

Linked Infrastructure for Networked Cultural Scholarship Data Contribution Licence Agreement

Version 1.1¹ | 2022-01-14

The parties are:

1. The organisation or person contributing the Linked Dataset(s), hereafter referred to as the “Depositor”; and optionally providing, for temporary use only, Source Collection(s) of data for the production of said Linked Dataset(s)
2. The organisation that will host and manage the Linked Dataset, hereafter referred to as “LINCS”.

LINCS is:

The Linked Infrastructure for Networked Cultural Scholarship Project (LINCS)
THINC Lab, McLaughlin Library
University of Guelph, 50 Stone Road East
Guelph, Ontario, N1G 2W1
e-mail: lincs@uoguelph.ca

LINCS is supported by Compute Canada and Scholars’ Portal, and it is currently represented by Dr. Susan Brown, LINCS Project Leader, University of Guelph. LINCS may change its name, involve other organizations, and be otherwise represented, and reasonable efforts will be made to provide appropriate notice to the Depositor.

The Depositor (provide full name and address, including organization and/or department, if applicable, and email address; the Depositor shall make reasonable efforts to advise LINCS of any changes to name, address, organization and/or department, and email address):

¹Adapted from the Interdisciplinary Project Charter template by Dr. Stan Ruecker, the DANS (Data Archiving and Networked Services) License Agreement Version 3.2, the DARIAH (Digital Research Infrastructure for the Arts and Humanities) Model Deposit License Version 1.0, and the CWRC (Canadian Writing Research Collaboratory) Data Donation License Agreement Version 1.0.

LINKED DATASET NAME(S):

ANTICIPATED DEPOSIT DATE:

The undersigned hereby agree and undertake the following:

Principle	Provision
<p>1. We are creating a repository that will make linked data more readily available, shareable, searchable, and reusable by other researchers and the larger public.</p>	<p>A. The Depositor grants LINCS a permanent, irrevocable, non-exclusive license for a digital linked dataset (hereafter referred to collectively as the "Linked Dataset") which may include some or all of the following: entity or authorities data or records, metadata, or linked data statements, as well as any enhancements to the Linked Dataset made in collaboration with LINCS in preparation for addition to the repository. This license includes, without limitation, the right to alter, copy, combine, download, publish, and otherwise use and share the Linked Dataset, and to make such rights available to third parties in accordance with the terms and conditions through which LINCS allows access to its collections.</p> <p>B. The Depositor may also share related data files, hereafter referred to as the "Source Collection", to which the Depositor grants a temporary, revocable, non-exclusive license to alter, copy, combine, and download for internal use in the creation of the Collection, but not to publish and not for other uses unless otherwise agreed. Where the Source Collection is provided to LINCS for the purposes of generating Linked Open Data, this agreement will be signed with reference to the Linked Dataset to be generated from that data in consultation with the Depositor.</p> <p>C. The Depositor acknowledges that some data, including but not limited to those related to Indigenous peoples and Indigenous or Traditional Knowledge, may require different enhancement and sharing arrangements and/or may not be freely shared (see</p>

	<p>Principle 6).² Contributions that meet the requirements for this exception are indicated as such on the signing page of this agreement.</p>
<p>2. We are making Collections available in a way that complies with the law.</p>	<p>A. The Depositor declares that he, she, or it has full authority to grant this licence to the Linked Dataset and, if there are other rights holders to the Linked Dataset, then the Depositor is fully authorized by all rights holders to grant this licence.</p> <p>B. The Depositor undertakes to immediately advise LINCS if the Depositor becomes aware of any claim that could be reasonably expected to affect the Depositor’s authority and/or the Linked Dataset.</p> <p>C. The Depositor declares that the Source Collection contains no data or other elements that are contrary to Canadian law.</p> <p>D. LINCS is entitled, but not obliged, to act independently in respect of claims or rights affecting the Source Collection, provided that where the rights of the Depositor could be reasonably expected to be affected, LINCS undertakes to advise the Depositor at the address provided by the Depositor.</p> <p>E. LINCS is entitled to temporarily remove data if there is a dispute over the ownership of the Source Collection, or if there is dispute among the owners of the data as to whether the Linked Dataset should be included in LINCS; if the dispute is resolved in favour of including the Linked Dataset, the data shall be included again in LINCS.</p> <p>F. LINCS will remove any data that is found to be illegal or to be facilitating illegal activity.</p> <p>G. LINCS recognizes the EU General Data Protection Regulation (GDPR), and it extends the right to be forgotten to all individuals who are represented within the data it holds. LINCS will remove, at the request of an individual and with proof of the individual’s identity, any data pertaining to that individual within the terms of the GDPR.</p>
<p>3. We have a shared interest in the ongoing</p>	<p>A. The Depositor recognizes that the presentation of the data via LINCS or other websites will necessarily change over time, and that</p>

² We recognize that there is no pan-Indigenous approach for respectfully working with data related to Indigenous peoples and their information, language, people, culture, identity, knowledge, and/or Traditional Knowledge, whether provided by Indigenous knowledge holders or other contributors. We have been general in the terms provided in this agreement not out of a lack of knowledge but rather out of sensitivity for the fact that there is no one way to think about the things this policy attempts to cover. Our intention is to be generous to and respectful of the needs of the communities with whose data we are being entrusted. This agreement is part of an iterative, reflective process, and is open to modification to meet the needs of those contributing data and those who are impacted by the contributions.

<p>accessibility, sustainable management, and long-term preservation by the LINCS project of the contributed data.</p>	<p>LINCS does not guarantee to sustain the web interface for the Linked Datasets in the long term. LINCS shall use its best efforts to ensure ongoing Web access to the Linked Datasets in a sustainable manner that keeps it as accessible as reasonably possible, taking into account the funding received by LINCS, the size and scope of the collections and the evolving standards for the preservation of access to data.</p> <p>B. LINCS shall use its best efforts to ensure that the Linked Dataset is preserved according to current best practices for long-term preservation, and for that purpose reserves the right to modify the format and/or functionality of the Linked Dataset where such modification is necessary in the judgment of LINCS for reasons including, but not limited to, facilitating the digital sustainability, distribution, or re-use of the Linked Dataset.</p> <p>C. LINCS, associated institutions, or host organizations shall not be liable to the Depositor in any way, including, but not limited to, damage, losses, or legal action if the Source Collection or Linked Dataset is damaged, altered, or lost, whether such damage or losses resulting from acts or omissions by LINCS, its agents, third or other parties.</p>
<p>4. We recognize that linked open data that is derived from other sources requires stable URIs/URLs at which to be able to refer to those sources for data provenance.</p>	<p>A. Because LINCS is collecting Linked Open Data, the Depositor commits to storing any Source Collection(s) from which the Linked Dataset is derived or to which it links in a stable environment, such as an Institutional Repository (such as that of the Depositor's University), a Trustworthy Digital Repository (such as Scholars Portal), and/or Canada's Federated Research Data Repository.</p> <p>B. LINCS strongly recommends, where appropriate, the development of a comprehensive Data Management Plan with respect to Source Collections, in consultation with a Research Data Management expert. Where requested, LINCS will advise on how to pursue development of such a plan.</p> <p>C. LINCS will not store the Source Collection from which the Linked Dataset is derived. The Depositor commits to updating LINCS on the external storage arrangements for the Source Collection, and on any changes to URLs.</p> <p>D. Where source data is not in the control of the Depositor, LINCS will advise on best practices and preferred sources in the use of external URLs/URIs (e.g., HathiTrust, Internet Archive, etc.), as well as backup options.</p>
<p>5. We recognize that data may need to be removed</p>	<p>A. The Depositor may request that LINCS not make the Linked Dataset or parts of the Linked Dataset available for a temporary period</p>

