

## **Provisions Data Deposit Agreement**

*Internationaal Instituut voor Sociale Geschiedenis*

This Data Deposit Agreement is subject to the following provisions:

### **1. License**

- a. The Depositor grants the Repository a non-exclusive license for digital data files, hereafter referred to as 'dataset'.
- b. The Repository is authorised to include the dataset in its data archive. The Repository shall transfer the content of the dataset to an available carrier, through any method and in any form.
- c. The Repository is authorised to make the dataset (or substantial parts thereof) available to third parties by means of on-line transmission. In addition, the Repository has the right, on the instruction of third parties or otherwise, 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 dataset, or the only holder of rights to the dataset, under the Databases act (*Databankenwet*) or subsequent database laws and where relevant the Copyright Act (*Auteurswet*) or subsequent copyright laws or otherwise, 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 dataset, the transfer of the dataset, and the form and/or content of the dataset.

### **3. The Repository**

- a. The Repository shall ensure, to the best of its ability and resources, that the deposited dataset is archived in a sustainable manner and remains legible and accessible.
- b. The Repository shall, as far as possible, preserve the dataset unchanged in its original software format, taking account of current technology and the costs of implementation. The Repository has the right to modify the format and/or functionality of the dataset if this is necessary in order to facilitate the digital sustainability, distribution or re-use of the dataset.
- c. If the access category Open Access for registered users "under any of its three conditions, as specified in the Data Deposit Agreement at the end of these Provisions, are selected, the Repository shall, to the best of its ability and resources, ensure that effective technical and other measures are in place to prevent unauthorised third parties from gaining access to and/or consulting the dataset or substantial parts thereof.

#### **4. The dataset**

- a. The dataset to which the license relates consists of all the databases, documentation and other data files and documents that form part of this dataset, which have been transferred by the Depositor.
- b. The Depositor declares that the dataset corresponds to the specification provided.
- c. The Depositor declares that the dataset contains no data or other elements that are, either in themselves or in the event of their publication, contrary to Dutch law.
- d. The Depositor indemnifies the Repository against all claims by third parties relating to the content of the dataset.
- e. The Depositor will supply the dataset by means of a method and medium deemed acceptable by the Repository.

#### **5. Removal of datasets**

If the deposited dataset is subject to complaint, the Repository reserves the right to invoke its takedown policy. The Repository reserves the right to revise that policy.

Should a dataset be removed from the repository by either the repository or the depositor, the Host reserves the right to retain its metadata record in the repository as trace of the dataset. This informs users of the repository that the removal of this dataset was deliberate.

#### **6. Availability to third parties:**

- a. The Repository shall make the dataset available to third parties in accordance with the access conditions agreed with the Depositor: "Open Access", "Open Access for Registered Users", "Open Access for Registered Users: Attribution – CC BY" or "Open Access for Registered Users: Attribution-ShareAlike - CC BY-SA". Access conditions may vary between parts of the dataset.
- b. The Repository shall make the dataset available to third parties only if agreement has been reached with the Depositor on one of the following access categories: "Open Access for Registered Users", "Open Access for Registered Users: Attribution – CC BY " or "Open Access for Registered Users: Attribution-ShareAlike - CC BY-SA ".
- d. If a dataset (or parts thereof) contain, as evidenced by the specification provided by the Depositor, personal data as referred to in the Personal Data Protection Act of The Netherlands (*WBP; Wet Bescherming Persoonsgegevens*, Act of 6 July 2000, Bulletin of Acts and Decrees 302, Article 9 paragraph 3 and Article 23 paragraph 2) or subsequent privacy laws, the Repository shall make the dataset (or parts thereof) available only if this is permitted by law, which in any case should be taken to

include making the dataset (or parts thereof) available for the purpose of historical, statistical or scientific research.

e. Notwithstanding the above, the Repository can make the dataset (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
- this is necessary for the preservation of the dataset and/or the data archive
- if the Repository ceases to exist and/or its activities in the field of data-archiving are terminated (make datasets available to a similar institution)

f. The Repository shall publish the documentation, as provided by the Depositor with the dataset, and make this freely available.

g. The general information about the research and the documentation relating to the dataset, as defined in article 6.f, as well as its metadata shall be included in the Repository's databases, catalogues and publications that are freely accessible to all persons.

