



ShareGeo Depositors Agreement

Ownership

By agreeing to the terms outlined here, I assert that I am either the sole rights-holder or am permitted by all rights-holder(s) to deposit this dataset in The Repository thus making it available to other Authorised Digimap Users to download. By depositing this dataset in ShareGeo, I do not transfer ownership. I retain, *inter alia*, the right to deposit the dataset elsewhere in its present or future version(s). I retain all my moral rights in this work including the right to be acknowledged as creator.

I warrant:

- that the content of my deposited dataset
 - does not breach any law;
 - it is original and does not infringe the copyright of any other person;
- if it contains
 - material that is **NOT** derived from a Digimap Collection dataset and the material is copyright of a third-party, I have secured permission from the rights-holder or her/his representative to include such material in my dataset;
 - any third-party materials **NOT** derived from a Digimap Collection dataset for which I have **NOT** secured the necessary permissions, then these materials have been deleted from my dataset before deposit;

For the avoidance of doubt, if the dataset you are depositing is derived from a dataset from a Digimap Collection you do not need to obtain prior permission from the rights holder of the Digimap Collection from which the dataset is derived.

I do not guarantee that the dataset is accurate. I indemnify the University of Edinburgh (hereafter referred to as 'the Host') against any legal action arising from the content of my dataset.

Permissions granted to the repository

I assert that the Host:

1. May distribute copies of my dataset to other Authorised Digimap Users, in electronic format via any medium for the lifetime of ShareGeo (and subsequently, for the lifetime of any repository run by the Host and operating as part of the Digimap Service to which the Host migrates my dataset). Furthermore, I assert that the Host may translate, copy or re-arrange my dataset to facilitate its future accessibility, and may keep a copy of my dataset for security, and back-up unless I notify the Host that specific restrictions apply. No charge will be levied for distribution.
2. May at any time, migrate my dataset to another repository run by the Host and operating as part of the Digimap Service (which would be accessible only to Authorised Digimap Users) on condition that all metadata and other supporting material are migrated with the dataset and that no charge will be levied by the destination repository.
3. May incorporate metadata or documentation regarding the dataset into public access catalogues.
4. May retain the right to remove my dataset from the repository for professional or administrative reasons, or if it is found to violate the legal rights of any person. See the ShareGeo Notice and Take Down Policy (<http://edina.ac.uk/projects/sharegeo/Help/TakeDown.shtml>) for more details.
5. Shall not be under any obligation to take legal action on my behalf or on behalf of any other rights holder in the event of breach of intellectual property rights or any other right in the material deposited.
6. Shall not be under any obligation to reproduce or display my dataset in the same format or software as that in which it was originally created e.g. to facilitate its future accessibility.

Removal of the dataset from ShareGeo

If my deposited dataset is subject to complaint, the Host reserves the right to invoke [ShareGeo's Takedown policy](http://edina.ac.uk/projects/sharegeo/Help/TakeDown.shtml) (<http://edina.ac.uk/projects/sharegeo/Help/TakeDown.shtml>). This provides details of the policy and the conditions under which the dataset may be put back into the repository. The Host reserves the right to revise that policy.

Should a dataset be removed from ShareGeo by either the Host or the Depositor, the Host reserves the right to retain its metadata record in The Repository as trace of the dataset. This informs users of ShareGeo that the removal of this dataset was deliberate.

Disclaimer

The Host accepts no responsibility for mistakes, omissions, or legal infringements within the deposited dataset. While every care will be taken to facilitate the future accessibility of the dataset, the Host is not liable for loss or damage to the dataset or any other data while it is stored in ShareGeo (or any repository to which the dataset is subsequently migrated, as indicated above).

EDINA and the University of Edinburgh exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss) in connection with ShareGeo or in connection with the use of or inability to use the data in ShareGeo including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to or use of ShareGeo or your downloading of any data from ShareGeo.

I acknowledge that copyright in any additional data, software, user guides and documentation provided by the Host to assist users in using ShareGeo shall belong to the Host and any other parties that the Host may choose to enter into an agreement with to produce such materials.

A copy of your license will only be supplied when users download the data if you include it as part of your dataset (i.e. include it inside your deposited zip or kmz file). Please note that EDINA cannot verify that 3rd party users conform to the terms and conditions and consequently assume no liability for any breaches of licence that may occur."

Applicable law

This agreement shall be governed by the law of Scotland and shall take effect on the date of deposit.

Definitions and terms

See the separate document titled "[Terms and Definitions used in ShareGeo](#)".