# ATSIDA DATA DEPOSIT LICENCE AGREEMENT – BACKGROUND INFORMATON

This Licence Agreement supports the legal and efficient operation of the Aboriginal and Torres Strait Islander Data Archive (ATSIDA) by the University of Technology (Sydney), ensuring the necessary rights, permissions, terms and conditions to deposit and preserve data and provide access to the data.

This Licence Agreement covers all forms of data lodged with ATSIDA.

For the owner of the data or the person authorised to submit and licence the data (called the *Data Depositor* in this document), this Licence Agreement sets out terms and conditions for including data (called *Data* in this document) in ATSIDA repositories and specifies the rights retained by the Data Depositor and the copyright owner of the Data deposited.

***Licence from the Data Depositor and copyright owner of the Data deposited***

The licence provided under this Licence Agreement is non-exclusive, meaning the copyright owner of the Data, or the Data Depositor as authorised by the copyright owner of the Data, retains all rights over the Data whilst permitting ATSIDA to do certain things with the Data, as specified below.

The licence to ATSIDA is royalty-free, meaning the copyright owner of the Data, or the Data Depositor as authorised by the copyright owner of the Data, and anyone involved in the Data creation and deposit, will not receive any income or payment from ATSIDA for any aspect of the Data, including but not limited to lodging the Data with ATSIDA, maintaining or updating the Data, or any access to or use of the Data.

Copyright in the original Data remains with the copyright owner of the Data: it is not transferred to ATSIDA when Data is deposited in ATSIDA’s repositories. The copyright owner of the Data can deposit or make the Data available elsewhere.

This Licence Agreement entitles ATSIDA to include the deposited Data in its holdings and to maintain and provide access to the Data under the conditions specified below.

***Terms and conditions apply***

The following terms and conditions apply to the deposit and use of the Data under this Licence Agreement and the Data Depositor and ATSIDA agree to be bound by these terms and conditions.

**ATSIDA DATA DEPOSIT LICENCE AGREEMENT**

The parties named in the Schedule to this ATSIDA Data Deposit Licence Agreement agree to the following:

# Definitions

* 1. The following definitions apply to this Licence Agreement unless the contrary intention appears from the context:

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| ATSIDA | means the Aboriginal and Torres Strait Islander Data Archive administered by UTS. |
| Access | means the right to access and view the Data, incorporating any rules, restrictions or protocols on that access as identified by UTS, the Data Depositor, copyright owner or Indigenous cultural owners. |
| Author | means the author or creator of the Data. |
| Copyright owners | means, pursuant to the *Copyright Act 1968* (Cth), the owners of the copyright in the Data or other material, holding the exclusive right to reproduce, publish, communicate to the public, perform and adapt the Data or other material. |
| Data | means the material provided by the Data Depositor to the University of Technology (Sydney) for incorporation in ATSIDA on the terms and conditions of this Licence Agreement, including data sets and data collections. |
| Data Depositor | means the person or persons being the Copyright owner or authorised by the Copyright owner of the Data to submit and licence the Data into ATSIDA data repositories, as identified in Item 1 of the Schedule. |
| Declaration of Use form | means the declaration signed by a person using or accessing the Data for specific purposes, predominantly research, study or community use, in accordance with any rules, restrictions or protocols that apply to the Data. |
| Indigenous Cultural and Intellectual Property (ICIP) | refers to the rights of Australian Aboriginal and Torres Strait Islander peoples to their heritage, which comprises all objects, artefacts, sites, language, stories, songs techniques, know how, knowledge and works, the nature or use of which has been transmitted or continues to be transmitted from generation to generation, and which is regarded as pertaining to a particular Australian Aboriginal or Torres Strait Islander group or territory, and extends to future incarnations and adaptations of the same. |
| Indigenous cultural owners | means the Australian Aboriginal and Torres Strait Islander peoples and local communities and/or nations who create, hold, maintain, use or develop ICIP. |
| Intellectual Property (IP) | means existing and future industry and intellectual property rights, including any copyright, database, patent, design, trade mark, domain name, business name, know-how, trade secret, confidential information and any other rights of a similar nature whether registered, registrable, patentable or not and wherever existing in the world including all renewals, extensions and revivals of the same. |
| Licence Agreement | means this document, together with any schedules or annexures, and any amendments made in accordance with this Licence Agreement. |
| Moral rights | means the personal rights of the author or creator of a copyright-protected work pursuant to Part IX of the Copyright Act 1968 (Cth), which includes the right of attribution, the right against false attribution and the right of integrity. |
| Personal information | means information or an opinion about an identified individual, or an individual who is reasonably identifiable: whether the information or opinion is true or not; and whether the information or opinion is recorded in a material form or not, pursuant to the *Privacy Act 1988* (Cth). |
| Use | means the right to use the Data, incorporating any rules, restrictions or protocols pertaining to that use as identified by UTS, the Data Depositor, Copyright owner or Indigenous cultural owners. |
| User | means any person authorised to access or applying to access the Data, whether registered or otherwise, and who complies with the relevant terms and conditions and code of conduct specified for access and use of the Data, as updated from time to time. |
| User Registration application | means an application made by a user to access certain Data within ATSIDA data repositories. |
| UTS | means the University of Technology (Sydney), being the administrator of the ATSIDA. |

