

Self-Deposit Agreement

Contract type Self-Deposit Agreement SU 1.1

entered into by and between

[Name]

[Address]

[if applicable, represented by:.....]

[E-mail address]

[Phone number]

[Date of birth]

– hereinafter referred to as '**Data Depositor**' –

and

the

University of Vienna, Universitätsring 1

1010 Vienna, Austria

represented by the Library and Archive Services service unit of the University of Vienna, which is in turn represented by Dr Andreas Brandtner, acting on behalf of the Core Facility AUSSDA – The Austrian Social Science Data Archive

– hereinafter referred to as '**AUSSDA**' –

hereinafter also collectively referred to as '**Parties to the Agreement**'.

Preamble

The Data Depositor is entitled to independently archive and make available archived records with AUSSDA using the AUSSDA Self-Deposit Service. This means that the Data Depositor is granted access to the AUSSDA Dataverse as well as all necessary permissions, enabling them to archive and make available archived records without further action required from AUSSDA employees. The Data Depositor holds all the necessary rights to the archived records intended for archiving and subsequent use. For the purposes of this contract, the term 'archived records' refers to immaterial goods that are available in machine-readable formats and are, as such, merchantable irrespective of a carrier. This particularly applies to any type of data relating to social sciences as well as their accompanying materials, such as codebooks, methodology reports, data collection instruments (hereinafter referred to as '**archived records**') and pertinent metadata (hereinafter referred to as '**metadata**').

The Core Facility AUSSDA – The Austrian Social Science Data Archive is a social science research infrastructure. AUSSDA represents Austria in the Consortium of European Social Science Data Archives (CESSDA ERIC). The objective of AUSSDA is to establish a platform for storing, archiving and making available archived records of the social sciences, in accordance with international standards, in order to make the said archived records findable, accessible, interoperable and reusable (hereinafter referred to as '**archive**').

Appendixes 1-3 are an integral part of this Agreement.

In addition to this Agreement, the AUSSDA Terms of Service apply, which are available on the website <https://www.aussda.at/en/terms-of-service/>.

1. Subject of Agreement

1.1. This Agreement grants the Data Depositor rights to use the AUSSDA Self-Deposit Service to independently archive and make available archived records via AUSSDA.

2. Obligations of the Data Depositor

2.1. The Data Depositor must license the archived records made available and archived via AUSSDA in accordance with the following provisions:

a) Creative Commons CC0 1.0 Universal (CC0 1.0) Public Domain Dedication:

- **pertinent metadata**

In this context, the term 'metadata' refers to information as described in the metadata scheme in the version of the Self-Deposit Manual used by AUSSDA. This also includes summaries (abstracts) and information extracted or aggregated from the archived records that further describe the data, particularly names of variables, descriptions of variables, descriptions of the dataset, the number of variables in the dataset, the number of cases in the dataset, and aggregated descriptive statistics at the variable level – for instance, mean values or standard deviations.

The applicable legal text is available at the following URL:

<https://creativecommons.org/publicdomain/zero/1.0/legalcode>

a) Creative Commons Attribution 4.0 International:

- **Documentation**

The applicable licence text is available at the following URL:

<https://creativecommons.org/licenses/by/4.0/legalcode.en>

b) Licence for use for exclusively scientific purposes:

- **Data**

The applicable licence text is available in Appendix 3 and at <https://www.aussda.at/en/licenses/> and is an integral part of this Agreement.

2.2. The archived records must be independently archived and made available via the digital repository, the AUSSDA Dataverse.

2.3. The Data Depositor guarantees that they are entitled to dispose of the rights to the records, which they archive and make available via the AUSSDA Self-Deposit Service in the AUSSDA Dataverse, and that these archived records are not subject to third-party rights.

2.4. The Data Depositor assures that all and any data protection regulations have been taken into account when collecting and compiling the archived records.

2.5. The Data Depositor guarantees that the archived records have been collected or created in conformity with the principles of good academic practise and in conformity with ethical principles.

2.6. The Data Depositor indemnifies and holds harmless AUSSDA from and against any claims, particularly claims due to copyright violations or violations of personal rights, as well as the right to data protection, that third parties might assert against AUSSDA due to the use of the said rights as agreed upon. In this respect, the Data Depositor also bears the cost of any legal procedures that AUSSDA may incur in connection with contesting claims asserted by third parties

2.7. The Data Depositor must immediately notify AUSSDA of any actual or impending violation or infringement of the rights granted to AUSSDA under this Agreement

2.8. AUSSDA is entitled to sublicensing. AUSSDA is entitled to transfer any rights and obligations under this Agreement to third parties and to sublicense the said rights and obligations

3. Archiving

3.1. As part of the AUSSDA Self-Deposit Service, the Data Depositor independently stores archived records via the AUSSDA Dataverse and makes them available to the public or to a well-defined group of persons in accordance with the licences granted by the Data Depositor under 2.1.

