|  |  |
| --- | --- |
| **Data Service Provider:** | **Depositor:** |
| **Social Science Data Archives** | Full name:  |
| University of LjubljanaFaculty of Social SciencesSocial Science Data Archives Kardeljeva ploščad 51000 Ljubljana | Institution:  |
| Address:  |
| Email:  |

|  |  |  |
| --- | --- | --- |
| Study ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *by ADP* | Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *by ADP* | Licence ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *by ADP* |

**DEPOSIT AGREEMENT**

**1 INFORMATION ABOUT THE STUDY**

Title of the study that is the subject of the deposit:

Funder and project number under which the study was conducted:

The study was conducted under the auspices of (enter the name of the institution, organisation, centre, e.g., Faculty of Social Sciences, Centre for Political Science Research):

**2 AGREED TERMS OF DEPOSIT**

On the day of signing, the depositor shall submit material from the above stated study (see Annex 2 *List of Deposited Material and Conditions of Sharing*) as the sole author or in agreement with the co-authors or by authorisation of the holder of the right to dispose of the material from the study (e.g., the founder of the study) to the data service provider or its legal successor for preservation and for further dissemination to users in accordance with this agreement. The depositor shall retain all rights to the material. The depositor shall retain a stored copy of the submitted material.

The depositor authorises the data service provider to review the deposited material on its behalf and evaluate its potential for archiving and publication in the active digital curation system, as well as to prepare it for access for secondary use in accordance with the mission of the Social Science Data Archives (hereinafter: the ADP). If the potential of the material does not justify active curation, the material shall be placed in the system without active curation (i.e., self-archiving). The data service provider has the right to decline archiving and publication if it determines non-compliance with the ADP Collection Development Policy and so notifies the depositor.

The data service provider shall confirm that it has taken over the deposited material from the study for the purpose of preservation and dissemination to users under the conditions agreed with this deposit agreement.

In accordance with the conditions set out in this agreement, the data service provider has the right to publish the deposited material in the ADP Collection and to share the associated metadata in publicly accessible Slovenian and foreign data portals and catalogues. Metadata include a description of the study, the data and the accompanying material, and are shared under a CC0 licence. Possible exceptions are defined by the depositor in the Report on Exceptions, which forms an annex to this agreement (for more information, see 3.3 List of Copyright Options, Explanatory Notes).

The data service provider shall review the deposited material and invite the depositor to make any necessary additions. Prior to publication of the study, the data service provider shall invite the depositor to review the prepared material and authorise it for publication. If the depositor does not submit any remarks within 30 days of being invited to do so, it shall be considered that the depositor has authorised the material and the data service provider shall publish it in its collection.

This agreement shall enter into force on the date of signature by both parties and shall be valid indefinitely.

Either party may revoke in writing the deposit or the receipt and archiving of the material within 6 weeks of signing the agreement. Such termination of the agreement shall take effect no later than six months from the date of receipt of the written notification of termination.

In the event that the data service provider subsequently determines that there are ethical, legal or other reasons why the material should be withdrawn, it has the right to unilaterally terminate the agreement and informs depositor about it.

The data service provider undertakes to treat the material confidentially and to safely destroy it if, for any reason, archiving does not take place. The exception is metadata, which shall be published in the ADP collection even after the termination takes effect. After deleting the material, the data service provider shall update the metadata description of the study with the reasons for non-archiving or deletion.

Termination does not apply to the material taken over by users prior to the termination coming into effect.

The contact details of the depositor obtained in the process of depositing the material shall be stored in the list of ADP depositors that is administered by the ADP as its processor and shall be processed exclusively for the purposes of implementing this agreement.

Annexes:

1. General Terms and Conditions
2. List of Deposited Material

|  |  |  |
| --- | --- | --- |
|  | Depositor: | Data Service Provider: |
|  |  | for the Head of the Social Science Data Archives  |
|  |  | **Assist. Prof. Dr Janez Štebe** |
| Date: |

|  |
| --- |
|  |
|  |

 |  |
| Signature: |  |  |

**ANNEX 1: GENERAL TERMS AND CONDITIONS**

## 1 MISSION OF THE SOCIAL SCIENCE DATA ARCHIVES AND PURPOSE OF PROCESSING MATERIAL

The mission of digital preservation of ADP is to ensure and promote sustainable services to its designated communities for ingest, storage andaccess to high quality and useful research data for a variety of purposes. The ADP contains research data of interest to social science researchers dealing with problems of Slovenian society or otherwise important to Slovenian society and social sciences, regardless of geographical boundaries.

