

## INSTITUTIONAL MEMBERSHIP AGREEMENT

Syracuse University, by and on behalf of its Qualitative Data Repository (QDR), Center for Qualitative and Multi-Method Inquiry (CQMI), and Maxwell School of Citizenship and Public Affairs,

And

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### 1. Purpose

This Institutional Membership Agreement (“the Agreement”) governs membership in the Qualitative Data Repository (“QDR”). QDR is hosted by the Center for Qualitative and Multi-Method Inquiry, a unit of the Maxwell School of Citizenship and Public Affairs at Syracuse University. This Agreement establishes \_\_\_\_\_ as an institutional member of QDR.

### 2. Term

Subject to earlier termination as provided herein, the provisions of this Agreement shall be enforced from execution until June 30, 2020.

### 3. Benefit

The sole benefit of institutional membership in QDR is access for the institutional member’s current researchers, faculty, students, and staff to QDR content and services that are reserved for individuals affiliated with institutional members (“reserved content and services”).

### 4. No Additional Rights Created

Nothing in this Agreement is intended to grant any rights in QDR content or services whether as patent, copyright, trade secret or other intellectual property right.

### 5. Access to and Use of Reserved Content and Services

Affiliates of institutional members can only access and use reserved content and services if they are registered users of QDR. They are subject to all of the terms and conditions that cover use of QDR content or services, contained in QDR’s General Terms and Conditions of Use ; QDR’s Standard Deposit Agreement or as applicable QDR’s Special Deposit Agreement ; QDR’s Standard Download Agreement and as applicable QDR’s Special Download Agreement ; and all other operating rules, policies and procedures that may be published from time to time by QDR.

## **6. Institutional Representatives**

Each institutional member must designate an Institutional Representative (IR) to serve as the liaison, and primary contact for all communication, between the institutional member and QDR. IRs shall be responsible for

- (A) assisting users at their institution including with the transmission of specific data and information requests;
- (B) notifying QDR which data deposits by their current researchers, faculty, students, or staff count towards the allotment included in their institution's membership;
- (C) promoting and publicizing QDR, and processing membership renewal;
- (D) receiving all materials and notices including the annual invoice and arranging a single payment to Syracuse University for the benefit of QDR; and
- (E) casting institutional members' votes in elections for members of QDR's Technical Advisory Board and Research Advisory Board, in accordance with the By-Laws of the Advisory Boards of the Qualitative Data Repository .

The IR and contact information for Member Institution :

Changes in IR or contact information for the institutional member shall be promptly communicated to QDR by email (qdr@syr.edu) by appropriate institutional officials.

## **7. Membership fees**

7.1 Fees. The annual membership period is July 1 through June 30. For 2018-20 the fee for institutional membership is \$500. Thereafter fees will be charged on a sliding scale as outlined in Schedule A. The annual fee may be adjusted each annual membership period, and shall be set forth in the annual invoice sent to member institutions.

7.2 Initial Payment of Fees. QDR sends an initial invoice to each institution that seeks a membership at the time that membership is requested.

7.3 Termination of Membership. Membership is continuous unless a notice of intent to terminate membership is delivered to QDR prior to the end of the current membership period. Notice of intent to terminate must be communicated in writing to QDR by either the IR or the head of the IR's unit or department. If no notice of intent to terminate is received the institution will continue to be a member of QDR and applicable fees will be owed. Renewal invoices are automatically mailed to all current institutional members in April and payment is due by July 1.

QDR may terminate an institution's membership in the event that the institution, or any individual described in Section 3, violates any term of this Agreement and/or any of the terms and conditions referenced in Section 5.

In addition, membership shall terminate in the event that QDR ceases to operate, or as otherwise determined by Syracuse University. In the event of a termination pursuant to the preceding sentence, institutional members shall be entitled to a pro rata refund of any prepaid annual membership fees.

## **8. Implementation**

To apply for institutional membership, institutions must complete and submit this Institutional Membership Agreement and the Institutional Membership Form attached below, signed electronically by an authorized institutional representative. QDR will review these materials and send an invoice to the Institutional Representative at the institution applying for membership. QDR reserves the right to approve or reject applications in its sole discretion.

## **9. The Parties**

QDR, CQMI and the Maxwell School of Citizenship and Public Affairs are operating units of Syracuse University; as such, all rights and obligations attributable to “QDR” “CQMI” or the Maxwell School under this Agreement constitute rights and obligations of Syracuse University. Notwithstanding the use of “membership” terminology in this Agreement, it is understood and agreed that QDR is a contractually-based arrangement and not a legal entity. As such, (a) the benefits of membership are limited to those expressly described in this Agreement, (b) neither Syracuse University nor QDR’s staff, Technical Advisory Board, or Research Advisory Board shall have any fiduciary or similar obligations to institutional members in connection with the operation and/or governance of QDR, and (c) no institutional member shall be jointly and severally liable with any other institutional member solely by virtue of its status as a QDR member.

