

Publication Agreement

This agreement governs the storage and electronic publication of research data in the Goethe University Data Repository (GUDe) based on the FAIR criteria. The rights holders may make their research data available on a restricted or unrestricted basis (open access) at their own discretion.

GUDe is a service offered by Goethe University to its members and staff as well as collaborating scientists and is jointly implemented by the Johann Christian Senckenberg University Library (UB) and the University Computer Center (HRZ).

As an institutional repository, GUDe serves to implement the current Guidelines for Ensuring Good Scientific Practice of the German Research Foundation (DFG) and the current Research Data Management Policy of Goethe University.

Research data are collected, observed, simulated, derived or generated in the context of research and can be stored together with the accompanying metadata as digital objects in GUDe (hereinafter referred to as "**digital objects**"). Submitted research data may also include the associated documentation (and software).

In GUDe, it is also possible to create public datasets without research data, for example for projects, institutions and persons, for better searchability and contextualization, and to link these to the research data (hereinafter referred to as "**datasets**"). If both digital objects and datasets are meant in the following, the term "**submissions**" is used.

1. Granting of rights

1. The rights holder grants Goethe University the non-exclusive, royalty-free and irrevocable right, unlimited in space and time, to long-term storage their digital objects, to make them accessible via GUDe and to duplicate them for these purposes.
2. When uploading, the rights holder personally decides whether the digital objects are stored and
 - i) can only be accessed by them personally for their own archiving purposes and can only be made accessible to a restricted group of users by them personally (access condition type: private) or
 - ii) made publicly accessible (with a time delay, if applicable) within the GUDe system under license conditions chosen by the rights holder, which determine the rights of use for any subsequent use (access condition type: public). Delayed publication is achieved by imposing an embargo on the digital objects. Different license conditions can be selected in GUDe.

3. If the rights holder chooses to make the digital objects publicly accessible in accordance with 2. (ii), Goethe University is also granted the right to make the metadata of the digital objects available under a CC0 1.0 license. Furthermore, they grant Goethe University the right to make their digital objects accessible as part of national collection orders for online availability or for long-term archiving (e.g. by the German National Library), insofar as this does not conflict with express agreements with third parties (e.g. publishers).
4. The rights to authorship and commercialization of the digital objects in other forms remain unaffected by (1) and (2).
5. When creating datasets, the copyright holder grants Goethe University the right to make them available under a CC0 1.0 license.
6. Goethe University is also granted the right, if necessary (e.g. for the purpose of long-term physical preservation or long-term archiving, improvement of accessibility, or for statistical analyses), to make technical changes to the digital objects and datasets (e.g. to convert them into other electronic and physical formats) and, if necessary, to transfer them to a successor system. This also includes the right to correct and/or complete the metadata entered by the rights holder. In doing so, Goethe University is entitled to use all appropriate technical means, formats and methods.

2. Obligations of the rights holders

1. The rights holder is responsible for the selection, compilation and description (including metadata) of the research data as well as the quality check of the content of the submissions.
2. The rights owners assure to only upload research data, logos and profile pictures, datasets free of harmful elements, especially computer viruses, worms, Trojans and spying mechanisms. Furthermore, they respect the licensing rights, personal rights and copyrights.
3. The rights holder declare that the submission of their digital object does not violate any rights of third parties (e.g. co-authors, co-authors, publishers, third-party funders). In particular, no publisher or other third party (e.g. third-party funder) has an exclusive right of use up until this point.
4. The rights holder assure that they are entitled to the necessary rights for the herein granted rights to the uploaded digital objects and that any co-authors or co-authors agree to this. If they use an auxiliary person for the upload, they are responsible for ensuring that this person has been duly instructed.
5. Furthermore, it is hereby assured that in cases of doubt or if alleged or actual legal obstacles arise which prevent the implementation of this agreement, Goethe University shall be notified thereof without delay and - to the extent necessary - the access rights and license conditions shall be adjusted in an appropriate manner. If the legal obstacle or ambiguity cannot be removed, Goethe University may withdraw from the agreement. If the rights of third parties are infringed, the rights holder shall indemnify Goethe University against all regress claims by third parties. Goethe University may fulfill third-party claims directed against it (e.g. the claim for deletion of personal digital objects).

