

The Oxford Research Archive for Data (ORA-Data): Summary of Policies

ORA-Data is the University's digital catalogue and repository for research data, and is managed by the Bodleian Digital Library (BDLSS) on behalf of the wider University. It was officially launched in spring 2015, largely in response to emerging RCUK policies regarding publicly-funded research data.

ORA-Data offers a service to record, archive and enable the discovery and sharing of data produced by post-doctoral Oxford researchers and academic staff. The service sits within the long-established Oxford Research Archive (ORA) for publications, so that data can be linked easily to, and browsed alongside, related publications. All deposited datasets may be assigned a unique Digital Object Identifier (DOI) for citation and attribution, and any file format is accepted for deposit.

The service is intended for:

- research staff who wish to include an entry for their dataset in the University's catalogue of research data, irrespective of where that data is archived;
- research staff who need a repository to deposit the final version of their research data, especially data that underpins publications.

However, it is not intended to store:

- data still in active (live) use by research projects (it may be possible to deposit iterative 'snapshots' of accumulated data for open-ended research projects, but there is currently no facility for DOI versioning);
- data that has been created exclusively by researchers not affiliated with Oxford University;
- confidential or sensitive data, unless sufficiently anonymized.

ORA-Data Deposit Conditions

Please read these deposit conditions carefully before depositing any data in ORA. By depositing any data in ORA, you confirm that you accept, and have complied with, these deposit conditions.

Permission

1. To the extent that any data deposited in ORA is not owned by the University, by depositing data in ORA you grant to the University a non-exclusive, worldwide licence to do any of the acts restricted by intellectual property rights to the extent necessary to allow the University to store the data and make it accessible to members of the public online on or through ORA (or any electronic retrieval system that may replace ORA from time to time).
2. This licence will be subject to any restriction indicated by you in the ORA deposit form. For example, data may be subject to an embargo period, during which it may not be made freely accessible to members of the public online, and the University will respect that embargo period.
3. While the University intends to preserve and make data deposited in ORA accessible to members of the public, it may refuse or cease to do so where it considers this to be reasonably necessary. The University will take reasonable steps to notify you of any such decision.
4. Any person provided with access to data in ORA will only be licensed to access and use that data for non-commercial purposes.

Conditions

1. By depositing any data in ORA, you confirm to the University that you have the legal right to deposit those data in ORA in accordance with these deposit conditions.
2. In particular, you confirm that any such data does **not**:
 - contain any material which is unlawful;
 - infringe any intellectual property rights (e.g. copyright or database right) of any other person;
 - contain any material which is defamatory of any person;
 - contain any confidential information; or

- contain any information that relates to an individual who can be identified from that information or from that information and any other information.
- 3. Any data deposited in ORA should only contain anonymous information. In determining whether or not any information is anonymous, you should have regard to the guidance of the UK Information Commissioner's Office (available at <https://ico.org.uk/media/1061/anonymisation-code.pdf>) and to any other guidance published by an organisation established to regulate or promote good practice in your field of research.
- 4. If any data is the result of any activity sponsored, commissioned or otherwise supported by another person (e.g. under a funding, collaboration or licence agreement), you confirm to the University that you have complied with all conditions that may apply to the deposit of those data in ORA.
- 5. If the data is subject to an embargo on public access, you confirm that you have agreed the duration of the embargo in accordance with the University's policies and procedures and that you have indicated the embargo in the ORA deposit form.

ORA User Licence

This user licence sets out the terms on which you may use any content deposited in the Oxford University Research Archive (ORA), unless expressly stated otherwise. For the purposes of this user licence, content means any data and other works deposited in ORA that the University makes available to you to access or download on or through the ORA website from time to time.

Ownership

All rights in the content made available on or through the ORA website are reserved.

Permitted use

- You may print off or download one copy of any content for your non-commercial, personal use.
- You must not otherwise do, in relation to the content, any of the acts restricted by intellectual property rights.
- If you use any content in breach of the terms of this user licence, your right to use the ORA website will cease immediately and you must, at the University's option, return or destroy any copies of the content you have made.

ORA-Data Submission Policy

Concerning depositors and the types of item held in the repository:

1. ORA-Data is an institutional repository for digital research data produced by researchers or academic staff at the University of Oxford.
2. Digital items may only be deposited by accredited members of the University of Oxford, or their delegated agents.
3. If a depositor graduates from or leaves the employment of the University of Oxford, their items will be retained in ORA-Data.
4. The repository is restricted to datasets (including multimedia and audio-visual material) and excludes publications (excepting data papers).
5. Data may be deposited in any file format.
6. Data from any discipline or field of research may be deposited.
7. ORA-Data does not accept data which contains personal, confidential or sensitive information that relates to an individual who can be identified from that information.
8. ORA-Data review staff will only assess items for the eligibility of creators/depositors and relevance to the scope of the repository, and will conduct a basic check of the accuracy of the metadata record.
9. The validity and authenticity of the content of submissions is entirely the responsibility of the creators/depositors.
10. Any copyright violations are entirely the responsibility of the creators/depositors.

