Terms of Use

These Terms of Use govern the use as well as the rights and obligations of the registered users in the Goethe University Data Repository (GUDe).

The Goethe University Data Repository (GUDe) is the institutional repository of the Johann Wolfgang Goethe University Frankfurt (Goethe University) for its members and associates as well as cooperating scientists and is jointly implemented by the Johann Christian Senckenberg University Library (UB) and the University Computing Center (HRZ). Both institutions, in cooperation with the faculties of Goethe University, are responsible for the implementation of and compliance with these terms of use and the documentation standards.

GUDe provides a platform for storing and publishing research data based on the FAIR criteria. The rights holders can make their research data available in a restricted or unrestricted form (open access) at their own discretion. The selection, compilation and description (incl. metadata) of the research data as well as the quality control of the content are carried out exclusively by the rights holders.

In the following, research data with the accompanying metadata are referred to as **digital objects,** and public datasets without research data are referred to as **datasets** (for example, for projects, institutions, and individuals). If both digital objects and datasets are meant, the term "**submissions**" is used.

1. Scope

1. GUDe is a service for storing and publishing digital objects and datasets that can be used via a web browser and the Internet. Registered users can publish digital objects via GUDe in order, among other things, to provide clear proof of authorship for the scientific achievements and to enable the citability and findability of the digital objects.
2. Storage in GUDe is not dependent on the research data already having been published or used as part of a publication. Publication in GUDe is optional and may be delayed. GUDe is not intended to be a repository for working copies of data that are used on a daily basis. Rather, verified and consistent data should be saved in GUDe.
3. In addition to these Terms of Use, the Guidelines for Ensuring Good Scientific Practice of the German Research Foundation (2019), the currently valid version of the Research Data Management Policy of Goethe University, and the Publication Agreement shall apply.
4. A search in the repository can be performed without registration.

2. Registration, Admission and Termination

1. For registration (registered user), members and associates of Goethe University must use their HRZ user account, cooperating scientists must use a federated login via the DFN-Verein via Shibboleth (hereafter Shibboleth) or their ORCID-iD.

2. All registered users can link their account to ORCID and activate the sharing of metadata for published digital objects to their own ORCID profile.
3. The submission of digital objects and data sets is only possible for members and associates of Goethe University on the basis of a publication agreement (rights holders).
4. Members and associates of Goethe University can grant registered users access to their own unpublished digital objects.
5. There is no entitlement to registration, an account or a profile (i.e. a dataset about one's own person). Goethe University is entitled to reject registrations or block accounts if there is a violation of these Terms of Use or if a legal obligation or official order to block access or other behavior gives reason to suspect that the registered user is not suitable for the use of GUDe or will continue to violate the Terms of Use or other legal obligations in the future.
6. When registering, you agree to these terms of use by clicking on the corresponding checkbox and take note of the data protection information. This creates a user relationship between Goethe University and you as a registered user.
7. During registration, your data will be transferred to GUDe in accordance with the privacy information of the identity provider used. You are obliged to protect your access identifiers from unauthorized access by third parties. The information in your personal profile must be filled in truthfully.
8. Goethe University will delete accounts and all personal data of their profile immediately upon request in text form via the contact form without unnecessary delay. Accounts of registered users who use GUDe (1) via their HRZ login will be automatically deleted after three months after leaving the University; (2) via Shibboleth will be automatically deleted after one year of inactivity; (3) via their ORCID-iD will not be automatically deleted.
9. Submissions made before deletion of an account remain published as long as Goethe University does not delete them or the registered user does not request deletion. In case of deletion, the metadata of the digital object will be preserved for the perpetual citability of the research data in GUDe.
10. Registered users can voluntarily create a new account based on their ORCID-iD before the automatic deletion of their institution-bound accounts and transfer the already claimed reading rights to this account.

3. Use of the Repository

1. The use of the repository is free of charge. Goethe University reserves the right to charge for use in the future.
2. Any person may view published digital objects in the repository and use them according to the respective applicable license terms.
3. In order to create digital objects, users must upload their research data to GUDe and add metadata. The digital objects receive persistent identifiers (e.g. a DOI) in the event of publication.
4. According to the provisions of the publication agreement, GUDe is granted a simple right of use. The rights holder is thus still unrestrictedly free to publish their digital data and research results elsewhere in print or electronically before or after publication, if necessary modified or in excerpts.

