

Transfer and License Agreement

Contract type SU 1.4

between

[Name]

[address]

if applicable represented by: [.....]

– hereafter referred to as "**Licensor**"–

and

Universität Wien,

represented by the service unit Bibliotheks- und Archivwesen der Universität Wien, represented by [Name], acting on behalf of Core Facility AUSSDA - The Austrian Social Science Data Archive

Universitätsring 1

1010 Wien

– hereafter referred to as "**AUSSDA**" –

Collectively referred to as "**the parties**"

Preamble

(1) The Licensor is in possession of the archive materials specified in the Annex which are intended for archiving and reuse. For the purposes of this contract, archival materials are intangible goods that are available in machine-readable formats and, as such, are marketable independently of their carrier. In particular, these are data of all kinds with social science relevance and its accompanying materials, such as codebooks, methodology reports, survey tools (hereafter: "**Archive material**") and related metadata (hereafter: "**metadata**")

(2) The Core Facility AUSSDA - The Austrian Social Science Data Archive is a social science research infrastructure. AUSSDA represents Austria in the Consortium of European Social Science Data Archives (CESSDA ERIC). The aim of AUSSDA is to create a platform for the storage, archiving and provision of socio-scientific archive materials in accordance with international standards, in order to make the Archive materials findable, accessible, interoperable and reusable (hereafter: "**Archive**").

Against this background, the following contract ("**Contract**") is concluded:

§ 1 Subject of the contract

The subject of the Contract is the transfer of the following Archive materials specified in Annex 1-4 to AUSSDA: (please fill in the title of the Archive materials)

as well as their use and enabling of their use. Transfer in this sense is also any digital transfer that does not require a physical transfer - for example by data carrier.

§ 2 Obligations of the Licensor

(1) The Archive materials to be transferred to AUSSDA are licensed by the Licensor under the following conditions:

a) Creative Commons Attribution 4.0 International:

(Please fill in the title of the Archive materials specified in **annex 2**)

- _____
- _____
- _____

The valid license text is available at the following URL:

<https://creativecommons.org/licenses/by/4.0/legalcode>

b) License for scientific purposes only:

(Please fill in the title of the Archive materials specified in **annex 3**)

- _____
- _____
- _____

The valid license text is available in annex 4 and at the following URL:

<https://www.aussda.at/en/licenses/>

c) CC0 1.0 Universal:

- **related metadata**

Metadata in this sense are information as described in the metadata scheme in the version used by AUSSDA. This includes summaries (abstracts) and information extracted or aggregated from the Archive materials that describe the data in more detail, in particular, variable names, variable descriptions, record descriptions, the number of variables in the records, the number of cases in the record and aggregated descriptive statistics at the variable level, such as means or standard deviations.

The valid license text is available at the following URL:

<https://creativecommons.org/publicdomain/zero/1.0/legalcode>

(2) The Archive materials must be handed over to AUSSDA within (please fill in)

___[usually within one week]___

- (3) If the Archive materials are transferred to AUSSDA on a data medium, the ownership of the data medium is transferred to AUSSDA.
- (4) The Licensor hereby warrants that she/he is authorized to exercise the rights assigned under this contract and that the subject of the contract is free of third party rights.
- (5) The Licensor assures that she/he has taken into account all requirements arising from data protection laws when collecting or creating the Archive materials. In particular, she/he assures that she/he collected and used all the data with the consent of the persons concerned, informed them about the purpose of the data collection and, if necessary, anonymised personal data.
- (6) The Licensor warrants that the Archive materials have been collected or have been produced in accordance with the principles of good scientific practice and in accordance with ethical principles.
- (7) The Licensor shall indemnify AUSSDA from and against all claims, in particular those arising from the infringement of copyright or personal rights as well as the right to data protection, asserted by third parties against AUSSDA due to the contractual use of these rights. In this regard, the Licensor also bears the costs incurred in connection with the defense against claims of third parties.

