

Process for transferring research data to Research Data York

This document describes researcher and University responsibilities around the transfer of research data to Research Data York, the University research data service, for long-term storage and access.

This process is designed to conform to the University's [Research Data Management Policy](#) and to [funders' requirements](#) for the curation and sharing of data produced in the course of publicly-funded research.

1. Before transferring data to Research Data York you must check the status of the data, including rights in the data. In particular you must check that:

1a. The University^[1] is the owner of the copyright and associated intellectual property rights in the dataset.

1b. If the University is not the owner of the copyright and associated intellectual property rights in the dataset, that your research contract permits this processing of your data.

1c. This processing of your data will not contravene the rights of third parties, including collaborators, participants and subjects, e.g. the copyrights of publishers or the rights of data creators.

1d. This processing of your data will not contravene research participants' rights of confidentiality / anonymity.

1e. This processing of your data will not contravene any laws, including but not limited to, the laws relating to copyright, patent, trademark, confidentiality, data protection, obscenity, defamation or libel.

2. Research Data York will curate the data transferred to it in accordance with accepted data curation good practice. In particular:

2a. For the purposes of preservation and access, Research Data York may migrate, copy or perform other technical operations to preserve the integrity of the dataset.

2b. Metadata for the data^[2] will appear in public catalogues and on the public internet.

2c. Subject to other conditions listed here, data will be retained for a minimum period of 10 years from transfer or the last access of those data, whichever is the later.

2d. At its discretion Research Data York may delete data, e.g. at the end of the 11th calendar year following transfer or last access (whichever is the later), subject to overriding retention schedules set out in the project data management plan or in the research contract.

2e. You can transfer an updated version of a dataset at any time to Research Data York. Data transferred to Research Data York becomes fixed upon transfer, thus each updated version of a dataset is assigned its own metadata and identifier(s): updated datasets sit alongside earlier versions of those datasets.

2f. Research Data York will keep the data in a system designed to reflect agreed practices for curating digital data.

2g. Research Data York will enable access to the data in accordance with the terms on which the research was funded.

3. Access

3a. Unless specific restrictions, founded and documented in the research contract or research process, are in place, data in Research Data York is made openly available to all.

3b. Before data transfer, the PI/researcher must alert Research Data York to any [access restrictions](#), and provide Research Data York with evidence for the application of those restrictions.

3c. By default, access to data will be enabled as soon as feasible after transfer.

4. Third party use of data

Third party use of data is permitted under the Research Data York default licence: Creative Commons Attribution (CC BY) licence^[3]. The PI/researcher may suggest an alternative licence or end user agreement in consultation with Research Data York and in accordance with the original research agreement, subject nevertheless to the provisions of the Re-use of Public Sector Information Regulations 2015^[4].

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[1] University Policy on Intellectual Property 12.2 states: *"For the avoidance of doubt, the University claims ownership of all intellectual property specified in section 12.3 of this statute which is devised, made or created:*

- *by persons employed by the University in the course of their employment*
- *by student members in the course of their studies, where a member of staff has also been involved*
- *by other persons engaged in study or research in the University who, as a condition of their being granted access to the University's premises or facilities, have agreed in writing that this Part shall apply to them*
- *by persons engaged by the University under contracts for services during the course of or incidentally to that engagement."* www.york.ac.uk/staff/research/external-funding/ip/policy

[2] The *Recording datasets in PURE* web page makes note of the metadata/information fields that will be public www.york.ac.uk/library/info-for/researchers/data/guidance/pure-datasets

[3] Explanation of the CC BY licence. This licence lets others distribute, remix, tweak, and build upon your work, even commercially, as long as they credit you for the original creation. For more information about Creative Commons licences see: <http://creativecommons.org/licenses>

[4] The National Archives' guidance on re-using public sector information www.nationalarchives.gov.uk/information-management/re-using-public-sector-information