

ZBW Journal Data Archive - Deposit Licence

(effective since January 13, 2020)

I. Description of service

Through the ZBW Journal Data Archive, the ZBW provides a technical platform for backup, documentation and publication of publication-related research data from academic journals in the social sciences and economics.

The primary aim of the service is to support the replicability of published academic research and to promote sharing and accessibility of the research data and associated materials used (e.g. documentation about the data or calculation codes).

For these purposes, following registration through an academic journal that participates in the ZBW Journal Data Archive, authors as data providers (hereinafter referred to as Data Providers or Authors) can themselves set up publication-related research data on the platform and describe them with structured metadata. On publication, the stored data shall be provided with a persistent identifier (DOI) in accordance with the specifications of the Journal. This makes it possible to reference and cite the data clearly.

The ZBW supports access to publicly financed research data that is as unrestricted as possible.

II. Permitted content

(1) Only those publication-related research data (hereinafter referred to as “Digital Objects”) may be set up in the ZBW Journal Data Archive that are fundamentally intended for publication and subsequent (academic) use. Following publication, these Digital Objects are freely available to users on the Internet together with their metadata, without having to obtain the consent of the Data Provider.

(2) In addition to publication-related research datasets, routines or scripts for data transformations and analyses and other information that describes the data can be set up in the ZBW Journal Data Archive (e.g. code books or read-me files).

III. Upload and description

Upload and description of these Digital Objects shall be carried out by the Data Providers themselves. The Journal concerned shall check the uploaded Digital Objects before publication.

IV. Costs

(1) The service – specifically, setting up Digital Objects in the ZBW Journal Data Archive – is free of charge to academic journals and their Authors.

(2) Introduction of fees is not currently planned, but the ZBW reserves the right to charge fees in future to cover its operating costs for certain services, following appropriate notice.

V. Backing up the Digital Objects in the ZBW Journal Data Archive

(1) The ZBW shall not subsequently change the Digital Objects set up in the ZBW Journal Data Archive but shall concentrate on their physical preservation in

collaboration with its technical service providers for storage of the digital objects (so-called bitstream preservation). Permanent usability and interpretability cannot be guaranteed, as this depends on the availability of the respective formats in which the objects have been set up or the availability of the corresponding programs.

- (2) All of the Digital Objects set up in the ZBW Journal Data Archive and their metadata shall be backed up (usually every day) and kept physically separate in multiple copies.
- (3) Erasure of Digital Objects once they have been set up is fundamentally not intended. In legitimate exceptions (e.g. in the case of defective data or legal problems), data may be withdrawn in consultation with the relevant Journal; they shall then be removed exclusively from the servers of ZBW. However, the corresponding entry shall continue to appear publicly in the ZBW Journal Data Archive and the DOI allocated to the data submission shall still open the corresponding entry (metadata and landing page) in the ZBW Journal Data Archive. A reference to the withdrawal of the data shall be added to this. The ZBW has no control over any duplications or usage already made by the public at the time of the removal request.

VI. Usage rights and third-party rights

- (1) On provision of the Digital Objects and associated metadata, the Data Provider shall grant the ZBW the simple, geographically unrestricted usage right to the Digital Objects set up in the ZBW Journal Data Archive, free of charge and limited in time to the duration of the proprietary right.

In particular, the ZBW is entitled

1. to store/archive the Digital Objects and associated metadata on servers or other data stores of the ZBW and, if necessary, also by service providers commissioned by the ZBW;
2. to include them in databases;
3. to make them accessible to the public via data networks;
4. to duplicate and disseminate them in any form and quantity;
5. to use them for text and data mining activities;
6. to use them in the context of the application of any expedient technical means, formats and methods for the purpose of long-term digital backup and guarantee of publication ("long-term archiving") by the ZBW or technical service providers appointed by it; and
7. to make them publicly accessible with a free licence pursuant to Section VII.

The above usage right shall be granted for all known and as yet unknown types of use. It shall also include the right to duplicate and make changes to the Digital Objects and metadata as required technically for specific uses permitted under this Agreement.

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Any existing rights, in particular copyright, of the Data Provider shall be protected thereby, i.e. data and documents may still be given to other institutions for archiving or publication, for example.

- (2) On transfer to the ZBW Journal Data Archive, data and additional materials must be free of third-party rights that contradict granting of the rights to the ZBW. The relevant provisions of data protection must also be observed. In particular, datasets that contain personal data may be published only if the consent of the data subject has been obtained or there is another legal basis for their publication. Otherwise the datasets must be anonymised in such a way that identification of individuals is precluded. The ZBW reserves the right to refuse to accept data and other materials or to remove data or materials that have already been accepted from the platform if doubts arise as to the legal permissibility of archiving or of public accessibility to them. Similarly, the ZBW reserves the right to remove data or materials without prior notice if they do not meet the quality requirements for academic information set by the ZBW.
- (3) Insofar as databases or collections of data or parts thereof are the subject of the protection of this Agreement and are protected by their own intellectual property rights, the Data Provider shall waive all rights arising from such protection that contradict the use described on this platform.

The ZBW continues to develop the ZBW Journal Data Archive and reserves the right to adapt the service both technically and organisationally, to suspend operation at any time or to replace it with another service. In the case of suspension of operation of the ZBW Journal Data Archive, the ZBW shall do everything possible to create conditions that allow the Digital Objects and the associated metadata to be taken over by a suitable research data repository and made available for subsequent use.