5. The release of digital objects and datasets is based on standards and recommendations (documentation standards) that are established together with the departments.
6. It is possible to impose an embargo on the digital objects submitted for publication. If the digital object has already been published elsewhere and exclusive rights of use have been transferred in the process, the possibility of parallel publication in GUDe must first be checked.
7. After submission, the added metadata can no longer be deleted, withdrawn, corrected or changed by the rights holder. For incorrect submissions, however, it is possible to request a correction for some of the metadata. This will be treated as a new submission.
8. The submitted digital objects are stored for at least ten years. No warranty is given beyond this period and Goethe University is entitled but not obliged 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.
9. Digital objects submitted to GUDe must be published by the rights holder with license conditions. This license must be selected from a predefined list when the data is published. The metadata of the digital objects and data sets are always made available under a CC0 1.0 license.
10. The registered user is responsible for the digital objects stored, published or made available by her*him in GUDe. Accordingly, she*he shall indemnify Goethe University against all claims asserted against Goethe University due to an infringement of rights and shall bear the costs of a reasonable legal defense of Goethe University. This shall not apply if the registered user is not responsible for the infringement. Registered users are obliged to provide Goethe University truthfully and completely and without delay with all information required for the review of claims and a defense in the event of a claim being made against Goethe University.

4. Service and Technology

1. Digital objects are usually submitted to GUDe via the upload form provided on the repository website or via an automatable interface (API). The metadata is provided by the rights holders and checked by editors appointed by the UB and HRZ in consultation with the faculties.
2. The metadata is freely available on the Internet and can be stored, offered and retrieved via the available open interfaces. This means that the publications from GUDe can be traced and found via national and international library catalogs and search engines. The operation and further development of GUDe is based on recommendations and standardizations of the professional community.

5. Rights and Obligations of Goethe University

1. Goethe University endeavors for continuous availability of GUDe and, in the event of possible system failures, to remedy errors as quickly as possible. Maintenance-related system outages will be announced by the HRZ in good time. Goethe University provides for the necessary data security, data protection as well as the protection of data through regular backups. GUDe is operated on the basis of the DSpace-CRIS software, which is documented at https://wiki.lyrasis.org/display/DSPACECRIS.
2. Nevertheless, Goethe University assumes no liability that the service and its content will always be available uninterrupted, unchanged and complete, or that it is up-to-date and free of errors of an editorial or technical nature. No liability is accepted for damage caused by reliance on the content of the platform or its use. Goethe University cannot be held responsible for loss or damage to digital objects.
3. Goethe University does not assume any warranty or liability for the correctness, up-to-dateness and reliability of the research data provided by the rights holders and any further datasets stored in addition, except in the case of mandatory legal liability. In particular, Goethe University does not check the actual legal situation, especially with regard to protectability and rights ownership.
4. Goethe University reserves the right to refuse or block access to digital objects due to content-related, technical or formal deficiencies, in the event of an actual or alleged legal impediment, as well as due to infringement of third-party rights or of provisions of these Terms of Use and/or the publication contract.
5. No liability is assumed for damages resulting from the unauthorized use of password-protected logins by third parties.
6. Insofar as liability is limited or excluded, this shall also apply in favor of executive employees (m/f/d), representatives (m/f/d) and vicarious agents (m/f/d) of Goethe University.
7. Goethe University reserves the right to change the functionality, software and architecture, the appearance, and these Terms of Use at any time. If the terms of use are updated, registered users will be asked to agree again (by clicking the appropriate checkbox) the next time they log in. Further use of GUDe is only possible after consent has been given.
8. Goethe University only sifts through, checks and monitors the digital objects stored and published on the repository for obviously illegal content. There is no examination of the 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.
9. Goethe University is entitled to discontinue GUDe at any time.

6. Severability Clause

Should one or more provisions of these Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions of these Terms of Use. The invalid provision shall then be replaced by another legally permissible provision that corresponds as far as possible to the meaning and purpose of the invalid provision.

7. Applicable Law

This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the provisions of conflict of laws.

8. Contact

If you have any questions, please feel free to contact us via [GUDe's contact form.](#)

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