Deposit Agreement

The aim of 4TU.ResearchData is to allow access to the datasets deposited as well as to support their long-term preservation. The Deposit Agreement gives permission to 4TU.ResearchData to disseminate the contents under the access conditions and use specified by the Depositor at the time of deposit. It also allows 4TU.ResearchData to store, copy and modify the dataset, without changing the content, to ensure that it can be preserved and made available in the future.

By submitting your dataset for deposit you grant a non-exclusive licence to 4TU.ResearchData in respect of any material within the dataset. The licence is non-exclusive, and therefore does not prevent you exercising any rights you might have to distribute or publish the dataset elsewhere.

Please read this Deposit Agreement carefully before depositing any dataset in 4TU.ResearchData.

The following parties are involved in this Deposit Agreement:

1. The organization or person who is entitled to deposit the Dataset, hereafter referred to as Depositor.

2. The organization that is entitled to archive and manage the Dataset, hereafter referred to as Repository.

The Depositor is: The person or legal entity registered as such with the Repository

The Repository is:

Organisation: 4TU.ResearchData
Represented by: Director of TU Delft Library
Postal address: P.O. Box 98
Postal code: 2600 MG
Town/city: Delft
Country: The Netherlands
Tel.:   +31 (0)15 27 88 600
E-mail: researchdata@4tu.nl

Definitions & terms

Access: making the dataset available with or without restriction.

Dataset: a set of files deposited into the Repository and an associated Metadata Record.

Deposit: the submission or transferral of the dataset to the Repository for long-term preservation

Metadata Record: a structured description of a dataset, including information about licensing and conditions of access to the data. Metadata records can refer to datasets held in the Repository or elsewhere.

Open Access licence: states the conditions under which the dataset can be used by others.

Preservation: all managed activities necessary to ensure continued access to the dataset for as long as necessary.

Repository: a central location where data is stored and managed and can be found.

Restriction: a limitation on access to the whole or any part of the dataset so that it is not freely and openly downloadable.

Third party: someone who is not one of the two main people/organizations involved in this agreement but who is still affected by it in some way.

1. Depositor's Declaration

By depositing the Dataset in the Repository:

1.1. The Depositor grants the Repository a non-exclusive licence for the deposited digital data and associated metadata, hereafter referred to as 'dataset'.

1.2. The Depositor confirms that the Repository is authorized to include the dataset in its digital archival system. The Repository shall transfer the content of the dataset to an available carrier, through any method and in any form.

1.3. The Depositor confirms that the Repository is authorized to make the dataset (or substantial parts thereof) available to third parties by means of online 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.

1.4. The Depositor declares to be the holder of rights to the dataset, or the only holder of rights to the dataset, under the Database Act (Databankenwet) and where relevant the Copyright Act (Auteurswet) or otherwise, and/or is entitled to act in the present matter with the permission of other parties that hold rights.

1.5. By depositing this dataset in the Repository, the Depositor does not transfer ownership. The Depositor retains the right to deposit the dataset elsewhere in its present or future version(s). The

Depositor and co-investigators assert and retain any moral rights in the dataset including the right to be acknowledged.

1.6. The Depositor confirms that the dataset does not breach any law, and indemnifies the Repository against all claims made by other parties against the Repository with regard to the dataset, the transfer of the dataset, and the form and/or content of the dataset.

1.7. The Depositor confirms that the dataset does not violate or infringe any copyright, trademark, patent or intellectual property right whatsoever of any person(s) or organisation, and that if the dataset contains any material in which one or more third parties hold rights, the Depositor has written permission from the rights-holder(s) to include such material in the dataset, and the use of the material does not impact on any contractual arrangements with those third parties.

1.8. The Depositor has provided sufficient metadata to ensure that the dataset is discoverable and sufficient explanatory documentation to ensure that the dataset is understandable and reusable.

1.9. The Depositor confirms that this dataset is compiled with due observance of the Netherlands Code of Conduct for Research Integrity, the General Data Protection Regulation (GDPR) and other applicable laws and regulations.

1.10. The Depositor confirms that the data, metadata and file names do not contain any sensitive personal data or special categories of personal data within the meaning of the GDPR.

1.11. In case of any restriction to the dataset, the Depositor has specified any embargo period(s)/date(s) or other restrictions to access which apply to the dataset.

1.12. If there is any access restriction by the general public to the dataset, the Depositor will notify the nature of this restriction when depositing the dataset in the Repository.

2. Permissions granted to the Repository

The Repository shall:

2.1. Make the dataset available to third parties without charge under the access conditions and use specified by the Depositor at the time of deposit. The following access conditions can apply: "Open access", "Embargo", "Confidential", and "Metadata-only".

