

Research Data York Terms of Service

This document describes researcher and University responsibilities around the transfer of research data to Research Data York, the University data repository.

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. Third party access and use

1a. Data in Research Data York is made openly available to all, unless specific restrictions, founded and documented in the research contract or research process, are in place.

1b. 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.

1c. By default, access to data will be enabled as soon as feasible after transfer.

1d. Third party use of data is permitted under the Research Data York default licence: Creative Commons Attribution (CC BY) licence.¹ 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 2015.²

2. 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:

2a. The University is the owner of the copyright and associated intellectual property rights in the dataset.³

2b. 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 and licensing of your data.

2c. This processing and subsequent licensing 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.

2d. This processing of your data will not contravene research participants' rights of confidentiality and anonymity or the rights of data subjects. The transfer and further processing of any personal or pseudonymised data must be in line with the reasonable expectations of the data subjects and the terms of any ethical approval, participant or sharing agreements or consent forms.

2e. This processing of your data will not contravene any laws including, but not limited to, the laws relating to data protection, copyright, patent, trademark, obscenity, defamation or libel, the common law duty of confidentiality, or breach the terms of a contract.

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

3a. 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.

3b. Metadata for the data will appear in public catalogues and on the public internet.⁴

3c. 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.

3d. Research Data York, at its discretion, may delete data on the expiry of the Research Data Management Policy's default retention period for research data (i.e. at the end of the 11th calendar year following transfer or last access, whichever is the later), subject to any overriding retention requirements set out in the project data management plan or in the research contract.

3e. 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.

3f. Research Data York will keep the data in a system designed to reflect agreed practices for curating digital data.

3g. Research Data York will enable access to the data in accordance with the terms on which the research was funded.

3h. Research Data York will typically process personal data because it is necessary for the performance of its public tasks as a university and special category data for statistical and research purposes or with the explicit consent of the data subject.

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Note:

¹ 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 go to the [Creative Commons](#) website or our [Creative Commons for researchers practical guide](#).

² [The National Archives](#) provide guidance on re-using public sector information.

³ [Regulation 12: Intellectual property](#) outlines the ownership of IP (including copyright) and procedures for commercialisation.

⁴ The PURE User Guide [How do I record and deposit research datasets in PURE](#) makes note of the metadata/information fields that will be public.