

WESTERN PENNSYLVANIA REGIONAL DATA CENTER
DATA DEPOSIT AGREEMENT

The Western Pennsylvania Regional Data Center (WPRDC) is a project led by the University Center of Social and Urban Research (UCSUR) at the University of Pittsburgh in collaboration with City of Pittsburgh and The County of Allegheny in Pennsylvania. The WPRDC and the WPRDC Project is supported by a grant from the Richard King Mellon Foundation.

This Data Deposit Agreement grants permission for WPRDC to accept and provide public access to data you choose to deposit under the terms set forth below. Your signature on the form below is your agreement and assurances with respect to the Data you choose to deposit with the WPRDC.

“Data” shall mean all information of varying formats which may be disclosed to the public and which is not Non Public Information, as defined below. Data may cover but is not limited to topics including property ownership, budgets, transportation, education, public safety, public services, and geographic information. Data may consist of, but is not limited to administrative records created by government or other organizations, statistical information designed to improve the function of government and organizations, and information created about government and organizations.

“Non-Public Information” for the purposes of this Agreement shall mean information that may not be disclosed to the public for the following reasons:

- a. The information is exempt from disclosure or the information is prohibited from being disclosed under State and Federal Laws and regulations including the Pennsylvania Right to Know Act, 65 P.S. §67.101 et seq., the Criminal History Record Information Act, 18 Pa. C.S. §§ 9101-9183, the Health Insurance Portability and Accountability Act (HIPAA), and other applicable privacy laws;
- b. The information is covered by a contractual non-disclosure obligation;
- c. The information is covered by Pursuant to confidentiality and fiduciary obligations; or
- d. The information is private, proprietary or privileged.

By signing this Agreement, you agree to and represent the following:

1. I grant a license to UCSUR to accept my Data and make my Data publicly available through the WPRDC web portal or in any formats deemed appropriate by UCSUR on behalf of the WPRDC. This license includes but is not limited to the following:
 - To describe, catalog, validate and document the Data
 - To enhance, transform and/or rearrange the Data, including the data, metadata, and all associated documentation
 - To create derivative Data sets from original Data provided
 - To store, translate, copy or re-format the Data in any way to ensure its future preservation and accessibility.
 - To incorporate metadata (cataloging information) or documentation in the Data into any public access website or other public medium
2. I understand that the Data provided to UCSUR or the WPRDC shall be used and made available to the public consistent with the terms and conditions of the WPRDC Data Use Agreement (Attachment 1) and the one of the following licenses I choose below, through my initials:

____ Creative Commons Attribution

____ Creative Commons Attribution Share-Alike

- ___ Creative Commons CCZero: <http://creativecommons.org/choose/zero/>
- ___ Creative Commons Non-Commercial (Any)

- ___ GNU Free Documentation License
- ___ Open Data Commons Attribution License
- ___ Open Data Commons Open Database License (ODbL)
- ___ Open Data Commons Public Domain Dedication and License (PDDL)
- ___ Public Domain (choose only if the Data is free from known copyright protections worldwide). See: <http://creativecommons.org/about/pdm>

___ Other, please specify here: _____

If no license is selected with your initials above, then UCSUR and WPRDC shall apply the default license of Creative Commons Attribution: <http://creativecommons.org/licenses/>

3. I understand that UCSUR may refuse to accept Data, in its discretion, for a variety of reasons to include relevance to the WPRDC mission, outside the scope of the WPRDC Project, format, security, or for any other reason it deems appropriate.
4. I understand the UCSUR may, on its own and without notice to me, remove Data from the WPRDC.
5. I represent that:
 - a. I own all of the Data I provide to the WPRDC;
 - b. I have all rights and authority to license the Data to the WPRDC and UCSUR set forth above;
 - c. I have all rights and authority to share the Data I am providing to the WPRDC with the public; and
 - d. I have used due diligence in screening the Data to ensure no Non-Public Information is contained in the Data provided to the WPRDC.
6. I further agree to indemnify, release, and hold harmless the University of Pittsburgh, UCSUR, The City of Pittsburgh, and The County of Allegheny, to include its elected officials, officers, appointees, employees and agents, from any and all liability from claims arising out of any legal action relating to the Data I provide under this Agreement and any breaches of the representations made above, to include claims of infringement, invasions of privacy, and breaches of confidentiality.
7. If you have any feedback, comments, questions, or concerns regarding your deposit of Data with the WPRDC, please contact: The WPRDC Project Manager, Robert Gradeck, at 412-624-9177 or rmg44@pitt.edu.

Printed name and title: _____

Institutional affiliation: _____

Name of Data: _____

Signature: _____

Date: _____