance with the terms set out in Section 5 of this Agreement.

For greater clarity, the Depositor represents and warrants that Greo’s use of the Dataset as described in Section 5 of this Agreement and as further described in the Greo Terms of Use Agreement, a copy of which is available on the Greo website, will not infringe the rights of any third party, whether arising from contractual agreement, common law, or statute.

- (b) By depositing the Dataset, the Depositor is not violating any laws or breaching any third-party agreements, including but not limited to funding agreements.
- (c) The Dataset does not contain any content that is threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of an individual’s privacy, tortious, obscene, offensive, or profane.
- (d) The Dataset does not contain any software viruses or computer codes, files, or programs capable of allowing unauthorized access or disrupting, damaging,

limiting, or interfering with the proper functioning of Greo or other Dataset user's software, hardware, or telecommunications equipment.

- (e) The Dataset does not contain information that could directly or indirectly identify research subjects, including but not limited to social insurance numbers, health plan numbers, certificate/licence numbers, medical record numbers, other account numbers, or biometric identifiers, except where one of the following exceptions applies:
 - (i) the identifying information is already in the public domain;
 - (ii) this identifying information describes a public figure and relates to their public role or other similar non-sensitive subject matter;
 - (iii) a sufficient length of time has passed since the collection of the information such that the data can be considered "historic";
 - (iv) the identified subjects have given explicit informed consent to the public release of their identifying information;
 - (v) the identifying information was collected with an explicit statement concerning the public nature of the data, such as information collected for governmental regulatory purposes; or
 - (vi) for federal government records only, all identified subjects are deceased and no federal statute explicitly restricts the release of the data.
- (f) Where Datasets were produced as a product of funded research, all funding obligations have been met and no provision of the funding or research agreement prohibits the submission of the Dataset to the Greo Dataverse.

3. RESTRICTED DATA

The Dataset shall be categorized in Schedule A as either Open Data or Restricted Data. Greo will ensure through its platform software that third party use of the Dataset will be subject to restrictions if any identified in Schedule A.

4. EMBARGO PERIOD

Greo will ensure that the Dataset or any part or parts thereof which are subject to an Embargo Period shall not be made available to third party users during such period. An embargo period cannot exceed two years.

5. LICENCE

The Depositor hereby grants Greo a non-exclusive, worldwide, perpetual and royalty-free licence to use, reproduce, preserve, permanently archive, and make available to other users, the Dataset, subject to any Restrictions and/or Embargo Periods identified in Schedule A.

Without limiting the generality of the foregoing, the Depositor specifically agrees that Greo may:

- (a) disseminate, reproduce, transmit, broadcast, or display copies of the Dataset, without charge to third party users, in a variety of distribution formats and using various software;
- (b) promote and advertise the availability of the Dataset;
- (c) describe, catalogue, validate and document the Dataset;
- (d) electronically store, translate, copy, backup and reformat the Dataset as Greo deems necessary to ensure accessibility and future preservation of the Dataset, improve its usability and/or protect research subject confidentiality;
- (e) keep an electronic back-up copy of the Dataset;
- (f) incorporate Metadata into public access catalogues;
- (g) migrate the Dataset to another repository, provided that the Metadata is migrated with the Dataset and that the repository to which the Dataset is migrated is one which does not levy user charges.

Greo shall ensure that Dataset users are advised that the Depositor has the right to be acknowledged in any publication, whether printed, electronic or broadcast, which is in whole or in part derived from the Dataset, such acknowledgement to include the citation provided in the Dataset and a link to the Dataset.

The Greo will own the copyright to any supporting documentation such as codebooks which it creates to improve discoverability and usability of the Dataset.

6. INDEMNIFICATION

The Depositor hereby acknowledges and agrees that Greo will not be liable for any loss of or damage to the Dataset, either in whole or part, while it is stored in the Greo Dataverse, or in a repository to which the Dataset may subsequently be migrated.

The Depositor indemnifies and holds harmless Greo and its employees, agents, directors, officers and successors and assigns from and against any and all losses and expenses of whatsoever nature or kind, including of and from all manner of actions, causes of action, suits, contracts, claims and demands whatsoever to which Greo is or may become liable, arising out of or as a consequence of (i) the negligent acts, errors or omissions including, without limitation, breaches of copyrights and privacy rights, and/or (ii) any breach of this Agreement including its Schedules, on the part of the Depositor.

7. TERMINATION

The Depositor may terminate this Agreement at any time by giving at least 60 days' notice in writing to Greo prior to the intended termination date.

In addition, and without restricting any other remedies available, the Depositor may, at its sole option, immediately terminate this Agreement in writing if, in the Depositor's opinion, Greo fails to properly fulfill, perform, satisfy, or carry out each and every one of its obligations under this Agreement.

Upon termination of this Agreement, Greo will immediately cease to:

- (a) disseminate, reproduce, transmit, broadcast, or display copies of the Dataset;
- (b) promote and advertise the availability of the Dataset; and
- (c) incorporate Metadata into public access catalogues.

8. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

Depositor

Date (YYYY/MM/DD)

Greo

Date (YYYY/MM/DD)

SCHEDULE A
Greco Dataverse
Dataset

Dataset Description

- [insert dataset here –]

Restricted Data

Greco shall impose the following restrictions to third party access to and use of the Dataset:

- No Restricted Data. The Dataset shall be Open
- Metadata shall be Open Data and the remaining data shall be subject to the following restrictions:

All Data Users will be required to complete a “Request to Access Restricted Data” describing the project for which the data are intended to be used and naming all researchers who will have access to the data.

Upon approval by Greco’s Director of Research and Evidence Services, the Data User will complete a Terms of Use Agreement outlining their role with respect to the data including Acceptable Use, Prohibited Uses, and Data User Responsibilities.

- the Dataset shall be subject to the following restrictions:

Embargo Period

Notwithstanding the date of deposit, the Dataset will be subject to the following Embargo Period:

_____ (YYYY/MM/DD)

SCHEDULE B
Greo Dataverse
Submissions Policy

- 1) Datasets submitted to the Greo Dataverse must be in digital form.
- 2) All types of digital research data will be considered for acceptance into the Greo Dataverse including numerical, textual, audio, and video data.
- 3) Data file(s) submitted can be raw, summary/tabular, or derived data but must be the final, complete version of the file and ready for dissemination. Temporary working versions of the data will not be accepted.
- 4) The Greo will preserve any file format, but 'open' non-proprietary formats are preferred. Examples of preferred file formats can be found in the Greo Submission Guidelines available on the Greo website.
- 5) The file size limit for submissions is 3GB per item. If the individual file size exceeds 3GB, Greo will work with the Depositor to facilitate depositing the data in a manageable form.
- 6) Submissions must include the following:
 - a) Data file(s);
 - b) Descriptive Metadata (may be in the form of a codebook); and
 - c) Supporting documentation, where applicable.
- 7) Suitability of submissions will be evaluated by Greo based on the following assessment criteria:
 - a) has the required Metadata been provided by the Depositor, or will it by agreement be created by Greo;
 - b) does the Metadata in a data file match the Metadata in the supporting documentation (e.g., do variable names in a Dataset match variable names in a codebook); and
 - c) Are data file variables and values accurate according to the supporting documentation supplied.
- 8) Greo may reject submissions on the basis that they lack:
 - a) relevance to the scope of the Greo Dataverse;
 - b) valid layout and format;
 - c) removal/anonymization of identifying information; and/or
 - d) exclusion of spam.
- 9) Priority will be given to those submissions which are ready for dissemination and are not under any embargo restrictions.
- 10) Dataset submissions will only be added to the Greo Dataverse subject to the Depositor entering into a Depositor Agreement with Greo.

SCHEDULE C
Geo Dataverse
Withdrawal Policy

- 1) Geo has the right at its sole discretion to withdraw any Dataset from the Geo Dataverse, for reasons which are not limited to but may include:
 - a) the Dataset contains a copyright infringement;
 - b) the Dataset contains plagiarized content;
 - c) the Dataset contains falsified data;
 - d) the Dataset breaches a right of privacy or confidentiality; or
 - e) national security
- 2) Withdrawn Datasets are not deleted from the Geo Dataverse, but are deaccessioned, that is, they may no longer be accessed by users.
- 3) Identifiers/URLs for withdrawn Datasets are retained indefinitely.
- 4) URLs will continue to identify the deaccessioned citations, to avoid broken links, and to retain item histories together with:
 - a) a link to a replacement version of the Dataset, where available.
 - b) a note explaining the reasons for the withdrawal.

SCHEDULE D
Greo Dataverse
Preservation Policy

- 1) Datasets in the Greo Dataverse are housed in a secure environment that conforms to industry best practices and maintains data integrity and longevity. Greo is part of Borealis, the Canadian Dataverse Repository, which is based on the open-source Dataverse software, created at Harvard University.
- 2) As part of Borealis, datasets in the Greo Dataverse are housed on Canadian servers at the University of Toronto Libraries. Backups of the data are performed regularly.
- 3) Datasets will be retained for at least the lifetime of the Greo Dataverse.
- 4) Greo will take the following steps to protect readability, accessibility, and longevity:
 - a) the Greo Dataverse platform technology will reformat submitted data files to a preservation format independent of any specific software package; and
 - b) items will be migrated to new file formats where necessary to avoid format obsolescence.

Notwithstanding these precautions, the readability of certain unusual file formats may be compromised over the long term.

- 5) Where necessary, an updated version of the Dataset may be deposited, in which case:
 - a) the earlier version of the Dataset will be archived;
 - b) the Dataset's persistent URL will always link to the latest version; and
 - c) there will be links between earlier and later version, with the most recent version of the Dataset clearly identified.
- 6) All studies submitted to the Greo Dataverse will be assigned a persistent identifier (i.e., Handle System).
- 7) Fixity checks are performed to provide evidence of the integrity and authenticity of the Dataset and to facilitate detection of alterations, as follows:
 - a) upon data file submission, each file is assigned a Universal Numerical Fingerprint ("**UNF**").
 - b) all data file UNFs are then combined to create a separate UNF for the Dataset.
 - c) if a data file is edited, or new files added to a Dataset, a new UNF is calculated for the edited/new files and for the Dataset.
- 8) In the event of Greo ceasing to exist, all reasonable steps will be taken to transfer content to another appropriate archive and the rights holder will be informed of this change.