

(Status: 2019-06-13)

ZBW Journal Data Archive – User Agreement (Deposit License)

I. Offer description

With the ZBW Journal Data Archive, the ZBW offers a technical platform for the storage, documentation and dissemination of publication-related research data from social science and economic journals.

The primary aim of the service is to support the replicability of published economic research and to promote the exchange and accessibility of research data and related materials (such as data documentation or program codes).

For this purpose, authors who have been registered by one of the journals participating in the ZBW Journal Data Archive can independently submit publication-related research data into the platform and describe it with structured metadata. Upon publication, the stored data will be provided with a persistent identifier (DOI) in accordance with the journal's requirements. This enables the data to be unambiguously referenced and cited.

The ZBW supports open science practises and open access to publicly funded research data whenever possible and reasonable.

II. Permitted Content

(1) The ZBW Journal Data Archive may only store publication-related research data (hereinafter referred to as "digital objects") that are intended for publication and (scientific) reuse. After publication, these digital objects together with their metadata are freely available to users on the internet without the need to obtain the consent of the data providers.

(2) In addition to publication-related research data sets, routines or scripts used for data transformations and analyses as well as other information describing the data can also be entered into the ZBW Journal Data Archive (e.g. codebooks or readme files).

III. Upload and Description

Upload and description of these digital objects are carried out independently by the data provider (author). The respective journal examines the uploaded digital objects before they are published.

IV. Costs

(1) The service - in particular for uploading digital objects to the ZBW Journal Data Archive - is free of charge for scholarly journals and their authors.

(2) The introduction of fees is not currently planned, but the ZBW reserves the right to charge fees to cover future operating costs for certain services.

V. Safeguarding digital objects within the ZBW Journal Data Archive

(1) The ZBW does not modify the digital objects stored in the ZBW Journal Data Archive, but concentrates, in coordination with its technical service providers for

the storage of the digital objects, on their physical preservation (so-called bitstream preservation). Permanent usability and interpretability cannot be guaranteed, since it depends on the availability of the respective formats in which the objects have been uploaded and on the availability of the corresponding programs.

- (2) All digital objects and their metadata stored in the ZBW Journal Data Archive are backed up (as a rule on a daily basis) and multiple copies are kept in separate locations.
- (3) A deletion of digital objects is generally not intended once they have been published. In justified exceptional cases (e.g. incorrect files or legal problems), data may be withdrawn after consultation with the publisher of the journal in question. However, the corresponding entry will continue to be publicly accessible in the ZBW Journal Data Archive and the DOI assigned for data submission will continue to be resolved to the corresponding entry (metadata and landing page) in the ZBW Journal Data Archive. The corresponding entry will be updated with a note on the withdrawal of the data.

VI. Rights of use and rights of third parties

- (1) By transmitting the digital objects and associated metadata, the data provider (author) grants the ZBW the simple, spatially unlimited and temporally limited right of use to the digital objects stored in the ZBW Journal Data Archive for the duration of the intellectual property right free of charge.

In particular, the ZBW is entitled to use the digital objects and associated metadata

1. on servers or other data carriers of the ZBW, if required also by service providers commissioned by the ZBW;
2. in databases;
3. accessible to the public via data networks;
4. for text and data mining activities and
5. to use them within the framework of the application of all appropriate technical means, formats, and methods for the purpose of long-term digital preservation and ensuring publication ("long-term archiving") by the ZBW or technical service providers commissioned by it.

Any existing rights, in particular intellectual property rights, of the data provider remain unaffected, i.e. data and documents can, for example, continue to be transferred to other institutions for archiving or publication.

- (2) Upon transfer to the ZBW Journal Data Archive, data and additional materials must be free of rights of third parties that conflict with the granting of rights to the ZBW. In addition, the relevant data protection regulations must be respected.

IMPORTANT NOTICE:

*The English translation exclusively serves informational purposes;
only the German version is binding.*

In particular, data sets containing information at the individual level (e.g. survey data) must be anonymised in such a way that identification of individuals is not possible (de facto anonymity). Also, no other personal data may be contained therein. In addition to name, date of birth, address, telephone number and vehicle registration mark, this also includes other information such as interests and special characteristics that enable a person to be identified.

- (3) The ZBW reserves the right to refuse the acceptance of data and other materials or to remove already accepted materials from the platform if there are doubts about the legal admissibility of archiving them.
- (4) Insofar as databases or compilations of data are subject of this agreement or part thereof and are protected by an intellectual property right of their own kind, the data provider waives all rights resulting from this protection which conflict with the described use within this platform.
- (5) The ZBW continuously develops the ZBW Journal Data Archive and reserves the right to adapt the service both technically and organisationally, to discontinue operation at any time or to replace it with another service. If the ZBW Journal Data Archive is discontinued, data, metadata and other materials will be transferred to a suitable research data repository for the remaining agreed retention period and will be maintained within the framework of the agreements reached and made available for subsequent use.
- (6) The grant of rights referred to in paragraph 1 shall apply only to operations which are not primarily aimed at a commercial advantage or remuneration in monetary value ('non-commercial use').

VII. Creative Commons-Licenses

Data and metadata are published under Creative Commons licenses. The publication-related research data and other materials submitted are published under the [CC-BY 4.0](#) license, while the metadata is published under the [CC0](#) license.

VIII. Entry into force

- (1) This contract enters into force when the data provider agrees to the terms of use of the ZBW Journal Data Archives immediately prior to the submission of the digital objects. This is done by confirming the agreement by clicking the "OK" button prior to completion of the transmission process.
- (2) The data provider can download, save and print this text of the contract.

IX. Liability

- (1) The ZBW is not liable for the trouble-free availability of the internet and thus the internet presence of the ZBW Journal Data Archive.
- (2) The data provider confirms with his consent to the terms of use immediately before the completion of the submission process that the publication and publicly accessibility of the digital data in the ZBW Journal Data Archive does not

violate any rights of third parties (e.g. copyrights, trademark rights, personal rights or other rights of third parties, e.g. of co-creators, co-authors, publishers, collecting societies, external funding sources) and that they have not made any granted any rights contrary to the granting of rights under this contract. In the event of a multiple authorship, the data provider declares that all co-authors or other rights holders are aware of the content of this user agreement and that they agree to it without restriction.

- (3) The data provider confirms that they or their employment corporation, as far as they are aware, has not entered into any agreements with third parties that conflict with this User Agreement with regard to the digital objects forming the subject matter of this agreement.
- (4) Paragraph 2 shall also apply to the text, image or other templates supplied by the copyright holder. If photographs or data of persons are used, the data provider has ensured that the latter cannot be identified by the photographs or data. Otherwise, the data provider is obligated to obtain the explicit consent of the persons concerned. The existence of which is confirmed by agreement to the terms of use.
- (5) If the data provider subsequently acquires knowledge of third-party intellectual property rights that conflict with the execution of this contract, they shall immediately inform the ZBW thereof.
- (6) The liability of the parties and their vicarious agents for breaches of duty or tort shall be limited to cases of intent and gross negligence. In the event of a breach of essential contractual obligations (cardinal obligations), the contracting parties shall also be liable in the event of slight negligence for the foreseeable direct damage typical for the contract. The exclusion or limitation of liability does not apply to damages resulting from injury to life, body or health, unless the holder of the rights is not at fault.
- (7) The data provider undertakes to indemnify the ZBW against all third-party claims based on a demand for which they are responsible and to reimburse all costs incurred as a result of the demand for which they are responsible, in particular the costs of legal proceedings.

X. Other

- (1) German law applies.
- (2) The German version of this user agreement is authoritative and legally binding.