

DATA DEPOSIT AGREEMENT

Non-Exclusive Distribution and Preservation License

THIS DATA DEPOSIT AGREEMENT (Agreement) is made by and between the University Corporation for Atmospheric Research, a Colorado nonprofit corporation (UCAR) and You (You or Your). You and UCAR may sometimes be referred to individually as a “Party” and collectively as the “Parties”.

The Geoscience Data Exchange (GDEX) serves as NSF NCAR’s trusted platform for sharing and stewarding Earth System Science data and model output. Designed to accelerate discovery and collaboration, GDEX ensures that scientific data are accessible, interoperable and preserved for the global research community.

By acknowledging this Agreement, You understand and agree that the data and dataset that You deposit (Dataset) will be discoverable and openly available to anyone, which means that anyone may download and reuse all or part of the Dataset . In order to properly administer GDEX and preserve the contents for future use, UCAR requires certain permissions, representations, and warrants from You:

1. You hereby grant UCAR a non-exclusive, worldwide, royalty-free, sublicensable and transferable license to use, preserve, promote, analyze, reproduce, translate, and distribute the Dataset in any format or medium. You agree that UCAR may convert your deposited Dataset and/or related metadata files to any medium or format and make multiple copies of the Dataset for the purposes of security, back-up, and preservation. In addition, You understand and agree that UCAR may make changes to descriptive metadata, including enhancements (such as addition of key words) and/or corrections (such as minor typos).
2. You are free to use or publish the Dataset and metadata elsewhere and nothing in this Agreement limits Your rights in and to Your Dataset and metadata.
3. You understand that Your name and ORCID ID may be displayed with the published Dataset.
4. You agree that if sensitive or non-compliant data from Your Dataset are identified after deposit, the Dataset may be removed, and You may be asked to resubmit a corrected version.
5. GDEX only accepts datasets for deposit that are covered by a CC-BY-4.0 license. You agree to assign a CC-BY-4.0 license to Your Dataset prior to depositing it in GDEX.
6. You represent and warrant that:
 - You have the legal right to grant the rights contained in this Agreement.
 - Nothing in the Dataset infringes another party’s copyright or other intellectual property rights.
 - If the Dataset does contain material for which You do not hold copyright, You have obtained the unrestricted permission of the copyright owner to grant UCAR the rights required by this Agreement and the CC-BY-4.0 license and that such third-party

owned material is clearly identified and acknowledged within the content of the Dataset.

- Nothing in the Dataset You deposit violates any contract terms (e.g. Nondisclosure Agreement, Terms of Use, etc.)
 - Nothing in this Dataset contains any private information, confidential information, proprietary information of others, export-controlled information, or otherwise legally protected data or information that You do not have authority to share.
 - To the best of Your knowledge, all content provided within and about the Dataset is accurate.
 - Nothing in the Dataset contains any software viruses or computer codes, files, or programs capable of allowing unauthorized access or disrupting, damaging, limiting or interfering with the proper functioning of GDEX or other users' software, hardware, or telecommunications equipment.
 - The Dataset is in a final state and is not subject to revisions or updates.
 - You understand that if copyright terms for, or ownership of, Your Dataset change, it is Your responsibility to notify UCAR of these changes.
 - You agree that the deposit of the Dataset and Your related actions are subject to all applicable state and federal laws.
7. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. Upon termination, UCAR shall promptly delete the Dataset deposited by You.
 8. To the fullest extent permitted by law, You, on behalf of Yourself, Your heirs, successors, and assigns, fully release and forever discharge UCAR from all liability and claims of whatever nature arising from or relating to UCAR's exercise of the rights and license granted by You under this Agreement.
 9. This Agreement contains the entire understanding between the Parties with respect to the matters contemplated herein and supersedes all previous written and oral agreements and understandings. This Agreement cannot be altered or otherwise amended except pursuant to a written agreement signed by both Parties. This Agreement shall insure to the benefit of and be binding upon the Parties and their agents, successors, employees, and assigns.
 10. A valid waiver of any term or condition of this Agreement must be in writing and shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach.
 11. Nothing herein shall be construed as creating any rights in any third party.
 12. If any provision of this Agreement is held invalid or unenforceable for any reason, such invalidity shall not affect the validity of the remaining provision of this Agreement.
 13. This Agreement is governed by the laws of the State of Colorado without regard to its choice of law provisions. All disputes between the Parties will be brought exclusively in a court of competent jurisdiction in the State of Colorado to which jurisdiction and venue the Parties expressly agree.

14. You represent and warrant that You are duly authorized to execute this Agreement.