

THE TIMESCAPE ARCHIVE

USER TERMS AND CONDITIONS

1. Background

- 1.1. The Archive is based at and administered by the University of Leeds and was established under sponsorship from the ESRC and the University of Leeds. It consists of materials collected from individuals by research teams at the University of Leeds, London South Bank University, Cardiff University, Edinburgh University, and Open University, and by affiliated research teams at other universities (the “Originating Teams”).
- 1.2. The materials collected by the Originating Teams are made available for cataloguing and stored in the Archive within four different categories. These categories are (1) public material, (2) registered material, (3) approved material and (4) embargoed material. Embargoed material will not be accessible to Users for up to 75 years from the date of collection.
- 1.3. Public material is generally available to anyone. Registered material is made available to Users who apply to and are authorised by the Archive. Approved material is particularly sensitive material that is only made available with the permission of both the Archive and the relevant Originating Team.
- 1.4. Access to material within the Archive is granted only on these terms.

2. Authorisation

- 2.1. Any User may read public material without registration requirements. Users will still need to provide an email address so that they can be assigned a user identifier and password and to assist in monitoring the use of the Archive. Selections from the public material will also be available to view on the Timescapes website without the need for a password.

- 2.2. Any User wishing to gain access to registered material or approved material must first have their registration as a User accepted. Acceptance as a User of registered material is entirely at the discretion of the Archive. Acceptance as a User of approved material is at the discretion of the Archive and the relevant Originating Team. Originating Teams may nominate others outside of their organisation to give consent on their behalf.
- 2.3. Applications must be made through completion of the relevant registration form for the Archive which can be found on the Timescapes website at www.timescapes.leeds.ac.uk.
- 2.4. Where the User wishes to access registered material the completed and signed registration form must be sent to the Archive by post, or scanned and attached to an email message. The Archive will then confirm its decision by email. Only once the Archive has given its consent will a User be permitted to access registered material.
- 2.5. If the User wishes to access approved material, then a further application must be submitted to the Archive. If the Archive consents, it will then forward the request to the relevant Originating Team. The Originating Team will then confirm its decision to the Archive. Once both Archive and Originating Team have made their decision, it shall be communicated by the Archive to the User. Communication will be by email. Only once both the Archive and the Originating Team have given their consent will a User be permitted to access approved material.
- 2.6. Where either the Archive or the Originating Team imposes further conditions upon the use of Archive material these shall be communicated in writing to the User.
- 2.7. Once a User's registration has been accepted they may access any material in the authorised category applied for. A password to allow access to the Archive will be given.

- 2.8. The email address to submit registration forms or to request a password for public material is timescapes@leeds.ac.uk.

3. Purpose

- 3.1. Users may only access Archive material for the purposes of non-commercial learning, teaching or research.
- 3.2. Without qualification to 3.1 Users must state in their requests for authorisations their proposed use of Archive material and agree they will not extend use beyond that which has been specifically authorised.
- 3.3. Users remain free to make as many copies of the Archive material as they reasonably require for their personal use in compliance with 3.1. and 3.2. above.

4. Confidentiality

- 4.1 Users must preserve at all times the confidentiality of individuals, groups, organisations or locations in the Archive materials. Users must not attempt to uncover or publicise the identities of individuals, groups, organisations or locations held within the Archive, nor to claim to have obtained or derived such information. If users are uncertain about the proper use of any material, they may consult with the Archive.**

5. Acknowledgements and citation

- 5.1. Where a User uses Archive material in any publication (including articles, books, journals, magazines, web environments or other media), the source of such material must be acknowledged in line with clauses 5.2 and 5.3 below.
- 5.2. Bibliographic Citations must appear in footnotes, endnotes or in lists of references. The bibliographic citation for this Archive is as follows:

The Timescapes Archive, [year of access] (computer file), Leeds: University of Leeds and Timescapes.

5.3. Acknowledgements must appear and include the Originating Team, the Timescapes Archive and the sponsors of the research. The acknowledgements will say 'kindly provided with the consent of [name of originating team] and the Timescapes archive, administered by University of Leeds, sponsored by [name of sponsor]'.

5.4. The User shall inform the Archive of every occasion where it uses Archive material in any publication, whether printed, electronic or broadcast. Details of publications [as defined in 5.1 above]] shall be provided to the Archive using the email address: Timescapes@leeds.ac.uk

6. **Licence**

6.1. Users shall take no proprietary interest in Archive material or any rights in the Archive. Users are permitted to use Archive material under a non-exclusive, free of charge, non-transferable, revocable licence.

6.2. Users may not grant to other third parties a sub-licence to use the Archive material, (e.g. copying or onward transmission of materials to other third parties). If other third parties wish to use Archive material they must apply to and then be accepted as Users in accordance with the process described under 2 above.

7. **Retention of Password**

7.1. Users will be issued with passwords to access Archive material. Users may not disclose their password to any third parties. Users must keep their passwords secret. Where required by the Archive users will be issued with new passwords.

8. **Disclaimer**

- 8.1. To the full extent allowed by the law, neither the Archive nor the Originating Teams accept any responsibility for the content of the Archive material. Users use the Archive material entirely at their own risk, "as is". Users shall indemnify the Archive and the Originating Teams against any liability that may arise from the Users use of Archive material.
- 8.2. If at any time a dispute arises relating to the Archive material the User shall immediately inform the Archive of the nature of the dispute and the parties involved. The Archive may entirely at its own discretion immediately require the User to cease using the Archive material.
- 8.3. The Archive makes no commitment as to its continuous running and accessibility. The Archive may not be operating from time to time.

9. **Termination**

- 9.1. The Archive may at its discretion and at any time upon written notice require a User to make no further use of Archive material and to delete all Archive files that they possess.

10. **Data Protection**

- 10.1. When a User provides an application form the Archive will process that application form for consideration of granting access to Archive materials. Information on that form and later provided will be used to administer any access to the Archive that has been granted. Unless Users indicate to the contrary on their registration forms, upon registration they will automatically become members of the Timescapes User Group and will from time to time receive emails regarding updates or corrections to the materials or other information considered relevant to Users
- 10.2. The controller of a user's personal data will be the University of Leeds. If users have any queries in relation to the way the University through the

Archive is processing their data please address them to timescapes@leeds.ac.uk.

11. General

- 11.1. The Archive infrastructure is administered by and part of the University of Leeds. Where Archive is referred to, the legal entity that is the Archive is the University of Leeds. This Agreement is with the University of Leeds.
- 11.2. This Agreement contains the entire understanding between the parties relating to terms of use of the Archive by Users.
- 11.3. This Agreement may be enforced by both the Archive and any of the Originating Teams. No other person may rely upon this Agreement under the Contract (Rights of Third Parties) Act 1999.
- 11.4. If a party shall temporarily decide not to enforce a term of this Agreement such temporary non-enforcement shall not constitute a waiver of such rights.
- 11.5. This Agreement shall be subject to the laws of England and Wales and the exclusive jurisdiction of the English Courts.