

ZBW Journal Data Archive - Deposit License

I. Description

With the ZBW Journal Data Archive ZBW provides a technical platform for the storage, documentation and dissemination of publication-related research data (hereafter "digital objects") from articles published in social sciences' and economics' journals.

The primary objective of this service is to support the replicability of published economic research and to promote the sharing and accessibility of these data and related materials (such as e.g. the documentation of the data and corresponding program codes).

For this purpose, authors are invited to submit the replication files of their article to the ZBW Journal Data Archive and to describe them with structured metadata. Prior to be able to submit such digital objects to the platform, authors have to be registered by a participating journal. After completing a submission, these digital objects receive a persistent identifier (DOI) in accordance with the requirements of the particular journal. Thereby, the replication files get uniquely referenceable and quotable.

ZBW supports the freest possible access to publicly funded research data.

II. Permitted Content

- (1) The ZBW Journal Data Archive is intended for publication-related research data only. These data must be designated for publication and (scientific) reuse from a legal perspective. Once published, the digital objects along with related metadata will be available for users on the internet free of charge. The consent of the data depositor for downloading and reusing the data will not requested.
- (2) Beside publication-related research data also program codes or scripts used for data transformations or analysis and other descriptive information may be stored in 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 depositor. The respective journal will review the submitted digital objects prior to publication.

IV. Costs

- (1) The service - in particular for submitting digital objects to the ZBW Journal Data Archive - is free of charge for scholarly journals and their authors.
- (2) Currently, there are no plans to impose fees for our service. Notwithstanding, ZBW reserves the right to raise fees in the future in order to be able to cover operating costs for certain services.

V. Storage of digital objects in ZBW Journal Data Archive

- (1) The ZBW does not subsequently alter the digital objects deposited in the ZBW Journal Data Archive. It rather focusses on the physical preservation (so-called bitstream preservation) of the digital objects in coordination with its technical service providers. Nevertheless, permanent usability and interpretability cannot be guaranteed because it depends on the availability of the formats in which the respective objects were deposited and/or on the availability of the corresponding programs.

- (2) All digital objects deposited in the ZBW Journal Data Archive and its metadata are backed up (normally on a daily basis) and multiple copies are stored at separate locations.
- (3) Once deposited, the digital objects are not designated for deletion. In justified cases (e.g. faulty files or legal problems) data may be withdrawn after consultation with the editor of the respective journal. However, the corresponding entry will continue to be publicly referenced in the ZBW Journal Data Archive and the DOI will continue to resolve to the corresponding entry (metadata and landing Page) in the ZBW Journal Data Archive. A reference to the withdrawal of the data will be added to this entry.

VI. Usage rights and third party rights

- (1) On submission, the data depositor grants ZBW a non-exclusive, perpetual, worldwide right of use of the digital objects deposited in the ZBW Journal Data Archive free of charge.

In particular ZBW is entitled

1. to archive the digital objects and associated metadata on servers and other data carriers of the ZBW, if necessary also by service providers appointed by the ZBW;
2. to integrate them into databases;
3. to make them available to the public via data networks;
4. to use them for text and data mining activities and
5. to modify them for the purpose of digital long-term preservation and perpetual access by ZBW or its deputed technical service providers (this includes all relevant technical means, formats and methods for the purpose of safeguarding the data).

As far as rights of the data depositors are concerned, especially copyrights, these rights remain safeguarded. As this does not affect the depositor's copyrights, the data and documents may, for example, also be submitted to other institutions for the purpose of archiving or publication.

- (2) On submission to the ZBW Journal Data Archive data and additional materials must be unencumbered by third-party rights, and the relevant data protection provisions must be respected. In particular dataset that contain individual-level data (e.g. survey data) must be anonymised in such a way that identification of individuals is excluded (de facto anonymity). In addition, no other personal data may be included. Among others, such personal data may cover names, date of birth, addresses, telephone numbers, vehicle number plates and other information such as personal interests and special characteristics that may allow the identification of a particular person.
- (3) ZBW reserves the right to decline to accept data and other materials or to remove already accepted data and materials from the repository should doubts arise as to the legal permissibility of archiving them.
- (4) As far as databases or compilations of data are subject of protection provided by this agreement or part thereof and hold a separate intellectual property protection, the data depositor waives all rights resulting from this protection that are in conflict with the described usage of this platform.
- (5) The ZBW is continuously developing the ZBW Journal Data Archive and retains the right to modify the service, both technically and organisationally, to cease operations at any time or to replace it by another service. In the event of the cessation of operations of the ZBW

Journal Data Archive data, metadata and other materials shall be ingested into a suitable repository for research data for the remaining agreed retention period where they shall be maintained and made available for re-use within the framework of the agreements concluded.

- (6) The grant of rights pursuant to paragraph 1 applies only to acts which are not primarily directed towards commercial advantage or private monetary compensation ("non-commercial use").

VII. Creative Commons-License

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

VIII. Conclusion of Contract

- (1) This agreement comes into force once the data depositor accepts the deposit licensing conditions of the ZBW Journal Data Archive by ticking the button "OK" immediately prior to publication of the digital objects.
- (2) The data depositor can download, save and print the text of this agreement.

IX. Liability

- (1) The ZBW is not liable for the uninterrupted availability of the internet and therefore the internet presence of the ZBW Journal Data Archive.
- (2) By ticking the button "OK" immediately before uploading the work ("Please Confirm Submission" screen), the data depositor confirms that by publishing and making the digital objects publicly available on the website of the ZBW Journal Data Archive he/she is not damaging the rights of any third parties. (e.g. copyrights, image and text copyright, personal and other rights of third parties, e.g. of co-originators, co-authors, publishers, collecting societies, third party sponsors) and he/she has made no prior disposition prejudicial to the rights granted under this agreement. In the case of multiple authorship the right holder vicariously declares that all the co-authors are aware of the content of this agreement of use and that they are in unreserved agreement therewith.
- (3) The data depositor confirms that he/she or his/her employer, as far as he/she is aware, has not agreed any terms with third party sponsors that are contrary to this agreement of use in respect of the electronic work that is the subject of this agreement.
- (4) Section IX.2. also applies to texts, images and other submittals by the right holder. Where recordings of people or personal data are used the right holder will ensure that the latter are not identifiable in the recordings or data. Otherwise the right holder agrees to obtain explicit consent from affected persons, the existence of which is confirmed through signing this contract.
- (5) In the event that the right holder subsequently becomes aware of legal obstacles (e.g. third-party-rights) that may inhibit the implementation of the contract they will inform the ZBW of this matter immediately.
- (6) The liability of the parties and their vicarious agents due to breach of duty or tort is limited to cases of deliberate action and gross negligence. Where there is a breach of essential contractual obligations (cardinal duties) the parties to the contract are liable for foreseeable, contract typical, direct damages even in cases of only slight negligence. The limitation of liability or exclusion of liability does not apply to damages arising from death or injury to

body and health or for claims under the product liability law, unless the right holder is not at fault.

- (7) The data depositor agrees to release the ZBW from any claims by third parties arising from a liability incurred through actions of the right holder as well as to provide compensation for any costs resulting from these liabilities, in particular all costs associated with their legal defence.

X. Miscellaneous

- (1) German law applies exclusively.
- (2) The German version of this deposit license is legally binding and shall prevail.