



PUBLICATION AGREEMENT FOR LITERARY PUBLICATIONS AND ALTERNATIVE PUBLICATION FORMATS IN PUBDATA



Between the objecting party

and

Leuphana University Lüneburg Media and Information Centre (MIZ) (hereinafter referred to as 'MIZ')
The following agreement is hereby concluded:

§ 1 Character and purpose of the service

PubData is a technical platform provided by MIZ for archiving, documenting and publishing digital literature publications and alternative publication formats that have been created in the context of research, teaching and study at Leuphana University Lüneburg. The primary aim of the service is to secure publications of scientific quality for the purposes of long-term preservation and documentation, and to promote their exchange and accessibility in the spirit of open science. In line with the guiding principle of open science, all publications on PubData are published in open access, so that the publication content and its descriptions (metadata) can be searched worldwide free of charge and used within the framework of the specified terms of use. To this purpose, registered and logged-in members and affiliates of Leuphana, as well as cooperation partners contractually affiliated with Leuphana, may independently upload their materials to PubData, describe them with structured metadata, and define terms of use for them in order to make the content available under clearly defined conditions. Publications approved for publishing are assigned a persistent identifier (Digital Object Identifier, DOI). This makes them uniquely referable and citable.

Selection, collection and inventory development are based on the criteria set out in the PubData Collection Policy Publications. The MIZ continuously develops PubData and reserves the right to adapt the service both technically and organizationally or to replace it with another service. The MIZ may enlist the support of third parties in the course of its activities.

§ 2 Subject matter of the agreement

The subject of this agreement is the transfer of digital literature publications and alternative publication formats in accordance with the PubData Collection Policy Publications created in the course of research, teaching and study at Leuphana, hereinafter referred to as objects, as well as the granting of rights of use to these. The transfer and granting of rights of use shall be carried out for the purposes described in § 1 in accordance with this agreement.

§ 3 Services, duties and procedures of the MIZ

As the operator of the platform, the MIZ reviews all submitted objects and metadata as well as other information (e.g. publication recommendations) prior to publishing the objects and metadata and reserves the right to reject objects in whole or in part in accordance with its own PubData Collection Policy.

The MIZ also reserves the right to enrich, structure and disseminate the metadata submitted by the object-providing party with additional information during the review process in order to improve the visibility and reuse of the objects. This review process includes the preparation of information through the use of documentary procedures such as the use of controlled vocabularies, linking to other database content (in the sense of linked data) and the standardised, uniform formatting and presentation of content with a view to



the searchability and findability of database content. This is always done on the basis of the information provided by the object-providing party.

When metadata is published, it is also stored with the provider DataCite - International Data Citation Initiative e.V., Weltengarten 1 B, 30167 Hanover, Germany, for the purpose of registration there. In addition, the metadata is specifically transmitted to selected scientific search engine networks, reference systems and meta catalogues via metadata interfaces for the purpose of improving visibility and findability, and is published there. The processing is carried out under the data protection responsibility of the respective providers. Upon request, you can receive a corresponding list of the relevant platforms and systems. In addition, the MIZ assumes the legally prescribed obligation to deliver the object to the German National Library, a federal institution under public law, Adickesallee 1, 60322 Frankfurt am Main.

After checking objects and metadata, the MIZ guarantees the transfer to other data networks as well as the archiving and public accessibility of objects and their corresponding metadata for at least 10 years. In the case of alternative publication formats, the MIZ is authorized to delete objects after a retention period of 10 years if this proves necessary in view of the availability of the format, the viewing software and the conversion options. Literature publications, on the other hand, are stored and made accessible permanently, without any time limit.

The objects are archived using the bitstream preservation process. This ensures the preservation of the bitstream of the objects by regularly renewing storage media and simultaneously checking the integrity of the data. If technically necessary and if sufficient resources are available, objects are migrated to other formats by the MIZ for long-term preservation. The archived objects are backed up spatially and organizationally independent of copies, i.e. distributed across systems and locations. This backup takes the form of identical copies on standard long-term storage media.

In principle, changes are only made to derivatives, i.e. representations of the original files. Each change creates a new version, is labelled as such and saved in this form. The changes made are documented and added to the version.

Despite this possibility, the deletion of transmitted objects is generally not intended. Only in justified exceptional cases (e.g. incorrect files, legal problems) can and will, if necessary, objects be withdrawn after consultation. The metadata for the catalogue entry remains publicly accessible. The DOI assigned to the dataset continues to refer to the corresponding entry in PubData. This will be supplemented by a reference to the withdrawal of the object.

§ 4 Obligations of the object-giving party

The object-giving party assures that it holds the copyright utilization rights to the submitted object. Furthermore, the party providing the object assures that the components of the object (e.g. texts, images) do not infringe any third-party rights and that the object provided may be used for the described purposes in accordance with applicable law. If alleged or actual infringements of copyrights or rights of use of third parties are asserted after publication, the party providing the object assures that it will inform the MIZ of this immediately.

If the submitted object was created by several authors, the object-giving party assures that the co-authors hold the copyrights to their contributions and that they have consented to the archiving and publication of the object and its metadata under the terms of use defined in the course of the publication process on PubData.



The object-providing party must inform the MIZ during the submission process whether the object to be submitted is a first or second publication (see Section §6).

The object-giving party also assures that, to the best of its knowledge and belief, it has provided the information and objects necessary and relevant for archiving and publication or at least made them recognizable.

Upload and description of the object are carried out by the object-giving party to PubData independently and on their own responsibility in compliance with the file format policy Publications.

