

PsychArchives Terms of Use

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About PsychArchives

PsychArchives is a disciplinary, international repository for digital research objects (DROs) from psychology and related disciplines. It is provided as a free, non-commercial public service by the Leibniz Institute for Psychology Information (ZPID).

ZPID stores the DROs on the PsychArchives infrastructure, supplements them with bibliographic metadata, indexes their contents and disseminates all metadata over open interfaces to third party search and retrieval systems.

Contributors gain visibility of their DROs in a disciplinary, quality curated environment and widespread dissemination of information about their DROs into the psychological research and user community. Users gain a comprehensive resource of psychology-related information under clear usage terms and with immediate, electronic access.

Besides DROs contributed by individual users, further DROs are acquired by PsychArchives subject to different cooperation models with publishing houses and other institutional partners.

1 Use of DROs

Users may use a DRO offered in PsychArchives under the license terms chosen by the contributor and stated on each item page. No further restrictions apply. All content is provided “as-is”. DRO metadata may be freely used under the [CC0 waiver](#).

1.1 Creation of copies from DROs

Your rights to create copies of a DRO and distribute these copies depend on its license. Therefore ZPID generally advises to link to the appropriate Digital Object Identifier (DOI) of the DRO in PsychArchives, instead of copying DROs to other repository systems or distributing them internally at the user’s organisation.

2 Contribution of DROs

2.1 Accepted material

We accept DROs for PsychArchives that fulfil the collection mandate of the repository in terms of their contents, quality, form and document type according to our [quality and selection as well as technical guidelines](#). All submissions will be checked by ZPID staff for formal accordance with these guidelines before publication. Material which fails to meet

these requirements will not be accepted into PsychArchives. ZPID staff reserve their right to select material.

2.2 Legal frame

(1) The rights and obligations of contributors and PsychArchives are subject to a contract agreement, the terms of which are stipulated in these Terms of Use. This contract will be concluded between the Contributor and ZPID when the Contributor submits a DRO and ticks the respective checkbox in the upload dialogue. All exclusive/intellectual property rights of a DRO accessible on PsychArchives remain with the original author/creator of the DRO. When uploading contents to PsychArchives Contributors must choose a license from a choice offered by PsychArchives (see sec. 2.3) for the material they contributed. This license enables the users to use the contribution according to the respective license terms.

(2) Contributors have to be fully legally entitled to contribute the DRO to PsychArchives and license it under the chosen license. Contributors are personally responsible for observing legislation and third party rights when contributing a DRO. They are liable for violations of applicable law, including, but not limited to, copyright, privacy, data protection and intellectual property rights. PsychArchives assumes no liability or responsibility for the contents of DROs or their use by third parties.

(3) PsychArchives can use the DROs according to the license the Contributor has chosen for them. In any case Contributors grant PsychArchives a non-exclusive right to use the DRO as follows: electronic storage, particularly in databases, making the DRO available under the terms chosen by the contributor; converting the file format for the purpose of long-term archiving and/or visualisation. The aforementioned grant of rights to PsychArchives shall in no way restrict the rights granted by the chosen license.

2.3 Sharing Levels for DROs

Each of the DROs has to be assigned a sharing level by the contributor, which combines statements about licensing and access to the DRO (see sec. 2.2 (1) above).

2.3.1 Sharing Level 0

By assigning Sharing level 0 to a DRO, the contributor makes it available under a public license from the license portfolio for sharing level 0 offered at the time of contribution. Usage of DROs in sharing level 0 is public according to the chosen license and access for users is immediate.

2.3.2 Sharing Level 0+ and above

These more restrictive sharing levels are currently not implemented. We will update these terms of service accordingly when they are introduced.

2.4 Embargo functionality for DROs

Embargoed DROs are deposited in PsychArchives, but only made available according to the chosen sharing level at a pre-specified future date set by the contributor. Until the embargo

period expires, the metadata for the DRO and the DRO itself are not publicly available. After expiration of the embargo period, both DRO and metadata are made available in PsychArchives. The maximum embargo duration is 2 years from the time of contribution and has to be requested with the first submission of the DRO.

2.5 Updates of contributed DROs

Contributed DROs may be updated by the original contributor. This does not remove the existing version of the DRO but links the different versions together into a publicly visible revision history.

2.6 Deletion/Dearchival of submitted DROs

PsychArchives is a long-term archival system. Deletions of already published DROs are therefore generally not desirable. On request of the original uploader any contributed DRO can be removed from PsychArchives with validity for the future. In case of infringement of third-party rights, e.g. copyright, affected third-parties may request removal of a DRO instead of the original uploader. PsychArchives can remove DROs on such requests from the repository and will inform the Contributor about such measures and the third party's claims.

2.7 Availability of contributed DROs

Contributed and accepted DROs are available as long as PsychArchives is operated. ZPID reserves the right, without notice, at its sole discretion and without liability, to alter or delete inappropriate content, and to restrict or remove DRO access where it considers that use of PsychArchives interferes with its operations or violates these Terms of Use or applicable law.

3 Update of these Terms of Use

Occasionally, ZPID may make legitimate changes to these Terms of Use for PsychArchives, for example to enhance existing features or to add new functionality or features to PsychArchives, to make scientific and technical progress, to make appropriate technical adjustments to ensure the functioning or security of PsychArchives, or for legal or regulatory reasons. If we make changes to these Terms of Use that may affect the ongoing contractual relationship between you and ZPID, we will, in accordance with the circumstances, provide you with appropriate prior notice, for example by displaying a prominent notice on the PsychArchives website or by sending you an e-mail or by asking for your consent within the services. This message will contain information about the proposed changes and your possible right to reject those changes, as well as where the rejection is to be sent and what the consequences are if you do not refuse. The changes are considered accepted if you do not decline them within 30 days. In applying this process, we will not make any changes that materially affect the contractual balance between you and ZPID. If you do not wish to continue using PsychArchives under the new version of the Terms of Service, you may cancel your registration by contacting us at any time.

4 Restrictions and Changes to the Services

ZPID will make reasonable efforts to keep PsychArchives operational. However, due to technical difficulties, maintenance or testing or updates required to reflect changes in applicable technical or regulatory requirements, there may occasionally be temporary disruptions.

Notwithstanding the foregoing, ZPID can decide ceasing to provide PsychArchives at any time. You understand and agree that ZPID is under no obligation to provide, upgrade or update PsychArchives, or to provide certain content through PsychArchives.

5 Miscellaneous

5.1 Unenforceable Clauses

If any clause of these Terms of Service is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of these Terms of Service.

5.2 Governing Law and Jurisdiction

This Agreement is governed by German law.

5.3 Entire Agreement

You agree that these Terms of Service and the information which is expressly incorporated into them by reference (including reference to information contained in an URL) are the complete Agreement for the legal relationship between you and ZPID and supersede all prior or contemporaneous Agreements or representations, written or oral, regarding this relationship.

5.4 Changes to the Agreement

These Terms of Service may not be modified except in a written contract or statement.