**INSTITUTIONAL MEMBERSHIP FORM**

Qualitative Data Repository (QDR), Center for Qualitative and Multi-Method Inquiry (CQMI),  
Maxwell School of Citizenship and Public Affairs, Syracuse University

Q1. Institution (please include the name of the unit applying for membership, e.g. "University Library" or "Social Science Research Center,")

Q2. Institutional Representative (IR)

a. Name

b. Title

c. Department/Unit

d. Address

e. Phone

f. Fax

g. Email address

Q3. Effective date of membership (payment must be received within 30 days of the effective date of membership or by July 1 for the next membership period)

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Q4. Execution

It is understood that the authorized institutional officer signing this form has read, understands, and agrees on behalf of his or her institution, organization or entity to be bound by the terms and conditions outlined in the attached Institutional Membership Agreement.

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Signature of Authorized Institutional Officer

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Printed Name of Authorized Institutional Officer

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Title of Authorized Institutional Officer

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Date

## Schedule A: QDR Institutional Membership

The reserved content and services specified in the institutional membership agreement are available to institutions for an annual fee. In 2018-2020, there is a flat fee of \$500 for an unlimited number of projects. In subsequent years QDR will offer three tiers of membership, each entailing curation of a different number of data projects (5, 10, or 20), with the annual fee set on a corresponding sliding scale, as described in Table 1 below.

| <b>2018-2020<br/>(flat fee, all projects)</b> |                    | <b>2020-2021<br/>(estimated)</b> | <b>2021-2022<br/>(estimated)</b> |
|---|--------------------|----------------------------------|----------------------------------|
| \$500   | <b>5 projects</b>  | \$600                            | \$1,000                          |
|   | <b>10 projects</b> | \$900                            | \$1,500                          |
|   | <b>20 projects</b> | \$1,200                          | \$2,000                          |

Table 1 Annual fees for institutional membership (in USD/year)

### Using curation slots included in your membership from 2020 forward

QDR typically learns about proposed deposits from individual researchers when they initiate a data project on the main catalog page of QDR and then submit a description of the project for review. QDR reviews the project to determine if it is suitable for ingest into the repository.

If the data project is suitable, and if the depositor is affiliated with a member institution and if there are unused slots remaining in that member's allotment for the period, QDR will contact that member's QDR Institutional Representative and ask if they would like to use a slot for this project. If so, the data project will (with the qualification noted below) be curated with no charge to the individual researcher.

It is assumed that data projects deposited with QDR under this agreement are of a scale and complexity typical of ordinary QDR deposits. Projects that are larger or involve more complicated assistance may require additional work, and hence may bear additional fees. Any such fees would typically be discussed and agreed during the initial consultation, and would be charged to the individual researcher.

### What is included in QDR's curation services

QDR will offer the following curation services for each data project deposited with QDR under an institutional membership agreement:

*Initial consultation and appraisal steps*, which may involve one or more phone/Skype conversations with depositors:

- Curation interview: we help researchers decide which files to include in their deposit (and which files to exclude).
- Project organization: we help depositors to decide how to organize the files comprising their data project (data, documentation, and so on) so that it is easily understood and so its secondary use is facilitated.

*Upon receipt of the data*, QDR stores all files in their original form for preservation. QDR then performs the following tasks on data files.

- File integrity checks: QDR assures that all files can be opened correctly.
- File format conversion: QDR converts files to data formats suitable for long-term preservation.
- File naming: QDR introduces a uniform naming structure to files.
- Copyright review: QDR reviews files with depositors to help them to assess whether files may violate applicable copyright terms or licenses; when they may, QDR helps depositors to develop a solution that will allow publishing as much of the data as legally possible.
- Disclosure risk evaluation assistance: As noted in QDR's deposit agreement, the responsibility for possible disclosure remains with the depositor. QDR can assist depositors whose materials are in languages spoken by a QDR staff member by reviewing all files with potentially sensitive material for possible disclosure risk, and helping depositors to identify and execute a strategy to address any such risk (e.g., de-identifying data and selecting appropriate access controls, which can be applied at the file level or the project level). For depositors whose materials are in other languages, QDR conveys repository best practices.

*Complete documentation and metadata* are crucial for making data findable by other researchers and for facilitating the reuse of data, and should accompany each data project. QDR:

- works with depositors to help them fill any gaps in documentation or metadata.
- helps depositors to craft a data narrative, a key part of documentation that contextualizes data, reducing the risk of misinterpretation and aiding re-use.
- identifies additional files to include as documentation, such as data management plans, de-identification protocols, or informed consent scripts, helping depositors to provide the full context of their data.

*QDR publishes data projects (including data and documentation) at [data.qdr.syr.edu](http://data.qdr.syr.edu)*. Published data projects are assigned digital object identifiers (DOIs), which serve as permanent links and allow for reliable citation to the data.

*After publication*, QDR tracks re-use of data published on QDR. When data are reused, a full citation to the publication that drew on them is added to the landing page of the relevant data project, and the metadata records for the project are updated to ensure that such reuse is captured in citation metrics such as Making Data Count.

Following best practices on data publishing, QDR provides a sample citation, as well as export formats for reference managers (RIS, BibTeX, EndNote XML), which facilitate citation.