

## **An agreement between the National Library of New Zealand and all registered users of the Shared Repository**

In depositing research outputs (“Content”) in the shared repository (“the Shared Repository”) hosted by Digital New Zealand (DigitalNZ) at the National Library of New Zealand (the “National Library”), you agree to the following legally binding terms and conditions.

The National Library may change these terms of use at any time by posting changes online. You will be notified by email should this occur.

### **Your rights and responsibilities**

#### **General**

Each registered user of the Shared Repository has the following responsibilities:

- You must keep your user ID, password secure. Do not disclose your password to anyone else.
- If you think someone knows your user ID, password, you must immediately contact Digital New Zealand at the National Library.

#### **Content**

If you submit Content to the Shared Repository, you are entirely responsible for the content of, and any harm resulting from, the Content.

In depositing and/or publishing Content in the Shared Repository you agree that::

- you have fully complied with any third-party licenses relating to the Content;
- you will not deposit any Content (including, text, image, video or audio files) which infringes intellectual property rights, including the rights of any third party;
- you will provide details of the Content, its copyright and ownership status;
- you will not deposit any Content that is obscene or indecent; or is defamatory of any person;
- you will not deposit any Content that may have the effect of being harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- you will not deposit any Content that is illegal;
- you will not deposit any Content that contains or installs any viruses or other harmful or destructive content;
- you will not deposit any Content that violates the privacy of any third party;
- you own the relevant copyright in the Content, or have sought and obtained permission to deposit it in the Shared Repository and make it available to others under designated access conditions; and have the right to use any trade marks incorporated in it;
- the uploading, downloading, copying and use of the Content under designated access conditions will not infringe the intellectual property rights of any third party.

## **Repository use**

You agree that you:

- will not use the Shared Repository in any way that may lead to the encouragement, procurement or carrying out of any criminal or other unlawful activity;
- will not use the Shared Repository to impersonate any person or entity nor falsely state or otherwise misrepresent your affiliation with a person or entity;
- will not cause any part of the Shared Repository to be interrupted, damaged or otherwise impaired.

## **Security and damage**

You are responsible for any damage you cause to the Shared Repository or to any of the National Library's websites, electronic facilities or data.

You are also responsible for ensuring that any computer you use ("your computer") is secure, including taking all reasonable steps to:

- prevent someone misusing or getting unauthorised access to your computer system or to the Shared Repository or our online services, and
- ensure your computer system and data are free of computer viruses and all other forms of corruption.

## **Indemnity**

- You agree to indemnify the National Library from all or any liability, loss, damages, costs or expenses arising directly or indirectly from legal proceedings, or the threat of legal proceedings, claiming that Content, the uploading of Content to the Shared Repository or the presence of Content in the Shared Repository infringes the intellectual property rights of third parties.
- You agree that the National Library shall not under any circumstances be liable for any direct, indirect, incidental, special, consequential or exemplary loss or damages whatsoever resulting from or arising in relation to the Content, the Shared Repository or the online services of the National Library or the use of them.

## **National Library rights and responsibilities**

### **Suspension of access**

The National Library may, at its discretion, suspend or restrict your access to the Shared Repository or any part of it for any reason, including a breach of these terms of use. You will be notified by email should this occur.

The National Library also reserves the right to suspend, terminate, or filter access to the whole or any part of the Content if it reasonably considers such Content to be a breach of these terms of use.

### **Copyright**

Responsibility for ensuring that the copyrights of others, including publishers and individuals, are not infringed rests with the person or institution making the deposit.

### **Privacy**

We will safeguard your personal information and respect your rights under the Privacy Act 1993.

To access or correct any of your personal information that we hold, or if you have any concerns about personal information that we hold, please contact us. You can email us with your privacy questions at [info@digitalnz.org](mailto:info@digitalnz.org)

### **Security and damage**

We provide security to protect the Shared Repository and online services.

### **Disclaimer**

The National Library makes no warranty, express or implied, nor assumes any legal liability or responsibility:

- that the Shared Repository or the National Library's server are free of computer viruses or any other harmful components, defects or errors
- that any defects in the Shared Repository will be corrected
- that your access to the Shared Repository will be reliable, uninterrupted or error-free
- for any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, computer viruses or communication line failures, or
- for any theft, destruction, damage or unauthorised access to your computer system or network.
- Users of the Shared Repository assume all risks associated with any transfer of data or information to the National Library, and with any other use of the Shared Repository.

### **Cost of service**

The Shared Repository is available at no cost to you or your institution. The National Library has no plans to recover costs for this service but reserves the right to introduce costing models at a later date should ongoing funding for the service be required.

You will be notified by email if a costing model is being considered and may choose to discontinue your use of the Shared Repository.

### **Public access to Content**

Public access to Content deposited in the Shared Repository is enabled through DigitalNZ (a programme of work lead by the National Library) by default.

You agree to:

- Extend to the National Library a non-exclusive, royalty-free license to harvest, copy and store all or part of the metadata ("the Metadata") for the Content you put into the Shared Repository, to allow free access to the Metadata via the internet; and to allow the National Library to make the Metadata available for international discovery purposes; and
- Allow the National Library to establish and maintain RSS or similar data feed services containing the Metadata, so it can be discovered through other websites and online services; and
- Allow API access to the Metadata harvested or produced by the National Library so that the Metadata can be queried, discovered, and connected with other data sources (including in third party applications)

- Extend to the National Library a non-exclusive, royalty-free license to allow free access, viewing and download of the Open Access Content files you put into the Shared Repository, via the internet
- Extend to the National Library a non-exclusive, royalty-free license to allow password-protected access, viewing and download of the Restricted Access and Closed Access Content files you put into the Shared Repository, by users you nominate.

By checking “no DigitalNZ access” and/or “no API access” when depositing Content in the Shared Repository you opt out of this part of the agreement.

### **Governing law**

The Shared Repository and these terms and conditions are governed by the laws of New Zealand and the courts of New Zealand have non-exclusive jurisdiction in relation to them.

These terms and conditions are without prejudice to the powers, rights and duties of Digital New Zealand under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003.