

# Deposition Agreement

**This English version of the Deposition Agreement is for information purposes only. Please note that in the event of any difference in meaning or interpretation between the original German language version of this agreement and its translation, the former shall always prevail.**

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This agreement is between the organisation or person(s) authorised to transfer and deposit digital resources (hereinafter “the Depositor”) and the Austrian Academy of Sciences, whose Austrian Centre for Digital Humanities and Cultural Heritage (ACDH-CH) operates ARCHE - A Resource Centre for Humanities (hereinafter the “Repository”).

## **Depositor**

*Title*

*Last Name, First Name, Affiliation*

*or Institution, represented by:*

*Title*

*Last Name, First Name*

Contact Information (Address, phone, email address etc.):

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## **Repository**

ARCHE - A Resource Centre for Humanities

Austrian Centre for Digital Humanities and Cultural Heritage (ACDH-CH)

Austrian Academy of Sciences

Bäckerstraße 13

1010 Wien

Represented by: Director of the ACDH-CH

## § 1 Definitions

**Repository ID:** String used as an internal identifier for the deposited resources.

**BagIt:** A hierarchical file packaging format designed to support disk-based storage and network transfer of arbitrary digital content.

**Intellectual Property Rights (IPR):** Intellectual property rights, including but not limited to copyright, related rights (or neighbouring rights, such as database rights or industrial property rights).

**Metadata:** Information that may serve to identify, discover, interpret, manage, and describe content and structure of digital data.

**Public Domain:** Content, metadata or other subject matter no longer protected by intellectual property rights such as copyrights or related rights, or for which a waiver of rights exists.

**Resource:** Files and data described in the section “Description of Material”.

**Submission Information Package (SIP):** Technical term from the [OAIS reference model](#) to designate the information package that is deposited to the Repository for archiving. The SIP contains the resources to be stored as well as all necessary metadata about the resource package and its content.

**Orphan Works:** Content, metadata or other subject matter which is protected by copyright but whose right holder(s) cannot be identified or located after diligent search (§ 56e Urheberrechtsgesetz).

**Third Party(ies):** Any natural or legal person(s) who are not a party to this agreement.

**Persistent Identifier (Handle):** An URI created for the permanent referencing of resources. The Repository uses the Handle system for this purpose.

## § 2. Purpose and Subject Matter of the Contract

ARCHE is a service of the ACDH-CH for the stable and permanent long-term archiving and dissemination of digital research data and resources from the Austrian humanities research community. The Austrian Academy of Sciences thereby promotes science in accordance with its legal mandate.

The agreement concerns transfer, curation, archival, and dissemination by ARCHE of electronic resources described in § 3.

## § 3. Description of Material

The electronic resources included in the agreed upon SIP are described below. A change in the extent of the SIP after signing this agreement is only possible by mutual agreement between the Depositor and the Repository. File formats included must correspond to the formats indicated in the [list of accepted and preferred formats](#). Any deviations must be agreed upon with the Repository.

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**Title:** *Title of resource collection*

**Creators:** *Include all individuals involved in the creation of the resources, which share responsibility and accountability for the resources and will be mentioned in the citation of the resources.*

**Date of submission:** dd.mm.yyyy

**Scope and content statement:** *Provide a description of types, purpose, and content of the resources being deposited.*

**Extent:** *Provide information about the extent of the resources. If a BagIt will be submitted the Payload Manifest (manifest-<algorithm>.txt) can be uploaded instead.*

Overall file size in bytes:

Number of files:

Number of folders:

**List of file types included:** *E.g., databases, spreadsheets, text documents, images etc.*

**List of file formats included:**

**Software requirements:** *List any software programs that are required to access content being transferred and are not typically used in a standard office environment.*

**Arrangement:** *Give a logical and coherent overall view of the whole set of objects. Here the description of folder structure, nature of relationship between objects and metadata etc. are expected. If necessary, attach diagrams or screenshots from the original system.*

**Naming scheme:** If any, provide explanation of naming conventions used.

**Metadata:** Insert metadata as described in the [metadata requirements](#) or note where metadata is stored.

**Repository ID:** Will be filled in by the Repository.

## § 4. Transfer Procedures

The Depositor will present the resources for transfer to the Repository in the formats described above, within a single folder named as described below. If possible, the Depositor will present the resources in BagIt format with the filename stated below. Furthermore, the Depositor will supply metadata as described in the [metadata requirements](#), in the format and according to the specifications described there. In addition, the Depositor will choose an access mode and a licence, and provide information about any personal or sensitive data included.

The resources shall be transmitted to the Repository by the Depositor on the following date or schedule, using the transfer medium described: dd.mm.yyyy

**Folder name or BagIt name:**

**Required metadata:** Insert statement or note where metadata is stored.

**Transfer medium and method:** (Please tick as appropriate.)

- Upload (max. 100MB)
- oeawCloud: Please provide the URL.
- Link to file storage: Please provide the URL.
- With physical storage medium: We will contact you to clarify details.
- Other

URL for transfer: Please provide the URL for oeawCloud or file storage.