* 1. Where this Licence Agreement uses capitalised words that appear in the Schedule, the meaning of those words will be as set out in the Schedule.
  2. The headings in this Licence Agreement are for convenience only and do not affect the interpretation of this Licence Agreement.

# Deposit of Data

* 1. The Data Depositor hereby deposits the Data with ATSIDA for safekeeping, and authorises UTS to hold, manage, and share the Data as widely as possible, in accordance with this Licence Agreement.
  2. UTS accepts the deposit of the Data for safekeeping in or on ATSIDA. UTS will comply with the terms and conditions of this Licence Agreement, the [ATSIDA Protocols](https://www.atsida.edu.au/protocols/atsida), the ATSIDA Collections Development Policy and any other related UTS policies and procedures in accepting and dealing with the deposit of the Data.
  3. The Data Depositor agrees that UTS may authorise deposit of a copy of the Data with the Australian Data Archive managed by the Australian National University on the same terms and conditions outlined in this Licence Agreement.
  4. The Data Depositor agrees to promptly inform UTS of any changes to:

1. their contact details, as outlined in the Schedule;
2. existing access and use conditions;
3. the cultural status of ICIP incorporated in the Data that may, for example, change attribution, custodianship or sensitivity conditions applicable to the Data;
4. proprietary or Copyright ownership of the Data;
5. legal, confidentiality, privacy, data protection or other issues relating to the Data.
   1. UTS may contact the Data Depositor from time-to-time in relation to the continued safekeeping of the Data and to discuss any issue or queries (e.g. the periodic review of the Data’s access and use status). Where UTS receives no response from the Data Depositor and/or Copyright owner of the Data after 30 calendar days, any issues or queries concerning the Data will be referred to a subcommittee of the ATSIDA Reference Group for determination.

# Conditions of Deposit

* 1. The Data Depositor will complete the *ATSIDA Data Deposit: Study Description form* (obtained from ATSIDA) or similar documentation to provide sufficient information concerning the Data to UTS, including the title of the Data, the funding body (where relevant), formats used, form of citation, details concerning the research method (e.g. sampling procedures), any special conditions including cultural protocols that govern access and use of ICIP, agreements with Indigenous cultural owners of the Data to store and share the Data, and any other information that will ensure that the Data is discoverable, understandable and useful.
  2. The *ATSIDA Data Deposit: Study Description form* or similar documentation forms a part of the terms and conditions of this Licence Agreement.
  3. The Data Depositor places such conditions on the handling, management, access and use of the Data by UTS, ATSIDA, Users and Registered Users as indicated in the Schedule. UTS agrees to abide by these conditions.

# Data Depositor’s obligations

* 1. The Data Depositor warrants that:

