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Dataset from : Browsing is a strong filter for savanna tree seedlings in their first growing season: Seedlings

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UNIVERSITY OF THE WITWATERSRAND
JOHANNESBURG

MEMORANDUM OF AGREEMENT

MADE AND ENTERED INTO BY AND BETWEEN

Sally Archibald

AND

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG

PREAMBLE

WHEREAS Sally Archibald (hereinafter referred to as "the Depositor") is the researcher who has generated the records consisting inter alia of Datasets From : Browsing is a strong filter for savanna tree seedlings in their first growing season (hereinafter referred to as "the Collection"),

AND WHEREAS the Depositor wishes to place the collection into the care and custody of the University of the Witwatersrand, Johannesburg (hereinafter referred to as "The University "), subject to certain conditions;

AND WHEREAS The University is willing to accept the responsibility for the custodianship and proper care of the Collection in terms of the conditions set out in this Agreement.

NOW THEREFORE IT IS AGREED THAT:

1. The University undertakes that the Collection shall be maintained by The University in accordance with its practices, policies, rules and procedures for the maintenance of datasets and be catalogued and maintained in accordance with the practices, policies and standards of The University.

2. The parties hereto agree that:

   2.1 The University through the data services will act as Custodian of the Collection for posterity.

   2.2 The collection will be held by The University in the custody of the Wits Data Archive, as a separate collection, suitably indexed and organised to preservation of its identity.

The collection will be known as *Dataset from: Browsing is a strong filter for savanna tree seedlings in their first growing season*

   2.3 The Collection shall be openly accesable may be subject to publishing embargoes.

   Items forming part of the Collection shall not be removed from The University

   Should the Depositor for any reason not be contactable to consider any request regarding the collection then the Vice-Chancellor of The University, bearing in mind the wishes of the Depositor, is hereby authorised to rule on the request via the devolution of authority to the data protection officer and the

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   2.5

university librarian.

2.6 In so far as it may be useful to do so, and as may be reasonably appropriate, The University shall make the contents of the Collection known by:

2.6.1 The inclusion of the collection into a variety of databases;
2.6.2 The inclusion of descriptions of the Collection in such finding aids produced by The University and relevant to the collection;

2.6.3 Public exhibition on the internet of sample images and videos of the depositor;

2.6.4 Posting of a table of contents and an index to the Collection on suitable Internet web sites maintained by The University;

2.6.5 University training and marketing;

2.6.6 Endeavouring to provide copies of particular materials in the Collection, upon request, in hard copy, fax, electronic, or other formats, to persons interested in them, for an appropriate but modest charge, respecting copyright, intellectual property and the conditions specified by the Depositor in this Memorandum and under conditions reasonably established by The University.

2.7 The Depositor may add further items to the Collection, which will be subject to the same conditions, unless the Parties agree otherwise.

2.8 The University shall supply the Depositor with copies of the Finding Aid specifically permanent identifier to the Collection once this has been completed.

2.9 The University will provide funds for the conservation, preservation indexing, storing and the general upkeep of the Collection: Provided that the Depositor or any other party is not precluded from providing additional funds for this purpose.

2.10 The University undertakes to use its best efforts to protect the rights of the original works and the holder or holders of copyright.

2.11 The Depositor shall have right of access to the Collection as a whole at all reasonable times.

2.12 Where possible and if funds permit, the collection should be preserved for an infinite timeframe.

2.13 The University shall have the right to permit copies to be made (including by digitisation) of items in the Collection for use by any bona fide researcher, student, or member of the public, or for archival and preservation purposes, subject to such conditions as may be imposed by The University and/or the Depositor and in so far as The University may be permitted to impose such conditions under prevailing legislation.

2.14 Notwithstanding anything to the contrary contained herein, the Depositor has the

right from time to time and by written notice to the Vice-Chancellor of The University or his or her nominee to request The University to close any portion/s of the Collection or to restrict access thereto for a fixed period and The University may withhold consent only on reasonable grounds.

2.15 The University undertakes to take all reasonable steps to preserve and protect the Collection. It will be liable for loss and damage to the Collection, but only to the extent that such loss and/or damage is covered by the University's insurance cover.

2.16 Amendments to this Memorandum of Agreement must be expressed in writing.

Dated at JOHANNESBURG on this the 14th day of December 2020 in the presence of the undersigned witness.

Sally Archibald **Principal investigator**

THE DEPOSITOR **NAME** **DESIGNATION**



WITNESS

Dated at JOHANNESBURG on this the 14th day of December 2020 in the presence of the undersigned witness.

Nina Lewin NSL Data Services Librarian

THE UNIVERSITY **NAME** **DESIGNATION**



WITNESS