

Deposition Agreement

This agreement is between the organisation or person(s) authorised to transfer and deposit digital resources (hereinafter 'the Depositor') and ARCHE – A Resource Centre for Humanities (hereinafter 'the Repository'), which is run and represented by the Austrian Centre for Digital Humanities and Cultural Heritage of the Austrian Academy of Sciences.

The agreement concerns transfer, curation, archival, and dissemination of electronic resources described in the section 'Description of Material'.

Depositor

Title:

Last Name, First Name:

Institution:

Contact Information (Address, phone, email address etc.):

Repository

ARCHE - A Resource Centre for Humanities
Austrian Centre for Digital Humanities and Cultural Heritage (ACDH-CH)
Austrian Academy of Sciences
Sonnenfelsgasse 19
1010 Wien
Represented by:
Director and Vice-Director of the ACDH-CH

§ 1. Definitions

Repository ID: string used as an internal identifier for the deposited resources.

BagIT: a hierarchical file packaging format designed to support disk-based storage and network transfer of arbitrary digital content.

Intellectual Property Rights (IPR): intellectual property rights including, but not limited to copyrights, related (or neighbouring) rights and database rights.

Metadata: is the information that may serve to identify, discover, interpret, manage, and describe content and structure of digital data.

Public Domain: content, Metadata or other subject matter not protected by IPR and/or subject to a waiver of IPR.

Resource: files and data described in the section 'Description of Material'.

Submission Information Package (SIP): the information package that is delivered to Repository for ingest and archiving. The SIP contains the data to be stored and all necessary metadata about the package and its content, i.e. the Resources.

Third Party: any natural or legal person who is not party to this agreement.

§ 2. Description of Material

The resources being agreed upon are described below and comprise the Submission Information Package. A change in the extent of the resources after signing this agreement is only possible by mutual agreement between the Depositor and the Repository. File formats included should adhere to the preferred and accepted formats specified in the list of accepted and preferred formats¹.

Title: *Title of resource collection*

Creators: *Include all individuals involved in the creation of the resources, which share responsibility and accountability for the resources and will be mentioned in the citation of the resources.*

Date of submission: *Please type the date in the format dd/mm/yyyy or select from calendar.*

¹ <https://arche.acdh.oeaw.ac.at/browser/formats-filenames-and-metadata#formats>

Scope and content statement: *Provide a description of genres, purpose, and content of the resources being deposited.*

Extent: *Provide information about the extent of the resources. If a BagIt will be submitted the Payload Manifest (manifest-<algorithm>.txt) can be uploaded instead.*

Overall file size in bytes:

Number of files:

Number of folders:

List of file types included: *E.g. databases, spreadsheets, text documents, images etc.*

List of file formats included:

Software requirements: *List any software programs that are required to access content being transferred and are not typically used in a standard office environment.*

Arrangement: *Give a logical and coherent overall view of the whole set of objects. Here the description of folder structure, nature of relationship between objects and metadata etc. are expected. If necessary, attach diagrams or screenshots from the original system.*

Naming scheme: *If any, provide explanation of naming conventions used.*

Metadata: *Insert metadata as described in the metadata requirements² or note where metadata is stored.*

Repository ID: *Will be filled in by the Repository.*

§ 3. Transfer Procedures

The Depositor will present data for transfer to the Repository in formats described above, within a single folder named as described below. If possible the Depositor will present data in BagIt format with the filename stated below. Furthermore the Depositor will supply metadata as described in the metadata requirements³, in the format and according to the specifications described there. In addition the Depositor will choose an access mode and a licence, and provide information about sensible information.

² <https://arche.acdh.oeaw.ac.at/browser/formats-filenames-and-metadata#metadata>

³ <https://arche.acdh.oeaw.ac.at/browser/formats-filenames-and-metadata#metadata>

Data shall be transmitted to the repository by the Depositor on the following date or schedule, using the transfer medium described: *Please type the date in the format dd/mm/yyyy or select from calendar.*

Folder name or BagIt name:

Required metadata: *Insert statement or note where metadata is stored.*

Transfer medium and method (please tick as appropriate):

Upload (max. 100MB)

oeawCloud please provide the URL

Link to file storage: please provide the URL

With physical storage medium: we will contact you to clarify details

Other

URL for transfer: *Please provide the URL for oeawCloud or file storage.*

Other: *Please describe.*

Where the transfer medium is supplied by the Repository, the Repository accepts no responsibility for any loss or damage to the Depositor's systems which may result from its use.

Licence: *We strongly encourage open access for your data, which is essential for reuse and thus longevity of data. We suggest the use of CC-BY (CC - Attribution) or CC-BY-SA (CC - Attribution-ShareAlike). When depositing code or software consider using specific software licences like BSD or GPL.*

IPR: *Please state any intellectual property rights including, but not limited to copyrights, related (or neighbouring) rights and database rights to take into consideration for this deposition.*

Embargo: *Is an embargo period for your resources needed?*

No (default)

Yes

Until when? (Maximum 2 years from deposition, with option to renegotiate the embargo period afterwards.)

