

Transfer and License Agreement

Contract type Open Access 1.1

between

[Name]

[Address]

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

– hereafter referred to as “**Licensor**”–

and

Universität Wien,

represented by the service unit Bibliotheks- und Archivwesen der Universität Wien, represented by

[Name], acting on behalf of Core Facility AUSSDA - The Austrian Social Science Data Archive

Universitätsring 1

1010 Wien

– hereafter referred to as “**AUSSDA**”–

Collectively referred to as “**the Parties**”

Preamble

(1) The Licensor is in possession of the archive materials specified in the annex which are intended for archiving and reuse. For the purposes of this contract, archival materials are intangible goods that are available in machine-readable formats and, as such, are marketable independently of their carrier. In particular, these are data of all kinds with social science relevance and its accompanying materials, such as codebooks, methodological reports, survey tools and metadata (hereafter: “**Archive materials**”)

(2) 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 aim of AUSSDA is to create a platform for the storage, archiving and provision of socio-scientific Archive materials in accordance with international standards, in order to make the Archive materials locatable, accessible, interoperable and reusable (hereafter: “**Archive**”).

Against this background, the following contract (hereafter: “**Contract**”) is concluded:

§ 1 Subject of the contract

The subject of the contract is the transfer of the Archive materials specified below and in the annex to AUSSDA: ((Please fill in the title of the Archive materials))

as well as their use.

Transfer in this sense is also the digital transmission that does not require a physical transfer – for example by data carrier.

§ 2 Obligations of the Licensor

(1) The Archive materials to be transferred to AUSSDA are licensed by the Licensor under the following conditions:

a) Creative Commons Attribution 4.0 International:

(Please fill in the title of the Archive materials specified in the **annex**.)

- _____
- _____
- _____

The valid license text is available at the following URL:

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

b) CC0 1.0 Universal:

- **related metadata**

Metadata in this sense are information as described in the metadata scheme in the version used by AUSSDA. This includes summaries (abstracts) and information extracted or aggregated from the Archive materials that describe the data in more detail, in particular, variable names, variable descriptions, record descriptions, the number of variables in the records, the number of cases in the record and aggregated descriptive statistics at the variable level, such as means or standard deviations.

The valid license text is available at the following URL:

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

(2) The Archive material must be handed over to AUSSDA within (please fill in) [.....days] upon signature of the contract.

(3) If the Archive materials are transferred to AUSSDA on a data medium, the ownership of the data medium is also transferred to AUSSDA.

(4) The Licensor hereby warrants that she/he is authorized to exercise the rights assigned under this contract and that the subject of the contract is free of third party rights.

(5) The Licensor assures that she/he has taken into account all requirements arising from data protection laws when collecting and creating the Archive materials. In particular, she/he assures that she/he collected and used all the data with the consent of the persons concerned, informed them about the purpose of the data collection and, if necessary, anonymised personal data.

(6) The Licensor warrants that the Archive materials have been collected or have been produced in accordance with the principles of good scientific practice and in accordance with ethical principles.

(7) The Licensor shall indemnify AUSSDA from and against all claims, in particular those arising from infringement of copyright or personal rights, as well as the right to data protection asserted by third parties against AUSSDA due to the contractual use of these rights. In this regard, the Licensor also bears the costs incurred in connection with the defense against claims of third parties.

§ 3 Archiving

(1) AUSSDA shall store the Archive materials upon the transfer and make them available to the public in accordance with the licenses granted by the Licensor under § 2 (1).

(2) AUSSDA sights and examines the Archive materials in terms of comprehensibility of the documentation as well as conformity with technical requirements regarding the formats in which the Archive materials are handed over, stored and made available. AUSSDA reserves the right, if necessary, to make corrections, additions and improvements to assure the quality of the Archive materials. AUSSDA does not guarantee the accuracy of the data contained in the Archive materials and does not adopt the Archive materials through such an examination. If the Archive materials are found to be unsuitable for archiving, AUSSDA is not obliged, to include the Archive materials in the Archive and can return them to the Licensor within a reasonable period of time. AUSSDA will not at any time review the legitimacy of the collection of the data, the data and the arising results in principle ("legal review").

