

## SODHA DEPOSIT AGREEMENT

**Once you complete the deposit procedure by submitting your dataset for formal control, you agree with the terms of this deposit agreement as stipulated below. Please read it carefully.**

- BETWEEN:** The National Archives and State Archives in the Provinces, rue de Ruysbroeck, 2-10 Brussels, hereby represented by Mr Karel Velle, the general state archivist, authorised by the Archival Act of 24 June 1955 [ [DE](#) ] [ [FR](#) ] [ [NL](#) ], modified by the law of 6 May 2009, hereinafter ‘the State Archives’;
- AND:** The depositor as specified by the metadata ‘Depositor’ who declares being the (sole) proprietor or representative of the (other co-)proprietor(s), hereinafter ‘depositor’.

THE FOLLOWING IS AGREED:

### Definitions

- Art. 1. The State Archives manages the Social Sciences and Digital Humanities Archive (SODHA), which is a data archive for research data that meets the quality and service standards of the Consortium of European Social Science Data Archives (CESSDA ERIC) and of the Digital Research Infrastructure for the Arts and Humanities (DARIAH-EU ERIC), hereinafter referred to as ‘SODHA’.
- Art. 2. SODHA comprises an online software application for repository management and reuse of research data, and a metadata model compliant with the international DDI standard, governed by its general terms and conditions, a policy framework and technical procedures. Hereinafter referred to as ‘the SODHA platform’ or ‘the SODHA infrastructure’.
- Art. 3. ‘Research data’ is understood as *‘documents in a digital form, other than scientific publications, which are collected or produced in the course of scientific research activities and are used as evidence in the research process, or are commonly accepted in the research community as necessary to validate research findings and results’* (article 2, (9) [Directive \(EU\) 2019/1024 on open data](#)).
- Art. 4. ‘Metadata’ means the content of all fields of the archives management system that must be filled in to describe the dataset upon deposit.

### Deposit

- Art. 5. The depositor deposits research data and related metadata, as further stipulated in article 8 of this agreement, on the SODHA platform at the State Archives, who accepts the deposit. The deposit is undertaken in compliance

with article 1, paragraph 4 of the Archival Act of 24 June 1955 [ [DE](#) ] [ [FR](#) ] [ [NL](#) ] and its corresponding Royal Decrees. The deposited data are managed by the State Archives.

Art. 6. The deposited research data remain the property of the depositor. The State Archives cannot be held liable for any claims, actions, legal remedies or procedures regarding the validity and/or the property of the deposit by the depositor or a third party.

Art. 7. By way of derogation from article 25, paragraph 1 of the Royal Decree of 18 August 2010 [ [DE](#) ] [ [FR](#) ] [ [NL](#) ] implementing articles 1, 5 and 6bis of the Archival Act of 24 June 1955 [ [DE](#) ] [ [FR](#) ] [ [NL](#) ], the parties agree to conclude the deposit for an unlimited period, starting on the publication date of the research data on the SODHA platform and as specified in the metadata.

The present agreement can be terminated according to the stipulations of that same agreement.

Art. 8. Prior to the deposit of the research data, the depositor provides the metadata necessary for the description, understanding, dissemination and reuse of the research data. In particular, the metadata need to specify the conditions under which the research data can be accessed and reused.

Prior to the publication of the research data and corresponding metadata on the SODHA platform, the State Archives verifies that the metadata sufficiently and formally comply with the [SOHDA Dataset Publishing Policy](#), which in turn meets the standards of CESSDA ERIC.

The State Archives reserves the right to refuse a deposit if the provided metadata do not meet the requirements of the [SOHDA Dataset Publishing Policy](#) or this agreement.

The depositor agrees to the exchange of the metadata by the State Archives to third parties including, but not limited to, CESSDA ERIC with a view to increasing the visibility of the deposited research data.

Art. 9. The costs associated with the transfer are at the expense of the State Archives.

### Long-term preservation

Art. 10. The research data and corresponding metadata are saved in the SODHA infrastructure hosted by the State Archives.