11. Depositors are entirely responsible for ensuring that the data they deposit conforms to the relevant Data Protection legislation, and the ethical standards of the University and/or any funding body.
12. Depositors are entirely responsible for ensuring that the data they deposit does not contain any non-anonymised data.
13. Items can be deposited at any time, but will not be made publicly visible until any embargo period has expired.
14. Once a DOI has been registered with DataCite for a deposited dataset, it is not possible for the dataset to be amended or added to, or for ORA-Data staff to change the core mandatory metadata in the item record.
15. The University's policy for assigning DOIs to data is available at:
http://www.bodleian.ox.ac.uk/data/assets/pdf_file/0014/190013/Oxford-University-DOI-Policy-ORA-Data.pdf

ORA-Data Retention & Preservation Policy

Concerning the storage and preservation of items held in the repository.

1. Every reasonable effort will be made to retain items indefinitely.
2. The repository will try to ensure continued readability and accessibility.
 - Items will be migrated to new file formats where possible and if deemed necessary.
 - It may not be possible to guarantee the ongoing readability of all file formats.
3. The repository regularly backs up its files according to current best practice.
4. The original bit stream is retained for all items, in addition to any upgraded formats.
5. In the event of the repository being closed down, the database will be transferred to another appropriate archive in the control or management of the University of Oxford.

ORA-Data Withdrawal Policy

Concerning the circumstances in which items may be withdrawn from the repository by the Bodleian Libraries or the depositor (or the depositor's nominated data steward).

1. ORA-Data repository staff may withdraw items if they are discovered to have a virus or other technical problem.
2. If the repository receives proof of copyright violation, the relevant item will be removed immediately.
3. Other acceptable reasons for withdrawal of items by repository staff may include:
 - Proven plagiarism
 - Legal requirements and proven violations
 - National Security
 - Proven falsified research
4. A depositor may request at any point that their item be withdrawn in full or in part from the repository.
5. A depositor may request at any point that their item is moved in full or in part from open access view and placed under an embargo or held in permanent closed access.
6. A depositor may request that their item is replaced by another version if, for example, an error is discovered in the content. It may be possible for the replacement item to use the same record as the original.
7. Withdrawn items are not deleted *per se*, but are removed from public view.
8. The metadata of withdrawn items will not be searchable.
9. Withdrawn items' identifiers (e.g. DOIs/URLs) are retained indefinitely.
10. URLs and DOIs of withdrawn items will continue to point to 'tombstone' citations, to avoid broken links and to retain item histories.
11. In cases where a depositor wishes to retract their research (and thus wishes to withdraw an item from ORA-Data), their items will be treated in the same way as other withdrawn items.

ORA-Data Complaints Policy

Concerning complaints received about items held in the repository.

1. Complaints will be acknowledged usually within 20 working days of receipt.
2. All complaints will be referred initially to the ORA-Data service manager.
3. An initial judgement will be made (obtaining advice from the Bodleian Libraries' Copyright Officer or other individual as appropriate) of the validity of the complaint, and:
 - if the complaint is plausible based on current UK law, the item will be withdrawn or access will be suspended pending verification of the complaint;
 - if the complaint is judged implausible or incorrect, we will inform the complainant of this and our reasons.
4. Where necessary the ORA-Data manager will seek professional legal advice on the complaint.
5. ORA-Data staff will attempt to advise the depositor of the item in question (or, in the event of the depositor being unavailable, their nominated data steward) about the nature of the complaint, and give them the opportunity to refute it.
6. All complaints will be investigated in full, obtaining advice as required, although each complaint will be judged on its merits (for example in the case of serial, vexatious or spurious complaints).
7. Both the complainant and the depositor will be contacted with the result and any actions ORA-Data staff have taken or intend to take.
8. If the investigation finds in the complainant's favour, the item will be withdrawn permanently from the repository unless the complainant gives permission to retain it (if they have the right to do so).

The take-down policy for ORA-Publications is available at: <http://www.bodleian.ox.ac.uk/ora/about/ora-policies/take-down-policy>

Contact us

If you have any comments or questions about the conditions, licences or policies outlined above, please contact ora@bodleian.ox.ac.uk. The University is not in a position to provide you with legal advice, but it will try to answer your questions where possible.

David Tomkins and Amanda Flynn

Bodleian Libraries, October 2016