1. they are the owner, or authorised representative of the owner, of the Data;
2. they are entitled and have the full authority to deposit the Data with UTS for incorporation in ATSIDA in accordance with the terms and conditions of this Licence Agreement, to enter into this Licence Agreement, and to grant UTS the rights granted in this Licence Agreement;
3. the Data has been legally, ethically and responsibly collected or obtained, respecting the rights of subjects and persons involved, and in accordance with the:
   1. Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS) *Code of Ethics for Aboriginal and Torres Strait Islander Research;*
   2. National Health and Medical Research Council (NHMRC) *Australian Code for Responsible Conduct of Research*;
   3. NHMRC *National Statement on Ethical Conduct in Human Research*;
   4. NHMRC *Ethical conduct in research with Aboriginal and Torres Strait Islander peoples and communities;*
   5. NHMRC *Keeping research on track II;*
   6. Aboriginal Health & Medical Research Council of NSW (AH&MRC) *Ethical Guidelines.*
4. they have obtained all necessary consents to deposit the Data with ATSIDA (including in relation to Intellectual Property and ICIP), and the Data is free and clear of all legal encumbrances and restrictions;
5. they have provided the correct details of and written or recorded consents from all subjects, participants and/or providers of material, including stories, information, quotes, transcripts, images and recordings, incorporated in the Data;
6. unless otherwise indicated in the Schedule, they are authorised by the Indigenous cultural owners of any ICIP incorporated in the Data to grant those rights to UTS outlined in this Licence Agreement;
7. where the Data concerns human subjects, that free prior informed consent from participants for data retention and/or sharing as appropriate, has been obtained;
8. no other individual or entity’s consent or permission is required to make this deposit;
9. unless otherwise indicated in the Schedule, the Data is culturally appropriate to be shared and made available to the public;
10. all necessary steps have been taken to safeguard the rights to privacy of any individuals or communities involved in creation of the Data, or whose Intellectual Property or ICIP is incorporated in the Data;
11. they have not received notice of any claim that may affect any of the promises and warranties they make in this Licence Agreement and know of no adverse claim or notice relevant to ownership of the Data;
12. they have received no notice of any information that may affect UTS or ATSIDA’s ability to hold, access and use the Data in accordance with this Licence Agreement in the course of their general operations;
13. the Data does not and will not infringe the rights (including confidentiality, Intellectual Property and ICIP) of any individual or entity and is not defamatory, discriminatory or obscene.
    1. The Data Depositor unconditionally indemnifies and keeps indemnified UTS and ATSIDA against all claims, losses, liabilities, costs or expenses (including reasonable legal expenses) that UTS or ATSIDA incur in connection with or as a result of any breach of the Data Depositor’s promises, agreement and warranties under this Licence Deed.

# ATSIDA’s obligations

* 1. Data deposited with ATSIDA are managed in accordance with the [ATSIDA protocols](https://www.atsida.edu.au/protocols/atsida) and any restrictions or cultural protocols advised by Indigenous cultural owners and Data Depositors. ATSIDA deals with all data sensitively and ethically, respecting the rights of Aboriginal and Torres Strait Islander people and the management of their ICIP.
  2. To ensure the Data is kept to an appropriate standard for safekeeping, access and use (where authorised), ATSIDA will:

1. Electronically store, translate, copy or re-arrange the Data in a format deemed appropriate by ATSIDA to ensure its security and accessibility;
2. Make copies of the Data available for electronic access and use worldwide, subject to any limitations agreed with the Data Depositor;
3. Put in place appropriate technical and organisational measures to:
   1. protect the Data against unlawful or unauthorised processing and any accidental loss or destruction or damage;
   2. ensure private, personal and culturally sensitive Data is protected against unauthorised access or viewing;
4. Provide an online catalogue record for the Data and incorporate metadata or documentation in the Data into other public access catalogues;
5. Take reasonable steps to promote and advertise the Data via appropriate publicity;
6. Remove all or any part of the Data if it is found to be in breach of any laws;
7. Hold, or jointly hold with any other relevant parties, the copyright in any additional data or material created by ATSIDA or the relevant parties as part of ATSIDA Data management, such as but not limited to any search software, user guides, documentation and any other Intellectual Property that it prepares to assist users in using the Data;
8. Subject to clause 5.3 and any organisational constraints, make best efforts to ensure the quality of, and access to, the Data.
   1. UTS and ATSIDA:
9. will not incur any liability, either express or implied, for the Data, for handling, managing or maintaining access to or use of the Data, or for the loss of or damage to the Data;
10. bear no responsibility for the accuracy, completeness or comprehensiveness of the Data;
11. are under no obligation to take legal action on behalf of a Data Depositor, Copyright owner, Indigenous cultural owner or other rights-holders in the Data or collection in relation to that Data.

# Property

* 1. The Data Depositor, or the owner indicated in the Schedule, remains the owner of the Data and retains all legal and beneficial rights, title and interest in the Data.

