DEPOSITOR'S AGREEMENT, HKU DATAHUB

When you deposit in the HKU DataHub, you agree to these terms and conditions. Below is the license to be used for open access, or CC BY-NC. Another license will be added for restricted access.

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 such a repository thus, subject to any embargo period that I have specified in the metadata record for this item, making it openly available under a Creative Commons Attribution-NonCommercial (CC BY-NC) License, to all comers to download and other actions as allowed by the CC BY-NC License. By depositing this dataset in the HKU DataHub, I do not transfer ownership or other intellectual property rights ("IPR"). I retain, inter alia, the right to deposit the item elsewhere in its present or future version(s). I retain all my IPR in this work including the right to be acknowledged.

In respect of the content of my deposited dataset, its collection and use thereof, I warrant that:

- they do not breach any law, including data protection legislation
- they do not infringe the copyright of any other person
- the content of my deposited dataset is original and if it contains material that 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 for which I have not secured the necessary permissions have been deleted from my dataset before deposit
- all information directly or indirectly identifying human research subjects in these data has been removed
- if the dataset has been sponsored or subsidised by any institution or organisation other than my employer, I have fulfilled all obligations to that institution or organisation regarding publication.
To the best of my knowledge, this dataset is accurate, complete, authentic and reliable.

PERMISSIONS GRANTED TO THE REPOSITORY

I assert that the Host:

- May distribute copies of my dataset world-wide, in electronic format via any medium for the lifetime of the HKU DataHub (and subsequently, for the lifetime of any repository to which the HKU DataHub migrates my dataset). Furthermore, I assert that the Host (and the host of any repository to which it migrates my dataset) may translate, copy or re-arrange my dataset to ensure its future preservation and 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.
- May at any time, migrate my dataset to another repository (subject-based, institutional or other) on condition that all metadata are migrated with the dataset, that no charge will be levied by the destination repository.
- May incorporate metadata or documentation into public access catalogues for my dataset.
- 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.
- 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.
- Shall not be under any obligation to reproduce, transmit, broadcast or display my dataset in the same format or software as that in which it was originally created.

REMOVAL OF THE DATASET FROM THE HKU DataHub

If my deposited dataset is subject to complaint, the Host reserves the right to invoke the Hub’s Takedown policy. The Host reserves the right to revise that policy. Should a dataset be removed from the HKU DataHub by either the repository 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 the HKU DataHub that the removal of this dataset was deliberate.

DISCLAIMER

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

APPLICABLE LAW

This agreement shall be governed by the laws of Hong Kong SAR and shall take effect on the date of deposit.

DEFINITIONS AND TERMS

- **Dataset**: a set of files containing both research data, and documentation.
- **Research data**: that which is collected, observed, or created in a digital form, for purposes of analysing to produce original research results.
- **Documentation**: any digital files such as a codebook, technical report, methodology, which explain the research data's production or use.
- **HKU Scholars Hub**: the current research information system of The University of Hong Kong
- **DataHub**: the name for a data repository hosted at the University of Hong Kong that stores datasets, it’s part of the HKU Scholars Hub.