

Deposit Licence Agreement

3TU.Datacentrum

The aim of 3TU.Datacentrum is to allow free access to the datasets deposited as well as to support their long-term preservation. The Deposit Licence gives permission to 3TU.Datacentrum to disseminate the contents on an open access basis via the internet. It also allows 3TU.Datacentrum to store, copy and modify the dataset, without changing the content, to ensure that it can be preserved and made available in the future.

Please read this deposit licence carefully before depositing any dataset in 3TU.Datacentrum.

The following parties are involved in this Licence Agreement:

1. The organization or person authorized to transfer and deposit the digital dataset(s), hereafter referred to as the Depositor
2. The organization that is authorized to archive and manage the digital dataset(s), hereafter referred to as the Repository

The Depositor is:

The person or legal entity registered as such with the Repository

The Repository is:

3TU.Datacentrum

Represented by: Ir. W.J.S.M. van Wezenbeek, Director 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: datacentrum@3tu.nl

This Licence Agreement is subject to the following provisions:

1. Licence

- a. The Depositor grants the Repository a non-exclusive licence for digital data files, hereafter referred to as 'dataset'.
- b. The Repository is authorized to include the dataset in its data archive. The Repository shall transfer the content of the dataset to an available carrier, through any method and in any form.

c. 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.

2. The Depositor

a. The Depositor declares that he is a holder of rights to the dataset, or the only holder of rights to the dataset, under the Databases 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.

b. By depositing a dataset 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 retains all moral rights in the dataset including the right to be acknowledged as creator.

c. The Depositor 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.

3. The dataset

a. The dataset to which the licence relates consists of all the databases, documentation and other data files and documents that form part of this dataset, which have been transferred by the Depositor.

b. The Depositor declares that the dataset corresponds to the specification provided.

c. The Depositor declares that the dataset contains no data or other elements that are contrary to Dutch law.

d. The Depositor will supply the dataset by means of a method and medium deemed acceptable by the Repository.

4. The Repository

a. The Repository shall ensure, to the best of its ability and resources, that the deposited dataset is archived in a sustainable manner and remains legible and accessible.

b. 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.

c. If the access category "Temporary restriction: Embargo", as specified at the end of this Agreement, is 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 dataset or substantial parts thereof.

5. Removal of datasets

If sufficient weighty grounds exist, the Repository has the right to remove the dataset from the archive wholly or in part, or to restrict or prevent access to the dataset on a temporary or permanent basis. The Repository shall inform the Depositor in such cases.

6. Availability to third parties

- a. The Repository shall make the dataset available to third parties in accordance with the access conditions agreed with the Depositor: "Open access", or the "Temporary restriction: Embargo".
- b. The Repository shall make the dataset available only to third parties who have agreed to comply with the General Conditions of Use.
- c. Notwithstanding the above, the Repository can make the dataset (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 the dataset 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
- d. The Repository shall publish the metadata and make them freely available, on the basis of the documentation that the Depositor provides with the dataset. The term metadata refers to the information that describes the digital files.
- e. The general information about the research and the metadata relating to the dataset shall be included in the Repository's databases and publications that are freely accessible to all persons.

7. Provisions relating to use by third parties

- a. The Repository shall require third parties to whom the dataset (or substantial parts thereof) is made available to include in the research results a clear reference to the dataset from which data have been used. The reference must comply with the General Conditions of Use.
- b. The Repository shall require parties to which a dataset is made available to grant a non-exclusive licence for the dataset(s) they create using the dataset that has been made available.

8. Liability

- a. The Repository accepts no liability in the event that all or part of a dataset 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 the dataset available.
- c. The Repository accepts no responsibility for mistakes, omissions, or legal infringements within the deposited dataset.

9. Term and termination of the Agreement

- a. This Agreement shall come into effect on the date on which the Repository receives the dataset (hereafter the deposit date) and shall remain valid for an indefinite period. If the repository decides not to include the dataset in its data archive, this Agreement is cancelled. The Repository notifies the Depositor of publication or non-inclusion of the dataset in its data archive. 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 the dataset 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.

10. Jurisdiction

3TU.Datacentrum is entitled, but not obliged, to act independently against violations of the Copyright Act (Auteurswet) and/or any other intellectual property right of the holder(s) of rights to the dataset and/or the data from the dataset.

11. Applicable law

Dutch law is applicable to this agreement.

Access categories for datasets

The Repository is permitted to distribute the dataset and make it available by means of the method mentioned below and, if indicated below making use of the additional option Temporary restriction: Embargo.

You have chosen:

[Open Access: unrestricted access]

The Repository is permitted to make the dataset available to all persons, legal entities and organizations registered with the Repository.

You have additionally chosen:

[Temporary restriction: Embargo]; only possible when Open Access has been chosen.

The dataset will be temporarily unavailable until, ¹ commencing on the deposit date. The embargo period cannot be longer than two years and cannot be extended. When this period elapses, one of the special provisions set out above shall automatically apply.

¹ Enter the end date of the embargo (not longer than two years after deposit date)

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