

between: the repository & licensee,

Leibniz Institute of Plant Genetics and Crop Plant Research (IPK), Corrensstraße 3, 06466 Gatersleben, Germany
who is a member of *DataCite e. V.* acting as registration agency for digital object identifiers (DOI)

(»IPK«),

and: **the depositor & licensor**, who deposits a research dataset (»DS«) in the REPOS

(»DEP«),

– both hereinafter also referred to individually as »PARTY« and collectively as »PARTIES« –

By depositing a DS in the REPOS, DEP agrees to the following terms and conditions:

1. License

- 1.1 DEP does not transfer ownership of the DS, but grants IPK the non-exclusive license hereunder.
- 1.2 DEP retains, inter alia, the right to deposit the DS elsewhere in its present version or future versions.
- 1.3 DEP retains all moral rights in this DS including the right to be acknowledged.
- 1.4 IPK is authorised to include the DS in the REPOS and to make it publicly available online to third parties.
- 1.5 IPK has the right to make a copy of the DS or to grant third parties permission to download a copy.
- 1.6 IPK shall not be under any obligation to reproduce, transmit, broadcast or display this DS in the same format or software as that in which it was originally created.
- 1.7 IPK may:
 - a) distribute copies of the DS worldwide, in electronic format via any medium for the lifetime of the REPOS. No charge will be levied for distribution;
 - b) copy or rearrange the DS to ensure its future preservation and accessibility, and may keep a copy of this DS for security, and back up unless DEP notifies IPK that specific restrictions apply;
 - c) incorporate metadata or documentation into public access catalogues for this DS.

2. Warranties of the Depositor (DEP)

- 2.1 DEP confirms that he is either the only holder of the DS or a joint holder who is entitled by the rights-holders to deposit the DS in the REPOS.
- 2.2 DEP warrants:
 - a) that the content of this DS does not breach any law, is original and does not infringe the copyright of any other person;
 - b) that any third-party materials for which DEP has not secured the necessary permissions has been deleted from this DS before the deposition;
 - c) that the DS contains no data contrary to German law;
 - d) that if this DS has been sponsored or subsidised by any institution or organisation other than its employer, DEP has fulfilled all obligations to that institution or organisation regarding publication.

3. Obligations of IPK

- 3.1 IPK shall ensure, to the best of its ability and resources, that the DS is archived in a sustainable manner and remains legible and accessible.
- 3.2 IPK shall, as far as possible, preserve the DS in its original digital format. IPK has the right to modify the format of the DS, if this is necessary for sustainability, distribution or reuse.

4. Research Dataset (DS) Publication and Digital Object Identifier (DOI) Registration

- 4.1 DEP specifies the DS in question (metadata) and lays down a Creative Commons (CC) license for the DS on the online form of IPK:
 - a) CC Public Domain Dedication [CC0 1.0 Universal](#)
 - b) CC Attribution.....[CC BY 4.0](#)
 - c) CC Attribution-ShareAlike.....[CC BY-SA 4.0](#)
 - d) CC Attribution-NoDerivatives.....[CC BY-ND 4.0](#)
 - e) CC Attribution-NonCommercial[CC BY-NC 4.0](#)
 - f) CC Attribution-NonCommercial-ShareAlike[CC BY-NC-SA 4.0](#)
 - g) CC Attribution-NonCommercial-NoDerivatives[CC BY-NC-ND 4.0](#)
- 4.2 DEP will supply the DS by means of a method and medium deemed acceptable by IPK (by default via provided submission system).
- 4.3 DEP declares with the upload that the DS corresponds to the provided specification (metadata) and remains solely responsible for the integrity and correctness of the DS and its metadata.
- 4.4 IPK reviews every DS internally for its inclusion in the REPOS according to the following admission criteria:
 - a) DS originates from plant research;
 - b) DS's structure and content corresponds to the metadata;
 - c) DS's content is plausible (figures, values etc.);
 - d) DS's quality is conform to the valid scientific standards.
- 4.5 IPK only publishes the DS and registers a DOI for the DS if the internal review process meets the requirements. In any case IPK reserves the right not to include the DS in the REPOS.