# Intellectual Property and Moral Rights

* 1. To the extent that the Data Depositor is the owner, or authorised by the owner, of the Intellectual Property in the Data, and unless otherwise indicated in the Schedule, the Data Depositor grants a non-exclusive, royalty-free, transferable, sub-licensable, worldwide licence to UTS to reproduce, publish, communicate to the public, edit, alter, adapt or otherwise use the Data in whole or in part, in any format or medium, on or in relation to ATSIDA and the ATSIDA general operations and for such other purposes envisaged by the parties at the time of entering into this Licence Agreement.
  2. The Data Depositor acknowledges that the licence granted to UTS pursuant to clause 7.1 includes:

1. to incorporate the Data onto ATSIDA and to use the Data in relation to ATSIDA and ATSIDA’s general operations;
2. to make the Data available for public access and use for research, study and community purposes, including via the ATSIDA platform;
3. to make copies of the Data in other formats including digital formats as and when required;
4. to reproduce the Data for research, study and community purposes;

strictly in accordance with any conditions on handling, management, access and use indicated in the Schedule.

* 1. Subject to any conditions on handling, management, access or use of the Data as indicated in the Schedule, the Data Depositor acknowledges that while ATSIDA will ensure that only Registered Users can access the Data, and will notify the Registered Users of any conditions on access and use, the Data Depositor will not hold UTS or ATSIDA liable for any unauthorised access or use of the Data.
  2. UTS will use best efforts to ensure that:

1. The deposit of the Data and the Data Depositor are acknowledged where appropriate;
2. The Indigenous cultural owners of the Data or any ICIP incorporated in the Data, where known, are acknowledged where possible unless advised otherwise;
3. The Copyright owners and Author/s of the Data, where known, are attributed in any use of the Data where possible.
   1. While UTS and ATSIDA acknowledge that the Copyright owners and Author/s of the Data may hold Moral Rights in the Data, the Data Depositor consents, and will ensure the Copyright owners and Author/s consent, to any reasonable act or omission by UTS or ATSIDA (or their licensees, assigns or successors) which would otherwise be a breach of the Copyright owners and Author/s Moral Rights.

# Indigenous Cultural and Intellectual Property (ICIP)

* 1. The Data incorporates, contains or makes reference to Indigenous Cultural and Intellectual Property (ICIP). The parties acknowledge and agree that ownership of any ICIP in the Data remains with the Indigenous cultural owners of that ICIP.
  2. The Data Depositor will, to the best of their knowledge, identify in the Schedule any ICIP in the Data and inform UTS of any known restrictions or cultural protocols applicable to the appropriate handling, management, access and use of the Data.
  3. The parties agree to comply with the ATSIDA protocols and clause 3.3 when dealing with and in any use of the Data.
  4. To the extent that the Data Depositor is authorised to speak for the Indigenous cultural owners of the ICIP or the ICIP in the Data, and unless otherwise indicated in the Schedule, the Data Depositor grants UTS and ATSIDA permission to use the ICIP in relation to the Data to the extent of the licence provided in clause 7.

# Duration of Licence Agreement & Data Sovereignty

* 1. This Licence Agreement will continue for the duration of copyright in the Data unless terminated earlier by either party providing 90 days written notice to the other party.
  2. For clarity, the Data Depositor may request in writing at any time that UTS remove the Data from ATSIDA and/or public access and return the Data to the Data Depositor. Once a written request is received, UTS will confirm the request with the Data Depositor, and then remove the Data from public access within 90 days or such other time agreed by the parties. The Data Depositor acknowledges and agrees that:

a) UTS is entitled to keep a copy of the Data for archival purposes only, and

b) Removal of the Data from ATSIDA/public access does not affect the continuation of licences already granted to Users up to the time of removal.

* 1. UTS reserves the right to remove some or all of the Data from ATSIDA and/or public access at any time and for any reason, or where agreed to with the Data Depositor or the Copyright owner of the Data, or their representatives.
  2. UTS may cease hosting ATSIDA or providing access and use to the Data at any time and for any reason, and without notice to the Data Depositor.
  3. In the event UTS or ATSIDA ceases to exist, or an organisation-based Data Depositor is wound up, the Data and the licence for use of the Data in accordance with this Licence Agreement will be transferred by UTS to a similar organisation.

