## Welcome to RASCAL

RASCAL is an electronic gateway to research resources relating to Ireland. The site can be used to search or browse information about a wide range of research and special collections held in libraries, museums and archives in Ireland and abroad. The Directory consists of summary descriptions of collections available to researchers in the Humanities and Social Sciences recording details of content, location, format, and access. Links to institutional catalogues and other digital resources are provided where available. This resource is maintained by Queen’s University Belfast with records contributed and updated by participating institutions on the island of Ireland and partners in the United States. We aim to provide access for researchers and the general public to hidden collections as well as the more well-known and familiar. RASCAL is a free online resource and there are no fees associated with participation and contributing collection level details about your Ireland related collections. By taking an interdisciplinary and collegial approach RASCAL aims to support teaching, learning, research, and scholarship in Irish Studies.

By participating in RASCAL, you agree to these Terms and Conditions of Use and Participation, which are subject to an agreement (Institutional Licence) entered into between RASCAL (Queen’s University Belfast) and a contributor's affiliated institution. If you have questions about your affiliated institution's participation agreement with RASCAL, please contact [rascal@qub.ac.uk](mailto:rascal@qub.ac.uk)

## AGREED TERMS

### INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Authorized Users:**

Access to Content in RASCAL is available for “Authorized Users”, meaning individuals who can access the secure RASCAL portal using RASCAL credentials and are permitted to access the Content (collection level records) through the Hosting Services under this agreement. A list of Authorised Users [Schedule 1] will be provided by the Licensed Institution which may be amended from time to time.

(a) individuals who are affiliated with a Licensed Institution, such as a university, college, school, public library, archive, museum, research or heritage institution, scholarly society or government agency) that maintains a valid Institutional Use and Participation Agreement with RASCAL. This includes, as applicable: full and part-time staff;

(b) individual members of scholarly societies that have licensed access through this agreement with RASCAL for access to the Online Application ("Individual Access")

**Content:** means the collective of:

**Collection Level Records***,* defined as records which identify and describe research and special collections relating to Ireland of particular interest to researchers in the Humanities and Social Sciences. Records conform to a standardised template for collection description prepared for use by RSLP-funded projects by UKOLN (the UK Office for Library Networking based at the University of Bath, 2000) and provide links to on-line catalogues and digital resources where available. The model details a wide range of attributes through which a comprehensive description of a collection can be compiled. Fields included such elements as *collection title, description, dates, custodial history* and *accrual, access conditions, institutional contacts* and *location* etc – everything and anything a researcher could wish to know about a collection in order to quickly assess whether it is worth consulting or not.

**Collection Description** is a relatively new area of activity for information professionals, it is a useful supplement to the standard itemised listings of materials that researchers normally encounter. It focuses on top-level information about collections, so that they can be described as a whole and so made available for use much more quickly and efficiently than they might otherwise have been with detailed itemised cataloguing.

In terms of definition, RASCAL was established to include “collections containing rare or unique material, irrespective of format, or those that have attained a critical mass, which would make it attractive or perhaps essential for a researcher to visit.” Although quite broad in scope, the criteria which this definition established are quite useful as it allows participating institutions to surface information about a wide range of collections, whether bibliographic, archival or digital, regardless of age, format or extent. Single item collections are also represented. The focus is limited primarily to Humanities and Social Sciences collections, although this in itself is interpreted in the widest sense to include, for example, the history of science and the history of medicine.

**Confidential Information:** information that is proprietary or confidential.

**Effective date:** Date [dd mm yyyy].

**Fees:** there are no fees associated with participation and use of RASCAL.

**Hosting Services:** the services that QUB provides to allow Authorised Users to access and use RASCAL through the Online Application.

**Online Application:** a website to allow navigation to the Content as accessed online by Authorised Users in accordance with this Agreement.

* 1. Any reference to Northern Irish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Northern Ireland, be deemed to include a reference to what most nearly approximates to the Northern Irish legal term in that jurisdiction.

### HOSTING SERVICES

* 1. QUB shall perform the Hosting Services.

