

! REFERENCE VERSION !

Deposition & License Agreement

Kommentar [SW1]:

This draft serves as the referential draft for the actual agreements and is individually adapted to meet the requirements and needs of individual projects and partners.

I Parties

- i. The organisation or person authorized to transfer and deposit the digital dataset(s), hereafter referred to as *the Depositor*:
- ii. The ZIM-ACDH as the hosting institution of the GAMS repository, hereafter referred to as *the Repository*.

1. Rights granted by the Depositor to the Repository

- a. The Depositor grants the Repository a non-exclusive license for digital data streams, hereafter referred to as *the Content*.
- b. The Repository is authorized to include the Content in its data archive.
- c. The Repository is authorized to make the Content (or parts thereof) available to third parties by means of on-line transmission. In addition, the Repository has the right to make a copy of the dataset or to grant third parties permission to download a copy.

2. The Depositor

- a. The Depositor declares that he is a holder of rights to the Content, or the only holder of rights to the Content, under the relevant legislation, and/or is entitled to act in the present matter with the permission of other parties that hold rights.
- b. The Depositor indemnifies the Repository against all claims made by other parties against the Repository with regard to the Content.
- c. The Depositor shall ensure that the Repository has actual contact information of the responsible persons.

3. The Repository

- a. The Repository shall ensure, to the best of its ability and resources, that the deposited Content is archived in a sustainable manner for the duration of this agreement.
- b. The Repository shall, as far as possible, preserve Content unchanged in its original digital format, taking account of current technology and the costs of implementation. The Repository has the right to modify the format and/or functionality of Content if this is necessary in order to facilitate the digital sustainability, distribution or re-use of Content.

- c. The Repository shall ensure, to the best of its ability and resources, that the Content remains legible and accessible by providing a set of dissemination methods in agreement with the Depositor for the duration of this agreement.
- d. The Repository shall, to the best of its ability and resources, ensure that effective technical and other measures are in place to prevent unauthorized third parties from gaining access to restricted Content.
- e. If the Repository ceases to exist or terminates its data-archiving activities, the Repository shall
 - attempt to transfer the data streams to a similar organization that will continue the Agreement with the Depositor under similar conditions if possible,
 - inform the Depositor of the cancellation of its activities,
 - provide the Depositor the opportunity to transfer a copy of the Content.
- f. The Repository is not liable for any damage or losses resulting from acts or omissions by third parties to whom the Repository has made Content available.

Kommentar [SW2]:

The exact dissemination methods and the duration of the project cooperation will be settled in a separate „cooperation agreement“ referenced here.

4. The Content

- a. The Depositor declares that the Content corresponds to the specification agreed upon with the Repository.
- b. The Depositor declares that Content contains no data or other elements that are contrary to the law or public regulations.
- c. The Depositor will supply Content by means of a method, format and medium deemed acceptable by the Repository.
- d. The Depositor will provide metadata for the Content and the data streams corresponding to the specifications agreed upon with the repository.

5. Removal of Content and changes to access conditions

- a. If sufficient indispensable grounds exist, the Depositor has the right to request the Repository not to make the Content available for a temporary period or permanently. In such cases, the Repository shall retain Content in the data archive, but shall no longer allow third parties to access the Content or substantial parts thereof.
- b. If sufficient indispensable grounds exist, the Repository has the right to remove Content from the archive wholly or in part, or to restrict or prevent access to Content on a temporary or permanent basis. The Repository shall inform the Depositor in such cases.

6. Availability to third parties

- a. The Repository shall make the Content available to third parties in accordance with the access conditions agreed with the Depositor.
- b. The Repository shall make the Content available only to third parties who have agreed to comply with the conditions of use. Unless agreed otherwise with the Depositor, the use of Content is subject to the General Terms of Use laid down by the Repository.
- c. The Repository can make Content (or substantial parts thereof) available to third parties:
 - if the Repository is required to do so by legislation or regulations, a court decision, or by a regulatory or other institution
 - if this is necessary for the preservation of Content and/or the data archive
 - (to a similar institution) if the Repository ceases to exist and/or its activities in the field of data-archiving are terminated
- e. The Repository shall publish the metadata provided by the Depositor and make them freely available. Other documentation that relates to the dataset and is provided by the Depositor shall be published and made freely available, unless the Depositor has specified that certain documents must not be made freely available.
- f. The general information about the research and the metadata relating to Content shall be included in the Repository's databases and publications.

7. Provisions relating to use by third parties

The Repository shall require third parties to whom the Content or parts thereof is made available to include in the research results a clear reference to the Content from which data have been used.

8. Death of the Depositor

Following the death of the Depositor, or in the event that the Depositor's organization ceases to exist, Content in the 'Restricted Access' category shall automatically be transferred to the 'Creative Commons BY' category. This is not applicable if Content contains personal data or if the copyright falls to the heirs of the original copyright owner.

9. Duration and termination of the Agreement

- a. This Agreement shall come into effect on the date on which the Repository receives the Content (hereafter the deposit date) and shall remain valid for an agreed period. Cancellation of this Agreement is subject to a period of notice of six months, and notice shall be given in writing. It is possible to change the agreed access category at any time during the term of the Agreement.
- b. Notwithstanding point (a), this Agreement shall end when Content is removed from the data archive in accordance with Article 5 of this Agreement.

Kommentar [SW3]:

This period will be defined in the „cooperation agreement“ mentioned above and referenced here.

10. Applicable Law

Austrian law is applicable to this agreement.

11. Access to Content

The Repository is permitted to distribute the Content and make it available by means of a license agreed upon with the Depositor, based upon the recommendations of the Europeana Available Rights Statements [<http://pro.europeana.eu/available-rights-statements>].

Kommentar [SW4]:

The agreed-upon license(s) can be listed here, with a short description of what they entail. We usually recommend CC-BY licenses, but can implement all the various licence types listed in the Europeana Rights Statement.

The Depositor hereby agrees to the above provisions and the general code(s) of conduct referred to in this document.