Other: Please describe.

If the transfer medium is provided by the Repository, the Repository will not be responsible for any loss or damage to the Depositor's data and systems which may result from its use.

**Licence:** If the resources to be deposited are not already in the public domain, we strongly encourage enabling open access for your resources, which is essential for reuse and thus longevity of resources. We recommend the use of a Creative Commons 4.0 [CC-BY](#) (CC - Attribution). When depositing code or software consider using specific software licences like [MIT](#), [BSD](#) or [GPL](#). Not all resources of the collection must have the same licence. If this is the case, please provide a detailed list of files with the licence of your preference.

**Sensitive data:** Please list any files that contain sensitive data, or are subject to special protection rules for other reasons. Please provide the protection status and specify if any protective measures beyond restricted access to the resource are necessary.

**Personal data:** Please list if any files contain personal data as defined by the GDPR. If this is the case and the data did not originate in the context of an employment contract with the Austrian Academy of Sciences, the Depositor her/himself is the data controller and the Repository is a processor and an additional processing agreement according to Art 28

DSGVO has to be concluded. The processing agreement is not required if the resources only contain personal data used to describe them, such as creators, rights holders or also citations.

**IPR (Intellectual Property Rights):** Please list all intellectual property rights, including but not limited to copyrights, related rights (or neighbouring rights such as ancillary copyrights including database rights or industrial property rights) to be considered for this data transfer.

**Orphan Works:** If your resources contain orphan works, they should be registered in the European Orphan Works Database (EUIPO) maintained by EUIPO. The Repository can provide practical assistance in this regard, but this requires a separate agreement, which is not part of this contract.

**Embargo:** Is an embargo period for your resources needed? (Please tick as appropriate.)

- No (default)
- Yes

Until when? (Maximum 2 years from archiving. After expiry of this period, a further embargo period may be granted.)

**Access mode:** How should the resources be accessible? If different access modes are required for individual resources of a resource collection, the submission of a detailed list is necessary. (Please tick as appropriate.)

- Public content (PUB): Free access to the general public without any restriction. The classification of a resource as public content does not mean that the resources may be used for any purpose. The permissible types of use are further detailed by the licence accompanying every resource.
- Academic content (ACA): To access the resources, a login using academic credentials is required. Authentication is done via the ACONet Identity Federation, which connects existing academic identity federations across national borders through its participation in eduGAIN.
- Restricted content (RES): Includes resources with a special access mode. The access authorisation rules are specified in the corresponding metadata record. The Depositor may grant access to third parties on request. Access is only granted to third parties if they are registered with the Repository and the Depositor has granted access permission. Please specify the access mode and the contact person responsible for granting access.

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#### Dissemination material:

**Title image:** Please provide an image to be used for resource presentation. It should be at least 100x100 pixels. An aspect ratio of 15:4 (e.g., 375x100 or 750x200 pixels) is possible. By signing this contract, you confirm that all exploitation rights to the image belong to you and that you can freely dispose of it. The following reference is to be used as proof of copyright for the image:

For presentation and dissemination, the information provided in “Description of Material” (§ 3) might be used.

The Depositor and the Repository agree on following procedures to check for resource completeness and integrity: (Please tick as appropriate.)

- Automated checking: The Depositor has provided a machine-processable file (e.g., a file in BagIt format generated with e.g., the [APTrust DART](#) software) listing complete object paths and filenames

for all the objects being submitted, as well as a checksum for each object (e.g., MD5 or SHA). The Repository will perform automated validation based on this information.

- Manual checking: Based on information supplied by the Depositor prior to transfer, the Repository will carry out content checks to verify whether the transmitted resources meet expectations. In this case, the Repository cannot check for completeness and the integrity of the transmitted resources.
- If no checksums or other information about the resources is provided by the Depositor, the Repository cannot perform any integrity checks on submitted resources.

The Repository reserves the right to reject data transfers at any stage of processing and, in particular, in the cases described below, to unilaterally dissolve the contract after the fruitless expiry of a reasonable period for supplementary performance. The Repository will notify the Depositor of the reason for rejection. Reasons for rejection may include, but are not limited to:

- The deposit does not conform to the agreed SIP definition, e.g., is incomplete or does not contain the expected content.
- The deposit contains an unacceptable level of duplication (within the deposit itself and/or with existing content already held by the Repository).
- The deposit includes insufficient metadata.
- The deposit cannot be technically processed by the Repository, for example because file formats are not valid.
- The copyright and related rights of the material in the deposit have been insufficiently checked and clarified by the Depositor.
- The deposit contains copyrighted material to which the Depositor does not hold the necessary rights.
- The deposit contains sensitive data for which the Repository cannot take appropriate protective measures.
- The deposit contains offensive, discriminatory, racist or criminally relevant content that does not serve research purposes.
- The deposit violates the interests and rights of third parties worthy of protection in any way other than those mentioned above.
- The Depositor does not provide the necessary content-related and technical support for the curation of the transferred deposit.

