AGREEMENT

FOR THE PUBLICATION AND 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 primary goal of the service is to support the preservation of research data and to promote their exchange and accessibility.

For this purpose, registered and logged-in researchers can independently submit their data via PubData and describe them with structured metadata. Upon publication, the data are provided with a persistent identifier (DOI). This makes them uniquely referencable and citable.

The selection of the data, its collection and the whole inventory structure are based on the criteria formulated in the PubData Collection Policy Research Data. PubData aims to enable, when possible, unlimited, open access to publicly funded research data in reference to and implementation of the FAIR principles.

After the publication of the data, the information and metadata concerning the single data collections datasets are freely accessible and searchable on the internet. The use of the

research datasets is governed by the access conditions chosen by the data depositor and the licence granted for use.

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 and the granting of rights of use to these as well as to the metadata provided by the data depositor during the submission of research data in accordance with the PubData Collection Policy Research Data.

The transfer and granting of the right of use 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.

In doing so, the data depositor warrants that he is authorized to transmit the data and information and to grant rights of use to this data. Furthermore, 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, saving and publication in accordance with the rules of "good scientific practice" (see Guidelines for Safeguarding Good Scientific Practice).

§ 4   Procedures, services and measures of the MIZ

The MIZ, as operator of the platform, conducts a data ingest check for all deposited data and materials prior to publication 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 disseminate the metadata submitted by the data depositor with further information to enhance the visibility and reuse of the data collections and materials. 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 Leuphana Archiving Directive for Research Data (Leuphana Archivierungsrichtlinie Forschungsdaten). According to this policy, 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 will continue to be made publicly available in PubData. The DOI

assigned to the dataset will continue to refer to the corresponding data record in PubData which is supplemented by the information about the withdrawal of the data.

§ 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

1. the right to systematically archive these datasets and documents and to modify and/or reproduce 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. as well as the right to make datasets and documents permanently publicly accessible within the framework of PubData online platform, including downloading, in accordance with the access permission granted by the data depositor.

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 those already included data and materials from the inventory if there are doubts about the legal admissibility of archiving.

§ 6   Access to data and metadata

The data depositor can choose the access conditions to his/her deposited research data and relating documents. Access to data is limited in different ways. The following access levels are defined in PubData:

- **Open access (without registration):**

  The research data are accessible to all users in accordance with the terms of use.

- **Open access (with registration):**

  The research data are accessible to all registered users in accordance with the terms of use.

- **Restricted access (scientific use only):**

  The research data are only available for limited access. The use of this data must be requested via a form. The curator at the MIZ initiates a checking procedure. Access is only granted manually by individual activation and after a successful check of conformity between the granted terms and purposes of use and the provided information about the intended scientific use of the requested data.

- **Restricted access (specified group only):**

  Acces to the data is granted only to users who are personally identified and authorized for use in agreement with the data depositor. These persons must be registered and logged-in for use. Any use beyond this is not permitted.

- **Closed access:**

  The data is exclusively archived and not made available in any form. Access to the data is not provided in principle. However, the metadata are published in PubData.

If the data depositor does not yet wish to make its research data accessible to third parties, it is possible to **embargo** the data for this purpose and publish it at a later date. However, the metadata provided for the research data will in any case be published immediately. After the embargo period has expired, the uploaded files are automatically published with the selected access conditions.

Regarding the definition of terms of use for the published data, the use of standardized licenses is recommended.

The registration for using the data takes place via an application form. Incoming registration applications are checked and approved manually. The decisive criterion is the affiliation to a scientific or research institution. Al members of Leuphana University of Lueneburg are considered registered users via their Leuphana account.

§ 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 the MIZ pursuant to this Agreement, he/she declares in particular that it has 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 existance 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. Leuphana is not liable for damages or disadvantages caused by users or third parties. The agreed limitations and exclusions of liability do not apply in the event of injury to life, limb or health.

(2) 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.

§ 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.