



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, authorised by the [Archival Act of 24 June 1955](#), 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’.

WHEREAS

Consid. 1. The State Archives manage the Social Sciences and Digital Humanities Archive (SODHA), which is a data archive for research data that must meet the quality and service standards of the Consortium of European Social Science Data Archives (CESSDA ERIC) of the Digital Research Infrastructure for the Arts and Humanities (DARIAH ERIC).

Consid. 2. The SODHA infrastructure comprises the DATAVERSE software application for repository management and re-use of research data, and a metadata model compliant with the international DDI standard.

Consid. 3. According to Directive (EU) 2019/1024 on open data, ‘research data’ are *“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”*.

Consid. 4. ‘Metadata’ means the content of all fields of the archives management system that must be filled in to describe the dataset upon deposit.

THE FOLLOWING IS AGREED:

Deposit

Art. 1. The depositor deposits a copy of research data and related metadata, as further stipulated in article 4 of this agreement, in the SODHA infrastructure at the State Archives, who accept the deposit. The deposit is undertaken in compliance with article 1, paragraph 4 of the Archival Act of 24 June 1955 and its corresponding Royal Decrees. The deposited data are managed by the State Archives.

Art. 2. The deposited digital research data remain the property of the depositor. The State Archives are not liable for any claims, actions, legal remedies or procedures regarding the validity of the deposit.



- Art. 3. By way of derogation from article 25, paragraph 1 of the Royal Decree implementing articles 1, 5 and 6bis of the Archival Act of 24 June 1955, the parties agree to conclude the deposit for an unlimited period, starting on the publication date of the research data as specified in the metadata.
The present agreement can be terminated according to the stipulations of this agreement.
- Art. 4. Prior to the deposit of the research data, the depositor provides to SOHDA the metadata necessary for the description, understanding, dissemination and re-use of the research data. In particular, the metadata specify the conditions under which the research data can be accessed and re-used.
Prior to the publication of the research data and corresponding metadata in the DATAVERSE system, the State Archives verify that the metadata sufficiently and formally comply with the SOHDA dataset publishing policy, which in turn meet the standards of CESSDA ERIC.
The State Archives reserve their right to refuse a deposit if the provided metadata do not meet the requirements of the SOHDA dataset publishing policy.
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. 5. The costs associated with the transfer are at the expense of the State Archives.

Long-term preservation

- Art. 6. The research data and corresponding metadata specified in article 1 are saved in the SODHA infrastructure hosted by the State Archives. The SODHA infrastructure guarantees their long-term preservation in compliance with international norms and standards, and (inter)national 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 re-use

- Art. 7. The digital research data and corresponding metadata specified in article 1 can be accessed and re-used in accordance with the SODHA access and re-use policy.
- Art. 8. The depositor can impose access and re-use conditions for the digital research data specified in article 1. The depositor records these conditions in the metadata according to the stipulations of article 4.
- Art. 9. The depositor cannot impose access and re-use conditions for the metadata specified in article 4.



- Art. 10. The depositor can deny access to the digital research data specified in article 1 to users of the SODHA infrastructure for any of the following reasons:
- The research data contain personal data;
 - Access to the research data is restricted by virtue of a third party agreement;
 - Any other substantiated reason that the depositor is obligated to record in the metadata in the course of the deposit procedure.
- The depositor records these restrictions and their reason in the metadata according to the stipulations of article 4.
- The State Archives make these data records or parts thereof only accessible to users of the SODHA infrastructure under the condition that they have previously requested the authorisation to access these data and that the depositor has given this authorisation.
- The State Archives facilitate the contacts between the depositor and the user who wishes to access the data, but cannot be held accountable for the decision of the depositor to authorise or refuse access to the data or for any particular condition the depositor may impose.

Termination and restitution

- Art. 11. The present agreement may be terminated by either party in writing and with statement of the reason.
- Art. 12. In case of termination of agreement, the State Archives block online access to the research_data specified in article 1 within 7 working days counting from the reception of the written notification stipulated in article 11.
- The corresponding metadata specified in article 1 and 4 remain accessible. The State Archives add an inaccessibility note to the metadata and ensure that the users of the search engine of the SODHA infrastructure are notified that the data were accessible through the SODHA infrastructure and during which period they were accessible.
- Art. 13. In case of agreement termination and if the depositor requests the deletion of the data in the written notification stipulated in article 11, the State Archives shall delete the digital data within 31 working days counting from the reception of the request.
- The corresponding metadata specified in article 1 and 4 remain accessible. The State Archives add an inaccessibility note to the metadata and ensure that the users of the search engine of the SODHA infrastructure are notified that the data were accessible through the SODHA infrastructure and during which period they were accessible.
- Art. 14. In case of termination of agreement and if the depositor requests the deletion and restitution of the data as specified in the written notification stipulated in article 12, the State Archives can provide a copy of the 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 the collaborators of



the State Archives spend on this task. The data are deleted after the depositor has paid the invoice.

The corresponding metadata specified in article 1 and 4 remain accessible. The State Archives add an inaccessibility note to the metadata and ensure that the users of the search engine of the SODHA infrastructure are notified that the data were accessible through the SODHA infrastructure and during which period they were accessible.

Death of the depositor

Art. 15. In case of death of the depositor the research data and corresponding metadata as stipulated in article 1 in principle become the full property of the State Archives, unless ownership of the digital research data and corresponding metadata stipulated in article 1 is claimed by any beneficiaries within six months counting from the death of the depositor, according to the stipulations of articles 11, 12, 13 and 14 of this agreement.

If the digital research data and corresponding metadata as stipulated in article 1 are not taken over as determined above, they are considered as a renunciation and an immediate and irrevocable donation to the State Archives.

Protection of personal data

Art. 16. The depositor guarantees that the digital research data stipulated in article 1 and corresponding metadata are in compliance 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, especially title 4 of this law, and the code of conduct of the institution to which the depositor is attached.

The State Archives cannot be held liable by any user or third party for breaches of the legislation mentioned in this article regarding the research data and corresponding metadata as stipulated in article 1.

Proof of this agreement

Art. 17 Both parties recognise the present agreement. By derogation from article 8.19 of the revised Civil Code, the signature of this agreement may not be denied in any case. By derogation from article 8.20 of the revised Civil Code, 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. 18. 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. 19. The present contract is governed by Belgian law. The federal law of 4 May 2016 on the re-use of public sector information and related subsequent legislation shall apply for any dispute regarding the clauses on availability and re-use.
- Art. 20. No prior oral agreement was reached. Additions and amendments to the present contract are legally binding provided that they are agreed upon in writing between the two parties.
- Art. 21. 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. 22. 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 prevails.