On behalf of the Republic of Slovenia, the ADP acts as the national data service provider for social sciences within its membership in the Consortium of European Social Science Data Archives (CESSDA).

In 2018, the ADP obtained the CoreTrustSeal certificate and thus the status of a trustworthy data archive.

The basis of the ADP’s operation is the selection and preservation of high-quality data material that is, as much as possible, openly accessible to researchers and the public, thus ensuring savings from unnecessary duplication of new research material, higher quality of research findings and the preservation of material for future research.

As part of its mission, the ADP actively takes care of the deposited material: it checks the adequacy and quality of downloaded files for long-term curation and secondary use, prepares metadata, creates files in an appropriate format and arranges comprehensive documentation about the data. The deposited material is additionally reviewed and processed to ensure the quality and protection of the data, and to enable publication in the ADP collection.

The ADP provides users with different types of access to data, whereby users commit themselves to professional codes of ethics, including the protection of confidentiality and adherence to data-related legislation, as well as the obligation to provide a citation when using the data, regardless of the regime under which the data is accessible.[[1]](#footnote-1)

## 2 DATA SECURITY AND PROTECTION

Prior to making a deposit, the depositor is obliged to meet the requirements of the General Regulation on Data Protection, the Slovenian legislation in personal data protection, as well as the rules of the pertinent ethics commission (of the branch or institution where the depositor operates).

When using data or material from the ADP collection, the user is always bound by legislation in the area of personal data protection, by the ethical rules of the profession, and by other recommendations and obligations regarding the careful use of data, e.g., avoiding attempts to disclose an individual or cause other possible harm, as well as by the General Terms and Conditions of the Use of ADP Data in force on the date of signing the Agreement (Available via: https://www.adp.fdv.uni-lj.si/eng/uporabi/kako/pravila/).

**2.1 SANCTIONS**

If a violation is established, the ADP shall deprive the user of the right to continue using the microdata to which s/he has been granted access and reject any further applications for access to the material by the user. The user may also be held criminally liable for the violation.

**2.2 TYPES OF ACCESS WITH EXPLANATIONS FOR USE**

The types of access are outlined in Table 1. The depositor defines one type of access for each unit of material. Access to different units of material can be defined differently, considering legislation and ethics as well as the principle of “as open as possible and as closed as necessary”, which allows justified exceptions to completely open access.

The depositor shall specify any restrictions on access to data in the ADP in Annex 2 – *List of Deposited Material and Conditions of Sharing*, which forms an integral part of this agreement. If the study involves multiple units of material, each unit may be subject to different types of access.

With the support of the ADP, the depositor shall, if necessary, prepare different versions of the microdata with different levels of protection for different types of access.

The depositor shall determine the type of access for all types of material submitted to the ADP:

a) Accompanying material, such as: questionnaires, information letters, examples of consent form, summaries, code lists, show cards, instructions to the respondent, instructions for interviewers, research progress forms, leaflets, etc.

b) reports, publications,

c) data files.

|  |
| --- |
| **Table 1: Types of Access** |
| **TYPE OF ACCESS** | **EXPLANATION** | **LICENCE[[2]](#footnote-2)** |
| **OPEN ACCESS** | **No registration**Access to the material is completely open; it can be accessed without registration through the ADP website. Users can download the material to their computer, subject to the general conditions of the ADP, legislation, and ethics. | CC0 or CCBY, CCBYNC |
| **STANDARD ACCESS –** **ON REGISTRATION –Public Use File (PUF)**A Public Use File is suitable for general use in research and education. It is subject to two principles:1. it enables users to make more accurate inferences regarding the phenomenon about which the data have been collected,2. it enables easier access to data.  | **Registered user**Access to the microdata is intended for registered users who perform analyses either through a web interface or on their own computer to which they transfer the data. | CCBY, CCBYNC |
| **ACCESS UNDER SPECIAL CONDITIONS** If the depositor considers that it is not possible to remove all direct or indirect identifiers that enable the identification of the individual units studied (or the depositor does not have a legal basis for sharing the data), it selects access under special conditions. The reasons for special conditions may include:* a risk of causing damage due to the disclosure of the data (personal data, confidential data, secret data etc.);
* other legal and ethical reasons restricting the sharing of the data.