Access mode: *How should the Resource be accessible?*

Public content (PUB): free access to the general public without any restriction. The classification of a resource as public content does not mean that the resources may be used for any purpose. The permissible types of use are further detailed by the licence accompanying every resource.

Academic content (ACA): to access the resource the user has to register as an academic user. This is accomplished by authentication with the home identity provider by means of the Identity Federation.

Restricted content (RES): includes resources with a special access mode. Special authorization rules apply that are detailed in the accompanying metadata record.

Please specify the access mode and who the contact to grant access will be.

Dissemination material: *Please include material that would be useful for dissemination purposes, such as a short description of the collection that can be included in an official tweet or the name of Twitter accounts of institutions/individuals that should be mentioned. Please specify if you have attached image files for dissemination purposes and the location of these (they could also just consist of the title image; see next field).*

Title image: *Please provide an image to be used for resource presentation in the repository and type here the name, location and size of the file (it might also be used for dissemination purposes).*

For presentation and dissemination the information provided in 'Description of Material' might be used.

The Depositor and the Repository agree on following procedures to check for data completeness and integrity (please tick as appropriate):

The Depositor has provided a file listing full object paths and filenames for all the objects being submitted, with an MD5 checksum for each object. The Repository will perform automated validation.

Based on incomplete information supplied by the Depositor prior to transfer, the Repository will carry out content and completeness checks to verify that the transmitted data is what is expected, and that it is complete.

If no checksums or other information about the data is provided by the Depositor, the Repository cannot perform any integrity checks on submitted data.

The Repository reserves the right to reject data transfers at any stage of processing. The Repository will notify the Depositor of the reason of rejection, which can include:

- The deposit does not conform to the agreed SIP definition
- The deposit does not contain the expected content
- The deposit is incomplete
- The deposit contains an unacceptable level of duplication (within itself and/or with existing content already held by the repository)
- The deposit includes insufficient metadata.

Rejected data transfers will be returned to the Depositor using the original transfer method, and the Depositor will be given due notice. If relevant a replacement data transfer will be agreed between the Depositor and the Repository.

The Repository will provide the Depositor with receipts at the following points:

- a. When data is first received
- b. Once data has been successfully ingested
- c. Once data is ready for publication

Furthermore the Repository will provide the Depositor with a processing plan in due time.

§ 4. Rights and Obligations of the Depositor

- a. By signing and submitting this licence, the Depositor agrees to make available digital resources through the Repository.
- b. The Depositor grants the Repository an unlimited non-exclusive licence to use the submitted resources specified in 'Description of Material', according to the rights set in §3.
- c. The Depositor agrees that the Repository may for purposes of preservation and dissemination convert the submitted resources to any medium or format.

- d. The Depositor agrees that the Repository may produce copies of the submitted resources for purposes of security, back-up, preservation, and dissemination.
- e. The Depositor declares that the resources correspond to the specification provided in 'Description of Material'.
- f. The Depositor declares that she/he is a holder of rights to the resources, or the only holder of rights to the resources, under the relevant legislation or otherwise, and/or is entitled to act in the present matter with the permission of other parties that hold rights.
- g. The Depositor warrants to the best of his/her knowledge that the submission does in no way infringe on anyone's copyright and/or breaches any existing agreements.
- h. The Depositor declares that the resources contain no data or other elements that are contrary to the law or public regulations.
- i. The Depositor will inform the Repository about any sensitive information contained in the resources.
- j. The Depositor will inform the Repository immediately about changes in rights to the resources.
- k. The Depositor obliges to provide all necessary information and metadata for the resources corresponding to the specifications agreed upon with the repository.
- l. The Depositor will supply resources by means of a method, format and medium deemed acceptable by the Repository.
- m. The Depositor will provide missing information and execute tasks for the preparation of the resources for archiving in a reasonable time. In this regard reasonable time means a period of three months.
- n. The Depositor retains the right to archive or publish the resources or parts of it in other institutions or services.
- o. The Depositor indemnifies the Repository against all claims made by other parties against the Repository with regard to the resources.

§ 5. Rights and Obligations of the Repository

- p. The Repository is authorised to include the resources described in 'Description of Material' in its archive.
- q. The Repository is allowed to transfer resources to an available carrier, through any method and in any form.
- r. The Repository ensures, to the best of its ability and resources, that the resources remain legible and accessible by providing a set of dissemination methods for the duration of this agreement. If the Depositor wants to have a new dissemination method, this shall be subject to a separate agreement.
- s. The Repository ensures, to the best of its ability and resources, that the deposited resources are archived in a sustainable manner for the duration of this agreement.
- t. The Repository will, as far as possible, preserve resources unchanged in their original digital format, taking account of current technology and the costs of implementation.
- u. The Repository has the right to modify the format and/or functionality of the resources if this is necessary to facilitate the digital sustainability, distribution or reuse of resources.
- v. The Repository will explicitly name the depositor of the submitted resources.
- w. The Repository has the right to reproduce and/or distribute the submitted data including the metadata. The Repository additionally has the right to translate metadata.

