Transferring your Rock Art Records to HES

Please read this guidance carefully before you start uploading your records to our website. It described the terms under which Historic Environment Scotland (HES) accepts your records and cares for them in the future.

We appreciate that you are committing a great deal of your own time by collaborating with the Scotland’s Rock Art Project (ScRAP), and we are extremely grateful for your input. In this document, we describe the steps that HES will take to distribute and care for the rock art records that you create.

Digital copies of rock art records created by Community Teams during ScRAP will be added to the collections curated by HES, and made publicly available via Canmore, the on-line database for the National Record of the Historic Environment of Scotland, as well as via the ScRAP website. These records will be maintained in perpetuity as part of Canmore.

By contributing to the Canmore collections and database, you are playing a crucial role in improving understanding and preservation of Scotland’s rock art, now and for the future.

In order to transfer your records to Canmore for long-term curation and public access, HES asks that you assign the copyright of your records to HES. This is standard practice for all material deposited in HES’s collections. When you first register on the ScRAP website, you will be asked to agree to the website Terms and Conditions. By agreeing to the Terms and Conditions, you will be assigning copyright of your transferred records to HES.

We realise that HES’s request may raise concerns and questions. This guidance aims to clarify why this agreement is necessary and what it involves.

Part 1 of this guidance highlights the Key Points about the Terms and Conditions.

Part 2 explains in more detail why HES asks you to assign them your record rights, and what this means for you and your Team (your ‘Team’ includes everyone working with you during your collaboration with ScRAP). It also describes the steps that HES will take to distribute and care for these records in perpetuity as part of Canmore, and offers some answers to key questions.

If you have any further questions about the Terms and Conditions, or how we will use the data you submit as part of ScRAP, please contact us.

The ScRAP Team (Tertia, Joana, Stuart and Guillaume)

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PART 1. Key Points about the Terms and Conditions

- The information you gather through fieldwork, and the 3D models you produce, will provide an important source of data for practitioners, community groups, researchers, students, and members of the public, now and in the future.

- In order for HES to preserve the rock art records that you and your Team create, and make them publicly accessible as part of Canmore, we ask you to assign the intellectual property rights (i.e. the copyright) in the records to HES.

- This only applies to material uploaded to our website using the data entry form. This material will go to Canmore. **You retain the copyright of all material that you do not submit via our website.**

- To assign copyright to HES, we ask that members of your Team, or an individual designated by the rest of the Team to represent them, agrees to the [Terms and Conditions](#) of the ScRAP website. Individuals representing the Team can be approved verbally, so long as all members of the Team agree with the decision.

- You will only need to agree to the Terms and Conditions once when you first register on the ScRAP website.

- When you register on the ScRAP website, we will also ask you to enter your name and email address. This information will be stored in our website database only for the duration of the project (until December 2021). You can remove or update it at any time.

- When you register, we will also ask you to tell us how your Team wishes to be acknowledged (your Team name). This is the name that will be linked to all the data that you and your Team submits.

- HES will acknowledge your Team as the creator of these records when they are displayed on Canmore and the ScRAP website.

- Once your records have been transferred to the Canmore database, you and all members of your Team, will be able to use all the material that you have contributed freely in any way you like, except for commercial purposes.

- If you publish or disseminate material you have submitted to HES, you can acknowledge your Team as the creators of the material, but you will also need to acknowledge HES as the copyright owner, using the form © HES. You do not need permission from HES to do this.
PART 2. Additional Information

How HES will curate your records

- Your records will become part of HES' Collections, one of Scotland's National Collections, which is professionally managed by a team of archivists and conservators. Appropriate steps will be taken to ensure the long-term care, preservation and accessibility of your records, even as technology and file formats continue to develop and change.

- HES will make digital copies of your records freely available to the public on-line via Canmore. The only time that HES will charge is when members of the public who are not part of your Team request a high resolution version of an image. This is standard HES policy for all high-resolution digital images in order to cover HES resources.

- As your material will be protected by copyright legislation from unauthorised use, HES will manage requests from people wishing to obtain copies of your records, or to use them in publications. Assigning rights to HES avoids us having to approach your Team each time we receive such a request.

- The Agreement will also allow for these records to be supplied to Sites and Monument Records (SMRs) or Historic Environment Records (HERs).

HES requirements

- The records which you deposit with HES must not contain any material which breaches copyright. This includes maps, plans, or photographs from other sources which are still in copyright and whose owners have not given their permission for you or HES to publish them. Material that breaches copyright will be excluded from the Canmore database. Please check with us if you are unsure about the copyright status of any sources you may wish to use.

- Every member of your Team must be made aware that the intellectual property rights of records created by the Team will be transferred to HES and must consent to this. Consent can be given verbally within the Team.

- The name or title under which you wish your material to be acknowledged must be agreed verbally by all members of the Team involved in its creation.

- You are free to publish records created by your project but you will need to acknowledge HES as the copyright owner. The correct form of acknowledgement is © HES.

- If you give copies of records created by your project to your local SMR or HER you must tell them that HES is the copyright owner and ask them to acknowledge this if they make the records available to researchers.
Key issues and questions

- **What are intellectual property rights?**

  Intellectual property rights are defined in the Copyright, Designs and Patents Act 1988. The Act recognises that people have rights over work that they create, whether it is a piece of art, a photograph, a piece of writing, or an idea. It says that people have a right to be acknowledged for any works they have created, and it defines how long this right should last – different terms apply to different types of records, created at different times. Works cannot legally be copied without the consent of the owner of these rights.