3.2. AUSSDA will not view and examine the archived records, neither with regard to the lawfulness and comprehensibility of the documentation nor with regard to conformity with technical requirements as to the formats in which the archived records have been transferred, stored and made available AUSSDA reserves the right to, whenever necessary, correct, improve and add to the archived records in order to assure their quality. AUSSDA does not guarantee the correctness of the data included in the archived records and will not assume ownership due to such an examination. AUSSDA will at no time examine the archived records with regard to the lawfulness of data collection or of the data and documentation as such and the results obtained from them ('legal examination').

3.3. With regard to the relationship between AUSSDA and the Data Depositor, the following applies: The Data Depositor grants AUSSDA the unilaterally irrevocable, non-exclusive right, free of charge and unlimited with regard to time and place and transferable to third parties, to use the archived records transferred in full or in part at its discretion, and in particular to reproduce, publish, disseminate, send, archive, make available to the public through wireless or wired technology, edit the said archived records, and in particular combine them with other archived records and metadata and carry out any modifications that are necessary for assuring the quality of the said archived records and metadata or for technological reasons or in regard to archiving requirements. The Data Depositor also grants AUSSDA those rights of use that will be necessary due to future technological developments or changes in the applicable legislation.

3.4. AUSSDA is entitled to block or delete archived records and metadata that have been stored whenever they are, for objective reasons, not suitable for archiving, or for being made available. Should archived records and metadata be blocked or deleted, fundamental metadata that indicate the prior existence of the said archived records and metadata will continue to be visible.

3.5. After the archived records and metadata have been archived and made available, the Data Depositor can no longer demand the deletion of the archived records and metadata, unless the Licensor can assert a serious reason that cannot be complied with by blocking the said archived records and metadata.

3.6. In order to ensure the long-term storage and availability of the archived records and metadata transferred, AUSSDA is entitled to conclude agreements and take measures to that effect. The Data Depositor agrees that the rights under this Agreement may be transferred for the said purpose at any time. This applies particularly in the event that AUSSDA is dissolved or can no longer pursue its original objective. AUSSDA reserves the right to commission third parties to make the said archived records and metadata available.

3.7. Archiving will take place without giving any warranty, particularly with regard to the duration of archiving and the availability of archived records and metadata.

4. Duration of the Agreement

4.1. This Agreement enters into force after being signed by both Parties and is of unlimited term, and may be terminated at any time by either party.

5. Final provisions

5.1. The Parties to the Agreement agree, in accordance with the applicable provisions of data protection law, to a mutual communication of data to the other Party and to the processing of the said data by the Party, both during the term of this Agreement and afterwards, to enable the Parties to the Agreement to examine compliance with the terms of this Agreement

5.2. This Agreement conclusively defines the legal relationship between the Parties to the Agreement. Upon signing this Agreement, any other agreements concluded, or declarations of intent or confirmations of notice given before or at the time of the conclusion of this Agreement, as well as any other circumstances of legal relevance, cease to be effective.

5.3. Any notification stipulated under this Agreement or provided by law are deemed delivered on the day on which the said notification has arrived at the respective e-mail address of the other Party to the Agreement

5.4. Any change of e-mail address or postal address must expressly be communicated to the other Party to the Agreement in writing and becomes effective one week after receipt at the address of the other Party to the Agreement

5.5. Any changes and amendments to this Agreement including this clause must be made in writing and signed by both Parties to the Agreement. Any appendixes and additions to this Agreement also require a written appendix, which will then be regarded as an integral part of the Agreement and must be prepared as such.

5.6. Any legal questions arising from or relating to this Agreement, including the question of its effective conclusion and its effects produced in advance or afterwards, are governed by Austrian law, excluding its rules of conflict of laws.

5.7. The Parties to this Agreement agree that, in the event of any disputes arising from or relating to this Agreement, including the question of its effective conclusion and its effects produced in advance or afterwards, the court with competence for Vienna, Innere Stadt, Austria, regarding the subject matter is the exclusive place of jurisdiction. A-1010 Vienna, Austria, is the exclusive jurisdiction in accordance with the Brussels I Regulation.

5.8. Austria is the place of performance (including in accordance with Brussels I Regulation, Art. 5) for both Parties to the Agreement.

5.9. Should any provision of this Agreement be legally ineffective or unenforceable, this Agreement as such and the remaining provisions continues to be effective and enforceable. Any ineffective or unenforceable provision must be replaced by a provision which is as close as possible to the economic result of the legally ineffective or unenforceable provision, and which is legally effective and enforceable and as closely as possible reflects the intent of the Parties to the Agreement at the time of concluding this Agreement.

On behalf of the Library and
Archive Services service unit
of the University of Vienna

Dr Andreas Brandtner,
Head of Library and Archive
Services of the University of
Vienna, acting on behalf of
the Core Facility AUSSDA –
The Austrian Social Science
Data Archive

On behalf of the Data
Depositor

[Name]

Place, date Signature

Place, date Signature

Appendix 1

Archived records published under the **CC0 1.0 Universal Public Domain Dedication**

Pertinent metadata

Archived records published under the **Creative Commons Attribution 4.0 International Licence**

The archived records published under the Creative Commons Attribution 4.0 International Licence include, in particular, the following files and information:

Documentation:

- Methodology report
- Data collection instrument
- Code book
- Program code (e.g. syntax, scripts) for data preparation
- Program code (e.g. syntax, scripts) for analysis
- Data management plan at the time of application
- Declarations of consent used [informed consent]
- If applicable, further files

Appendix 2

Archived records published for **scientific purposes**

The archived records published for scientific purposes include, in particular, the following files and information:

Data

Annex 3

Licence agreement for the use of archived records for exclusively scientific purposes

By using the archived records and metadata that have been made available on the platform, you agree to the licence conditions below and give an assurance that you will use the archived records, after they have been made available, exclusively in accordance with the provisions laid down in the licence. Any metadata have been dedicated to the public domain under CC0 1.0 Universal (CC0 1.0) Public Domain Dedication. They can be used without any restriction.