**Foreseen sanctions are defined in chapter 2.1 SANCTIONS.** |
| **ACCESS UNDER SPECIAL CONDITIONS** **– Scientific Use File (SUF)**A Scientific Use File is available for research purposes only.Access is via a secure connection.***Special conditions:*** * Registered user;
* Application to Access Material via a Secure Connection;
* ADP Commission approval;
* Access enabled via a secure connection or cloud.
 | In order to access the microdata, the user must register and submit an **Application to Access Material through a Secure Connection**.The Commission for the Protection of the Confidentiality of the ADP considers each request individually, carefully examining the content and the means of access. The Commission shall decide whether to grant access.*Access is provided via a secure connection or cloud. The ADP provides the user with a connection and a unique password.* | CCBY, CCBYNC |
| **ACCESS UNDER SPECIAL CONDITIONS** **– Secure Use File (SCUF)**A Secure Use File, i.e., a file containing confidential information intended for scientific research. Since statistical obfuscation/data protection methods have not been used, access to the file is only possible in a secure environment.Access in a safe room.After verification, the ADP will securely hand over to the user the records of the results of processing the data.***Special conditions:*** * Registered researcher;
* Application to Access Material in a Safe Room;
* ADP Commission approval;
* Signed Contract of Use;
* Ethics Committee approval.
 | Access is granted only to registered researchers who have a researcher code with the Slovenian Research Agency (ARRS), have submitted a completed **Application to Access Material in a Safe Room**, have been approved by the Commission for the Protection of Confidentiality, and have signed a Contract of Use.The Commission for the Protection of Confidentiality of the ADP considers each request individually and carefully considers the content and the access options. The Commission shall decide whether to grant access.In special cases, the approval of the ethics committee of the research area or organisation in which the user works is required.*Access is provided in a secure environment within the premises of the ADP, where access to the Internet is disabled and there is no possibility of data transfer to removable media (i.e., a ‘safe room’). The use of image and video capture devices is also prohibited.**Before the user takes the results of his work from the safe room, the ADP reviews the output and verifies whether there is a risk of disclosure. The results of the work from the safe room are handed over to the user only if there is no risk.* | CCBY, CCBYNC |

|  |  |  |  |
| --- | --- | --- | --- |
| **TYPE OF ACCESS** | **TYPE OF MATERIAL** | **EXPLANATION** | **LICENCE** |
| ARCHIVAL COPY | **Preservation** of materials for verification purposes of data and documentation (also a copy of master’s and doctorate dissertations).In the case of material of special historical value, access may change over the years in accordance with legislation. | Accessible only to the authors, the commissioners of the research and the ADP.If necessary, access can be arranged with a special agreement with the author. | CCBY, CCBYNC |
| INSPECTION COPY | **For inspection** only.  | Only for ADP inspection. Viewing is noted in the project tracking software. When the submission and publication process is completed, the ADP destroys the material in accordance with the Policy of Disposal of Materials. | Inspection copy  |
| ACCESS VIA OTHER SERVICE PROVIDERS  | Publications (monographs, articles, etc.), reports or other publications.Data on international files that are available in another repository. | The material is accessible elsewhere; the ADP provides an external link to the material. | Other provider |
| REVIEW ACCESS | The data are available for the purposes of (blind) **reviews** of scientific work (e.g., articles, doctoral dissertations). | Accessible only to the author, the journal editor, the reviewers, or the commission for the defence of a doctoral dissertation.The reviewer sees only a limited set of metadata. Information that would reveal identity of the author is obscured for the purposes of a blind review.The reviewer sees all the data necessary to verify the findings based on the data file and accompanying material. | Review copy |