- **Why does HES want rights to the records that I have created?**

  This makes it much easier for HES to care for the records in the long-term, and make them available for others to use, both now and in the future.

  All original material that you produce during ScRAP is your copyright. This includes digital photos, 3D models, digital versions of your plans and sketches, and written records. When HES makes the information that you transfer to them available via the internet it is effectively publishing it. In order to publish material in any format (including digitally), HES must first have permission from the copyright owners to do so.

  While copyright of every original piece of material (i.e. each photograph, each plan etc.) belongs to the person who has created it, in most cases the rock art records produced as part of ScRAP involve a great deal of team-work, and identifying each part created by each individual in the Team is likely to prove personally and legally difficult. This problem will be compounded in the future as Teams may cease to exist, and individual members may lose contact. If HES cannot trace all copyright owners in the future, this will severely restrict the uses which can be made of your records.

  **Note:** The Terms and Conditions refer only to the digital material that you transfer to HES via our website data entry form. If you take two very similar digital images, for example, only the one that you submit via our website will become HES copyright.

- **Why should HES benefit from all the hard work that I have done?**

  HES will not benefit materially from the transfer of rights, and will not prevent the Team or Team members from freely using the records they have created.

  By transferring the rights in your records, HES can accept responsibility for curating your records in perpetuity and ensuring their long-term accessibility. It will also make them available to a wide audience, and allow HES to respond to any requests to copy and distribute to third parties.

  **You retain copyright** of all material not submitted via our website to HES for long-term curation. This includes the data that you share with us via a hard drive, specifically:

  - Your original photogrammetry photographs
  - Your 3D models (.PSZ files)
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- Exported 3D file formats (.OBJ, .MTL, .PNG files) not uploaded to our website

- **Do the Terms and Conditions have to be agreed by all members of our Team?**

  They should be agreed by everyone who will be participating in the project and in the creation of records, in whatever capacity. All members of your Team that use the ScRAP website to upload data will be asked to agree to the website Terms and Conditions when they first register to use the website.

  You may find it easier to nominate one or two individuals to upload data and agree to the Terms and Conditions on behalf of your Team – but this will only be legal if every Team member consents to this arrangement, and it is the responsibility of the Team to gain this consent verbally.

- **What can we do with our records once they have been transferred to HES?**

  All members of your Team can use any of the records created by the Team freely (i.e. without any costs) for study, research, and non-commercial publication. 'Publication' includes:

  - Publishing a free information leaflet or a book
  - Publishing material on your Team website, or on a member's personal website
  - Creating a permanent display for the public - e.g. notice-board or information panel
  - Sharing copies with friends or colleagues
  - Using material in presentations, such as to a local society or at a conference.

  This list is not exhaustive - if you are unclear whether an intended use is covered under the website Terms and Conditions, please contact us to check.

  In all cases, the records must be used with appropriate attribution. This means that if you publish the records or distribute them in other ways, you can acknowledge your Team as the creator, but must also acknowledge HES as the copyright owner using the form © HES.

  If you give copies of the records to your local Sites and Monument Records (SMRs) or Historic Environment Records (HERs) you will need to tell them that HES is the copyright owner and ask them to acknowledge appropriately.

  As already noted, copyright of images and 3D models not submitted via our website remains with your Team

- **Will our work be acknowledged by HES?**

  Yes! We will acknowledge your Team as the creator of the records you submit on the ScRAP website and on Canmore. In order for HES to acknowledge your Team, it is important that the name under which your work is acknowledged has been agreed at the outset by all members of your Team, and reflects the whole Team’s involvement. In most cases this will be the name of the Team involved in ScRAP. It is the responsibility of the Team to gain this agreement.
• **Will HES charge for using the records we submitted?**

No! In recognition of your contribution, HES allows all members of your Team to **freely** use and publish the records created by the Team and submitted to HES.

• **Will we have to ask HES every time we wish to use the records?**

No, as long as the material is appropriately attributed, you can use your Team records freely without consulting HES.

• **What if I have already used copies of our records without acknowledging HES?**

Up to the point of assignation (i.e. **before** the records are submitted to the ScRAP website) rights in your Team's records are not owned by HES and you can do what you wish with them.

• **What about records that we display on the ScRAP website?**

As the ScRAP website is currently owned by HES, the Terms and Conditions relate to all material uploaded to the ScRAP website, even though there may be a delay before that material is transferred to Canmore and becomes part of HES' collections.

• **I would like to participate in ScRAP, but I am not willing to transfer rights in the records I create to HES.**

We are legally bound to HES copyright requirements, and it will not be possible to curate your material in perpetuity without your agreement to transfer rights to HES. However, if you would like to allow us to use your date for research during the project, you can share it with us via your hard drive. We will keep it for the duration of the project, but not transfer it to HES for long-term curation in Canmore. If you are in any doubt, please contact the ScRAP Team.

• **What will HES do with any personal data I provide with when I register on the ScRAP website?**

When you register on the ScRAP website, you will be asked to provide your name and email address for our records in case we need to contact you in the future. Any personal data you submit will be securely archived for the duration of the project in accordance with HES’s Data Protection procedures.

The only people who will be able to access your personal data will be members of the project team, and authorised members of the web development team who need access to all areas of the website for the purposes of maintenance and improvement. You can update or delete your personal data from the website at any time, and all personal data will be removed from our records when the project ends in December 2021.

Thank you.