5. Removal or Restricted Access

- 5.1 DEP has the right to request IPK to make the DS temporary or permanently unavailable, for example to share access with others if certain requirements are met.
- 5.2 IPK has the right to remove the entire DS from the REPOS or to restrict or prevent access to the DS temporarily/permanently, e.g. for professional or administrative reasons, or if it is found to violate the legal rights of any person. In such cases the DEP is to be informed.
- 5.3 Sufficient indispensable grounds are required for both parties to exercise the aforementioned rights.

5.4 If the restricted access has been agreed by the PARTIES, IPK shall make the content only available to the third parties specified by the DEP or only by its approval.

5.5 Should the DS be removed from the REPOS by either IPK or the DEP, IPK reserves the right to retain its metadata record in the REPOS as trace of the dataset. The DOIs and the URL of the DS are retained on the landing page. This informs users of the REPOS that the removal of this DS was deliberate.

6. Embargo Status

6.1 DEP may deposit the DS under an embargo status and provide an end date for the embargo.

6.2 IPK will restrict access to the concerned data until the end of the embargo period; at which time, the content will automatically become publicly available.

7. Availability to and Use by Third Parties

7.1 IPK shall make the DS available only to third parties who have agreed to comply with the terms of use of the REPOS.

7.2 IPK shall require third parties to include a clear reference to the DS which have been used by them.

7.3 IPK can make the DS available to third parties:

- a) if it is required to do so by law, court decision or a regulatory of another institution;
- b) if this is necessary for the preservation of the DS or the data archive of the REPOS.

7.4 In case of closure of the REPOS, best efforts will be made by IPK to integrate all content into suitable alternative institutional and/or subject based repositories.

8. Metadata

8.1 The general information about the research and the metadata relating to the DS shall be freely accessible to all persons. Metadata refers to the information that describes the DS.

8.2 Metadata shall be published and made freely available under the license [CC0 1.0 Universal \(CC0 1.0\)](#), except for email addresses.

9. Liability

9.1 While every care will be taken to preserve the DS, IPK is not liable for loss or damage to the dataset or any other data while it is stored in the REPOS.

9.2 IPK accepts no responsibility for mistakes, omissions, or legal infringements within the deposited DS.

9.3 IPK shall not be under any obligation to take legal action on the DEP behalf or on behalf of any other rights holder in the event of breach of intellectual property rights or any other right in the DS deposited.

10. Conclusion and Duration of this DLA

10.1 This DLA shall only come into effect if and on the date on which IPK agrees by publishing of the DS in the REPOS.

10.2 This DLA and shall remain valid for 10 years (in accordance with the standards of the DOI system).

10.3 Afterwards termination of this DLA is subject to a period of notice of six months, and notice shall be given in writing.

10.4 The right of termination for good cause remains unaffected by this, in particular if a PARTY materially breaches one of its essential obligations.

10.5 DEP may use the prefix acquired with the DOI registration via another DataCite member after the notice of termination.

10.6 If IPK closes the REPOS, IPK makes its best efforts to integrate the DS into suitable alternative institutional and/or subject based repositories.

11. Cost Model

11.1 The deposition of the DS and the DOI registration is free of charge.

11.2 IPK will announce amendments of the cost model at least six months in advance. In this case:

- a) DEP may terminate the DLA at least three month prior to the start of the new cost model.
- b) the new cost model comes into effect if DEP continues the DLA.

12. Applicable Law

12.1 Alterations and amendments of this DLA must be in writing in order to be effective. This clause can only be amended in writing.

12.2 In the event that provisions of this DLA are or shall become legally unenforceable, the validity of the remaining provisions shall remain unaffected. These provisions are to be interpreted, changed or amended so as to reach the purpose of this DLA as best possible. The same shall apply in the event that loopholes appear in the practical application of this DLA which had not been foreseen by the PARTIES to the DLA.

12.3 This DLA shall be governed by the law of Germany.

12.4 Place of performance and jurisdiction for all claims arising out of this DLA shall be Gatersleben, Germany.

Abbreviations:

DLA.....Deposition and License Agreement
DS.....research dataset
REPOS.....[Plant Genomics and Phenomics Research Data Repository](#)
DEP.....depositor (licensor)