

DELIVERY AGREEMENT

For digital copy delivery from the Netarchive (online archive) of the Royal Danish Library

Between

The Royal Danish Library

CVR no. 28988842

Victor Albecks Vej

8000 Aarhus C

(hereinafter the Library)

and

[Research institution]

[name and title of head of institute]

[Researcher – name]

[Address (research institution)]

[Tel. no. (institution)]

(hereinafter THE APPLICANT)

1. The Parties have entered into this Delivery Agreement for the purpose of THE APPLICANT receiving a digital copy of the material referred to in Appendix 1 from the library's Netarchive (hereinafter the Material).
2. THE APPLICANT can use the Material for the following scientific project:
 - [Project name]
 - [Project description]
 - [References to appendices if any]

(hereinafter the Research Project).

3. The Material is delivered to THE APPLICANT on the basis of Section 16 (3) of the Danish Copyright Act. THE APPLICANT is responsible in every respect for ensuring that the Material cannot be acquired on ordinary commercial terms, including sale online via the internet, either direct from the copyright holder or from an online store. This means that THE APPLICANT is responsible for ensuring that the delivery does not replace purchase of e.g. online licenses to journals or the like, and that the primary purpose of the delivery is to undertake text and data mining in large volumes of material, and not for close reading of individual works.

4. THE APPLICANT will use the following infrastructure for the storage and data processing of the Material:
 - [.]
5. The Research Project will commence on [date] and end on [date].
6. The Material is expected to be ready for delivery on [date]. The Material will be provided as a [file/data structure] on [fileshare/system] to THE APPLICANT. The Library's contact for the delivery is [name, mail, tel].
7. THE APPLICANT's permit to use the Material expires on [date]. THE APPLICANT shall delete all the Material delivered by the Library by that date, in accordance with the Delivery Agreement.
8. THE APPLICANT is responsible for ensuring that the Material is not used in any other context, or for any other use than the Research Project.
9. THE APPLICANT shall credit "Netarkivet, Det Kgl. Bibliotek" (the Netarchive, The Royal Danish Library) as the source of the Material in connection with its Research Project.
10. THE APPLICANT can give personnel assisting THE APPLICANT with the Research Project access to the Material to the same extent as THE APPLICANT itself. THE APPLICANT cannot pass on or share the Material with other persons not assisting THE APPLICANT with the Research Project.
11. THE APPLICANT shall ensure that the Research Project's final product will not enable reproduction of copyright protected content from the Library's Netarchive in any format.
12. THE APPLICANT shall indemnify the Library against any claim or expense related to third party claims that may arise in relation to THE APPLICANT's use of the Material.
13. The Library transfers no copyrights to the Material to THE APPLICANT in connection with the delivery of a digital copy of the Material to THE APPLICANT under the Delivery Agreement.
14. Should the Material contain personal data, THE APPLICANT becomes independently data responsible for the Material after it has been made available. This means that THE APPLICANT is responsible for processing of personal data in the Material fulfilling the rules in the General Data Protection Regulation (GDPR) and other national legislation that supplements the GDPR.
15. Consequently, THE APPLICANT bears the responsibility for ensuring that suitable technical and organisational security precautions are in place to prevent the data being accidentally or illegally disclosed to any unauthorised third party, or in any other manner processed in violation of the GDPR or other national legislation that supplements the GDPR. THE APPLICANT shall ensure that publication of the Research Project's results makes it impossible to identify individual persons, and that personal data will be erased upon conclusion of the Research Project. The researcher shall also vouch that processing of personal data is necessary as part of the Research Project, that personal

data are solely used in connection with the Research Project and that these are not disclosed to a third party.

16. THE APPLICANT shall inform the Library without delay if the preconditions to which THE APPLICANT has received Material according to the Delivery Agreement should change.
17. THE APPLICANT shall pay a fee to the Library for the work related to the delivery of the Material. The fee is stated in Appendix 1. Invoicing will be performed after provision of the Material. Payment terms are 30 days net.
18. The Library cannot warrant that the Material can be used for the Research Project.
19. Any dispute arising from or related to the Delivery Agreement shall be subject to Danish law, with the exception of the choice of applicable law. Such disputes shall be brought before the common Danish courts.
20. All revisions made to this Delivery Agreement require the prior written consent of both parties.

Signatures

For the Royal Danish Library Place: Date: _____ Name: Ditte Laursen Title: Head of Department - Digital Cultural Heritage	For THE APPLICANT - Institution Place: Date: _____ Name: [head of institute] Title:
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For THE APPLICANT - Researcher Place: Date: _____ Name: [the researcher] Title:
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