<p>or access conditions may need to change.</p>	<p>(e.g., where the Depositor wishes to make corrections to the Linked Dataset or make preparations for publication). Where such a request is reasonably made by the Depositor and does not pose undue difficulties for LINCS, LINCS shall use its best efforts to prevent access to the Linked Dataset, or parts thereof, for the requested period.</p> <p>B. LINCS may remove the Linked Dataset wholly or in part, or restrict or prevent access to the Linked Dataset on a temporary or permanent basis (see Principle 2), for reasons including but not limited to the data no longer being functional due to broken links or no longer being Linked Open Data. LINCS shall make reasonable attempts to inform the Depositor at the address provided by the Depositor in such cases.</p>
<p>6. We are committed to the principle of free and open access.</p>	<p>A. Linked Datasets deposited with LINCS are benefiting from public monies such as Canada Foundation for Innovation funds and are required to be open access. This requirement does not apply to Source Collections.</p> <p>B. The Linked Dataset materials will be made available under a Creative Commons or similar license as may be determined by LINCS from time to time, initially a Creative Commons Attribution 4.0 license. The Depositor hereby agrees to such license arrangements as adopted by LINCS.</p> <p>C. In consultation with the Depositor, LINCS may opt to change the license on the data to an open-access license (such as, but not limited to, a Creative Commons 1.0 Universal license). The Depositor shall indicate on the signing page of this agreement whether they accept, wish to be consulted in the event of, or refuse such a change..</p> <p>D. Unless agreed otherwise in a written schedule attached to this license, the use of the Linked Dataset is subject to the General Terms and Conditions of Use laid down by LINCS and as changed by LINCS from time to time.</p> <p>E. The Depositor will make reasonable efforts to advise of privacy concerns including, but not limited to, data containing personal or otherwise sensitive details, and LINCS will use its best efforts to make sure that such data not be made freely available.</p> <p>F. An exemption to this open-access requirement will be allowed where a legitimate request for doing so has been indicated on the signing page of this agreement. One such case will be for data related to Indigenous peoples and their information, languages, peoples, cultures, identities, knowledge, and/or Traditional Knowledge, whether contributed by Indigenous knowledge holders or by other data holders. LINCS respects data sovereignty and</p>

	adheres to the CARE Principles for Indigenous Data Governance .
7. We will adhere to ethical guidelines about data collection and information sharing.	<p>A. LINCS adheres to the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans and requires adherence from Depositors and their data.</p> <p>B. Where required by the Depositor’s institution, the Depositor will secure ethics clearance from their institution prior to collecting, using, or depositing data.</p> <p>C. The Depositor will share with LINCS a copy of their institutional ethics clearance. If this clearance is deemed insufficient by LINCS, the Depositor will meet any additional requirements set out by LINCS prior to the inclusion of their data.</p> <p>D. For data related to Indigenous peoples and their information, languages, peoples, cultures, identities, knowledge, and/or Traditional Knowledge, whether contributed by Indigenous knowledge holders or by other data holders, the Depositor will provide evidence of a Community licencing agreement or participation in a Community approval process, where relevant.</p>
8. We believe that individuals and projects should receive acknowledgement for creation of their collections.	<p>A. LINCS licenses (e.g., Creative Commons Attribution 4.0) will provide attribution of the Linked Dataset to its creators. LINCS will devise metadata conventions for LINCS datasets and develop standards-based guidelines for appropriate credit.</p> <p>B. LINCS shall use its best efforts to make attribution information accessible and to encourage acknowledgement of use by third parties to whom the Linked Dataset (or substantial parts thereof) is accessible. Formats for attribution and acknowledgement will be included in the LINCS Terms and Conditions of Use and facilitated through LINCS tools.</p>
9. We agree that it is desirable to allow other members of the LINCS community to build further on, update, or enhance materials in the Collection.	<p>A. LINCS materials will be subject to modification (updating, correction, or enhancement) by LINCS members in accordance with procedures developed by the LINCS community for ensuring the currency and accuracy of materials.</p> <p>B. Members of the public may suggest modifications to the material in the Linked Datasets. Such annotations will be separate from but linked to the items they annotate, in accordance with the Conditions of Use for LINCS.</p> <p>C. Any suggested changes to materials in the Linked Dataset itself will be managed by LINCS members or employees in accordance with LINCS policy, which may include delegating responsibility for processing changes to the Depositor or their designate, if desired. Modifications will be attributed to the party responsible for them.</p>

