



Licence Agreement

The following parties are involved in this Licence Agreement:

1. The organisation or person authorised to transfer and deposit the digital dataset(s), hereafter referred to as *the Depositor*
2. The organisation that is authorised to archive and manage the digital dataset(s), hereafter referred to as *the Repository*

The Depositor is:

The person or legal entity registered as such with the Repository

The Repository is:

Organisation:	DANS, Data Archiving and Networked Services, on behalf of KNAW (Royal Netherlands Academy of Arts and Sciences)
Represented by:	Dr. P.K. Doorn, Director
Postal address:	P.O. Box 93067
Postal code:	2509 AB
Town/city:	The Hague
Country:	The Netherlands
Tel.:	+31 (0)70 3446 484
E-mail:	info@dans.knaw.nl

DANS is an institute under the auspices of the Royal Netherlands Academy of Arts and Sciences (KNAW), which is also supported by the Netherlands Organisation for Scientific Research (NWO). DANS is based in The Hague.



This Licence Agreement is subject to the following provisions:

1. Licence

- a. The Depositor grants the Repository a non-exclusive licence for digital data files, hereafter referred to as 'dataset'.
- b. The Repository is authorised to include the dataset in its data archive. The Repository shall transfer the content of the dataset to an available carrier, through any method and in any form.
- c. The Repository is authorised to make the dataset (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 the dataset, or the only holder of rights to the dataset, under the Databases act (*Databankenwet*) and where relevant the Copyright Act (*Auteurswet*) 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 the dataset, the transfer of the dataset, and the form and/or content of the dataset.

3. The Repository

- a. The Repository shall ensure, to the best of its ability and resources, that the deposited dataset is archived in a sustainable manner and remains legible and accessible.
- b. The Repository shall, as far as possible, preserve the dataset unchanged in its original software format, taking account of current technology and the costs of implementation. The Repository has the right to modify the format and/or functionality of the dataset if this is necessary in order to facilitate the digital sustainability, distribution or re-use of the dataset.
- c. If the access category "Restricted Access", as specified at the end of this Agreement, is 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 dataset or substantial parts thereof.

4. The dataset

- a. The dataset to which the licence relates is specified in the appendix to this Agreement. The appendix forms an integral part of this Agreement.
- b. The Depositor declares that the dataset corresponds to the specification provided.
- c. The Depositor declares that the dataset contains no data or other elements that are contrary to Dutch law.
- d. The Depositor indemnifies the Repository against all claims by third parties relating to the content of the dataset.
- e. The Depositor will supply the dataset by means of a method and medium deemed acceptable by the Repository.

5. Removal of datasets / changes to access conditions

- a. If sufficient weighty grounds exist, the Depositor has the right to request the Repository not to make the dataset available for a temporary period or permanently.



In such cases, the Repository shall retain the dataset in the data archive, but shall no longer allow third parties to access the dataset or substantial parts thereof.

b. If sufficient weighty grounds exist, the Repository has the right to remove the dataset from the archive wholly or in part, or to restrict or prevent access to the dataset 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 dataset available to third parties in accordance with the access conditions agreed with the Depositor: "Open access" or "Restricted access"..

b. The Repository shall make the dataset available only to third parties who have agreed to comply with the conditions of use. Unless agreed otherwise with the Depositor, the use of datasets is subject to the General Conditions of Use laid down by the Repository.

c. If the access category "Restricted Access" has been agreed, the Repository shall make the dataset available only to the persons and/or organisations specified by the Depositor.

d. If a dataset contains, as evidenced by the specification provided by the Depositor, personal data as referred to in the Personal Data Protection Act of The Netherlands (WBP; *Wet Bescherming Persoonsgegevens*, Act of 6 July 2000, Bulletin of Acts and Decrees 302, Article 9 paragraph 3 and Article 23 paragraph 2), the Repository shall make the dataset available only if this is permitted by law, which in any case should be taken to include making the dataset available for the purpose of historical, statistical or scientific research.

e. Notwithstanding the above, the Repository can make the dataset (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 the dataset 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

f. The Repository shall publish the metadata as specified in this article and make them freely available, on the basis of the documentation that the Depositor provides with the dataset. The term metadata refers to the information that describes the digital files. The metadata specified includes:

Project title, project identifier, project type (dating, climatology, et cetera), principal investigator, period of research, type of material that was studied (archaeology, ship's archaeology, furniture et cetera), laboratory (name, address et cetera), and object title.

All Other documentation that relates to the dataset and is provided by the Depositor shall be not published and not be made freely available. If the access category "Restricted Access" has been agreed, the Repository shall make this other documentation available only to the persons and/or organisations specified by the Depositor. Documents that contain personal data as referred to in the Personal Data Protection Act of the Netherlands (*Wet Bescherming Persoonsgegevens*) will not be made freely available.

g. The general information about the research and the metadata relating to the dataset 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



- a. The Repository shall require third parties to whom the dataset (or substantial parts thereof) is made available to include in the research results a clear reference to the dataset from which data have been used. The reference must comply with the DANS General Conditions of Use.
- b. The Repository shall require parties to which a dataset is made available to grant a non-exclusive licence for the dataset(s) they create using the dataset that has been made available.

8. Death of the Depositor

Following the death of the Depositor, or in the event that the Depositor's organisation ceases to exist, datasets in the 'Restricted Access' category shall automatically be transferred to the 'Open Access' category. This is not applicable if the dataset contains personal data as referred to in the Personal Data Protection Act of the Netherlands (*Wet Bescherming Persoonsgegevens*).

9. Liability

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

10. Term and termination of the Agreement

- a. This Agreement shall come into effect on the date on which the Repository receives the dataset (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 the dataset 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. Jurisdiction

DANS is entitled, but not obliged, to act independently against violations of the Copyright Act (*Auteurswet*) and/or any other intellectual property right of the holder(s) of rights to the dataset and/or the data from the dataset.

12. Applicable law

Dutch law is applicable to this agreement.



Access categories for datasets:

By default, the Repository is permitted to distribute the dataset and make it available by means of the method of Restricted Access as mentioned below. Optionally the Depositor may choose the method of Open Access as mentioned below. This has to be indicated explicitly by the Depositor.

[Restricted Access: access with the permission of the Repository]

The Repository is permitted to make the dataset available to persons, legal entities and organisations registered with the Depositor only after receiving express permission from the Depositor.

[Open Access: unrestricted access]

The Repository is permitted to make the dataset available to all persons, legal entities and organisations registered with the Repository.

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