VII. Creative Commons Licence

Data and metadata shall be published under Creative Commons Licences. The publication-related research data and other transferred materials shall be published under the licence [CC-BY 4.0](#), while the metadata shall appear under the licence [CC0](#).

VIII. Conclusion of the Agreement

- (1) This Agreement shall come into being when, immediately before completion of publication of the Digital Objects, the Data Provider accepts the Terms of Use of the ZBW Journal Data Archive by confirming her/his awareness of them by clicking the “OK” button.
- (2) The Data Provider may download, save and print out the text of this Agreement.

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IX. Liability

- (1) The ZBW is not liable for fault-free availability of the Internet and therefore of the website of the ZBW Journal Data Archive.
- (2) The Data Provider confirms by accepting the Terms of Use directly before completion of publication that publishing the digital data and making them publicly accessible in the ZBW Journal Data Archive does not infringe the rights of third parties (e.g. copyright, trademark rights, data protection, personal or other rights of third parties, e.g. of joint holders of copyright, co-authors, publishing houses, collecting societies, third-party donors) and that she/he has not made any provisions that conflict with the granting of rights under this Agreement. In the case of multiple authorship, the Data Provider declares that all co-authors and other rights holders are aware of the content of this Deposit Licence and that they consent to it without restriction.
- (3) The Data Provider confirms that she/he or, to the best of her/his knowledge, her/his employees have not made any agreements with third-party donors that contradict this Deposit Licence with regard to the Digital Objects that are the subject of the Agreement.
- (4) Paragraph 2 also applies to the text, images and other materials provided by the Data Provider. When using records or data of specific individuals, the Data Provider has ensured that the latter cannot be identified from the records or data. Otherwise the Data Provider undertakes to obtain the explicit consent of the data subjects, the existence of which is confirmed by consenting to this Agreement.
- (5) If the Data Provider subsequently gains knowledge of legal obstacles that prevent the execution of this Agreement, she/he shall notify the ZBW immediately.
- (6) The liability of the parties and their vicarious agents arising from breaches of obligation or wrongdoing is restricted to cases of malicious intent and gross negligence. In the event of breaches of material contractual obligations (cardinal obligations), the contracting partners are liable in cases of minor negligence for the foreseeable, direct damages typical of this type of Agreement. The limitation and exclusion of liability does not apply to damages resulting from loss of life, physical injury or impaired health, unless the Data Provider is not culpable.
- (7) The Data Provider undertakes to indemnify the ZBW against all third-party claims that result from any use for which she/he is responsible and to reimburse any costs incurred resulting from the use for which she/he is responsible, in particular the costs of any legal defence.

X. Data protection

- (1) Processing of personal data to fulfil this Agreement
 - a. In the course of fulfilment of this Agreement, the ZBW shall process the Data Provider's contact details that are provided by the Journal in which the Data Provider is publishing.

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- b. In relation to the personal data, the Data Provider has the right to information, rectification, erasure, the right to restrict processing and the right to object to processing. She/he also has the right to lodge a complaint with a data protection supervisory authority about the processing of the personal data by the ZBW.
 - c. The ZBW shall take the necessary technical and organisational measures to ensure the security of processing. The contact details of the Data Provider shall not be passed on to third parties. The data shall be stored for as long as required for fulfilment of this Agreement and compliance with relevant statutory retention periods.
 - d. In order to be able to contact the Data Provider in the case of essential consultation, she/he shall communicate any changes to contact details immediately and without request in text form (letter, e-mail, fax).
- (2) Processing of personal data on publication of metadata and research data on the document and archive servers of the ZBW
- a. By concluding this Deposit Licence agreement, the Data Provider consents to the processing and publication of the data collected and added in accordance with the service description. The Data Provider has the right to withdraw this consent at any time with effect from that point forward. You will find contact addresses for withdrawal of consent here: journaldata.zbw.eu/info/contact.
 - b. The Data Provider is responsible for publication of personal details in the metadata and the research data. She/he shall ensure that an appropriate legal basis exists for this processing. If the Data Provider notices that personal data are shown incorrectly in the ZBW Journal Data Archive, she/he shall draw the attention of the ZBW to this immediately and without request.
 - c. In the course of publication of the metadata and research data in the ZBW Journal Data Archive, the ZBW is responsible for processing of queries regarding data protection from data subjects and for queries from the supervisory authorities. The Data Provider shall support the ZBW as necessary in processing queries about the metadata and research data.
 - d. Under its statutory remit, the ZBW is obliged pursuant to Section 2 ZBibWWStiftG to facilitate efficient, effective and sustainable use of specialist information in the field of economics for research and teaching. On the basis of this statutory remit and in conjunction with Art. 17(3) point d GDPR, once data have been published in the ZBW Journal Data Archive they cannot be completely erased. For sustainable use of the ZBW Journal Data Archive, it is necessary for the DOI registrations and the metadata for the publications to be stored permanently so that it can be ensured that the publications can always be referenced. A restriction of processing of the research data pursuant

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to Art. 18 GDPR is possible on application. The ZBW shall take the necessary technical and organisational measures to ensure the security of processing of personal data in the ZBW Journal Data Archive.

XI. Miscellaneous

- (1) This Deposit Licence is governed by the law of the Federal Republic of Germany. The place of jurisdiction for all disputes arising from this Licence is Kiel.
- (2) The German version of this Deposit Licence is definitive and legally valid.