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Rejected data transfers will be returned to the Depositor using the original transfer method, and the Depositor will be given due notice. If relevant, a replacement data transfer will be agreed between the Depositor and the Repository.

The Repository will provide the Depositor with receipts at the following points:

- a. When resources are first received.
- b. Once resources have been successfully ingested.
- c. Once resources are ready for publication.
- d. When data transfer was rejected.

Furthermore, the Repository will provide the Depositor with information about further curation steps of the resources (curation strategy) in due time.

## § 5. Rights and Obligations of the Depositor

- a. By signing and submitting this agreement, the Depositor agrees to make available digital resources through the Repository.
- b. The Depositor grants the Repository an unlimited non-exclusive licence to use the submitted resources specified in § 3, in particular for the performance of this agreement and, where applicable, in addition in accordance with the rights set out in § 4.
- c. The Depositor agrees that the Repository may, for purposes of preservation and dissemination, convert the submitted resources to any medium or format.
- d. The Depositor agrees that the Repository may produce copies of the submitted resources for purposes of security, back-up, preservation, and dissemination.
- e. The Depositor declares that the resources correspond to the specification provided in § 3.
- f. The Depositor declares that it is a holder of rights to the resources, or the only holder of rights to the resources, under the relevant legislation or otherwise, and/or is entitled to act in the present matter with the permission of other parties that hold rights.
- g. The Depositor commits to the best of its knowledge and belief to provide accurate information about the intellectual property rights on the resources as well as to identify public domain works as such.
- h. The Depositor warrants to the best of its knowledge that the submission does in no way infringe on anyone's copyright and/or breaches any existing agreements.
- i. The Depositor declares that the resources contain no data or other elements that are in violation of currently valid law or public regulations.
- j. The Depositor will inform the Repository about any sensitive information contained within the resources.
- k. The Depositor will inform the Repository immediately about changes in rights to the resources.
- l. The Depositor obliges to provide all necessary information and metadata for the resources corresponding to the specifications agreed upon with the Repository.
- m. The Depositor will supply resources to the Repository in accordance with the data transmission procedure agreed upon in § 4.
- n. The Depositor will provide missing information and complete tasks for the preparation of the resources for archiving within a reasonable period of time. In this regard a reasonable period of time means a period of four weeks.
- o. The Depositor retains the right to archive or publish the resources or parts of it in other institutions or services.
- p. The Depositor indemnifies the Repository against all claims made by other parties against the Repository with regard to the resources.

## § 6. Rights and Obligations of the Repository

- a. The Repository is authorised to include the resources described in § 3 in its archive.
- b. The Repository is allowed to transfer resources to an available carrier, through any method and in any form.
- c. The Repository ensures, to the best of its ability, that the resources remain legible and accessible by providing a set of dissemination services for the duration of this agreement. If the Depositor requests a new dissemination method, this shall be subject to a separate agreement.

- d. The Repository ensures, to the best of its ability and resources, that the deposited resources are archived in a sustainable manner for the duration of this agreement.
- e. The Repository will, as far as possible, preserve resources unchanged in their original digital format, taking into account the current technological state of the art and the costs of implementation.
- f. The Repository has the right to modify the format and/or functionality of the resources if this is necessary to facilitate the digital preservation, distribution or reuse of resources.
- g. The Repository will explicitly name the Depositor and the Right Holder(s) of the submitted resources.
- h. The Repository has the right to reproduce and/or distribute the submitted resources including metadata. The Repository also has the right to translate metadata. Both serve to increase the findability and reusability of the resources.
- i. To further improve the findability and reusability of the resources, the repository is authorised to add or correct metadata.
- j. The Repository is authorised to make the resources (or substantial parts thereof) available to third parties by means of online transmission. In addition, the Repository has the right, on behalf of third parties or otherwise, to make a copy of the dataset, or to grant third parties permission to download a copy. In doing so, the repository will act in accordance with the licence and access mode specifications specified in § 4.
- k. The Repository shall ensure to the best of its ability that effective technical and other measures are in place to prevent unauthorised third parties from gaining access to restricted resources.
- l. The Repository will not make any alteration to the data other than allowed by this agreement.

