

# Licence Agreement

Persistent Identifier: [10.17026/dans-28n-btye](https://nbn-resolving.org/urn:nbn:nl: DANS-28n-btye)

Deposit date: 2019-11-08

Licence Agreement relating to

Title of the study/research:

“Kindertransporten 'Joodse kinderen in kamp Vught' - Montage (2007) Eindpunt Sobibor”

The following parties are involved in this Licence Agreement:

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

The **Depositor** is:

Name: M.C.C. Huffener

Organisation: Stichting Sobibor | Sobibor Foundation

Postal address: Ruysdaelkade 271-d

Postal code: 1072 AZ

Town/city: Amsterdam

Country: Nederland

Tel.: 0031 20 4708477

E-mail: mirjam@circussinistra.nl

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)70 349 4450

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 categories “Restricted Access” or “Other 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 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. The Repository may decide not to make the dataset available to third parties for a temporary period or permanently as well as to remove the dataset from the archive wholly or in part. The Repository is entitled to do so if a Depositor has submitted a request stating the reasons for this action. In the case of not making the dataset available, 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”, “Open Access for Registered Users”, “Restricted Access” or “Other Access”. Access conditions may vary between parts of the dataset.
- b. The Repository shall make the dataset available to third parties with whom they have reached agreement on the General Conditions for Use only if agreement has been reached with the Depositor on one of the following access categories: “Open Access for Registered Users”, “Restricted Access” or “Other Access”. Unless agreed otherwise with the Depositor, the use of datasets is subject to the General Conditions of Use laid down by the Repository. When the “Open Access” access category is

agreed, the dataset shall be made available to third parties without the Depositor necessarily agreeing on the General Conditions for Use with said third parties.

- c. If the access category “Restricted Access” has been agreed, the Repository shall make the dataset (or parts thereof) available only to the persons and/or organisations specified by the Depositor.
- d. If a dataset (or parts thereof) to which the access categories “Restricted Access” or “Other Access” apply contain, 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 (or parts thereof) available only if this is permitted by law, which in any case should be taken to include making the dataset (or parts thereof) 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 documentation, hereafter referred to as metadata, as provided by the Depositor with the dataset, and make this freely available. Metadata is defined in this agreement as the content of all the fields that has been filled in with this dataset as standard under the tab “Description” in EASY.
- g. The general information about the research and the metadata relating to the dataset, as defined in article 6.f, 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. This obligation does not apply if the “Open Access” access category has been agreed on. In that case, the Repository will make every effort to inform third parties that they should include in their research results in whatever form, a clear acknowledgement of the source of the datasets from which data have been used.
- b. The Repository shall oblige any party or parties to which it makes the dataset available to respect any copyright or database rights relating to the dataset.

## **8. Death of the Depositor or Discontinuance of the Depositor's organisation**

From the time that the Depositor dies or in the event that the Depositor's organisation ceases to exist and no notice of termination in accordance with Article 10 has been given and if no legal successors, other parties that hold rights to the dataset or other persons mentioned in the field Rights Holder or in the field Creator of the metadata relating to the dataset, as defined in article 6.f, are known to DANS, the Repository shall be entitled to do whatever it considers reasonable in order to realise its objectives.

## **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, cancellation and termination of the Agreement**

- a. This Agreement shall come into effect on the date on which the Repository publishes the dataset (hereafter the date of publication) and shall remain valid for an indefinite period. If the repository decides not to include the dataset in its data archive, this Agreement is cancelled. The Repository notifies the Depositor of publication or non-inclusion of the dataset in its data archive. 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:

The Repository is permitted to distribute the dataset and make it available by means of one of the methods mentioned below and, if indicated below, making use of the additional option Embargo. Notwithstanding the above, the Repository, after consultation with and on request of the Depositor, is permitted to distribute parts of the dataset and make these available by means of one of the methods mentioned below being another than the one chosen for the dataset if that is clearly indicated by the Depositor.

You have chosen:

#### **[Open Access for Registered Users: unlimited access for registered users]**

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.**

List of all metadata provided for this dataset at 2019-11-08 15:36:31

Title	Kindertransporten 'Joodse kinderen in kamp Vught' - Montage (2007) Eindpunt Sobibor
Creator	Klijn, drs. E. (NIOD) Huffener, kand. M.C.C.
Subject	Subject Oral history Verwachtingen Misleiding Overleven Arbeitsjuden Jules Schelvis Schoonvader David Borzykowski Zwager Herman Borzykowski Tweede Wereldoorlog
Description	Eindpunt Sobibor' is een korte montage (lengte: 00:10:06) uit het getuigeninterview met Jules Schelvis. Hij vertelt over de aankomst in Sobibor op 4 juni 1943 en de verwachtingen die ze nog altijd hadden, namelijk dat het een werkkamp zou zijn. Zogenaamde Arbeitsjuden haalden hen ruw uit de trein, waarna ze hun bezittingen in een barak moesten achterlaten. In de chaos had Jules niet door dat mannen en vrouwen gescheiden werden. Toen even later er jonge sterke mannen werden uitgeselecteerd, zorgde Jules dat hij hier ook bij kwam. Nog steeds onwetend van het lot van de anderen. Zie ook het getuigeninterview met Jules Schelvis (07_JKKV_2004_JULES_SCHELVIS)
Rights holder	NIOD
Contributor	Bohnen, J., Producer Bakker, drs. A., Editor Moei, J. de, Researcher
Date created	2003-01-01
Date available	2019-11-08
Type	Dataset
Format	application/pdf application/msword video/mp4
Identifier	urn:nbn:nl:ui:13-i2-fgcx 10.17026/dans-28n-btye easy-dataset:155170