§ 3 Archiving

- (1) AUSSDA shall store the Archive materials and make them available to the public or to a specific group in accordance with the licenses granted by the Licensor under § 2 (1).
- (2) AUSSDA sights and examines the Archive materials in terms of comprehensibility of the documentation as well as conformity with technical requirements regarding the formats in which the Archive materials are handed over, stored and made available. AUSSDA reserves the right, if necessary, to make corrections, additions and improvements to assure the quality of the Archive materials. AUSSDA does not guarantee the accuracy of the data contained in the Archive materials and does not adopt the Archival material through such an examination. If the Archive materials are found to be unsuitable for archiving, AUSSDA is not obliged, to include the Archive materials in the Archive and can return them to the Licensor within a reasonable period of time. AUSSDA will not at any time review the legitimacy of the collection of the data, the data and the arising results in principle ("legal review").
- (3) The Licensor grants AUSSDA a royalty-free, non-exclusive, temporally and geographically unlimited and transferable right to use the transferred Archive materials in whole or in part as often as desired, in particular to reproduce, publish, distribute, send, archive, provide to the public by wire or wireless, to edit, in particular, to combine them with other Archive materials and metadata and to make changes necessary to ensure the quality of the Archive materials and metadata or for technical reasons or with respect to the requirements of archiving. The Licensor also grants AUSSDA the rights of use necessary regarding future technical developments or changes in legislation.
- (4) AUSSDA is entitled to block access to or delete stored Archive materials and metadata, if they are not suitable for provision or archiving for objective reasons. If Archive material and metadata are blocked or deleted, the basic metadata that confirm the earlier existence of the Archive materials will remain visible.
- (5) Subsequent to the transfer and storage of the Archive materials and metadata, the Licensor can no longer demand the deletion of the Archive materials and metadata, unless the Licensor asserts a serious reason that cannot be met by blocking the Archive materials.
- (6) In order to be able to store and make the transferred Archive materials and metadata available on a long-term basis, AUSSDA is entitled to conclude contracts and take measures for this purpose. The Licensor agrees that the rights under this Agreement may be transferred at

any time for this purpose. This applies in particular in the event that AUSSDA is dissolved or can no longer pursue its original purpose. AUSSDA reserves the right to engage third parties with the provision of the Archive materials and metadata.

(7) The archiving is provided without any liability especially regarding the duration and the availability.

§ 4 Final provisions

(1) The competent court of Vienna will have exclusive jurisdiction for all disputes arising from or in connection with this agreement. This contractual relationship shall be governed exclusively by Austrian law to the exclusion of reference standards and the UN Convention on Contracts for the International Sale of Goods.

(2) In addition to this Contract, the general conditions of use of AUSSDA apply, which can be found on the website <http://www.aussda.at/en/terms-of-service/>. Oral agreements have not been concluded. Any additions and changes to this contract are only legally valid, if they have been made in written form. This also applies to a waiver of this written form requirement.

(3) The Licensor undertakes to notify AUSSDA of any change in her/his address in writing or by electronic transmission.

(4) Should a provision of this agreement become ineffective or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this agreement. The Parties shall strive to replace the ineffective or unenforceable provision with an effective and enforceable provision that comes as close as possible to the ineffective or unenforceable provision. The same applies in the event of a gap in this Contract.

(5) This document is a translation of the German version of the agreement. In the event of any deviations resulting from the translation, the formulation set forth in the German version shall prevail.

on behalf of the service unit
Bibliotheks- und
Archivwesen der Universität
Wien:

on behalf of the Licensor

[Name],
Head of Vienna University
Library and Archive Services,
acting on behalf of Core
Facility AUSSDA – The
Austrian Social Science Data
Archive

[name]

place, date signature

place, date signature

Annex 1

Declaration of consent in the collection and use of personal data

Licensor name: [title and full name]

Organisation/institution/employer:

Email address:

Phone:

Data medium: [data media type or alternatively: the transfer took place digitally without data medium]

Title of the Archive materials: _____ [e.g. project or study title. This is the overarching title for all archives under this agreement]

Bibliographic details of the main dataset in English:

Jennifer Smith; Jon Doe. (YYYY of publication). Study title [data set]. Vienna: AUSSDA

Bibliographic details of the main dataset in German:

Jennifer Smith; Jon Doe. (JJJJ der Veröffentlichung). Titel der Studie [Datensatz]. Wien: AUSSDA

The Licensor expressly consents to the collection and use of the personal information collected in this annex for the purpose of fulfilling the contract.

Signature of the Licensor: _____

Annex 2

Detailed description of the Archive materials published under Creative Commons Attribution 4.0 International License

In particular, the Archive materials include the following files and information:

Data:

- [file name 1, main dataset]
- [file name 2, e.g. data that can be added for specific analyses. These can be other cases and/or variables]
- [if applicable, add more]

Documentation:

- Method report [bibliographical reference in square brackets]
- Data collection instrument [bibliographical data in square brackets]
- Codebook [bibliographical data in square brackets]
- Program code (e.g. syntax, scripts) for data preparation
- Program code (e.g. syntax, scripts) for analysis
- Data management plan at the time of application
- Used declarations of consent [informed consent]

Annex 3

Detailed description of the Archive materials for scientific use

In particular, the Archive materials include the following files and information:

Data:

- [file name 1, main dataset]
- [file name 2, e.g. data that can be added for specific analyses. These can be other cases and/or variables]
- [if applicable, add more]

Documentation:

- [if applicable, further documents or files, e.g. sound recordings, recordings of call progressions (CATI call records)]

Annex 4

License for use for scientific purposes only

By using the Archive materials and metadata provided on the platform, you accept the following license terms and you agree to use the Archive materials after their provision only under the terms governed by the license. Metadata are provided with a CC0 1.0 universal license. Their use is not restricted.

§ 1 Licensing

- (1) Under the terms of this license, the Licensor grants a worldwide, temporally unlimited, royalty-free, non-sublicensable, non-exclusive, irrevocable license to use the Archive materials for a specific scientific purpose in whole or in part as often as desired, in particular to reproduce, publish, distribute, send, archive, provide to the public by wire or wireless, to edit, in particular, to combine them with other Archive materials and metadata and to make changes to them.
- (2) The licensed Archive materials can be used in all known and future media and formats according to the license. Necessary technical modifications can therefore be made.
- (3) By providing the Archive materials, the Licensee receives an offer from the Licensor to use the Archive materials under the terms of this license. The Licensee accepts the offer of the Licensor by using the Archive materials.
- (4) This license does not constitute a permission to maintain or give the impression that there is a link to the Licensor or that she/he is sponsored, endorsed or officially recognized.
- (5) When accessing the Archive materials, the Licensee must provide the intended "scientific purpose". AUSSDA reserves the right to verify this purpose. If it turns out during an examination that the stated purpose is not scientific, the Archive materials must be recurred and there is no legal basis for their use.

§ 2 Other rights

- (1) Moral rights, such as protection against a distortion of a work, privacy rights or similar personal rights are not affected by this license. Nevertheless, the Licensor waives these rights or their enforcement, as far as necessary and possible to exercise the transferred rights.
- (2) Patent and trademark rights are not covered by this license.
- (3) The Licensor waives any remuneration for the use of the licensed Archive materials and metadata to the greatest possible extent, either directly or through a collecting society under whatever voluntary or mandatory legal or compulsory licensing mechanism.

§ 3 License terms

- (1) The licensed Archive materials shall be used exclusively for the scientific purposes communicated, qualified and recognized by AUSSDA in accordance with this license. The use for any other than the purpose communicated by AUSSDA is not allowed.
- (2) For each form of use of the licensed Archive materials, in whole or in part or the use of modified material or material based on the licensed Archive materials, it shall always be referred to the licensed Archive materials. The citation method prescribed by AUSSDA must be observed.
- (3) In case of transferring modified material, the license chosen therefore may not lead to the fact that this license cannot be met when receiving these modified materials.

§ 4 Disclaimer of warranty and liability

- (1) Unless the Licensor provides otherwise and as far as possible, the Licensor offers the licensed Archive materials for use and editing. With respect to the licensed Archive materials, no particular characteristics are promised, either expressly or implied or otherwise, and all warranties, including statutory warranties, are excluded. This includes, in particular, the absence of defect in title, marketability, suitability for a specific purpose, safeguarding third party rights, absence of (even hidden) material defects, correctness, and the presence or absence of misconceptions, regardless of whether they are known, unknown or identifiable.
- (2) To the extent possible, the Licensor shall not be liable for any losses, costs, expenses or damages arising out of this license or the use of the licensed Archive materials and metadata, even if the possibility of such loss, cost, expense or damage has been brought to the attention of the Licensor.
- (3) The disclaimer of warranty and liability shall be construed to be as close as possible to an absolute exclusion of liability and warranty.

§ 5 Term and termination

- (1) The rights under this license expire automatically if the terms of this license are not met.
- (2) If the right to use the licensed Archive materials has expired pursuant to (1), it revives as follows:
 - 1st) automatically at the time when the infringement is remedied, if this occurs within 30 days from the knowledge of the breach; or
 - 2nd) explicit reinstatement by the Licensor.
- (3) This section does not limit the right of the Licensor to demand compensation for violation of this license.
- (4) Sections 3-6 shall continue to apply even after the expiration of this license.

§ 6 Final provisions

(1) This license is not intended to reduce, limit, restrict, or impose conditions on any use of the licensed Archive materials that is permitted without a license and shall not be interpreted as such.

(2) If any provision of this license is found to be unenforceable, that provision shall be automatically adjusted to the minimum extent necessary to make it enforceable. Should any of the provisions not be adjustable, this will not change the enforceability of the remaining provisions.

(3) The terms of this license are not waived and no breach shall be construed as accepted unless the Licensor has expressly agreed to do so.

(4) Under no circumstances will this license invalidate any rights regarding the Archive materials granted to the Licensor by law or that can be construed in this regard.

I hereby acknowledge the conditions above and declare that my Archive materials may be provided by AUSSDA in accordance with the conditions above.

Place, date: _____

Signature of Licensor: _____