The State Archives guarantees their long-term preservation in compliance with international (archival) norms and standards, and (inter)national (archival) good practices for the duration of this agreement.

The State Archives can copy, migrate, convert or process them in any manner in order to ensure long-term preservation, accessibility and readability.

## Access and reuse

- Art. 11. Published research data and corresponding metadata can be accessed and reused in accordance with the [SODHA Access and Reuse Policy](#).
- Art. 12. Depositors can impose access and reuse conditions for the digital research data. Depositors record these conditions in the metadata according to the stipulations of article 4.
- Art. 13. Depositors cannot impose access and reuse conditions for the metadata specified in article 4.
- Art. 14. Depositors can only deny access to published research data to users of the SODHA infrastructure for specific reasons:
- The research data contain sensitive personal data or personal data which the user does not need for its reuse activities;
  - There is an agreement with a third party which denies access to the research data;
  - There is another substantiated reason the depositor is obliged to communicate in the metadata during the transfer procedure.

Depositors record these restrictions and their reason(s) in the metadata according to the stipulations of article 4.

The SODHA infrastructure makes published research data or parts thereof accessible to users only under the conditions that they comply with the restrictions imposed by their depositors.

The State Archives facilitates contacts between contact persons (whose contact information is recorded in the mandatory field 'Contact') and users who request access to data. However, the State Archives cannot be held accountable for the decision of depositors to authorise or refuse access to data or for any other condition depositors may impose.

## Termination and restitution

- Art. 15. The present agreement may be terminated by either party in writing and with statement of a substantiated reason.
- Art. 16. In case of termination, the State Archives will block access to the research data on the SODHA platform within 7 working days counting from the reception of the written notification stipulated in article 15.

If the dataset had been published, the corresponding metadata remain accessible. The State Archives adds an inaccessibility note to the metadata and ensures that users of the search engine of the SODHA infrastructure are notified that the data were accessible on the SODHA platform and during which period they were accessible.

Art. 17. In case of termination and if a depositor requests the deletion of deposited research data in the written notification stipulated in article 15, the State Archives shall delete the research data within 31 working days counting from the reception of the written notification stipulated in article 15.

If the dataset had been published, the corresponding metadata remain accessible on the SODHA platform. The State Archives adds an inaccessibility note to the metadata and ensures that users of the search engine of the SODHA infrastructure are notified that the data were accessible on the SODHA platform and during which period they were accessible

Art. 18. In case of termination of agreement and if a depositor requests the deletion and restitution of the deposited research data as specified in the written notification stipulated in article 15, the State Archives can provide a copy of the research data to the depositor before the data are permanently deleted, provided that the depositor bears the costs for the creation and delivery of the copy of the digital data. The costs are calculated on the basis of the number of working hours that a collaborator of the State Archives spends on this task. The data are deleted after the depositor has paid the invoice.

If the dataset had been published, the corresponding metadata remain accessible through the SODHA infrastructure. The State Archives shall add an inaccessibility note to the metadata.

### **Death of the depositor**

Art. 19. In case of death of the depositor, the research data and corresponding metadata in principle become the full property of the State Archives, unless ownership of the research data and corresponding metadata stipulated is claimed by any beneficiaries within six months counting from the death of the depositor, according to the stipulations concerning termination and restitution in this agreement.

If the research data and corresponding metadata are not taken over as determined above, they are considered as a renunciation and an immediate and irrevocable donation to the State Archives.

### **Warranties and indemnities**

Art. 20. Each depositor warrants and represents that the deposit of data cannot be considered as a legal action that restricts, distorts or lessens competition on any existing reuser market or can be considered as collusive, a monopolization or any market restraint or is otherwise unlawful under any other unfair competition laws.

Art. 21. Each depositor warrants and represents that they have the complete and free enjoyment of the IP rights relating to the deposited data to allow further reuse. Each depositor warrants and represents in particular that the data do not infringe upon any copyright laws.

