

Terms and Conditions for the national digital resource bank

THIS AGREEMENT is made this ____ day of _____, 200__

BETWEEN:

Salford City Council trading as the **North West Learning Grid**, a regional broadband consortium of 18 North West Local Authorities, whose principal place of business is at Salford Civic Centre, Chorley Road, Swinton, Salford, M27 5AW

AND

_____ having its registered office at

Interpretation

- a. "User": means an individual or entity who is authorised by the Member to access the national digital resource bank whether on-site or off-site.
- b. "Member" or "You": means an individual or entity exercising rights or undertaking legal obligations under this License who has not previously violated the terms of this Membership Agreement or who has received express permission from the Membership Provider to be awarded Membership despite a previous violation. The Member's details are set out in the Acceptance of Membership Agreement Form attached hereto and made a part hereof.
- c. "Membership Provider": means the North West Learning Grid, a regional broadband consortium of 18 North West Local Authorities whose principal place of business is at First Floor, 4/5 Micklehead Business Village, St Michaels Road, Sutton Manor, St Helens, WA9 4YU
- d. "national digital resource bank": means the digital learning object repository providing search, preview and delivery services.
- e. "national digital resource bank community": means the community of members of the national digital resource bank.
- f. Headings contained in this Membership Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- g. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

Offer and Acceptance

The NWLG offers You with this Membership the permission to access and use the national digital resource bank on the terms and conditions as set out in this Membership Agreement. You are also required to make an equitable contribution to the cost of running the ndrb, the size of which is currently set at the equivalent of 0.25% of an Authorities Harnessing Technology grant. You are also required to make a contribution of digital learning resources to the ndrb. The NWLG reserves the right to refuse inclusion of your contribution to the ndrb without that affecting this Membership Agreement. The NWLG reserves the right to make amendments to the size and nature of Your contribution in the future provided it follows the procedure set out in section 2. Upon completing and returning the enclosed Acceptance of Membership Form, You will become a Member of the national digital resource bank community.

Acceptance shall be by delivery of a completed copy of the Acceptance of Membership Agreement Form attached hereto to the NWLG. Acceptance shall be acceptance of all terms of this Membership Agreement and no variation or counter offer will be accepted by NWLG. In the event that no or partial compliance is made as to the manner or form described for acceptance, no Membership will be granted and this offer is deemed withdrawn.

Membership

Membership to the national digital resource bank community (ndrbc) and access to and use of the national digital resource bank (ndrb) is provided subject to the following terms:

1. Membership of the ndrb means You agree to be legally bound by the following terms, which shall take effect immediately on Your notification of membership.
2. The ndrb may change these terms at any time by posting changes online. Please review these terms regularly to ensure You are aware of any changes made by the ndrb. Your continued use of the ndrb after changes are posted means You agree to be legally bound by these terms as updated and/ or amended. The ndrb agrees to notify You regarding any such change by email or by notifying members through the ndrb service or any other appropriate means.

The national digital resource bank community

3. Membership of the ndrbc is subject to the deployment of the ndrb being effected within a reasonable timeframe. If it is felt that delivery is not being effected within a reasonable timeframe or that delivery is being deliberately delayed the ndrb reserves the right to bypass regional coordinators and/ or local authorities and provide access to the ndrb directly to the point of learning platform aggregation. In the event of the above action the ndrb will notify the Member of their proposed action in advance of direct redistribution.
4. Membership entitles the user access to all free content on the ndrb
5. All free content, unless stated otherwise, is licensed under the Creative Commons Attribution-Noncommercial-Share Alike 3.0 Unported Licence or its equivalent. To view a copy of this licence, visit <http://creativecommons.org/licenses/by-nc-sa/3.0/legalcode> or send a letter to Creative Commons, 171 Second Street, Suite 300, San Francisco, California, 94105, USA.
6. You agree to use the ndrb only for lawful educational purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use of such resources.

Privacy

7. In common with most websites, the ndrb website logs certain information about every request sent to it. This information is used for system administration and for producing usage statistics. Summary statistics are extracted from this data and some of these may be made publicly available, but these do not include information from which individuals could be identified. Relevant subsets of this data may be used as part of investigations of computer misuse involving this site. Data may also on occasion be used to enable investigation of technical problems on the website. Otherwise logged information is not passed to any third party except if required by law.

Data protection

8. From time to time the NWLG may use electronic forms on this site to gather personal information for purposes directly related to a service, function or activity of the ndrb service. When the NWLG will do so it will let the Member know the purpose for which the information is being collected (including if the information is to be published). Completion of and submission of any form on this website is entirely at the discretion of the Member or the ndrb user.