# Mourning protocols

* 1. If UTS or ATSIDA is notified or becomes aware of the passing of the Data Depositor, UTS will, insofar as it is able, follow the mourning protocols of the Data Depositor outlined in the Schedule.
  2. If UTS or ATSIDA is notified of or becomes aware of the passing of any Indigenous cultural owners of the Data or the ICIP in the Data, UTS will, insofar as it is able, consult with the Data Depositor about the continued use of their name, image, or voice in relation to the Data.
  3. Should UTS be unable to consult in accordance with client 10.2, UTS will be guided by the terms of the ATSIDA protocols in undertaking consultation to information appropriate mourning protocols in relation to the Data Depositor and Indigenous cultural owners.

# Dispute resolution

* 1. Where a dispute arises in relation to this Licence Agreement, UTS and the Data Depositor agree to first use their best endeavours to resolve the dispute between each other in a respectful and culturally appropriate manner.
  2. However, if the dispute cannot be resolved by mutual agreement within 30 days of the aggrieved party notifying the other part of the dispute, UTS and the Data Depositor agree to appoint within 14 days an appropriately qualified independent Indigenous person or body to hear and mediate the dispute.
  3. In the event the parties cannot agree on a person or body to mediate the dispute, the dispute will be submitted to mediation according to the Arts Law Centre of Australia’s mediation guidelines.
  4. If the parties are unable to resolve the dispute within 30 days of commencing mediation, or such later time as agreed by the parties during mediation, the parties may refer the matter to arbitration or commence legal proceedings.

# General conditions

* 1. This Licence Agreement survives the passing of the Data Depositor.
  2. The Data Depositor may assign, novate or otherwise divest this Licence Agreement or any of their rights or obligations under this Licence Agreement to a third party with UTS’ prior written consent, not to be unreasonably withheld.
  3. Nothing is this Licence Agreement creates a partnership, agency or employment relationship between the parties.
  4. This Licence Agreement may only be varied by written agreement of the parties.
  5. All consents, approvals, waivers and notices given under this Licence Agreement must be in writing and given to parties representatives as identified in the Schedule or notified to the other party from time to time.
  6. This Licence Agreement contains all the terms and conditions of the deposit of the Data and supersedes any other agreement, discussion or negotiation between the parties in relation to the deposit.
  7. If any provision of this Licence agreement is unenforceable, illegal or void, it is severed and the rest of this Licence Agreement remains in force.
  8. This Licence Agreement may be executed and delivered electronically (including by email) and in counterpart. Each counterpart will be deemed an original and all counterparts will be taken together and deemed to be one instrument.
  9. This Licence Agreement is governed by, and must be construed in accordance with, the laws in force in the State of New South Wales.

This Licence Agreement (which includes the Schedule), once signed by UTS and the Data Depositor, constitutes the entire agreement between the parties for the acceptance of the deposit of the Data by UTS and continues in accordance with the terms and conditions.

**Executed as an Agreement**

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| **SIGNED** for an on behalf of the **University of Technology (Sydney)**  ....................................................... Signature of Director  ........................................................ Name of Director  ........................................................ Date | ....................................................... Signature of Director/Secretary  ........................................................ Name of Director/Secretary  ........................................................ Date |
|  |  |
| **SIGNED** for and on behalf of the **Data Depositor**  ....................................................... Signature by Data Depositor  ........................................................ Name of Data Depositor  ........................................................ Date | Witnessed by:    ....................................................... Signature of Witness  ........................................................ Name of Witness  ........................................................ Date |