## § 7. Availability of Resources

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- a. The Repository will make the resources available to third parties in accordance with the access conditions agreed with the Depositor in § 4.
- b. The Repository will make the resources available only to third parties who have agreed to comply with the terms of use. Unless otherwise agreed in writing with the Depositor, the use of content is subject to the general [terms of use](#) set by the Repository.
- c. The Repository can make content (or substantial parts thereof) available to third parties:
  - i. If the Repository is required to do so by law or regulation, a court decision, or at the request of a regulatory or other institution.
  - ii. If this is necessary for the preservation of the resources.
  - iii. (To a similar institution) if the Repository ceases to exist and/or its data archiving activities are terminated.
- d. The Repository shall publish the metadata provided by the Depositor and make them freely available under CC0. Other documentation that relates to the dataset and is provided by the Depositor shall be published and made freely available, unless the Depositor restricts the access to these documents in accordance with § 4.

## § 8. Withdrawal of Resources

- a. If there are sufficient indispensable reasons, the Depositor has the right to request the Repository not to make the resources available temporarily or permanently. In this case, the Repository may

retain the resources in the archive, but will no longer grant access to them to third parties.

- b. If there are sufficient indispensable reasons, the Repository has the right to remove the resources from the archive wholly or in part, or to restrict or prevent access temporarily or permanently. In this case, the Repository will inform the data provider within three working days.
- c. If resources that have been assigned a persistent identifier (Handle) are removed from the Repository, the Repository will continue to provide a so-called [tombstone page](#) that informs about the type and past presence of the removed resources. This tombstone page can be accessed via the persistent identifier of the respective resource.

## § 9. Warranty and Liability

- a. The Repository will provide the technical infrastructure for archiving and discoverability of resources.
- b. The Repository reserves the right to temporarily suspend server operations for urgent internal reasons and will endeavour to keep downtimes to a minimum.
- c. The Repository ensures the functionality of the persistent identifiers assigned to the resources, subject to availability of the service by external partners.
- d. The Repository is not obliged to check whether the archiving of resources violates the rights of third parties. Specifically, the Repository is not responsible for the content of the resources, the legality of the provision of the resources or the access to the resources. The Depositor will indemnify, defend, and hold harmless the Repository from any and all claims, damages and liabilities of third parties in that respect. In this case, the Repository will consult the Depositor before taking any action.
- e. The Repository accepts no liability in the event that resources are lost in whole or in part. This does not apply in the case of intentional conduct.
- f. The Repository accepts no liability for any damage or loss resulting from acts or omissions by third parties to whom the Repository has made resources available.

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## § 10. Costs

The transfer of resources to the Repository and their archiving and dissemination by the Repository is free of charge. The Repository may, however, charge the data provider a share of the costs incurred for the technical and editorial preparation of the resources. The specific costs for this are the subject of a separate agreement.

## § 11. Death of the Depositor

- a. Following the death of the Depositor, or in the event that the depositing organisation ceases to exist, the Repository is authorised to transfer the resources with access mode “Restricted Access” (RES) to the access mode “Public” (PUB) automatically, or at the latest after the expiry of any blocking period in accordance to § 4. This does not apply if the resources contain personal data or are subject to other intellectual property rights.
- b. If, in the event of the death of the Depositor, closing of the depositing organisation, or the unclear



circumstances of the Depositor or the Rights Holder, a legal succession cannot be established without difficulty, the Repository is authorised to exercise all rights to the transferred resources on a fiduciary basis.

## § 12. Period of Validity and Termination

- a. This agreement comes into effect on the date of signature by the parties. The validity term of this agreement is *sine die*.
- b. Either of the contracting parties may terminate this agreement at any time if the other contracting party has materially or repeatedly breached any of its contractual obligations. The termination shall be made by serving a written notice to the other party stating the nature of the breach (see also § 4). Termination will become effective thirty (30) days after receipt of the written notice, unless the party remedies the breach within the relevant period of thirty (30) days.
- c. This agreement may be terminated by either party on written notice in the event of insolvency or bankruptcy of the other party or if the Repository ceases to operate. The termination will become effective thirty (30) days after receipt of the written notice.
- d. If the Repository ceases to exist and/or ceases its archiving activities, it is authorised to transfer the data to a similar organisation that will continue the agreement with the Depositor under similar conditions. The Repository will inform the Depositor about these actions. The Repository also offers the Depositor the opportunity to obtain a copy of the resources in the current form.
- e. If the agreement is terminated, the Repository is obliged, at the request of the Depositor, to transfer to the Depositor any resources that have already been archived and made available in the current form.
- f. Termination of this agreement does not affect any prior valid agreements made by either party with third parties.

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## § 13. Miscellaneous

- a. If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. The parties will replace it with one or more new and valid terms that are consistent with its original intent.
- b. This agreement may be amended or modified only in writing with the mutual agreement of the parties.

## § 14. Jurisdiction

The provisions of Austrian law apply to this agreement. Place of jurisdiction is Vienna.

## Signatures

**For the Repository**

**For the Depositor**

\_\_\_\_\_  
Date, Signature

\_\_\_\_\_  
Date, Signature