## **7. Provisions relating to use by third parties**

a. The Repository shall require third parties to whom the dataset (or substantial parts thereof) is made available to include in their research results a clear reference to the dataset from which data have been used. This obligation does not apply if the "Open Access" access category has been agreed on. In that case, the Repository will make every effort to inform third parties that they should include in their research results in whatever form, a clear acknowledgement of the source of the datasets from which data have been used.

b. The Repository shall oblige any party or parties to which it makes the dataset available to respect any copyright or database rights relating to the dataset.

## **8. Death of the Depositor or Discontinuance of the Depositor's organisation**

From the time that the Depositor dies or in the event that the Depositor's organisation ceases to exist and no notice of termination in accordance with Article 10 has been given and if no legal successors, other parties that hold rights to the dataset are known to the Repository, the Repository shall be entitled to do whatever it considers reasonable in order to realise its objectives.

## **9. Liability**

a. The Repository accepts no liability in the event that all or part of a dataset is lost.

b. The Repository accepts no liability for any damage or losses resulting from acts or omissions by third parties to whom the Repository has made the dataset available.

## **10. Term, cancellation and termination of the Data Deposit Agreement**

a. This Agreement shall come into effect on the date on which the Repository publishes the dataset (hereafter the date of publication) and shall remain valid for an indefinite period. If the repository decides not to include the dataset in its data archive, the Data Deposit Agreement is cancelled. The Repository notifies the Depositor of publication or non-inclusion of the dataset in its data archive. Cancellation of the Data Deposit 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 Data Deposit Agreement.

b. Notwithstanding point (a), the Data Deposit Agreement shall end when the dataset is removed from the data archive in accordance with Article 5 of the Provisions.

c. If the Repository ceases to exist or terminates its data-archiving activities, the Repository shall attempt to transfer the data files to a similar organisation that will continue the Agreement with the Depositor under similar conditions if possible.

## **11. Jurisdiction**

IISG is entitled, but not obliged, to act independently against violations of the Copyright Act (*Auteurswet*) and/or any other intellectual property right of the holder(s) of rights to the dataset and/or the data from the dataset.

## **12. Applicable law**

Dutch law is applicable to this agreement.

### **Access categories for datasets:**

The Repository is permitted to distribute the dataset and make it available by means of one of the methods mentioned below and, if indicated below, making use of the additional option Embargo. Notwithstanding the above, the Repository, after consultation with and on request of the Depositor, is permitted to distribute parts of the dataset and make these available by means of one of the methods mentioned below being another than the one chosen for the dataset if that is clearly indicated by the Depositor.

*You have chosen:*

**[Open Access:** unlimited access without registration of user registration]

The Depositor agrees to the dataset being made available in accordance with the conditions of the Creative Commons Zero Waiver, the CC0 1.0 Universal Public Domain. In doing so, the Depositor renounces all possible rights relating to the dataset.

**[Open Access for Registered Users:** unlimited access for registered users] The Repository is permitted to make the dataset available to all persons, legal entities and organisations registered with the Repository.

**[Open Access for Registered Users: 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 licensor 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.

**[Open Access for Registered Users: 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 licensor 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.

*You have additionally chosen:*

**[Temporary restriction: Embargo];** only possible if Open Access for Registered Users of Restricted Access has been chosen

The dataset will be temporarily unavailable until ....., commencing on the date of publication. The embargo period cannot be longer than two years and cannot be extended. When this period elapses, one of the special provisions set out above shall automatically apply. An extension of this period is only possible in consultation with the Depositor.