Data deposit agreement

The undersigned,

…………………………………………………………………. hereafter called depositor, on the one hand ,

and

The Internationaal Instituut voor Sociale Geschiedenis (International Institute of Social History), hereafter called IISG, a research institute under the auspices of the Koninklijke Akademie van Wetenschappen (Royal Netherlands Academy of Arts and Sciences), legally represented by A. Doek, director of Collections and Digital Infrastructure, on the other hand

certify to be agreed on the following:

the depositor states that (s)he has deposited with the IISG, which states that it has received, the dataset(s) as specified in the Dataset Description Annex to this agreement

under the following conditions:

1. The depositor grants the IISG a non-exclusive license for the dataset(s).
2. The depositor declares that (s)he is a holder of the rights to the dataset, or the only holder of the rights to the dataset according to Dutch law and/or is entitled to act with permission of other parties that hold rights.
3. The depositor gives the IISG permission to incorporate metadata (cataloguing information) in the dataset(s) into public access catalogues.
4. The depositor indemnifies the IISG against all claims by other parties against the IISG with regards to the dataset(s), their transfer, and their form and/or content.
5. The IISG shall ensure, to the best of its ability and recourses, that the deposited dataset(s) is/are archived in a sustainable matter and remains legible and accessible.
6. The IISG is authorized to make the dataset(s) available to third parties by means of on-line transmission in accordance to the following access conditions: **[NB: one option should be selected here]**

- Open Access
- Open Access for registered users under one of the following conditions:
    - **Open Access – CC0**
      Depositor waives all his/her copyright and related rights in his/her dataset(s) to the fullest extent allowed by law.
    - **Attribution – CC BY**
      Users may share, copy and redistribute the material in any medium or format, adapt, remix, transform, and build upon the material, for any purpose, even commercially. User must give appropriate credit, provide a link to the license, and indicate if changes were made. Users may do so in any reasonable manner, but not in any way that suggests the depositor endorses the user or her/his use. Users may not apply legal

terms or technological measures that legally restrict others from doing anything the license permits.

- o **Attribution-ShareAlike - CC BY-SA**

  Users may share, copy and redistribute the material in any medium or format, adapt, remix, transform, and build upon the material, for any purpose, even commercially. User must give appropriate credit, provide a link to the license, and indicate if changes were made. If users remix, transform, or build upon the material, they must distribute depositor's contributions under the same license as the original. Users may do so in any reasonable manner, but not in any way that suggests the depositor endorses the user or her/his use. Users may not apply legal terms or technological measures that legally restrict others from doing anything the license permits.

7. The present agreement will exclusively be governed by the laws of the Netherlands.
8. The agreement is subject to the provisions formulated in the Provisions Data Agreement Annex.

Drafted in twofold on …... .... in Amsterdam

Depositor   A. Doek

Director of Collections and Digital Infrastructure
IISG