6. GUDe may only be used for the storage and publication of digital objects and their contextualization with datasets. The rights holders ensure that submissions do not contain any illegal content, e.g. content that glorifies violence, incites hatred or defames public opinion.

3. Storage, accessibility and Blocking

1. The digital objects are stored and kept accessible within the scope of organizational and technical capabilities in the uploaded form and/or in an appropriately edited form, in accordance with the terms of use.
2. Goethe University reserves the right to refuse the storage and/or publication of submissions if there are reasonable grounds for doing so. These include, but are not limited to, reasonable doubt about the quality of the submission or the technical suitability of GUDe for storage and/or publication, reasonable doubt that the rights holder has the necessary rights, or reasonable belief that storage and/or publication would violate applicable laws.
3. The release for publication of digital objects in GUDe is based on standards and recommendations (documentation standards) that are developed together with the faculties. Goethe University only sifts, checks and monitors the digital objects stored and published on the repository for obviously illegal content. There is no examination with regard to any actual legal situation, in particular with regard to protectability and rights ownership. Goethe University does not research on its own initiative circumstances that indicate illegal activities.
4. The digital objects are assigned a unique and permanent address via unique persistent identifiers (currently DOI).
5. After submission, the metadata entered can no longer be deleted, withdrawn, corrected or changed by the rights holder. For incorrect submissions, however, there is the possibility to request a correction for a part of the metadata. This will be treated as a new submission.
6. After publication, digital objects can no longer be deleted, withdrawn, corrected or changed by the rights holder. However, it is possible to additionally submit a new updated version of the digital objects.
7. The filed digital objects will be stored for at least ten years. No warranty is given beyond this period, and Goethe University is entitled but not obligated to delete digital objects after the ten-year period. However, the University will endeavor to retain the digital objects beyond the above period. In the event of deletion, the metadata of the digital object will be retained for the perpetual citation of the research data in GUDe.
8. After the ten-year period has expired, the rights holder can only request the deletion of the research data, but not the metadata of the digital object.
9. Goethe University is entitled to block access to submissions and/or delete them if there are concrete indications of an infringement of third party rights, without Goethe University being obliged to inform the rights holder.
10. Goethe University observes, as far as possible, the recommendations of the professional community for the archiving of digital objects. Goethe University may use the assistance of third parties to fulfill its tasks.

11. Goethe University endeavors to provide its members and staff with access to the digital objects they have stored and released for them, even after they have left the university. To this end, members and staff can voluntarily create a new account based on their ORCID-iD before leaving the university and transfer the reading rights they have already claimed to this account.

4. Data Protection

1. The rights holder confirms that they have complied with the applicable data protection regulations for the collection and processing of the submissions and at the same time that they are authorized to store and, if necessary, publish the submissions in GUDe.
2. The rights holder assures that the research data do not contain any other personal data (e.g. personal data of the research subject) in the sense of the applicable data protection regulations.
3. GUDe and the rights holder are responsible for the respective processing themselves, there is no joint processing.

5. Legal Succession

1. In the event of a legal succession regarding the delivered digital objects, the rights holder must inform Goethe University accordingly and name the successor.
2. If, in particular in cases of the death or non-traceability of the whereabouts of the rights holder, the legal succession is no longer properly traceable, Goethe University is not obligated to make inquiries.
3. Goethe University is authorized to transfer the rights of use granted by this agreement in whole or in part to third parties and to grant simple rights of use to other repositories or to commission a third party to make the digital objects accessible without requiring any separate consent from the copyright holder of the digital objects.

6. Liability

1. Goethe University endeavors to provide all services diligently and in accordance with the currently available state of the art. However, it does not assume any further warranty or liability, in particular for the realization of certain functions of GUDe, the correctness, up-to-dateness or suitability for certain purposes of use of the digital objects.
2. The use of the digital objects provided is at the sole risk of the user.
3. Goethe University assumes no liability or warranty if digital objects, logos and profile pictures are downloaded illegally by third parties, modified or published elsewhere without consent or used in any other way.

7. Final Provisions

1. This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the provisions of conflict of laws.
2. Amendments and supplements to this agreement must be made in text form. This also applies to the waiver of the text form.
3. The invalidity or unenforceability of individual provisions of this agreement shall not affect the validity of the remaining provisions of the agreement.

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