

Annex 1 to the contract for scientific services (oh.d contract):

Terms and Conditions

§ 1 Contractual purpose: *Oral-History.Digital*

Under the title *Oral-History.Digital*, the University Library of Freie Universität Berlin (hereinafter FUB) is implementing and operating a digital information infrastructure for scholarly collections of audio or video recordings of narrative interviews with contemporary witnesses, hereinafter also referred to as Oral History interviews.

The working environment supports collecting institutions and interview projects (hereafter referred to as Archive Owners) in the archiving, curation and presentation as well as the cross-archive research, annotation and evaluation of oral history interviews.

Archive owners can make their interviews searchable in a cross-archive research portal using metadata, anonymized if necessary, and/or make them more deeply accessible with media files, transcripts and accompanying materials. Specifications and instructions are available on the website *www.Oral-History.Digital*.

Archive owners can make their interview collections available for research and education in their own archive on the *Oral-History.Digital* platform. In order to protect copy and privacy rights, they grant access only to registered users. The interviews are stored and processed using the server and software services operated by the FUB.

The FUB offers storage space and software services to archive owners and guarantees their operation and maintenance from a technical point of view. FUB acts as a technical service provider and does not undertake any archiving or editorial tasks.

The archive owner grants FUB the necessary processing rights and confirms that these do not conflict with the rights of third parties. Ownership rights and archival responsibilities remain with the archive owner.

In order to provide researchers, teachers, students and other users with controlled access to the protected content of the interview collections, FUB and the archive owner will define appropriate terms of use and, if necessary, jointly process the data of users registered on the platform.

The archive owner and the FUB declare their intention to work together on the *Oral-History.Digital* project in the long term. To this end, additional funding will be sought jointly if necessary.

§ 2 Subject of the Agreement: The Interview Collection

The Archive Owner has recorded interviews and wishes to make them available to scholars and educators by including them in *Oral-History.Digital* and/or making them searchable and discoverable through metadata.

The oh.d contract and these terms and conditions refer to the materials described in Appendix 3, which are derived from the interviews (video and audio recordings, images, transcripts and other documents as well as metadata and indexing data, hereinafter referred to as "interviews").

The interviews are available as audio or video files in standard file formats. Specifications and instructions are available on the website *www.Oral-History.Digital*. The description of the archive in Appendix 3 may be expanded at any time by mutual agreement.

§ 3 Assigned rights

The Archive Owner transfers to the FUB the non-exclusive, temporally and spatially unlimited rights of use to these interviews, insofar as they are required for the processing and preparation in *Oral-History.Digital*.

The interviews may be technically processed, e.g. transcoded, converted, stored or transferred to other work forms, in whole or in part, by the FUB and its agents as part of its software service, insofar as this is necessary for processing and presentation in *Oral-History.Digital*.

For individual tasks, such as software development or media processing, the FUB may also commission external service providers. In doing so, the FUB and the service providers it commissions shall comply with all the technical and organizational security measures prescribed by law or by the relevant regulations of the FUB.

The archive owner does not charge a license fee for the transfer of rights to the extent mentioned above.

§ 4 Import and development

The creation of individual interviews or the import of a large number of interviews and the indexing of their contents are carried out by the Archive Owner and his representatives with the help of the server and software services operated by the FUB. The Archive Owner edits and curates his interviews and metadata in a separate area of the *Oral-History.Digital* software. Standardized options, functions and instructions are available for this purpose.

The Archive Owner is responsible for the accesses set up for him and the processing steps carried out with these accesses. He undertakes to comply with all copyright and data protection regulations and the rules of good scientific practice.

The Archive Owner is aware that *Oral-History.Digital* may also use external software services and servers for certain services such as automatic transcoding, speech recognition, indexing with authority file data or translation. These services will be identified in the software. By using these functions, the Archive Owner consents to the associated processing of his interviews by these external services. The FUB carefully selects the services, but does not assume any responsibility for the external services integrated or recommended in *Oral-History.Digital*.

§ 5 Support

The FUB gives support for using *Oral-History.Digital* within the scope of its possibilities. Therein, the FUB will be supported by the FernUniversität in Hagen, Institut für Geschichte und Biographie, Archiv „Deutsches Gedächtnis“.

Guidelines and instructions explain how to prepare the data for the import of interviews and how to use the software for their indexing and publication. On request, the FUB offers introductory and in-depth training on data formats, workflows and software use at net cost price.

The FUB provides basic support to the agreed extent (see Appendix 2). In the event of technical errors for which FUB is responsible, the necessary support will also be provided. For more intensive support in curating a collection and for elevated support requirements a separate agreement has to be made.

§ 6 Long term storage and backup of the data

In accordance with applicable laws and the FUB's current IT security policy, the FUB will take the necessary technical and organizational measures to ensure the best possible protection of the interviews against data loss or misuse. In particular, it will ensure that only registered users who have been authorized by the Archive Owner for their collection have access to the interviews.

The FUB strives to make the information infrastructure of *Oral-History.Digital* available for long-term use and further indexing of the interviews.

For the purpose of long-term archiving of high quality media files, the Archive Owner can transfer the interviews to the servers of the Bavarian Archive for Speech Signals (BAS) of the LMU Munich, which cooperates with *Oral-History.Digital*, using the software operated by the FUB. In order to use this service, the Archive Owner must conclude a separate agreement with the BAS. The BAS makes the terms and conditions available on its website. The nature and scope of the interviews to be archived must be agreed separately.

§ 7 Availability and discoverability

The Archive Owner makes his interviews available to users in a separate area of the software operated by the FUB.

For this area, the Archive Owner can configure his own info texts, logos, search facets, colors, etc., assign archive-specific user roles and rights, and set up direct access to his collection via an external web address. Standardized options, functions and instructions are available. Additional structures, configurations, programming or certifications are not foreseen and may require a separate agreement.