§ 5 Legal framework conditions

Upon transmission, the object-giving party grants the MIZ the non-exclusive right to use the digital objects entered in PubData, in particular

1. The right to systematically archive the objects and to modify, reproduce and disseminate them for the purpose of long-term digital preservation and publication. In doing so, the MIZ may use all appropriate technical means, formats and methods,
2. the right to make the objects permanently accessible to the public worldwide in data networks, including for download, within the framework of the PubData online service in accordance with the access authorization granted by the object-giving party,
3. as well as the right to pass on the objects to the German National Library within the scope of the obligatory delivery.

The right of use is granted for an unlimited period of time and for an unlimited territory. The copyrights of the object-giving party remain protected. For example, objects can still be transferred to other institutions for archiving or publication.

When handed over to PubData, objects must be free of third-party rights or explicitly authorize the use of the intended purposes. The object-giving party shall indemnify the MIZ against claims by third parties that are raised in connection with this transfer of rights of use. This indemnification includes the costs of any necessary legal defence.

The MIZ reserves the right to refuse the inclusion of objects or to remove objects that have already been included from the offer if there are doubts about the legal admissibility of archiving and publication.

§ 6 Embargo and secondary publications

If the object-giving party does not wish to make its objects accessible to third parties for the time being or if a publisher imposes a blocking period, it is possible to set an embargo period for objects for this purpose and publish them at a later date. In any case, the metadata entered for items will be published immediately after the review process. Once the embargo period has expired, the uploaded files are automatically published with details of the specified terms of use.

In the case of a secondary publication, i.e. if the object has already been published elsewhere (e.g. by a publisher), the MIZ will check before publication on PubData which rights of use have been granted to third parties and on what legal basis a secondary publication on PubData may take place. Upon request, the party providing the item will provide the MIZ with information about the rights of use assigned to the publisher. If the object has already been published elsewhere, the party providing the object assures that a secondary publication by the MIZ does not conflict with the original contract with a third party (e.g. publisher) or higher-



ranking laws. When a secondary publication is included, the party providing the object grants the MIZ the right to edit the object for inclusion in PubData to the extent that a title page with the Leuphana logo, the licence under which the object is published, and other bibliographic information may be added to the object. The same applies to publisher's versions of scientific articles where the embedding of a specific phrase is required as part of the secondary publication. In addition, the end user licence selected by the object-giving party must be in accordance with an applicable legal basis. For example, a free licence (e.g. Creative Commons licence) may only be granted if the object-giving party holds the exclusive rights to the transmitted object or the publisher permits the granting of a free licence.

§ 7 Dissertations and habilitation theses

The object-giving party assures that the electronic version submitted to the MIZ corresponds to the approved original version in form and content.

If personal data (e.g. private address, e-mail address, curriculum vitae, affidavit) are not an obligatory part of a publication of the dissertation or habilitation thesis, the object-giving party is required to remove this data from the electronic version for data protection reasons.

In the case of a dissertation, the object-giving party assures that the publication of the dissertation has been authorized by the doctoral committee.

Furthermore, the regulations of the currently valid doctoral and habilitation regulations must be observed. The MIZ is authorized to forward the submitted dissertations and habilitation theses in electronic form and the associated metadata to the German National Library.

§ 8 Student publications

The archiving and publication of objects on PubData, which students have created as part of their studies at Leuphana, require a scientific claim of the content as well as a corresponding reviewer grade for examination and qualification theses. The student must obtain a written recommendation for publication from the respective reviewer or lecturer to ensure that the academic standard is fulfilled and that the reviewer's grade has been achieved. The limit of the reviewer's grade relevant for publication is defined in the publication recommendation. Objects and metadata are only published after the publication recommendation has been submitted to the MIZ. The publication recommendation is stored at the MIZ for internal verification purposes but is not published.

For data protection reasons, personal data not required for publication (e.g. matriculation number, private address, e-mail address, declaration in lieu of an oath) must be removed from the electronic version by the object-giving party.

§ 9 Data Protection

In connection with the implementation of this agreement, the MIZ undertakes to comply with the relevant data protection regulations, in particular the EU General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG) and the Lower Saxony Data Protection Act (NDSG).

Insofar as the object-giving party submits personal data of third parties to the MIZ in accordance with this agreement, it declares in particular that it has observed any data protection regulations of other countries in



which the data was collected in connection with the granting of use. Consents, authorizations or other legal bases are guaranteed by the person providing the object. They must be able to provide evidence of their existence. This also applies to metadata and its publication. The parties involved determine the means and purposes of processing personal data autonomously and independently of each other in terms of data protection law.

§ 10 Liability

(1) Leuphana's liability is limited to intent and gross negligence in connection with archiving activities in the execution of this agreement. The Leuphana University shall not be liable for damages or disadvantages caused by users or third parties. The agreed limitations and exclusions of liability shall not apply in the event of injury to life, limb or health.

(2) The MIZ undertakes to provide all services carefully and in accordance with the currently available state of the art. It assumes no further warranty or liability, in particular for the realization of certain functions of PubData, its usability for certain purposes, the correctness or completeness of the content provided or for the examination of legal bases for the publishing of secondary publications.

§ 11 Legal succession

In the cases of the

1. death of the person providing the object, or
2. closure of the property-owning institution, or
3. non-traceability of the whereabouts of the person providing the object

legal succession can no longer be clearly traced, all rights to the archived objects are transferred to the **MIZ** as trustee.

§ 12 Contract period

(1) Unless expressly agreed otherwise, this contract is concluded for an indefinite period of time.

(2) The contract shall end automatically if the right of use to the objects reverts to the person providing the object due to the cancellation of rights in accordance with the provisions of the Copyright Act or for other reasons.

§ 13 Applicable law

German law shall apply to this agreement. The place of jurisdiction is Lüneburg.

The regulations, policies and forms referenced in the agreement can be found on [PubData's guidelines page for publications](#)