Data protection statement

9. In using and submitting content on the ndrb service You agree that the NWLG may use any personal data of Yours that You supply through contributing content or the forms of the previous paragraph. The NWLG respects Your privacy and seeks to protect Your personal data:
 - * The NWLG will only collect and use Your information to administer, support, improve and obtain feedback on its services
 - * The NLG may also contact You to obtain feedback on services and any improvements it can make
 - * the Member or the User has the right to ask the NWLG at any time not to contact them by way of direct marketing
 - * The NWLG will not disclose Your personal data to any other organization without Your permission.

Contributions to the ndrb and metadata

10. Where You are invited to submit contributions to the ndrb (including any text, photographs, graphics, video or audio) You agree, by submitting Your contribution, to license Your contribution under a Creative Commons Attribution- Noncommercial- Share Alike 3.0 Unported Licence or its equivalent. If You do not want to grant such licence, please do not submit Your contribution.

11. Where a Member is invited to submit metadata to the ndrb using either the Content Deposit Sheets (CDS) or via the automated online service it warrants that:
 - a. it has obtained all relevant Intellectual Property Rights over the metadata (including the Copyright and Database rights); and
 - b. it grants a worldwide, royalty-free, perpetual (for the duration of the applicable copyright or sui generis database right) license to exercise all economic rights in the metadata submitted.
12. Further to paragraphs 10 and 11, by submitting Your contribution to the ndrb, You:
 - a. Warrant that Your contribution:
 - i. Is Your original work and that You have the right to make it available to the ndrb for all the purposes specified above;
 - ii. Is not defamatory; and
 - iii. Does not infringe any law; and
 - iv. Has taken all relevant measures in order to anonymise the contributed material; and
 - v. Has obtained all required permissions by the parents or caregivers of the minors contributing content; and
 - b. Indemnify the ndrb against all legal fees, damages and other expenses that may be incurred by the ndrb as a result of Your breach of the above warranty.

Disclaimers and Limitation of Liability

13. ndrb content is provided "AS IS" and on an "IS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
14. Under no circumstances will the ndrb be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of opportunity; (c) loss of goodwill or injury to reputation; (d) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the ndrb regardless of the form of action.
15. The ndrb does not warrant that functions contained in the ndrb content will be uninterrupted or error free, that defects will be corrected, or that the ndrb database or the delivery mechanism that makes it available are free of viruses and bugs.

Termination

16. This Membership and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this Membership Agreement
17. Subject to the above terms and conditions, the Membership to the ndrb granted here will be valid for as long as the ndrb is in existence and will continue in full force and effect unless terminated as stated above.

Governing Law

18. This Membership Agreement shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Membership Agreement will be subject to and within the exclusive jurisdiction of the English courts

ndrb Membership Agreement

Acceptance of Membership Agreement Form

The Member hereby accepts and agrees to the terms and conditions of this Membership Agreement.

Name of Member (name of institution):

Full postal address of Member:

Telephone:

Fax:

E-mail:

Signature:

Signed by:

Position:

Date:

Contact persons for support and communications regarding the administration of the Membership

Primary contact for Member:

Dept:

Phone No:

Fax No:

E-mail Address:

Deputy contact for Member:

Dept:

Phone No:

Fax No:

E-mail Address:

Note: any changes to these contact details must be notified to NWLG in writing.

One original copy of this whole Membership Agreement Acceptance form must be returned to:
NWLG, First Floor, 4/5 Micklehead Business Village, St Michaels Road, Sutton Manor, St Helens, WA9 4YU

Please retain **one** original copy for institutional records.

Notice and Takedown Policy

If You are a rights holder and are concerned that You have found material on the ndrb, for which You have not given permission, or is not covered by a limitation or exception in national law, please contact us in writing stating the following:

1. Your contact details.**2. The full bibliographic details of the material.****3. The exact and full url where You found the material.****4. Proof that You are the rights holder and a statement that, under penalty of perjury, You are the rights holder or are an authorised representative.****Contact Details:**

Notice and Takedown Policy

NWLG

First Floor

4/5 Micklehead Business Village

St Michaels Road

Sutton Manor

St Helens

WA9 4YU

admin@nwlg.org.uk

Upon receipt of notification the 'Notice and Takedown' procedure is then invoked as follows:

1. The NWLG will acknowledge receipt of Your complaint by email or letter and will make an initial assessment of the validity and plausibility of the complaint.
2. Upon receipt of a valid complaint the material will be temporarily removed from the ndrb repository pending an agreed solution.
3. The NWLG will contact the contributor who deposited the material, if relevant. The contributor will be notified that the material is subject to a complaint, under what allegations, and will be encouraged to assuage the complaints concerned.
4. The complainant and the contributor will be encouraged to resolve the issue swiftly and amicably and to the satisfaction of both parties, with the following possible outcomes:
 - * The material is replaced on the ndrb repository unchanged.
 - * The material is replaced on the ndrb repository with changes.
 - * The material is permanently removed from the ndrb repository.
5. If the contributor and the complainant are unable to agree a solution, the material will remain unavailable through the ndrb until a time when a resolution has been reached.