2.2. Make freely available online a Metadata Record describing the dataset, which may be stored, copied and disseminated without restriction and free of charge.

2.3. Assign to any dataset held in the Repository a Digital Object Identifier (DOI) that will enable permanent persistent linking to the Metadata Record.

2.4. Ensure, to the best of its ability and resources, that the deposited dataset is archived in a sustainable manner and remains legible and accessible.

2.5. The Repository shall, as far as possible, preserve the dataset unchanged in its original software format, taking account of current technology and the costs of implementation. The Repository has the right to modify the format and/or functionality of the dataset if this is necessary in order to facilitate the digital sustainability, distribution or re-use of the dataset, whilst the original source files are retained in their native formats as well.

2.6. If the dataset has been assigned the access category "Confidential", 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 accessing and/or consulting substantial parts of the dataset.

Additionally, the Repository may:

2.7. At any time, migrate the dataset to another repository, which (for the avoidance of doubt) may be controlled by a person other than the Repository on condition that all metadata are migrated with the dataset and that the new repository shall continue to grant access to the dataset on the same terms as set out in this Agreement and no charge for use of the dataset will be levied by the destination repository.

3. Availability to third parties

3.1. With the exception of datasets for which restricted access applies, all datasets will be directly accessible to third parties. Third parties do not have to register with the Repository. The dataset will be placed in the public domain or made available under an Open Access licence.

3.2. The Repository shall make the dataset available only to third parties who have agreed to comply with the Terms of Use.

3.3. If the files of the dataset contain pseudonymised data within the meaning of the GDPR (with the exception of sensitive personal data and special categories of personal data), the restricted access category "Confidential" will be applied exclusively and the files will not be made available directly to third parties.

3.4. If the Depositor and Repository agree on the restricted access category "Confidential", the following shall apply:
a. The Repository will only make the files in the dataset available to users who have submitted a permission request for access to the dataset and who have subsequently been granted such permission by the Depositor.
b. If a dataset with the restricted access category "Confidential" includes files which the Depositor wishes to provide without the required permission as referred to under (a), the Repository shall make the files directly available to third parties at the request of the Depositor.
c. The Depositor will ensure the availability of a stable email address and check it regularly so that permission requests can be processed within a reasonable period of time.
d. The Repository will facilitate consultations between the Depositor and the user who wants to use a dataset, but cannot be held responsible for the Depositor's decision whether or not to make the dataset available, nor for any conditions under which this is done.

3.5. If the restricted access category "Embargo" is applied, the files of the dataset will not be made available for up to two years from the commencement of this agreement. After this period has expired, the dataset will be made freely available and the public-domain declaration or licence will automatically take effect. Extension of this period will only be possible for compelling reasons and in consultation with the Repository.

3.6. Contrary to the above, the Repository may make the dataset or substantial parts of it available to third parties:
a. if the Repository is obliged to do so by virtue of laws and regulations or a judicial decision;

b. (To a similar institution) if the Repository ceases to exist and/or terminates its activities in the field of data archiving.

3.7. The Repository will make the metadata associated with the dataset freely available.

4. Withdrawal of data

The Repository is entitled to remove the dataset and/or metadata record if the dataset is found to violate the legal rights of any person or organisation, or is the subject of legitimate complaint. In such cases the Repository will attempt to notify the Depositor if a Dataset is rejected or removed.

5. Disclaimer

5.1. 4TU.ResearchData shall in no way be liable for the contents or accompanying documentation of the dataset, including infringements of privacy rights within the meaning of the GDPR, unless in the event of intent or gross negligence on the part of 4TU.ResearchData.

5.2. While every care will be taken to preserve the dataset, the Repository is not liable for loss or damage to the dataset or any other data while it is stored in the Repository (or any repository to which the dataset is subsequently migrated, as indicated in Article 2.7).

5.3. Neither 4TU.ResearchData nor the Depositor provide any guarantee that a dataset made available will meet the research objectives of the user. Neither 4TU.ResearchData nor the Depositor are liable for conclusions based on the dataset.

6. Duration, cancellation, termination of the agreement

6.1. This agreement takes effect on the date on which the Repository receives the dataset for publication. The Repository will then publish the dataset as soon as possible.

6.2. This agreement will remain in effect for an indefinite period of time, unless:
a. Either of the parties cancels the agreement in writing, subject to a notice period of six months;
b. Pursuant to Article 4 of this agreement, the dataset has been permanently removed from the archival system;
c. The Depositor died or the Repository has ceased to exist, and no legal successors or co-entitled parties are known to the Repository.

6.3. It is possible to change the agreed access category at any time during the term of the Agreement, with due observance of Article 3.3.

7. Governing law

Dutch law is applicable to this agreement.