



LEUPHANA
UNIVERSITÄT LÜNEBURG

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

PERMISSION TO USE ACCESS-PROTECTED RESEARCH DATA (PUBDATA LICENSE)

The institutional data repository PubData is a service usable via the Internet for the publication of research data from completed scientific studies and projects. It is operated by the Media and Information Centre (MIZ) of Leuphana University of Lüneburg. Via PubData, research data and materials can be compiled into data packages, described with metadata, stored permanently and made publicly accessible. Data made publicly accessible are subject to a usage permission (license) concluded with the rights holder at the time of data submission. The party providing the data assures in the publication process that it is fully authorized to grant this license as the rights holder.

The PubData license is granted per digital object (file) as part of the publication process by the data-providing party. It is managed by the MIZ. By granting this license, the data-providing party grants use under the conditions specified below.

This Agreement ("Agreement") is entered into between the User ("Licensee") and the data providing party ("Licensor") (individually a "Party" or collectively the "Parties"). By exercising the Licensed Rights (as defined below), the User agrees to be legally bound by the terms of this License ("PubData License"). The Licensor grants the Licensed Rights set forth in the PubData License in exchange for acceptance of the License Terms, and grants the corresponding rights with respect to any benefits the Licensor may have by making the Licensed Material available under these terms.

In consideration of the foregoing mutual promises and agreements set forth below, the Parties mutually agree as follows:

1 License

1.1 Subject to the terms hereof, Licensor hereby grants to Licensee a royalty-free, non-exclusive, non-transferable, limited license, without the right to sublicense to third



parties, including but not limited to its Affiliates, under Licensor's copyright as follows:

- 1.1.1 to use, copy and modify the licensed material only for the purpose of scientific research, unless otherwise expressly agreed;
- 1.1.2 to use the licensed material only within the scope of the project specified in the application and thus for the specified research purposes;
- 1.1.3 to use the licensed material only as a person authorized to do so by the MIZ and not to pass it on to third parties, whereby no third parties in the sense of this license are the employees in the specified research project;
- 1.1.4 the licensee undertakes to cite the objects used in accordance with scientific practice. This includes at least the following information: Author/creator of the dataset, title of the dataset, year of publication, database/portal in which the dataset is documented, and - if available - the persistent identifier (DOI) as reference to the source; and
- 1.1.5 there is no entitlement to exclusive use.
- 1.2 The Licensee undertakes to keep his/her contact data up to date at all times and to promptly adjust any changes in the PubData user account.
- 1.3 To prevent misuse, the Licensee undertakes to completely and irretrievably delete this digital object obtained from PubData, as well as any backup copies and auxiliary files made from it, after completion of the research project, at the latest six months after publication of the results, and/or to render the data carrier unusable or to destroy it.

2 Restrictions

Except as otherwise expressly provided herein, Licensee shall comply with the following restrictions:

- 2.1.1 Licensee may not use, modify, reproduce or distribute the Licensed Materials and the Derivative Work in any form or for any purpose except as expressly provided herein.
- 2.1.2 Licensee may not exchange, sell, distribute, publish, assign or transfer rights to the Licensed Material.
- 2.1.3 Licensee shall not remove, alter or otherwise obscure any notice of intellectual property rights of Licensor or any third party contained on or appearing in the Licensed Materials.



3 Request

The digital object may only be used within the scope of the project specified in the application and thus for the specified research purposes. Any use beyond this agreement is not permitted and must be applied for again. Access is protected and will only be granted to persons authenticated as authorized to use the data. Authorization for use will be granted per object to individuals by MIZ after a thorough review of eligibility. The use of access-protected objects in PubData is only available after personalized login. With this authorization, access per object is possible as a protected download.

4 Privacy

The Licensee undertakes to process objects containing personal data under his/her own responsibility only in accordance with the applicable data protection provisions of the European General Data Protection Regulation (GDPR), in particular with regard to purpose limitation (Art. 5 para. 1b GDPR) and security of processing (Art. 32 GDPR). Contents of the associated data protection law consents and information of the data subjects can be provided for this purpose.

5 No guarantee

- 5.1 Licensee acknowledges that Licensor is providing the Digital Object to Licensee "as is" and that no express or implied warranty of any kind, including warranties of merchantability or fitness for a particular purpose, is made with respect to it, the Derivative, or the license granted herein.
- 5.2 Licensee does not warrant that the Licensed Work, Derivative Works and their use are free from infringement of any third party's intellectual property rights, including patent rights, and Licensor disclaims any liability to Licensee for any damages or losses arising from any claim of such infringement by a third party.
- 5.3 Licensee shall be solely responsible for the use of the Licensed Work in all respects, including but not limited to quality, functionality, security and infringement of third party intellectual property rights, and Licensor shall not be responsible to Licensee or any third party for any such matters.
- 5.4 Licensor shall not be liable to Licensee for any consequential, incidental, indirect, punitive or



extraordinary damages of any kind, including, but not limited to, lost profits or lost savings, related to or arising out of this Agreement, even if Licensor has been advised of the possibility of such damages.

6 Runtime

- 6.1 This PubData License is valid until the expiration of the term of protection of the copyright and similar rights licensed herewith. Nevertheless, the rights under this PubData License shall automatically terminate if the Licensee fails to comply with the terms of this License.
- 6.2 To the extent that the right to use the licensed material has expired, it shall revive:
 - 6.2.1 automatically at the time the breach is cured, provided that this occurs within 30 days of your knowledge of the breach; or
 - 6.2.2 by express reinstatement by the licensor.
- 6.3 It should be clarified that the Licensor may also offer the Licensed Material under other conditions or discontinue distribution of the Licensed Material at any time; nevertheless, this shall not invalidate this PubData License.
- 6.4 Sections 4, 5, 6 and 8 shall survive the expiration of this PubData License.

7 Termination

Without prejudice to any other rights or remedies available to him/her, Licensor shall have the right to terminate this Agreement with immediate effect and without notice to Licensee:

- 7.1 if Licensee commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice describing the breach and requiring its cure;
- 7.2 if Licensee commits a violation of its restrictions under Sections 1 and 2.
- 7.3 Upon termination or expiration of this Agreement, for any reason whatsoever, all rights granted to Licensee under this Agreement shall immediately terminate.
- 7.4 The rights and obligations of the parties set forth in Sections 1 (License), 2 (Restrictions), 4 (Privacy), 5 (No guarantee), 6 (Runtime) and 8 (Other) shall survive the termination of this Agreement.

**8 Other**

- 8.1 Neither party may assign, transfer or otherwise dispose of this Agreement or its rights or obligations hereunder without the prior written consent of the other party.
- 8.2 This Agreement and all matters relating to this Agreement shall be governed by the laws of the Federal Republic of Germany, without regard to its choice of law provisions.
- 8.3 The place of jurisdiction for all disputes arising from this contract is Lüneburg, unless otherwise stipulated by mandatory law.
- 8.4 If any provision of this Agreement is found to be invalid or unenforceable, it will be enforced to the fullest extent permissible and the remainder of this Agreement will continue in full force and effect. In addition, the parties agree to modify this Agreement or take such other action as is reasonably possible to achieve the same economic purpose as the invalid or unenforceable provision.
- 8.5 This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous discussions, representations and proposals, whether written or oral, with respect to the subject matter discussed herein. No amendment to this Agreement will be effective unless in writing and signed by an authorized representative of each party.