**Notes about embargo option**

|  |  |  |  |
| --- | --- | --- | --- |
| EMBARGO | **Embargo** is an exception and additional option by which the authors of the study restrict access to data in ADP to other users for a maximum of 6 months from the signing of this agreement.Exceptions apply only in cases where the authors of the study are planning another publication based on the data in the near future. | The metadata are openly available in the ADP collection.Other material is available to the authors, the ADP and, by special agreement with the authors, to other users.In the event of an access request, the ADP will forward the request to the authors, who will decide whether to share the data before the embargo expires. | The types of access and licences chosen from the Table 1; it comes into force after the embargo expires. |

***3 TYPES OF MATERIAL, FORMATS AND COPYRIGHTS – EXPLANATIONS IN COMPLIANCE WITH ANNEX 2: LIST OF DEPOSITED MATERIAL AND CONDITIONS OF SHARING***

**3.1 LIST OF TYPES OF MATERIAL**

ADP Forms and Permissions

1. Completed study description form
2. Permission of the commissioner of the study for sharing data

Data

1. Data file

Material Required to Conduct Research

1. Example of information document or letter
2. Example of consent of research participants
3. Questionnaire or other data collection instrument
4. Data collection protocol
5. Show cards
6. Instructions to the respondent
7. Instructions for interviewers
8. Research progress forms
9. Leaflet
10. Coding book, list of codes or categories, code list

Results

1. Frequency statistics for all variables
2. Report written immediately after the study – study report

Publications Based on the Data

1. Articles
2. Monographies
3. Doctoral, master’s dissertations
4. Documentary programmes

Other

**3.2 RECOMMENDED FORMATS**

|  |  |  |
| --- | --- | --- |
| Type of Material | Recommended Formats | Other Formats |
| Structured text files (Study Description Form, Questionnaire, Codebook etc.) | Structured metadata description of the questionnaire (\*.xml), according to the DDI or CAI software (\*.bmi) \*.rtf or outer textual format (\*.doc, \*.txt, etc.) | Printed version of the material \*.pdf or other graphic format |
| Structured numeric data (Data file) | SPSS (\*.por, \*.sav)ASCI (\*.txt metric or a data file, equipped with labels + computer-readable description of the data file with the names and categories of variables) | Other statistical packages (e.g. STATA, R, Microsoft Excel)Tables (\*.xls etc.) Databases |
| Freely formulated textual materials for tracking original documentation (Questionnaire, Instructions for Interviewers, Address to Respondents, copies of research reports) | \*.pdf or another graphic format + printed version | \*.rtf or other textual format (\*.doc, \*.txt, etc.) |
| Textual data | Rich Text Format (.rtf)plain text, ASCII (.txt)eXtensible Mark-up Language (.xml) text according to an appropriate Document Type Definition (DTD) or schema  | Hypertext Mark-up Language (.html)Common formats: MS Word (.doc/.docx)OpenDocument Text (.odt)Software specific formats: NUD\*IST, Nvivo, ATLAS.ti in MAXQDA |
| Still image | TIFF 6.0 uncompressed (\*.tif), | PEG (\*.jpeg, \*.jpg, .\*jp2),GIF (\*.gif),TIFF other versions (\*.tif, \*.tiff),RAW image format (\*.raw),Photoshop files (\*.psd),BMP (\*.bmp),PNG (\*.png),Adobe Portable Document Format (PDF/A, PDF) (\*.pdf) |
| Audio data | Free Lossless Audio Codec (FLAC) (.flac) | MPEG-1 Audio Layer 3 (.mp3), if such originallyAudio Interchange File Format (.aif)Waveform Audio Format (.wav) |
| Video data | AVIMPEG-4 (mp4)OGG video (.ogv, .ogg)Motion JPEG2000 (.mj2) | AVCHD video (.avchd)WMFWaveform Audio Format (.wav) |

Source: Recommended formats, ADP[[3]](#footnote-3)

**3.3 LIST OF COPYRIGHT OPTIONS**

The depositor makes the material available to users under the terms of [Creative Commons licences](https://creativecommons.org/faq/#what-are-creative-commons-licenses).

If the study includes multiple units of material, each unit may be subject to different licences. These are set out in Annex 2, which forms an integral part of this agreement.

|  |  |  |
| --- | --- | --- |
|  | CC-Zero-badge | This work is offered under a [Creative Commons licence Public Domain Dedication](https://creativecommons.org/publicdomain/zero/1.0/) (CC0 1.0).  |
|  | Creative Commons License*default licence* | This work is offered under a [Creative Commons licence Attribution 4.0 International](https://creativecommons.org/licenses/by/4.0/)(CC BY 4.0). |
|  | Creative Commons License | This work is offered under a [Creative Commons Attribution-NonCommercial 4.0 International](https://creativecommons.org/licenses/by-nc/4.0/) (CC BY-NC 4.0). |

## *Explanatory Notes*

In the spirit of promoting open science, open access and open data in data archives, we encourage researchers to share all material with a CC0 licence when this is in line with legal and ethical requirements.

The key advantage of a CC0 licence is that it allows the broadest purposes of use, including computer use, while the authors of new research are still morally obliged to cite the original authors, thus acknowledging their authorship. However, computer linking of unmanageable number of data sources would also make citations difficult. Therefore, in such cases, it makes sense to omit citation.

When CCBY licence is applied to material a user is required to cite the original author. The data may be used for commercial and non-commercial purposes.

A CCBY NC licence restricts re-use of data to non-commercial purposes. A user is required to cite the original author.

**Report on Exceptions**

The authors of the study shall write a Report on Exceptions in the rare case that, for justified reasons, they are unable to share the metadata of the study, i.e., descriptions of the study, the data, and the accompanying material, under the conditions of a CC0 licence. In such a case, the authors shall provide a written report, explaining which metadata they are unable to share and why. The ADP will request further clarification if necessary.

## ANNEX 2: LIST OF DEPOSITED MATERIAL AND CONDITIONS OF SHARING

For each individual unit of material, enter the format in which it has been submitted, select the access mode, and define the copyright licence, in accordance with Annex 1 *General Terms and Conditions*.

If any changes arise during the archiving process after the material has been deposited, e.g., changes to the number of units of material, the type of access, the licence or similar, the data service provider shall, as part of the authorisation procedure, prior to publishing the material send the depositor a new version of the List of Deposited Material and Conditions of Sharing, which shall form an annex to this agreement.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Name of the Material** | **Author of the Material** | **Type of Material** | **File Name****(must include file type suffix)** | **Type of Access** | **Licence** | **Notes** (e.g., embargo, additional info on access) |
| 1 | Study on the ecological challenges of the Mura River, 2017 |  | Select… | Mura2017.sav | Select… | Select… |  |
| 2 | Study on the ecological challenges of the Mura River, 2017 |  | Select… | Mura2017.pdf | Select… | Select… |  |
| 3 | Study on the ecological challenges of the Mura River – focus group, 2017 |  | Select… | Mura2017\_fokus.docx | Select… | Select… |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 4 |  |  | Select… |  | Select… | Select… |  |
| 5 |  |  | Select… |  | Select… | Select… |  |
| 6 |  |  | Select… |  | Select… | Select… |  |
| 7 |  |  | Select… |  | Select… | Select… |  |
| 8 |  |  | Select… |  | Select… | Select… |  |
| 9 |  |  | Select… |  | Select… | Select… |  |
| 10 |  |  | Select… |  | Select… | Select… |  |

1. For more information, see chapter *Types of Access to Data and Materials in the ADP* in the current version of the ADP Digital Preservation Policy, accessible at: https://www.adp.fdv.uni-lj.si/eng/spoznaj/politika/. [↑](#footnote-ref-1)
2. Licences are defined in the chapter 3.3 Explanatory Notes. [↑](#footnote-ref-2)
3. https://www.adp.fdv.uni-lj.si/eng/deli/postopek/priprava/formati/ [↑](#footnote-ref-3)