Relation	<p>title = Website: Joodse kinderen in kamp Vught, url = <a href="http://www.joodsekindereninkampvught.nl/">http://www.joodsekindereninkampvught.nl/</a></p> <p>title = Thematische collectie: Kindertransporten 'Joodse kinderen in kamp Vught', Interviews (2003) en documentaires (2007) JKKV, url = <a href="http://www.persistent-identifier.nl?identifier=urn:nbn:nl:ui:13-ysp4-eo">http://www.persistent-identifier.nl?identifier=urn:nbn:nl:ui:13-ysp4-eo</a></p> <p>/domain/dans/user/NIOD/collection/joodsekinderenvught/presentation/easy-dataset:155170</p>
Source	<p>In september 1999 werd op het terrein van het herdenkingscentrum Nationaal Monument Kamp Vught een gedenkteken voor het Kindertransport naar Sobibor geplaatst. Op dit kindermonument staan alle namen en leeftijden van de 1269 kinderen die niet overleefden. Ter gelegenheid van de plaatsing van het monument schreef Janneke de Moei het boek 'Joodse kinderen in het kamp Vught'. Het kindermonument maakt grote indruk. Janneke de Moei en Mirjam Huffener constateerden dat er behoefte was aan goed en eigentijds educatief materiaal. Zij richtten met Jules Schelvis de werkgroep ZART (verbonden aan de Stichting Sobibor) op. Januari 2003 realiseerde deze werkgroep acht interviews van elk 2 uur afgenomen met nabestaanden van deze kindertransporten. Deze interviews werden gebruikt om een driedelige documentaire te maken 'Als ik later groot ben'. Deze documentaire werd later opgenomen in een dvd met diverse korte en langere documentaires, behorend bij een lesdoos die in 2007 gerealiseerd werd. Kern van de lesdoos is de korte documentaire (17 minuten) geschikt voor VMBO t/m VWO: "Wat kunnen ze nou met ons doen?" Deze uitspraak is afkomstig van een van de geïnterviewde ooggetuigen. Het typeert de verbazing van de geassimileerde Nederlandse Joden die, gelovig of niet-gelovig, een normaal leven leidden totdat ze uit de samenleving werden verbannen. Het verhaal van het Kindertransport is in 2011 belicht in de vorm van een expositie. Deze reizende tentoonstelling kreeg de titel: 'Alle kinderen, ze zijn weg' en werd op 5 juni 2011 in Nationaal Monument Kamp Vught geopend.</p>
Language	dut/nld
Spatial	Sobibor
Temporal	1943
Access rights	Open access for registered users
Audience	History; Humanities; Modern and contemporary history

#### Uploaded files:

File	SHA-1 checksum	Access to
Agreement Jules Schelvis.jpeg	-----not-calculated-----	N
JKKV_2007_Eindpunt_Sobibor_SCHELVIS.mp4	-----not-calculated-----	R re
JKKV_2007_Eindpunt_Sobibor_SCHELVIS_samenvatting.docx	c541af0a2f738974285c50bb6d64c0217b367dc9	K
JKKV_2007_Eindpunt_Sobibor_SCHELVIS_samenvatting.pdf	b58e912f8a579491ffe1b81c5c0bccdaee2815e4	K
JKKV_JBohnen_IV-verklaring_schenkingsovereenkomst_NIOD.pdf	-----not-calculated-----	N

emailcorresp_DANS_JKKV_toelichting_IV-verklaring.pdf	-----not-calculated-----	N
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# Appendix 1 text CC Zero Waiver

Source: <http://creativecommons.org/publicdomain/zero/1.0/legalcode>

## CC0 1.0 Universal (CC0 1.0) Public Domain Dedication

N.B. The articles mentioned in this appendix are those of the Creative Commons Zero Waiver licence, the CC0 1.0 Universal Public Domain Dedication. This licence is only valid if the access category “Open Access: unlimited access without registration of user registration” has been chosen for disseminating the datasets, or parts of it.

### *Statement of Purpose*

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Certain owners wish to permanently relinquish those rights to a Work for the purpose of contributing to a commons of creative, cultural and scientific works (“Commons”) that the public can reliably and without fear of later claims of infringement build upon, modify, incorporate in other works, reuse and redistribute as freely as possible in any form whatsoever and for any purposes, including without limitation commercial purposes. These owners may contribute to the Commons to promote the ideal of a free culture and the further production of creative, cultural and scientific works, or to gain reputation or greater distribution for their Work in part through the use and efforts of others.

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