- Art. 22. Each depositor warrants and represents that the datasets deposited do not infringe upon any provisions of any federal, regional or communal law relating to the public access to government document.
- Art. 23. The depositor guarantees that the deposited research data comply with the provisions of the [General Data Protection Regulation](#), the [law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data](#) ('Data Protection Act') and, if applicable, with the code of conduct of the institution to which the depositor is affiliated. Any personal data in the metadata of the deposited research data shall be governed by the [SODHA Privacy Policy](#).
- Art. 24. The State Archives cannot be held liable by any third party for breaches of the legislations mentioned in the warranties and representations regarding the deposited research data above. Each depositor shall hold the State Archives harmless against any claims by third parties and will indemnify the State Archives for all losses or damages suffered including legal fees that result from any shortcomings in relation to the above warrants and representations.

#### **Proof of this agreement**

- Art. 25. Both parties recognise the present agreement as proof.
- By derogation from article 8.19 of the revised Civil Code [ [DE](#) ] [ [FR](#) ] [ [NL](#) ], the signature of this agreement may not be denied in any case. By derogation from article 8.20 of the revised Civil Code [ [DE](#) ] [ [FR](#) ] [ [NL](#) ], there is only one original version of the present agreement, namely the text agreed upon by the depositor before the transfer of the deposited research data for formal control.

#### **General provisions**

- Art. 26. For any implementation difficulty, disagreement or issue arising from the interpretation or execution of the contract, mediation between the parties must first be attempted before any other action may be considered.
- In case of litigation, the courts and tribunals of Brussels shall have sole jurisdiction.
- Art. 27. The present contract is governed by Belgian law. The federal law of 4 May 2016 on the reuse of public sector information [ [DE](#) ] [ [FR](#) ] [ [NL](#) ] and related subsequent legislation shall apply for any dispute regarding the clauses on access and reuse.
- Art. 28. The State Archives retains the right to unilaterally make changes to this agreement to the extent the modifications relate to the technical specifications and characteristics of the services offered by the State Archives. The depositor acknowledges that the State Archives are merely acting as a 'go-between' and that unilateral changes to any liability terms as a result of ex-

isting or new legislation are permitted to the extent the depositor is informed thereof in due course and has the right to terminate this deposit agreement within a period of one (1) month counting from the publication of the changes.

- Art. 29. Should any provision of the present contract become unenforceable, the remaining provisions do not lose their validity and enforceability. The parties shall attempt to replace the unenforceable provision by an enforceable provision that is as similar to the unenforceable provision as possible. The same applies to any possible lacuna in the present contract.
- Art. 30. Should a framework agreement about the deposit of research data have been reached between the institution of the depositor as specified in the metadata and SODHA, the present contract shall supplement this framework agreement. In case of conflict, the framework agreement shall prevail.
- Art. 31. The State Archives retains the right to transfer this agreement to another party. Under such circumstances, the news will be published on the online platform of the SODHA infrastructure.

#### Version history of this document

Date	Version number	Changes made
07-09-2020	1.0	First version
03-02-2021	2.0	New version history section, formatting
03-03-2021	2.1	Brackets removed from the full name of SODHA
05-03-2021	2.2	Grammar, style (no changes in content), added links to policies and laws
24-03-2021	3.0	<ul style="list-style-type: none"> <li>Section 'Protection of personal data' was reworked as 'Warranties and indemnities'</li> <li>Contents of art. 20 and 21 (ver. 2.2) were moved to art. 23 and 24 (ver. 3.0)</li> <li>Art. 24 (formerly, art. 20) was expanded</li> <li>Art. 20-22 were added</li> </ul>
30-04-2021	3.1	Typos corrected in articles 21 ( <i>further</i> ) and 24 ( <i>representations</i> )
06-05-2021	3.2	Font of the document changed from Arial to Calibri
30-07-2021	3.3	Correction of typos and links (esp. Civil Code), added links to German versions of texts whenever possible
16-02-2022	4.0	Rephrasing the first reason listed in article 14