2.2 In relation to Authorised Users and access to the Online Application:

1. [Licenced Institution] access to the Hosting Services and Online Application shall be limited by [Licenced Institution] to individual Authorised Users;
2. [Licenced Institution] shall ensure that Authorised Users log out of Online Application once they have completed their session;
3. [Licenced Institution] shall ensure that any terminal being used in an open access area should lock and require re-authentication after being idle for [TBC] minutes or more;
4. QUB may audit access and the access patterns to the Online Application. If such audit reveals (or QUB otherwise becomes aware) that access to the Online Application or Hosting Services have been provided to individuals who are not Authorised Users then, without prejudice to QUB’s other rights, [Licenced Institution] shall prevent such individuals from accessing the Online Application and/or Hosting Services.
   1. In relation to the Online Application:
5. QUB hereby grants to [Licenced Institution] on and subject to the terms and conditions of this agreement a non-exclusive, non-transferable licence to allow Authorised Users to access the Online Application through the Hosting Services. The use of the Online Application shall be for the purposes of support for teaching, learning, research, and scholarship in Irish Studies. [Licensed Institution] shall keep QUB fully informed of any current or prospective research or other projects involving RASCAL or the Online Application of which they are aware from time to time. QUB agrees not to unreasonably withhold permission for [Licensed Institution] to reproduce any element of the Online Application in the context of their ongoing programme of academic publications.
6. the rights provided under this clause 2.3 are granted to [Licensed Institution] only, and cannot be considered granted to any other person;
7. [Licensed Institution] shall not:
   1. attempt to duplicate, modify or distribute any portion of the Online Application or the underlying software; or
   2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Online Application or the underlying software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
   3. use the Online Application or Hosting Services to provide access to the Content or any part of it or any other services to third parties who are not Authorised Users; or
   4. transfer, temporarily or permanently, any of its rights under this agreement, or
   5. attempt to obtain, or assist others in obtaining, access to the Online Application, other than as provided under this clause 2; or
   6. attempt to remove, hide or alter any mark applied by or for QUB on any part of the Content used to indicate that QUB or any other Licenced Institution owns intellectual property rights in the Content or to otherwise indicate their ownership and/or provenance.
8. [Licensed Institution] shall comply with (and shall ensure that the Authorised Users shall comply with) the terms and conditions of the Online Application for access to and use of the Content as posted on the Online Application from time to time; and
9. QUB shall not be liable to [Licensed Institution] and/or any Authorised User in the event of any loss of or interruption to the Services.
   1. All relevant Content will be made available by QUB, to [Licensed Institution], through the Online Application, as soon as possible after the signature of this agreement by both parties.

### QUB’S OBLIGATIONS

* 1. QUB undertakes that the Hosting Services will be performed with all reasonable skill and care.
  2. QUB will use reasonable endeavours to restore system failures in respect of the Online Application within a reasonable period of time. However, QUB shall not be liable for any loss, interruption or inconvenience caused by use of the Online Application contrary to the QUB’s instructions or modification or alteration of the Online Application by any party other than QUB or QUB’s agents. QUB does not warrant that [Licensed Institution] use of the Online Application and the Services will be uninterrupted or error-free.
  3. This agreement shall not prevent QUB from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this agreement.

### OBLIGATIONS OF [Licensed Institution]

* 1. [Licensed Institution] shall:

1. provide QUB with:
   1. all necessary co-operation in relation to this agreement;
   2. all necessary access to such information as may be required by QUB; and
   3. such personnel assistance as may be reasonably required by QUB;

in order to provide the Hosting Services;

1. present the Online Application in the context of a secure portal restricted to staff of [Licensed Institution] and manage usernames and passwords for access to the Online Application in the context of a list of Authorised Users as described in 2.2 (b and c) and listed in Schedule 1.
2. comply with all applicable laws and regulations with respect to its activities under this Agreement.

### CHARGES AND PAYMENT

* 1. There are no charges or payment associated with this Agreement for Use and Participation.

### PROPRIETARY RIGHTS

* 1. [Licensed Institution] acknowledges and agrees that QUB and/or its licensors own all intellectual property rights in the Online Application and the Hosting Services. Except as expressly stated herein, this agreement does not grant [Licensed Institution] or its Authorised Users any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of QUB, the Online Application, Hosting Services or any related documentation.
  2. QUB confirms to [Licensed Institution] that it has all the rights in relation to the Online Application that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

### CONFIDENTIALITY

* 1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party’s Confidential Information shall not be deemed to include information that:

1. is or becomes publicly known other than through any act or omission of the receiving party; or
2. was in the other party’s lawful possession before the disclosure; or
3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
   1. Each party shall hold the other’s Confidential Information and the subject matter and content of this agreement in confidence and, unless required by law or regulation, not make it available to any third party, or use it for any purpose other than in accordance with and for the purposes of implementation of this agreement.
   2. Each party shall take all reasonable steps to ensure that the other’s Confidential Information to which it has access and the content of this agreement is not disclosed or distributed by its employees or agents or, in the case of [Licensed Institution], the Authorised Users in violation of the terms of this agreement.
   3. [Licensed Institution] acknowledges that the Online Application and the Hosting Services form part (without limitation) of QUB’s Confidential Information.
   4. This clause 7 shall survive termination of this agreement, however arising.

### INFRINGEMENT

* 1. If it is alleged by any third party that the Online Application infringes any third party intellectual property rights, in the defence or settlement of such claim, QUB may, in its sole discretion, obtain for [Licensed Institution] the right to continue using the Online Application, replace or modify the Online Application so that it becomes non-infringing or terminate this agreement without liability to [Licensed Institution].

