

CLARIN Deposition & License Agreement

— NOTE: For Information Purposes, only —
Please Sign German Version (Required for Legal Reasons)

Parties

- (i) The organisation or person authorised to transfer and deposit the digital dataset(s), hereafter referred to as the *Depositor*:

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- (ii) University of Stuttgart
Executive institution: CLARIN center
at Institute for Natural Language Processing (IMS),
hereafter referred to as the *Repository*

Content Specification

[--- PRE-FILL OUT ---]

1 Licence

- a. The *Depositor* grants the *Repository* a non-exclusive licence for digital data files, hereafter referred to as *Content*.

- b. The *Repository* is authorised to include the *Content* in its data archive. The *Repository* shall transfer *Content* to an available carrier, through any method and in any form the *Repository* chooses.
- c. The *Repository* is authorised to make *Content* (or substantial parts thereof) available to third parties by means of on-line 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 *Content*, or the only holder of rights to the *Content*, under the relevant legislation or otherwise, and/or is entitled to act in the present matter with the permission of other parties that hold rights.
- b. The *Depositor* indemnifies the *Repository* against all claims made by other parties against the *Repository* with regard to *Content*.

3 The Repository

- a. The *Repository* shall ensure, to the best of its ability and resources, that the deposited *Content* is archived in a sustainable manner and remains legible and accessible.
- b. The *Repository* shall, as far as possible, preserve *Content* unchanged in its original digital format, taking account of current technology and the costs of implementation. The *Repository* has the right to modify the format and/or functionality of *Content* if this is necessary in order to facilitate the digital sustainability, distribution or re-use of *Content*.
- c. If the access category "Academic Access", as specified at the end of this Agreement, are selected, the *Repository* shall, to the best of its ability and resources, ensure that effective technical and other measures are in place to prevent unauthorised third parties from gaining access to and/or consulting the *Content* or substantial parts thereof.

4 The Content

- a. *Content* to which the licence relates is specified in the preamble to this Agreement.
- b. The *Depositor* declares that the *Content* corresponds to the specification provided.
- c. The *Depositor* declares that *Content* contains no data or other elements that are contrary to the law or public regulations.
- d. The *Depositor* indemnifies the *Repository* against all claims by third parties relating to *Content*.
- e. The *Depositor* will supply *Content* by means of a method and medium deemed acceptable by the *Repository*.

5 Removal of Content / Changes to Access Conditions

- a. If sufficient indispensable grounds exist, the *Depositor* has the right to request the *Repository* not to make *Content* available for a temporary period or permanently. In such cases, the *Repository* shall retain *Content* in the data archive, but shall no longer allow third parties to access the *Content* or substantial parts thereof.
- b. If sufficient indispensable grounds exist, the *Repository* has the right to remove *Content* from the archive wholly or in part, or to restrict or prevent access to *Content* 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 *Content* available to third parties in accordance with the access conditions agreed with the *Depositor*: "Public" or "Academic Access".
- b. The *Repository* shall make *Content* available only to third parties who have agreed to comply with the conditions of use. Unless agreed otherwise with the *Depositor*, the use of *Content* is subject to the General Terms of Use laid down by the *Repository*.
- c. The *Repository* can make *Content* (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 *Content* 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 *Content*. The term metadata refers to the information that describes the digital files. Other documentation that relates to the dataset and is provided by the *Depositor* shall be published and made freely available, unless the *Depositor* has specified that certain documents must not be made freely available. Documents that contain personal data will not be made freely available.
- e. The general information about the research and the metadata relating to *Content* 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

The *Repository* shall require third parties to whom the *Content* (or substantial parts thereof) is made available to include in the research results a clear reference to the *Content* from which data have been used. The reference must comply with the CLARIN Infrastructure Terms of Use.

8 Death of the Depositor

Following the death of the *Depositor*, or in the event that the *Depositor's* organization ceases to exist, *Content* in the "Academic Access" category shall automatically be transferred to the "Public" category. This is not applicable if *Content* contains personal data or such material, which moves copyright to the heirs of the original copyright owner.

9 Liability

- a. The *Repository* accepts no liability in the event that all or part of *Content* 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 *Content* available.

10 Term and Termination of the Agreement

- a. This Agreement shall come into effect on the date on which the *Repository* receives the *Content* (hereafter the deposit date) and shall remain valid for an indefinite period. 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 *Content* 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 organisation that will continue the Agreement with the *Depositor* under similar conditions if possible.

11 Applicable Law

German law is applicable to this agreement.

12 Severability Clause

In case a provision of this agreement is or becomes void, it shall not affect any other provision or part of the agreement - the contract as a whole shall still apply. The provision shall be substituted retroactively by a provision which is legal and approximates best the content of the original provision. This shall be applied for gaps in the contract analogously.

13 Access Categories for Content

The *Repository* is permitted to distribute *Content* and make it available by means of the method mentioned below and, if indicated below making use of the additional option non-commercial

You have chosen:

Public: unrestricted access The *Repository* is permitted to make content available to all persons, legal entities and organisations for any purposes.

Academic Access only The *Repository* is permitted to make *Content* available to all persons and organizations registered with the *Repository* for the purpose of Academic research, study or teaching.

You have additionally chosen:

Restriction: Non-Commercial *Content* is not be used in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation.

Restriction: Grant back If a Derivate version of *Content* is created, it has to be licensed with the same license as the original *Content*.

Restriction: Notification If the *Content* is used in a published article or other work, a notification to *Depositor* about the publication is required.

Signatures

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

For the *Repository*:

For the *Depositor*:

Done at Stuttgart, on

Done at, on

By (name): Dr. Bettina Buhlmann

By (name):

Title: University Chancellor

Title:

Signature:

Signature: