# Guide to the Template for Deposit Licence Terms

Repository owners must obtain authorisation from depositors to use the deposited content – specifically, to store it and make it available to the public – and it is therefore essential to have clearly defined licence terms. For this purpose, the Template for Deposit Licence Terms was developed as an outcome of the NRP project and is available for download on the EOSC website.

The template is licensed under a CC-BY licence and may be used, modified and distributed by anyone in any way. The text of the template may be adopted in its entirety and used as licence terms for the repository, or it may be used as inspiration for drafting your own licence terms, or the model provisions may be incorporated into the section of the repository's terms of use dealing with licensing issues. These terms must be made available to the depositor so that they can familiarise themselves with them at the time they deposit content into the repository.

Please note that there is no need to sign licence agreements with depositors. It is sufficient for the deposit of content into the repository to be conditioned by the depositor's acceptance of the licence terms (for example, by ticking a box). This step should include a link to the full wording of the licence terms. Below you can find a description of the individual provisions of the Template for Deposit Licence Terms, the reasoning behind them, and recommendations should you decide to adopt different approaches in your own licence terms.

> **Template for Deposit Licence Terms**
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> [INFORMATION ON THE OWNER (**NAME**, ID NUMBER, REGISTERED SEAT)] (hereinafter referred to as the „**Owner**") is an owner of the [NAME OF THE REPOSITORY] (hereinafter referred to as „**Repository**").

Since these are licensing terms and not a license agreement, there is no field for identifying both parties to the relationship between the depositor and the Owner. However, you must provide your identification information as the Owner – replace the first set of square brackets with your identification information, i.e., provide your name, company ID number, and full address of your registered office. Replace the second set of square brackets with the repository name, if it has one; otherwise, simply use "Repository" or "this repository."

> This Agreement constitutes a licence arrangement between you (depositor of the data) as the licensor and the Owner as the licensee. By depositing data to the Repository, you agree to these Terms and authorise the Owner to preserve the data you deposit on a long-term basis and make it available via the Repository.

Accepting the license terms fully replaces the need to enter into a separate written license agreement. As indicated above, a suitable solution is to include a mandatory step in the process of uploading content to the repository in the form of checking a consent box – you can use the wording contained in the sample license terms shown in the screenshot above, or similar wording, such as: "*By uploading data to the Repository, you agree to the license terms and grant the Owner the right to store the data you upload on a long-term basis and make it available through the*

*Repository.*" The wording of the consent should also include a link to the full text of the license terms.

> For this purpose, the Owner may, for example, make copies of the data, communicate the data to the public, or modify its format to ensure compatibility and functionality. The Owner will not make changes to the content of the data itself.
>
> The licence granted for the data under these Terms is non-exclusive, which means that you, as the author of the data, retain all rights to exercise copyright and these rights are not limited by these Terms in any way (i.e., you may, for example, licence the data to other persons, store the data in other repositories, or otherwise distribute it).

The first of the paragraphs above specifies the permitted uses for which the depositor grants a licence to the repository Owner. The second paragraph explains what the grant of a non-exclusive licence entails. This section serves primarily to explain the content of the licence terms to the depositor and to pre-empt any queries or ambiguities; however, it is not essential to include it in the licence terms.

> For the purposes of these Licence Terms, the data may consist of, for example:
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> – Spreadsheets, documents
> – Audio and video recordings
> – Images, photographs
> – Questionnaires, test responses, interview transcripts
> – Code, software
> – Laboratory notebooks, field notebooks, diaries
>
> These Terms apply to the unique outcomes of creative intellectual activities of a natural person (works of authorship) or possibly to databases which the dataset uploaded by you contains and which are protected by a special right of the database maker.

We recommend indicating the type of content (data) that can be deposited in your repository; however, this information is not an essential part of the licence terms and you may include it, for example, as a provision in the terms of use or the repository's service conditions.

> **1. Licence Terms**
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> 1.1. In accordance with these Terms, you grant the Owner a non-exclusive, worldwide and royalty-free licence to use the data for the duration of the copyright and/or for the duration of the database right.

A **non-exclusive** licence does not prevent the depositor from continuing to use and licence the data. An exclusive licence would not be appropriate for the purposes of a deposit licence; we therefore strongly recommend retaining a non-exclusive licence. If you do not specify whether the depositor is granting a non-exclusive or an exclusive licence, the licence will be interpreted by law as non-exclusive.

A licence designated as **worldwide** (or territorially unrestricted) allows you to make the contents of the repository available anywhere in the world. The licence may, for example, be granted only for the territory of the European Union, the Czech Republic or otherwise defined region; however, this would entail an obligation on your part to take technical measures to prevent access to the

repository's content in regions for which the licence has not been granted, otherwise the terms of the licence granted to you would be breached.

We strongly recommend that you expressly state that this is a licence granted free of charge (**royalty-free**). Licences are normally granted for consideration, i.e. in return for financial remuneration; therefore, where a licence is granted free of charge – i.e. without the licensee being required to provide any consideration – the law requires this to be expressly stated in the agreement between the parties.

**For the duration of the copyright**; This is the longest possible term for which a licence may be granted – a licence is not granted indefinitely, but for the duration of the rights for which it is granted. Once the period during which the rights were in force has expired (for example, in the case of copyright, this is 70 years after the author's death), the licence ceases to exist and the subject matter of the protection may be used by anyone. The term for which the licence is granted may also be shorter; however, this would mean that, upon expiry of the term for which the licence was agreed, the data would have to be removed from the repository. For you, as the Owner, this would mean having to implement a system to check whether you still hold the rights to individual datasets. We therefore recommend that you specify in the licence terms that the licence is granted for the duration of the rights.

> 1.2. The licence grants the right to use the data, or any part thereof, in any manner (in particular the right to reproduce, communicate to the public or archive the data), but exclusively for the purposes of permanently storing and making the data available in the Repository. The Owner is authorised to modify the data solely for the purpose of ensuring its compatibility and functionality (i.e. to modify the data format), but is not authorised to alter the content of the data.

We recommend stating in the licence terms that the licence is granted solely for the purpose of (permanent) storage and making the data available in the repository. If the purpose is specified, it is not necessary to list individual uses – the licence will be interpreted as being granted for all uses necessary to achieve the stated purpose. However, we recommend that you at least state that, as licence holders, you are authorised to modify the data or dataset so that it is compatible and functional within your repository, whilst at the same time providing the depositor (and therefore also the users) with a guarantee that their data will not be altered in terms of content and will remain authentic (e.g. by using the phrase in the second sentence of the above paragraph 1.2.).

> 1.3. Access to data in the Repository is granted exclusively in accordance with the conditions you specify when uploading data to the Repository, and is governed by the licence terms you select from those which the Repository allows to be applied to the data; such access may be restricted by a withholding period (embargo) or by the selection of restricted access to the data.

This provision of the licence terms sets out how users of the repository will be able to access and make further use of the content uploaded to it.

In order for users to be able to continue using the repository's content, it must be licensed. The deposit of content into the repository must therefore be conditional upon the selection of a licence specifying how the content may be further distributed and used. The ideal solution is to offer a choice from a predefined set of CC licences, or other standardised licences where possible.

Furthermore, it is possible to restrict public access to content, for example by imposing a time limit (embargo), or to make data available only to a specific group of users who meet certain conditions

(e.g. only to logged-in users; access subject to a decision by the Data Access Committee). It is not sufficient merely to include this provision in the licence terms – it is necessary, firstly, to obtain information from the depositor as to whether the content they are depositing is subject to such a restriction (making the deposit of content into the repository conditional upon the provision of this information), and, secondly, to enable such a restriction through technical means.

> **2. Declaration of the Licensor**
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> 2.1. By depositing data to the Repository, you agree to these Terms and hereby declare that:
> - You have full authority to grant this licence and, if applicable, you have the consent of all coauthors of the data or you are authorised to grant this licence by your employer if the content of the data is an employee work,
> - Storing and making the data available will not infringe the rights of any third parties, in particular their intellectual property rights, rights to protection of classified information, trade secret rights, and/or rights to protection of personal data,
> - If your data contains works of authorship by third parties, these works are properly identified, cited, and you have all necessary permissions to store and potentially make these works available through the Repository;
> - Storing and making the dataset available through the Repository does not breach any contractual obligations with any third party (e.g., an obligation under a publishing contract or non-disclosure agreements concluded with a funding provider), and
> - You are not aware of any other legal obstacle that may prevent the Owner from exercising the rights granted by these Terms.

The depositor does not necessarily have to be the author or the person who is, in their own right, authorised to dispose of the relevant rights (for example, in the case of an employee, the employer is normally authorised to grant a licence for a work created in the course of employment). It is therefore advisable to require the depositor to declare that they are authorised to grant the licence.

> **3. Jurisdiction and Governing Law**
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> 3.1. Any disputes arising out of or in connection with these Terms or any legal relationships established thereby shall be submitted to the competent court of general jurisdiction for the place where the Owner has its registered office.
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> 3.2. These Terms and any obligations arising out of or in connection with them shall be governed by the laws of the Czech Republic. The laws of the Czech Republic shall also govern the formation, validity, amendment and termination of the legal relationship between you and the Owner.

This clause allows you to specify in advance which court will, if necessary, hear any dispute that may arise between you and the depositor. In principle, you may specify any court or even provide for the dispute to be resolved through arbitration before the Chamber of Commerce. We recommend also including a clause specifying the governing law – that is, the law under which the licence terms and will be interpreted.

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