# Schedule – Data Deposit Particulars

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| --- | --- |
| **Party 1 - UTS:**  Name  ABN  Address  Contact  Title  Phone number  Email | University of Technology (Sydney)  [insert ABN]  [insert address]  [insert contact person’s name]  [insert contact person’s title]  [insert phone number]  [insert email address] |
| **Party 2 – Data Depositor:**  Name  ABN (if have one)  Address  Contact (if different to name above)  Title (if relevant)  Phone number  Email | [insert name fo Data Depositor  [insert ABN]  [insert address]  [insert contact person’s name (if relevant)]  [insert contact person’s title (if relevant)]  [insert phone number]  [insert email address]  [insert if owner, authorised joint-owner, agent, representative, Trustee etc]  insert address] |
| **Data** | [insert description of Data] |
| **Property** | *Clause 6 deals with proprietary ownership of the Data (the “property”) being deposited. This is different to copyright ownership (see clause 7) and ICIP (see clause 8) contained in the Data.*Is the Data Depositor the sole owner of the Data (the “property”)?Yes / No / Unknown (Circle the applicable response) If not the sole owner of the Data, is the Data Depositor the authorised agent or representative of the owner/s?  **Yes / No / Unknown** (*Circle the applicable response*)  Please provide details of the owner/s:  [Insert details] |
| **Author** | Is the Data Depositor the sole Author of the Data?  **Yes / No / Unknown** (*Circle the applicable response*)  If the Data Depositor is not the sole Author of the Data, please provide details of the  Author/s (if known):  [Insert details] |
| **Copyright** | *Copyright ownership of the Data being deposited is different to legal ownership of the Data as described in “Property” above and in Clause 6. Generally, the Author/s of the Data will own the copyright unless they have given their rights to someone else. The Copyright owner has the exclusive right to control the copying, publishing and communication of the Data.*  *For licencing purposes:*  Is the Data Depositor the sole owner of copyright in the Data (the “Copyright owner”)? **Yes / No / Unknown** (*Circle the applicable response*)  If the Data Depositor is not the sole owner of copyright in the Data, please provide details of the other Copyright owner/s:  [Insert details]  Where relevant, please state which part(s) of the Data:   * the Data Depositor is the sole owner of copyright;   [Insert details]   * the copyright is owned jointly by the Data Depositor and other parties, and   identify those other parties;  [Insert details]  If the Data Depositor is not the Copyright owner, please provide details of the Copyright owner (if known):  [Insert details] |
| **Indigenous Cultural and Intellectual Property (ICIP)** | Please state what form of ICIP is incorporated or referenced in the Data (e.g. stories, ecological or botanical knowledge, ceremonial information etc.):  [Insert details]  Does the Data Depositor know who the Indigenous cultural owners of the ICIP in the Data are or the relevant Aboriginal or Torres Strait Islander community?  **Yes / No / Unknown** (*Circle the applicable response*)  If Yes, insert details (where appropriate):  [Insert details]  Does the Data Depositor have the cultural authority to speak for ICIP in the Data and to grant the licence to UTS in clause 8.4?  **Yes / No / Unknown** (*Circle the applicable response*)  If the Data Depositor does not have cultural authority to speak for the ICIP, please provide the name and contact details of the representative of the Indigenous cultural owners or community who can speak for the ICIP in the Data (if known):  [Insert details] |
| **Conditions on Access & Use** | Which of the following access & use conditions applies to the Data? (*Tick the applicable response*):  **A – Unrestricted:** Data can be shared openly and is made available for access and use in accordance with the relevant UTS/ATSIDA code of conduct and the ATSIDA Protocols, as amended from time to time.  **B – Conditional:** Access and use is subject to express conditions specified by the  Indigenous cultural owners or the Data Depositor (see below). Applicants from research organisations will require proof of ethics approval from a relevant body.  **C – Closed:** Data is held for safekeeping and may not be accessed. There is no process in place to allow third parties to apply for access and use of the Data. This condition may be re-evaluated formally by Indigenous cultural owners and/or the Data Depositor.  Are there any cultural protocols or restrictions on access or use of the Data (if known)?  **Yes / No / Unknown** (*Circle the applicable response*)  If Yes, insert details (where appropriate):  [Insert details]  Does the Data contain secret, sacred or sensitive information, images or knowledge?  **Yes / No / Unknown** (*Circle the applicable response*)  If Yes, insert explanation (where appropriate):  [Insert details]  Are there any other conditions on access or use of the Data (if known)?  **Yes / No / Unknown** (*Circle the applicable response*)  If Yes, insert details (where appropriate):  [Insert details] |
| **Mourning Protocol** | In the event of the Data Depositor’s death, the Data Depositor has advised UTS that the following mourning protocol should be followed (*Select from the following options*):  No mourning protocol applies.  **OR**  UTS should not:  use the Data Depositor’s name;  show the Data Depositor’s image;  use the Data Depositor’s voice;  for the following period of time: …………………………………………. (e.g. 1 year).  **OR**  UTS is to consult with the Data Depositor’s Representative(s) about continued use of the Data Depositor’s name, image or voice where possible.  Name of Data Depositor’s Representative: …………………………………………………………….  Relationship to Data Depositor: …………………………………………………………………………  Address: ……………………………………………………………………………………………..  Telephone: ………………………………………………………………………………….........  Email: ………………………………………………………………………………………………… |