### LIMITATION OF LIABILITY

* 1. This clause 9 sets out the entire financial liability of QUB (including any liability for the acts or omissions of its employees, agents and sub-contractors) to [Licensed Institution] pursuant to this agreement, including without limitation in respect of:

1. any breach of this agreement;
2. any use made by [Licensed Institution] of the Hosting Services, or the Online Application; and
3. any representation, statement or tortuous act or omission (including negligence) arising under or in connection with this agreement.
   1. Except as expressly and specifically provided in this agreement:
4. QUB shall have no liability for any damage caused by errors or omissions in any information, documents, instructions or scripts provided to [Licensed Institution] in connection with this agreement or the services provided pursuant to it, or any actions taken by QUB at [Licensed Institution]’s direction; and
5. all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
   1. Nothing in this agreement excludes the liability of QUB:
6. for death or personal injury caused by QUB’s negligence; or
7. for fraud or fraudulent misrepresentation.
   1. Subject to clause 9.3:
8. QUB shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising; and
9. QUB’s total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the Fees as outlined in paragraph 5 above.

### TERM AND TERMINATION

* 1. This agreement shall commence on the Effective Date and shall continue for a period of 5 years, unless terminated earlier in accordance with this agreement. This Agreement may be renewed for a further period, by mutual agreement and subject to [Licensed Institution]’s full compliance with the terms and conditions as set out in this document.
  2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this agreement without liability to the other if:

1. the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
2. an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
3. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989); or
4. a receiver is appointed of any of the other party’s assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party’s assets; or
5. the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
6. the other party ceases, or threatens to cease, to trade; or
7. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
   1. QUB may terminate this agreement at any time immediately on written notice to [Licensed Institution] if any person other than an Authorised User is given access to the Online Application, the Hosting Services or if [Licensed Institution] is in breach of its obligations pursuant to any of clauses 2.2, 2.3(c), 2.3(d), 4, 5 or 7 or any use of the Hosting Services, Online Application, or usernames and passwords in a manner other than as permitted under this Agreement.
   2. On termination of this agreement for any reason:
8. all licences granted under this agreement shall immediately terminate;
9. [Licensed Institution] shall return promptly to QUB all copies of QUB’s Confidential Information and any other information, materials or software of QUB in [Licensed Institution]’s possession or control;
10. [Licensed Institution] shall make no further use of the Online Application or Hosting Services; and
11. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

### FORCE MAJEURE

QUB shall have no liability to [Licensed Institution] under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of QUB or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that [Licensed Institution] is notified of such an event and its expected duration.

### ENTIRE AGREEMENT

* 1. This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. For the avoidance of doubt, the parties hereby agree that this agreement supersedes and replaces any previous agreements between them, which shall terminate at the date of this agreement and neither party shall have any liability to the other in connection with such agreement.
  2. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

### ASSIGNMENT

* 1. Neither party shall, without the prior written consent of the other, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

### NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### THIRD PARTY RIGHTS

This agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

### NOTICE

* 1. Any notice required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by fax, commercial courier or airmail, to each party required to receive the notice at its address as set out below:

**The Queen’s University of Belfast:**

Director of Information Services

The McClay Library

10 College Park

Queen’s University of Belfast

Belfast

BT7 1LP

Fax Number: +44(0)28 9097 6362

**[Licensed Institution]**

[Name]

[Position]

[Address]

Fax Number: +

or as otherwise specified by the relevant party by notice in writing to each other party.

* 1. Any notice shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in this clause; or if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed; or if sent by airmail at 9.00 a.m. on the seventh day after posting.
  2. A notice required to be given under this agreement shall not be validly given if sent by e-mail.
  3. All notices sent pursuant to this agreement must be, and shall only be effective if, signed by a duly authorised representative of the relevant party being the Director of Information Services for QUB and [Name] for [Licensed Institution].

### COUNTERPARTS

* 1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

### VARIATION

* 1. No variation of this agreement shall be effective unless it is in writing and signed by an authorised representative of both parties.

### GOVERNING LAW, JURISDICTION AND AGENT FOR SERVICE

* 1. This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of Northern Ireland.
  2. The parties irrevocably agree that the courts of Northern Ireland have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

This agreement has been entered into on the date stated at the beginning of it.

Signed by [Name]

For and on behalf of ………………………………………..

[Licensed Institution] [Name]

[Position]

Signed by [Name]

For and on behalf of ………………………………………..

**Queen’s University Belfast** [Name]

Director of Information Services, Queen’s University Belfast

**Schedule 1 - List of Authorised Users**

The list of authorised users as of DD MM YYYY is as follows: