

Licence agreement for the use of archived records for exclusively scientific purposes

By using the archived records and metadata that have been made available on the platform, you agree to the license conditions below and give an assurance that you will use the archived records, after they have been made available, exclusively in accordance with the provisions laid down in the licence. Any metadata have been dedicated to the public domain under CC0 1.0 Universal (CC0 1.0) Public Domain Dedication. They can be used without any restriction.

In the context of this Agreement, the term 'archived records' shall refer to immaterial goods that are available in machine-readable formats and are, as such, merchantable irrespective of a carrier. This particularly applies to any type of data related to social sciences, as well as accompanying documents such as codebooks, methods reports, questionnaires (hereinafter referred to as 'archived records') as well as the pertinent metadata (hereinafter referred to as 'metadata').

1. Licensing

1.1. Under the terms of this license, the Licensor shall grant a non-sublicensable, non-exclusive, unilaterally revocable license, unlimited with regard to time and place and free of charge, to use and edit the archived records, in full or in part, at discretion, exclusively for a specific scientific purpose, and particularly to combine them with other archived records and metadata and carry out modifications. This license shall not include the right to publish, disseminate, send or archive the said archived records or make them available to the public.

1.2. The licensed archived records may be used, in accordance with this license, in all known media and formats now known or created in the future, and the necessary technological modifications for this purpose may be carried out.

1.3. Upon making available the said archived records, the Licensee receives an offer from the Licensor to use the archived records under the conditions of this license. By using the said archived records, the Licensee has accepted the Licensor's offer.

1.4. For accessing archived records, it may be necessary for the Licensee to specify the intended 'scientific purpose'. AUSSSDA reserves the right to verify the said purpose. Should it emerge in the course of such verification that the purpose given is non-scientific, the archived records shall be returned and there shall be no legal basis for their use.

2. Other rights

2.1. Moral rights, such as the right of integrity, or the right of data protection and/or similar personality rights, shall not be affected by this license. However, the Licensor shall waive these rights or the enforcement of said rights to the limited extent that is necessary and possible for exercising the transferred rights.

2.2. This License shall not extend to patent and trademark rights.

2.3. Provided that there are no legal obligations, the Licensor waives any right to collect royalties for the use of the licensed archived records and metadata, whether directly or through a collecting society under any voluntary or waivable statutory or compulsory licensing scheme.

3. License conditions

3.1. The licensed archived records shall be exclusively used for a specific scientific purpose in accordance with this License. Their use for any other purpose shall not be permitted.

3.2. In the case of any type of use of the licensed archived records, either in full or in part, in adapted material or material based on the licensed archived records, reference shall be made to the licensed archived records. The form of citation specified by AUSSDA shall be observed. In the bibliography or list of referenced material, the following information shall, in particular, be provided in full: author(s), year, title, DOI, AUSSDA.

4. Exclusion of warranty and liability

4.1. Unless otherwise separately undertaken by the Licensor and to the extent possible, the Licensor offers the licensed archived records for use and editing. No representations or warranties of any kind concerning the licensed archived records are made, whether express, implied, statutory, or other, and any warranty, including statutory warranty, shall be excluded. This includes, in particular, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable.

4.2. To the extent possible, the Licensor shall not be liable for any losses, costs, expenses, or damage arising from this License or from the use of the licensed archived records and metadata, including in the event that the Licensor has been advised of the possibility of such losses, costs, expenses, or damage.

4.3. The exclusion of warranty and limitation of liability provided above shall be interpreted in a manner that, to the greatest extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

5. Term and termination

5.1. In the event of non-compliance with the provisions of this License, the rights granted under this License shall terminate automatically.

5.2. Where the right to use the licensed archived records has terminated in accordance with para. 1, it shall reinstate:

- a) automatically as of the point in time when the violation has been remedied, provided that this has taken place within 30 days of the discovery of the violation; or
- b) upon express reinstatement by the Licensor.

5.3. This section shall not affect the Licensor's right to demand compensation for the violation of this License.

5.4. Sections 3-6 shall also apply after this License has terminated.

6. Final provisions

6.1. This License shall not reduce, limit, restrict, or impose conditions on any use of the licensed archived records that could lawfully be made without permission under this License and shall not be interpreted to this effect.

6.2. Should any provision of this Agreement be legally ineffective or unenforceable, this Agreement as such and the remaining provisions shall continue to be effective and enforceable. Any ineffective or unenforceable provision shall be replaced by a provision which is as close as possible to the economic result of the legally ineffective or unenforceable provision, and which is legally effective and enforceable and as closely as possible reflects the intent of the Parties to the Agreement at the time of concluding this Agreement.

6.3. The terms and conditions of this License shall not be waived and no failure to comply shall be consented to unless expressly agreed to by the Licensor.

6.4. This License shall in no event lead to a waiver of any rights with regard to the archived records that the Licensor holds on a statutory basis, nor shall it be interpreted to that effect.

6.5. The original of this Licence agreement has been drawn up in German. The German version shall be the authentic one and prevail over the English one in all matters of interpretation and construction.