- i. The Repository is authorised to make the resources (or substantial parts thereof) available to Third Parties by means of on-line transmission. In addition, the Repository has the right, on the instruction of third parties or otherwise, to make a copy of the dataset or to grant Third Parties permission to download a copy.
- j. The Repository shall, to the best of its ability and resources, ensure that effective technical and other measures are in place to prevent unauthorized third parties from gaining access to restricted resources.
- k. The Repository will not make any alteration to the data other than allowed by this agreement.

§ 6. Availability of Resources

- a. The Repository will make the resources available to third parties in accordance with the access conditions agreed with the Depositor in § 2.
- b. The Repository will make the resources available only to third parties who have agreed to comply with the Terms of Use. Unless agreed otherwise in writing with the Depositor, the use of Content is subject to the General Terms of Use laid down by the Repository.
- c. The Repository can make Content (or substantial parts thereof) available to third parties:
 - i. if the Repository is required to do so by legislation or regulations, a court decision, or by a regulatory or other institution
 - ii. if this is necessary for the preservation of the resources
 - iii. (to a similar institution) if the Repository ceases to exist and/or its activities in the field of data-archiving are terminated
- d. The Repository shall publish the metadata provided by the Depositor and make them freely available under CC0. Other documentation that relates to the dataset and is provided by the Depositor shall be published and made freely available, unless the Depositor has specified in writing that certain documents must not be made freely available.

§ 7. Withdrawal of Resources

- a. If sufficient indispensable grounds exist, the Depositor has the right to request the Repository not to make the resources available for a temporary period or permanently. In such cases, the Repository may retain the resources in the archive, but will no longer allow Third Parties to access them.
- b. If sufficient indispensable grounds exist, the Repository has the right to remove the resources from the archive wholly or in part, or to restrict or prevent access on a temporary or permanent basis. The Repository will inform the Depositor in such cases.

§ 8. Warranty and Liability

- a. The Repository will provide the technical infrastructure for data archiving and discovery.
- b. The Repository reserves the right to temporarily suspend server operations for urgent internal reasons and will endeavour to keep downtimes to a minimum.

- c. The Repository ensures the functionality of the persistent identifiers assigned to the resources, subject to availability of the service by external partners.
- d. The Repository is not obliged to check whether the rights of Third Parties are violated by the archiving of resources. Specifically, the Repository is not responsible for data contents, the lawfulness of data provision or access to data. The Depositor will indemnify, defend, and hold harmless the Repository from any and all claims, damages and liabilities of Third Parties in that respect, including reasonable attorneys' fees.
- e. The Repository accepts no liability in the event that all or part of resources is lost.
- f. The Repository accepts no liability for any damage or losses resulting from acts or omissions by Third Parties to whom the Repository has made resources available.

§ 9. Costs

The deposition of resources into the repository is free of charge.

§ 10. Death of the Depositor

Following the death of the Depositor, or in the event that the Depositor's organisation ceases to exist, content in the 'Restricted Access' category shall automatically be transferred to the 'Public' category. This is not applicable if resources contain personal data or such material, which copyright moves to the heirs of the original copyright owner.

§ 11. Period of Validity and Termination

1. This agreement comes into effect as of the date of signature of the parties. The validity term of this agreement is sine die.
2. Either party may terminate this agreement at any time on the material breach or repeated other breaches by the other party of any obligation on its part under this agreement, by serving a written notice on the other party identifying the nature of the breach, e.g. the Depositor has not the right to publish the Resources or the Resources contain offending content not serving research purposes. The termination will become effective thirty (30) days after receipt of the written notice, unless during the relevant period of thirty (30) days the defaulting party remedies the breach.
3. This agreement may be terminated by either party on written notice if the other party becomes insolvent or bankrupt, if the Repository's project ends or if the Repository withdraws or ceases operations. The termination will become effective thirty (30) days after receipt of the written notice.
4. If the Repository ceases to exist or terminates its archiving activities, it will attempt to transfer the data streams to a similar organisation that will continue the agreement with the Depositor under similar conditions and inform the Depositor. The Repository will also provide the opportunity for the Depositor to get a copy of the resources.
5. Termination of this agreement does not affect any prior valid agreement made by either party with Third Parties.

§ 12. Miscellaneous

1. If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
2. This agreement may be supplemented, amended or modified in writing only by the mutual agreement of the parties. Any modification proposed by the Repository must be notified to the Depositor. The Depositor shall be allowed at least two months from the date of reception of the notice to reject the new agreement. If the modifications are not rejected by the Depositor in writing within the allowed period, the modifications are presumed to have been accepted. If the proposed modifications are rejected by the Depositor, the Repository has the right to terminate this agreement against 31 December of any year, with a one month notice. The Depositor has the right to terminate this agreement according to § 11 (2) in case he/she rejects the proposed modifications.

§ 13. Jurisdiction

The provisions of Austrian law apply to this agreement. Place of jurisdiction is Vienna.

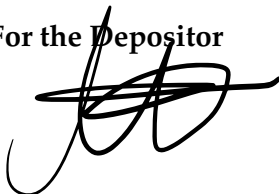
Signatures

For the Repository

Date, Signature
(Director of ACDH-CH)

Date, Signature
(Vice-Director of ACDH-CH)

For the Depositor



10 November 2021

Date, Signature