

# **AGREEMENT**

## **FOR THE PUBLICATION OF LITERATURE AND ALTERNATIVE PUBLICATION FORMATS IN PUBDATA**

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 digital publications which have been created in the context of research, teaching and studies at Leuphana University of Lüneburg. The primary goals are the sustainable preservation and documentation of publications according to scientific quality standards and, in addition, to increase and foster the transfer and accessibility by suiting the spirit of open science. According to this, PubData will publish every single digital literature and alternative publication object and the descriptive metadata via open access. In doing so, PubData ensures the permanent and worldwide access to publications, completely free of charge and in compliance with regulated terms of use.

For this purpose, registered and logged-in Leuphana members and contributors from cooperation partners contractually associated with Leuphana University of Lüneburg can independently submit their objects via PubData, describe them with structured metadata and specify terms of use for each publication that determine the permitted scope of use. Upon publication, the publication objects are provided with a persistent identifier (Digital Object Identifier, DOI). This makes them uniquely referencable and citable.



The selection of the objects, their collection and the whole inventory structure are based on the criteria formulated in the PubData Collection Policy Publications.

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, the MIZ may use the support of third parties.

## **§ 2 Subject matter of the contract**

The subject of this contract is the transmission of digital literature and alternative publication formats created in the context of research, teaching and studies at Leuphana University of Lüneburg, hereinafter referred as objects, in accordance with the PubData Collection Policy Publications and the granting of rights of their use. The transfer and granting of the right of use shall take place for the purposes described in § 1 in accordance with this agreement.

## **§ 3 Procedures, services and measures of the MIZ**

The MIZ, as operator of the platform, conducts a ingest check for all deposited objects, their metadata and other information (e.g. publication recommendation) prior to the publication of the objects and metadata and reserves the right to reject objects in whole or in part in accordance with its own PubData Collection Policy Publications.

As part of the object curation process, the MIZ also reserves the right to enrich, structure and disseminate the metadata submitted by the object depositor with further information to enhance the visibility and reuse of the object. The curation process 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.

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. Additionally, the MIZ fulfils the statutory obligation to deposit the object to the German National Library, federal institution under public law, Adickesallee 1, 60322 Frankfurt am Main.

After the deposit and curation check of the objects and metadata, the MIZ guarantees the transfer into other data networks and the archiving and public availability of these objects and metadata for at least 10 years. Regarding the alternative publication formats, the MIZ is authorised to perform the objects' deletion after 10 years if necessary due to software, file format or other technical requirements. The archiving and accessibility of literature objects will be guaranteed permanently, without time limitation.

The objects are archived using the bitstream preservation method. This ensures the preservation of the bitstream of the objects by regularly renewing storage media and simultaneously checking the data for integrity. If technically necessary and 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 copy-independent, i.e. distributed across systems and locations. This backup takes the form of identical copies on common 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 marked as such and is saved anew in this form. The changes made are documented and attached to the version.

Despite the possibility, however, a deletion of deposited objects 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 object.

#### **§ 4 Duties of the party depositing the object**

The object depositor warrants that he is authorised by copyright or rights of use to transmit the object and information. He assures that all included parts of the object (e.g. text, images) do not infringe copyright and property rights of third parties. Furthermore, the object depositor confirms that the transmitted object may be used for the described purposes in accordance with applicable law. If, after publication, alleged or actual infringements of copyrights or rights of use of third parties are asserted, the party depositing the object assures to notify the MIZ thereof without undue delay.



If the deposited object was created by more than one author, the party submitting the object will assure 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 rights of use specified in the course of the publication process on PubData.

Furthermore, the party depositing the object is obliged to declare during the submission process whether the submitting object is to be considered a first or parallel publication (see § 6).

The object depositor also affirms that, to the best of its knowledge and belief, he has provided or at least identified the information and objects necessary and relevant for archiving and publication. Upload and description of the objects are carried out by the object depositor independently and on its own responsibility.

## **§ 5 Legal framework**

By submitting objects, the object depositor grants MIZ the **non-exclusive right to use** the digital objects posted in PubData, in particular

1. the right to systematically archive these objects 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. the right to make the objects permanently accessible to the public worldwide in data networks, including downloading, within the framework of PubData online platform, in accordance with the access permission granted by the object-depositor,
3. as well as the right to transmit the objects to the German National Library within the framework of the obligatory delivery.

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

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

When submitted to PubData, objects must be free of third party rights or explicitly permitted to be used for the intended purposes. The object 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 objects or to remove those already included objects from the inventory if there are doubts about the legal admissibility of archiving and publishing.

## **§ 6 Embargo and parallel publications**

If the party depositing the object does not wish to make its objects initially accessible to third parties, or if a publisher imposes an embargo period, there is the option in PubData of placing an embargo period on objects and publishing them at a later date. The metadata submitted for these objects will be published immediately after the review process. After the embargo period has expired, the uploaded files are automatically published stating the specified terms of use.

In the case of a parallel publication, i.e. if the object has already been published elsewhere (e.g. by a publisher), the MIZ checks which rights of use have been granted to third parties and what legal basis can be taken to publish the object as a parallel publication on PubData. On request, the object depositor shall provide information to MIZ on the rights of use assigned to the publisher.

If the object has already been published elsewhere, the party depositing the object assures that a parallel publication by the MIZ does not conflict with the original contract concluded with a third party (e.g. with a publisher) or higher-level laws.

When submitting a parallel publication, the party depositing the object grants the MIZ the right to edit the object for acceptance in PubData to the extent that a title page with the Leuphana logo and information on the specified terms of use and further bibliographic information may be added to the object. The same applies to publisher versions of scientific articles for which the embedding of a specific phrase is required as part of the parallel publication.

In addition, the specified terms of use selected by the object depositor 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 party depositing the object has exclusive rights to the transmitted object or the publisher allows the granting of a free licence.

## **§ 7 Doctoral and post-doctoral theses**

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



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

In the case of a dissertation, the object depositor assures that the publication of the dissertation has been approved by the doctoral board.

Furthermore, the terms of the currently valid doctoral and habilitation regulations must be taken into consideration.

The MIZ is entitled to forward the submitted dissertations and post-doctoral theses in electronic form along with the associated metadata to the German National Library.

## **§ 8 Student publications**

Archiving and publishing objects via PubData that students have created in the course of their studies at Leuphana require a scientific claim of the content and, regarding examination and qualification theses, a corresponding reviewer grade. The student must request the guarantee of the scientific claim and (if applicable) the achievement of the reviewer's grade from the respective reviewer or lecturer by means of a publication recommendation. 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 only, without publishing it.

The object depositor is required to remove personal data (e.g. matriculation number, private address, e-mail address, affidavit) from the electronic version that are not necessary for a publication, for reasons of data protection law.

## **§ 9 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 object 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 object 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.

## **§ 10 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 and for the validation of the legal basis for the parallel publication right.

## **§ 11 Legal succession**

If in the cases of the

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

a 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 otherwise expressly agreed, this contract is concluded for an indefinite period.
- (2) The contract ends automatically if the right to use the objects reverts to the object depositor as a result of rights being revoked in accordance with the provisions of copyright law or for other reasons.

## **§ 13 Applicable law**

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



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 at the [PubData Guidelines Publications Website](#).