In the context of this Agreement, the term 'archived records' refers to immaterial goods that are available in machine-readable formats and are, as such, merchantable irrespective of a carrier. This particularly applies to any type of data related to social sciences, as well as accompanying documents such as codebooks, methods reports, data collection instruments (hereinafter referred to as 'archived records') as well as the pertinent metadata (hereinafter referred to as 'metadata').

1. Licensing

1.1. Under the terms of this Licence, the Licensor grants a non-sublicensable, non-exclusive, unilaterally revocable licence, unlimited with regard to time and place and free of charge, to use and edit the archived records, in full or in part, at discretion, exclusively for a specific scientific purpose, and particularly to combine them with other archived records and metadata and carry out any modifications. This Licence does not include the right to publish, disseminate, send or archive the said archived records or make them available to the public.

1.2. The licensed archived records may be used, in accordance with this licence, in all known media and formats now known or created in the future, and the necessary technological modifications for this purpose may be carried out.

1.3. Upon making available the said archived records, the Licensee receives an offer from the Licensor to use the archived records under the conditions of this licence. By using the said archived records, the Licensee has accepted the Licensor's offer.

1.4. For accessing archived records, it may be necessary for the Licensee to specify the intended 'scientific purpose'. AUSSDA reserves the right to verify the said purpose. Should it emerge in the course of such verification that the purpose given is non-scientific, the archived records must be returned and there is no legal basis for their use.

2. Other rights

2.1. Moral rights, such as the right of integrity, or the right of data protection and/or similar personality rights, are not affected by this Licence. However, the Licensor waives these rights or the enforcement of said rights to the limited extent that is necessary and possible for exercising the transferred rights.

2.2. This Licence does not extend to patent and trademark rights.

2.3. Provided that there are no legal obligations, the Licensor waives any right to collect royalties for the use of the licensed archived records and metadata, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme.

3. Licence conditions

3.1. The licensed archived records must be exclusively used for a specific scientific purpose in accordance with this Licence. Their use for any other purpose is not permitted.

3.2. In the case of any type of use of the licensed archived records, either in full or in part, in adapted material or material based on the licensed archived records, reference must be made to the licensed archived records. The form of citation specified by AUSSDA must be observed. In the bibliography or list of referenced material, the following information must, in particular, be provided in full: author(s), year, title, DOI, AUSSDA.

4. Exclusion of warranty and liability

4.1. Unless otherwise separately undertaken by the Licensor and to the extent possible, the Licensor offers the licensed archived records for use and editing. No specific characteristics are warranted with respect to the licensed archived records, whether expressly, impliedly or otherwise, and all warranties are excluded, including any statutory warranties. This includes, in particular, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable.

4.2. To the extent possible, the Licensor is not liable for any losses, costs, expenses or damage arising from this Licence or from the use of the licensed archived records and metadata, including in the event that the Licensor has been advised of the possibility of such losses, costs, expenses or damage.

4.3. The exclusion of warranty and limitation of liability provided above must be interpreted in a manner that, to the greatest extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

5. Term and termination

5.1. In the event of non-compliance with the provisions of this Licence, the rights granted under this Licence terminate automatically.

5.2. Where the right to use the licensed archived records has terminated in accordance with para. 1, it reinstates:

- a) automatically as of the point in time when the violation has been remedied, provided that this has taken place within 30 days of the discovery of the violation;
or
- b) upon express reinstatement by the Licensor.

5.3. This section does not affect the Licensor's right to demand compensation for the violation of this Licence.

5.4. Items 3-6 also apply after this Licence has terminated.

6. Final provisions

6.1. This Licence does not reduce, limit, restrict, or impose conditions on any use of the licensed archived records that could lawfully be made without permission under this Licence and may not be interpreted to this effect.

6.2. Should any provision of this Agreement be legally ineffective or unenforceable, this Agreement as such and the remaining provisions continue to be effective and enforceable. Any ineffective or unenforceable provision must be replaced by a provision which is as close as possible to the economic result of the legally ineffective or unenforceable provision, and which is legally effective and enforceable and as closely as possible reflects the intent of the Parties to the Agreement at the time of concluding this Agreement.

6.3. The terms and conditions of this Licence will not be waived and no failure to comply shall be consented to unless expressly agreed to by the Licensor.

6.4. This Licence does in no event lead to a waiver of any rights with regard to the archived records that the Licensor holds on a statutory basis, nor may it be interpreted to that effect.