Using the software, the Archive Owner provides users with individual interviews and parts of interviews for retrieval. The interviews are made discoverable and available in various ways within *Oral-History.Digital*, together with other interviews.

In order to make the interviews findable in the cross-archive search of *Oral-History.Digital*, core metadata of all provided interviews, selected by the archive owner and anonymized if required, will be published permanently and without registration under CC0 or a comparable license. The use of authority file data is aimed for. By separate agreement, this core metadata can also be made available in higher-level directories such as Archivportal-D.

§ 8 User activation

If necessary, the Archive Owner, in agreement with the FUB, will define specific conditions for the use of his collection.

The Archive Owner grants or denies access to the interviews published in his archive to the registered users of *Oral-History.Digital* by means of the software operated by the FUB. The Archive Owner can also decide that his archive of interviews is accessible to all registered users without manual activation. Certain, possibly anonymized metadata of all interviews will be made accessible without registration.

The Archive Owner undertakes to treat the data of registered users made available to him in the context of activation in accordance with the Privacy Policy published on *Oral-History.Digital*. The Archive Owner undertakes to respond to such requests within a reasonable time and to refuse access only in justified cases.

§ 9 Citation requirements

The FUB commits to providing the interviews in *Oral-History.Digital* with an appropriate citation that clearly identifies the Archive Owner. The citation will be based on the information provided by the Archive Owner. The Archive Owner commits to refer to the use of *Oral-History.Digital* in the interviews provided by him and in corresponding publications.

§ 10 Export and release for publication

The Archive Owner can use the software to export multiple interviews or parts of interviews (e.g. transcripts), labelled accordingly, for further machine processing, e.g. for digital humanities or corpus linguistics research projects, and make them available to third parties. Specifications and instructions are available on the website www.Oral-History.Digital. The Archive Owner will inform the FUB of such exports.

The Archive Owner is responsible for the publication of interviews or parts thereof for publication in other media such as television, exhibitions or social media. If revenue is to be generated from the use of the interviews, this will be the subject of a separate agreement.

§ 11 Third-party rights and liability

The Archive Owner confirms that he is authorized to dispose of all the content he has uploaded on *Oral-History.Digital*. He confirms that the processing of the interviews by the FUB to the extent agreed here does not conflict with the rights of any third parties.

The Archive Owner assures that he has complied with and will continue to comply with the legal protection regulations in the collection and processing of any sensitive or particularly sensitive personal data contained in his interviews. He assures that the processing takes place within the framework of the relevant legal norms, e.g. with regard to the research privilege pursuant to Art. 89 GDPR, and that any written or oral declarations of consent of the interviewees and persons involved in the interview (e.g. interviewees, camera operators) do not contradict the processing agreed here. In addition, the Archive Owner confirms that the content submitted does not violate applicable law, international conventions, international law or morality.

FUB is not obliged to check the content for errors or possible violations of the law. The FUB is not responsible for the statements made in the interviews. The archive owner indemnifies the FUB against all claims, damages, expenses and costs (including those necessary for legal defense or legal proceedings) that may arise in this regard.

§ 12 Rights to the software

FUB retains all ownership rights to the software. FUB grants the Archive Owner the non-transferable right to use the software for the purposes of this Agreement without modification.

Future enhancements of the software shall benefit all Archive Owners as far as possible. Their planning and implementation will depend on the availability of funds and will not require coordination with any individual Archive Owner.

Beyond the provisions of the oh.d contract, the FUB does not assume any warranty for software or media errors or undesired functionalities in *Oral-History.Digital*. The FUB is not liable for damages caused by the use of *Oral-History.Digital*.

§ 13 Funding

For the duration of the contract, the Archive Owner will contribute to the costs incurred by the FUB for *Oral-History.Digital* by means of a flat-rate financial contribution linked to the purpose, in accordance with the cost table for the level in question (Appendix 2). If the FUB decides to change the level, the annual amount will be automatically adjusted with the next invoice or, in the case of a one-off payment, the difference will be invoiced in proportion to the duration. In justified exceptional cases, a different arrangement may be agreed upon request.

This contribution may only be used for the purpose specified in this contract. The use of the amounts will be documented and communicated at regular intervals. Adjustments to the contributions will be made after prior consultation and with the agreement of the cooperation partners.

Researchers will not be charged any user fees. An expense allowance may be agreed for any intensive support required, e.g. for special analyses.

§ 14 Termination

The contract can be terminated by either party at the end of the year with six months' notice.

In this case, FUB will export the content posted or edited in *Oral-History.Digital* before deleting it and will send the export file(s) to the Archive Owner. The FUB will inform the users activated for this archive and then delete their user data, unless they are also activated for other archives in oh.d.

If the Archive Owner is no longer able to maintain the interview collection and terminates the oh.d contract, but the interview collection should remain accessible in *Oral-History.Digital*, the FUB will check whether it can continue to maintain the now orphaned interview collection within the scope of its possibilities. This will require a separate agreement. If the Archive Owner or his legal successor cannot be contacted, the FUB can decide at its own discretion whether the interview collection should continue to exist.

§ 15 Mutual information and further co-operation

The processing and provision of interviews will be carried out in close consultation between the parties. The Archive Owner will send a representative to the annual meetings of the Archive Owners. The Archive Owner and the FUB will inform each other of significant events and changes or claims made by third parties in relation to this agreement.

The Archive Owner and the FUB express their intention to continue to use existing synergies and expertise to position themselves jointly in the field of digital oral history and to carry out further projects together. To this end, additional funding opportunities may be sought jointly. The resulting improvements in software and workflows should benefit all Archive Owners wherever possible.