

AGREEMENT

FOR THE ARCHIVING OF RESEARCH DATA AT LEUPHANA

Between the data depositor

and

the Leuphana University of Lüneburg - Media and Information Center (MIZ) -
(hereinafter referred as "MIZ")

the following agreement is concluded:

§ 1 Character and purpose of the offer

With PubData, MIZ offers a technical platform for preserving, documenting, and publishing research data from scientific projects. The MIZ Data Archive is part of PubData as an archiving solution for research data. This offer is aimed exclusively at researchers and academic staff of Leuphana and, additionally, at researchers of cooperation partners contractually associated with Leuphana. The data archive thus functions as a purely institutional storage location.

Logged-in researchers from Leuphana can independently submit their data into PubData, describe it with structured metadata and deposit it with the MIZ for the purpose of archiving. The acquisition of the data in the Leuphana data archive is based on the criteria formulated in the PubData Collection Policy Research Data.

At the request of the data depositors, the data records of the individual data collections and datasets are freely accessible and searchable on the internet. However, the use of research datasets by third parties via PubData is generally excluded.



MIZ continuously develops PubData and reserves the right to adapt the service both technically and organizationally or to replace it with another service. Within the scope of its activities, MIZ may use the support of third parties.

§ 2 Subject matter of the contract

The subject of this contract is the transmission of datasets and documentation materials for their long-term preservation by the MIZ in accordance with the PubData Collection Policy Research Data.

The transfer shall take place for the purposes described in § 1 in accordance with this agreement.

§ 3 Duties of the party depositing the data

Upload and description of the data are carried out by the data depositor independently and on its own responsibility.

The data depositor warrants that he is authorized to transmit the data and information. In addition, the data depositor confirms that the transmitted data may be used for the described purposes in accordance with applicable law.

The data depositor also assures that, to the best of its knowledge and belief, he has provided or at least identified the information, materials and data necessary and relevant for storage and backup in accordance with the rules of "good scientific practice" (see [Guidelines for Safeguarding Good Scientific Practice](#)).

§ 4 Procedures, services and measures of the MIZ

As the operator of the data archive, MIZ conducts a data ingest check for all deposited data and materials prior to archiving and reserves the right to reject projects or research data and documents in whole or in part in accordance with its own PubData Collection Policy Research Data.

As part of the data curation process, MIZ also reserves the right to enrich, structure and, if permission to publish is granted, to disseminate the information submitted by the data depositor with further information. In the course of the publication of the metadata, said



metadata will also be exported to the data service provider DataCite - International Data Citation Initiative e.V., Welfengarten 1 B, 30167 Hannover for the purpose of registration. In addition, the metadata are specifically transmitted to selected scientific search engine networks, reference systems and metacatalogues for the purpose of increased visibility and findability via metadata interfaces including their publication. The processing is carried out under the data protection responsibility of the respective service providers. A list of the platforms and systems concerned is available on request.

The data curation performed by MIZ includes the preparation of information by incorporating documentary procedures such as the use of controlled vocabularies, the linking with other database contents (in the sense of Linked Data) and the standardized, uniform presentation of contents with a focus on the searchability and findability of the database contents. However, this is always done on the basis of the available information provided by the data depositor.

After the deposit and curation check of the data and information, the MIZ guarantees the storage, transmission, preservation and security of the data in accordance with the standards and procedures formulated in the official Leuphana Archiving Directive for Research Data ("Leuphana Archivierungsrichtlinie Forschungsdaten"). According to this directive, the data is guaranteed to be stored for 10 years, after which its deletion can be performed by the MIZ. If necessary and after consultation, storage can also be guaranteed for a longer period.

Despite the possibility, however, a deletion of deposited datasets is not provided for in principle. Only in justified exceptional cases (e.g. incorrect files, legal problems), data can and will, if necessary, be withdrawn after consultation. However, metadata that have already been published can continue to be publicly referenced in PubData.

§ 5 Legal framework

By submitting data, the data depositor grants MIZ the **non-exclusive right to use the** digital datasets and documents posted in PubData, in particular the right to systematically archive these datasets and documents and to modify them for the purpose of long-term



digital preservation. In doing so, MIZ may use all appropriate technical means, formats and methods.

The granting of the right of use shall be unlimited in terms of space and time.

The copyrights of the data depositor remain protected. For example, data and documents can still be transferred to other institutions for archiving or publication.

When submitted to PubData, data and additional materials must be free of third party rights or explicitly permitted to be used for the intended purposes.

The data depositor shall indemnify the MIZ against claims of third parties raised in connection with this transfer of rights of use. This indemnification shall include the costs of any necessary legal defence.

The MIZ reserves the right to refuse the acquisition of data and other materials or to remove already included data and materials from the inventory if there are doubts about the legal admissibility of archiving.

§ 6 Access to data and metadata

Data handed over for archiving are stored without access authorization. This does not apply to the MIZ data archive staff responsible for securing and managing the data. They are granted access exclusively within the scope of the activities mentioned.

§ 7 Privacy

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

To the extent that the data depositor submits personal data of third parties to MIZ pursuant to this Agreement, he/she declares in particular to have complied with any data protection provisions of other countries in which the data were collected in connection with the granting of use. Consents, authorizations or other legal bases shall be assured by the data depositor. It must be possible to prove the existence of these. This also applies to metadata and their publication.



The parties involved determine the means and purposes of the processing of personal data independently of each other and in accordance with data protection law.

§ 8 Liability

(1) Leuphana's liability is limited to intent and gross negligence in connection with archiving activities in execution of this agreement. The agreed limitations and exclusions of liability do 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 does not assume any further warranty or liability.

§ 9 Legal succession

If in the cases of the

1. death of the data depositor, or
2. closure of the institution providing the data, or
3. non-traceability of the whereabouts of the data depositor

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

§ 10 Contract period

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

(2) The contract ends automatically if the right to use the research data reverts to the data depositor as a result of rights being revoked in accordance with the provisions of copyright law or for other reasons.

§ 11 Applicable law

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

Only the German version of this contract shall be legally binding. The English translation serves information purposes only.



The Leuphana guidelines and policies referenced in this document can be found in the download area at the [PubData Guidelines Overview](#).