(3) The licensor grants AUSSDA a royalty free, non-exclusive, temporally and geographically unlimited right to use the transferred Archive materials in whole or in part as often as desired, in particular to reproduce, publish, distribute, send, archive, provide to the public by wire or wireless, to edit, in particular, to combine them with other Archive materials and to make changes necessary to ensure the quality of the Archive materials or for technical reasons or with respect to the requirements of archiving. The Licensor also grants AUSSDA the rights of use necessary regarding future technical developments or changes in legislation.

(4) AUSSDA is entitled to block access or delete stored Archive materials, if they are not suitable for provision or archiving for objective reasons. If Archive materials are blocked or deleted, the basic metadata that confirm the earlier existence of the Archive materials will remain visible.

(5) Subsequent to the transfer and storage of the Archive materials, the licensor can no longer demand the deletion of the Archive materials, unless the licensor asserts a serious reason that cannot be met by blocking the Archive materials.

(6) In order to be able to store and make the transferred Archive materials available on a long-term basis, AUSSDA is entitled to conclude contracts and take measures for this purpose. The Licensor agrees that the rights under this Contract may be transferred at any time for this purpose. This applies in particular in the event that AUSSDA is dissolved or can no longer pursue its original purpose. AUSSDA reserves the right to engage third parties with the provision of the Archive materials.

(7) The archiving is provided without any liability especially regarding the duration and the availability.

§ 4 Final provisions

(1) The competent court of Vienna will have exclusive jurisdiction for all disputes arising from or in connection with this Contract. This contractual relationship shall be governed exclusively by Austrian law to the exclusion of reference standards and the UN Convention on Contracts for the International Sales of Goods.

(2) In addition to this Contract, the general terms of service of AUSSDA apply, which can be found on the website <https://aussda.at/en/terms-of-service/>. Oral agreements have not been concluded. Any additions and changes to this contract are only legally valid, if concluded in written form. This also applies to a waiver of this written form requirement.

(3) The Licensor undertakes to notify AUSSDA of any change in her/his address in writing or by electronic transmission.

(4) Should a provision of this Contract become ineffective or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this Contract. The Parties shall strive to replace the ineffective or unenforceable provision with an effective and enforceable provision that comes as close as possible to the ineffective or unenforceable provision. The same applies in the event of a gap in this Contract.

(5) This document is a translation of the German version of the Contract. In the event of any deviations resulting from the translation, the formulation set forth in the German version shall prevail.

On behalf of the service unit
Bibliotheks- und Archivwesen der Universität
Wien: [Name], Leiter/in
Bibliotheks- und Archivwesen der Universität
Wien, acting on behalf of Core Facility AUSSDA –
The Austrian Social Science Data Archive

The Licensor
Name:

Place, date

Place, date

Signature

Signature

Annex

Name Licensor: [title and full name]

Employer:

Email address:

Phone:

Data medium: [data media type or alternatively: the transfer took place digitally without data medium]

Title of the Archive materials: _____ [e.g. project or study title. This is the overarching title for all archives under this agreement]

Bibliographic details of the main dataset in English:

Jennifer Smith; Jon Doe. (YYYY of publication). Study title [data set]. Vienna: AUSSDA

Bibliographic details of the main dataset in German:

Jennifer Smith; Jon Doe. (YYYY of publication). Study title [data set]. Wien: AUSSDA

Detailed description of the Archive materials:

In particular, the Archive materials include the following files and information:

Data:

- [file name 1, main dataset]
- [file name 2, e.g. data that can be added for specific analyses. These can be other cases and/or variables]
- [if applicable, add more]

Documentation:

- Method report [bibliographical reference in square brackets]
- Survey instrument [bibliographical data in square brackets]
- Codebook [bibliographical data in square brackets]
- 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
- Used declaration of consent [informed consent]
- [if applicable, further documents or files, e.g. sound recordings, recordings of call progressions (CATI call records)]

Metadata:

Information as described in the metadata scheme in the version used by AUSSDA.

The Licensor expressly consents to the collection and use of the personal information collected in this annex for the purpose of fulfilling the contract.

Signature of the Licensor: _____