

## **Deposition & License Agreement**

### **1. Parties**

- a) The organization or person authorized to transfer and deposit the digital dataset(s) hereafter referred to as the Depositor:
- b) CLARIN infrastructure (the repository)

### **2. License**

- a) The Depositor grants the Repository a non-exclusive license for digital data files, hereafter referred to as Content.
- b) The Repository is authorized to include the Content in its data archive. The Repository shall transfer Content to an available carrier, through any method and in any form.
- c) The Repository is authorized to make Content (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.

### **3. The Depositor**

- a) The Depositor declares that he is a holder of rights to Content, or the only holder of rights to the Content, 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.
- b) The Depositor indemnifies the Repository against all claims made by other parties against the Repository with regard to Content.

### **4. The Repository**

- a) The Repository shall ensure, to the best of its ability and resources, that the deposited Content is archived in a sustainable manner and remains legible and accessible.
- b) The Repository shall, as far as possible, preserve Content unchanged in its original digital format, taking account of current technology and the costs of implementation. The Repository has the right to modify the format and/or functionality of Content if this is necessary in order to facilitate the digital sustainability, distribution or re-use of Content.
- c) If the access categories “Restricted Access” or “Academic Access”, as specified at the end of this Agreement, are selected, 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 and/or consulting the Content or substantial parts thereof.

### **5. The Content**

- a) Content to which the license relates is specified in the appendix to this Agreement. The appendix forms an integral part of this Agreement.
- b) The Depositor declares that the Content corresponds to the specification provided.
- c) The Depositor declares that Content contains no data or other elements that are contrary to the law or public regulations.
- d) The Depositor indemnifies the Repository against all claims by third parties relating to Content.
- e) The Depositor will supply Content by means of a method and medium deemed acceptable by the Repository.

## **6. Removal of Content / changes to access conditions**

- a) If sufficient indispensable grounds exist, the Depositor has the right to request the Repository not to make Content available for a temporary period or permanently. In such cases, the Repository shall retain Content in the data archive, but shall no longer allow third parties to access the Content or substantial parts thereof.
- b) If sufficient indispensable grounds exist, the Repository has the right to remove Content from the archive wholly or in part, or to restrict or prevent access to Content on a temporary or permanent basis. The Repository shall inform the Depositor in such cases.

## **7. Availability to third parties**

- a) The Repository shall make the Content available to third parties in accordance with the access conditions agreed with the Depositor: "Public", "Academic Access" or "Restricted Access".
- b) The Repository shall make Content available only to third parties who have agreed to comply with the conditions of use. Unless agreed otherwise with the Depositor, the use of Content is subject to the General Terms of Use laid down by the Repository.
- c) If the access category "Restricted Access" has been agreed, the Repository shall make the Content available only to the persons and/or organizations specified by the Depositor.
- d) The Repository can make Content (or substantial parts thereof) available to third parties:
  - if the Repository is required to do so by legislation or regulations, a court decision, or by a regulatory or other institution
  - if this is necessary for the preservation of Content and/or the data archive
  - (to a similar institution) if the Repository ceases to exist and/or its activities in the field of data-archiving are terminated
- e) The Repository shall publish the metadata and make them freely available, on the basis of the documentation that the Depositor provides with Content. The term metadata refers to the information that describes the digital files. 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 that certain documents must not be made freely available. Documents that contain personal data will not be made freely available.
- f) The general information about the research and the metadata relating to Content shall be included in the Repository's databases and publications that are freely accessible to all persons.

## **8. Provisions relating to use by third parties**

- a) The Repository shall require third parties to whom the Content (or substantial parts thereof) is made available to include in the research results a clear reference to the Content from which data have been used. The reference must comply with the CLARIN Infrastructure Terms of Use.

## **9. Death of the Depositor**

- a) Following the death of the Depositor, or in the event that the Depositor's organization ceases to exist, Content in the 'Restricted Access' category shall automatically be transferred to the 'Public' category. This is not applicable if Content contains personal data or such material, which copyright moves to the heirs of the original copyright owner.

## **10. Liability**

- a) The Repository accepts no liability in the event that all or part of Content is lost.
- b) The Repository accepts no liability for any damage or losses resulting from acts or omissions by third parties to whom the Repository has made Content available.

## **11. Term and termination of the Agreement**

- a) This Agreement shall come into effect on the date on which the Repository receives the Content (hereafter the deposit date) and shall remain valid for an indefinite period. Cancellation of this Agreement is subject to a period of notice of six months, and notice shall be given in writing. It is possible to change the agreed access category at any time during the term of the Agreement.
- b) Notwithstanding point (a), this Agreement shall end when Content is removed from the data archive in accordance with Article 5 of this Agreement.
- c) If the Repository ceases to exist or terminates its data-archiving activities, the Repository shall attempt to transfer the data files to a similar organization that will continue the Agreement with the Depositor under similar conditions if possible.

## **12. Applicable Law**

- a) WHAT| law is applicable to this agreement.

## Access categories for Content

The Repository is permitted to distribute Content and make it available by means of the method mentioned below and, if indicated below making use of the additional option non-commercial

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### **You have chosen:**

[Public: unrestricted access]

The Repository is permitted to make content available to all persons, legal entities and organizations for any purposes.

[Academic Access only]

The Repository is permitted to make Content available to all persons and organizations registered with the Repository for the purpose of Academic research, study or teaching.

[Restricted Access: access with the permission of the Repository]

The Repository is permitted to make the Content available to persons, legal entities and organizations registered with the Depositor only after receiving express permission from the Depositor.

### **You have additionally chosen:**

[Restriction: Non-Commercial]

Content is not be used in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation.

[Restriction: Grant back]

If a Derivate version of Content is created, it has to be licensed with the same license as the original Content.

[Restriction: Notification]

If the Content is used in a published article or other work, a notification to Depositor about the publication is required.

The Depositor hereby agrees to the above provisions and the general code(s) of conduct referred to in this document.