	<p>D. LINCS may make automated or manual changes to the Linked Dataset related to the revision of ontologies or vocabularies, updating URLs, or making general data enhancements. LINCS will inform the LINCS community through usual project communication channels of routine changes, and will make best efforts to inform the Depositor directly, in advance, of any plans for substantive changes to their Linked Dataset. If a Depositor has not been responsive to communications about their Linked Dataset for more than 6 months, its management will be deemed to have been delegated to LINCS.</p>
<p>10. We conceive of this as a long-term arrangement, but recognize that circumstances may arise in which continuation under these terms is impossible.</p>	<p>A. This Agreement shall come into effect on the date on which LINCS receives the Source Collection and/or Linked Dataset (hereafter the deposit date) and shall remain valid for one hundred years.</p> <p>B. If LINCS ceases to exist or terminates its data-archiving activities, LINCS shall attempt to transfer the data files to a similar organization that will continue the Agreement with the Depositor under similar conditions if possible. In such a case, LINCS will make reasonable efforts to notify the Depositor at the address provided by the Depositor.</p>
<p>11. We wish to communicate and resolve conflicts, should they arise, and to resolve them outside of the courts if possible.</p>	<p>A. Any problems or concerns arising under this agreement should be submitted in writing to the other party. If disputes arise, the parties will attempt to resolve them informally.</p> <p>B. If the dispute is not resolved and the parties can agree on a mediator, the parties may submit their dispute to that mediator. Should the parties be unable to agree on a mediator, arbitrator or process, they will resolve their differences by way of arbitration in Guelph, Ontario, under the <i>Ontario Arbitration Act</i>, or successor legislation.</p>
<p>12. We are governed by Canadian law and this agreement is binding on our heirs and successors.</p>	<p>A. This agreement shall be governed by and interpreted according to the laws of Canada and the Province of Ontario. This agreement shall be binding on all heirs and successors of the parties. This Agreement shall be valid where the parties enter into acceptance by facsimile transmission and/or execute this agreement in counterparts.</p>

Check all that apply:

The Depositor is contributing one or more Linked Datasets.

The Depositor is providing one or more Source Collections for internal use.

The Depositor agrees to convert from a CC-BY license to a CC0 license or similar, if required in future, and does not wish to be consulted further.

The Depositor does not agree to convert from a CC-BY license to a CC0 license or similar, if required in future, and wishes to have their dataset removed from LINCS if it cannot be maintained with a CC-BY license.

The Depositor requires consultation before converting from a CC-BY license to a CC0 license or similar, if required in future, using the contact information provided at the start of this agreement. If the Depositor cannot be contacted despite LINCS's best efforts, the Depositor's wishes are:

the data be converted to a CC0 license or similar, or

the data be removed from LINCS.

The Depositor is contributing data, or a data subset that, has been deemed to be excluded from LINCS's requirements, stated in Principles 6 and 9 of this agreement, for freely sharing and/or modifying where necessary. The restrictions on this data are as follows:

The Depositor hereby agrees to the above in this document.

Signature: _____

Print name: _____

Date: _____

Deposit Date: _____

If requested, on behalf of LINCS, indicating agreement to the above-stated exemption for sharing and or modifying, and for the general terms and conditions:

Signature: _____

Date: _____

Print name: _____