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1. Legal basis

The Swiss Ornithological Institute actively supports the storage, accessibility and dissemination of digital objects in the spirit of Open Access. Its approach is based on the institute's Open Access policy. The [vogelwarte.ch Open Repository and Archive](#) serves to ensure the long-term and worldwide public access to digital contributions of the Swiss Ornithological Institute, in particular for the purpose of research and education.

2. Purpose

These terms and conditions form the basis for the Swiss Ornithological Institute's services; they provide information on the operation and use of [vogelwarte.ch Open Repository and Archive](#) and specify the terms of use.

3. Platform for vogelwarte.ch Open Repository and Archive

The [vogelwarte.ch Open Repository and Archive](#) is based on the Zenodo platform (www.zenodo.org). The Swiss Ornithological Institute provides access to the repository via the Zenodo platform and uses Zenodo including all of its services in accordance with Zenodo's *Policies* (<https://zenodo.org/policies>) and *Terms of Use* (<https://zenodo.org/terms>). Should the Swiss Ornithological Institute end its collaboration with Zenodo, it will provide an adequate alternative platform for Open Access publications.

4. List of services provided by the Swiss Ornithological Institute

The Swiss Ornithological Institute offers the following services:

- checking metadata, uploading data and publishing documents and research data in the *vogelwarte.ch Open Repository and Archive*;
- clarifying legal aspects in the case of secondary publication in vogelwarte.ch Open Repository and Archive;
- subject indexing and classification;
- maintenance and development of institutional collections;
- training/events on the topic of vogelwarte.ch Open Repository and Archive and Open Access;
- advice and support concerning the publication process and Open Access publishing in particular.

5. Long-term accessibility and preservation of data

The Swiss Ornithological Institute secures the long-term archiving of the digital objects in terms of both data consistency (bitstream preservation) and long-term readability of the archived file formats (format preservation and migration).

1. In accordance with its *Policy*, Zenodo ensures the long-term preservation of data consistency as bitstreams by producing regular backups as well as multiple copies. The Swiss Ornithological Institute assumes no responsibility for archiving data beyond the preservation guaranteed by Zenodo.
2. Regarding the file formats stored in *vogelwarte.ch* Open Repository and Archive, the Swiss Ornithological Institute reserves the right to impose requirements for suitable file formats and to reject documents in formats it deems unsuitable.
3. The Swiss Ornithological Institute reserves the right to convert all files into suitable formats for the purpose of long-term readability without consulting the authors.
4. Write-protected or password-protected files will not be accepted.
5. The Swiss Ornithological Institute assumes no guarantee beyond common technical practices for the long-term readability and usability of data, documents and their content. It will, however, make the greatest effort possible to ensure the future readability of files by means of file migrations and by specifying suitable file formats.

6. Publication provisions

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7. Responsibilities

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2. If the work to be published via *vogelwarte.ch Open Repository and Archive* is not an original work, the Swiss Ornithological Institute will, to the extent this has been agreed on, exercise reasonable care to clarify the formal legal situation regarding a secondary publication via *vogelwarte.ch Open Repository and Archive*. The authors will supply all the information the Swiss Ornithological Institute needs to provide its services in accordance with the law. The Swiss Ornithological Institute will then make the works available to the public immediately or following a required embargo period, or it will reject works unsuitable for publication via *vogelwarte.ch Open Repository and Archive* or request a different version of the work.
3. The works to be deposited and made available to the public may not contain any content that is illegal, offensive, contrary to public order or otherwise objectionable. The content and other content accessible through links to other websites may not violate existing Swiss law; in particular, it may not glorify violence or be racist or pornographic.
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8. Disclaimer

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2. The Swiss Ornithological Institute cannot guarantee the accuracy, completeness and/or quality of the deposited information and content, nor does it necessarily share the views of the authors stated in the published material.

9. Final provisions

1. The Swiss Ornithological Institute has the right to change these terms and conditions. The current and binding version can be viewed on the website of the

Swiss Ornithological Institute. In case of discrepancy between the German and English versions, the German version shall prevail.

2. Zenodo's *Policy* and associated *Terms of Use* are an integral part of these terms and conditions.
3. If any provision or portion of these terms and conditions is held to be invalid or unenforceable, the validity of the remaining provisions shall not in any way be affected. The invalid or unenforceable portions shall be replaced by legally valid terms that as closely as possible reflect the intent of the parties.
4. The place of jurisdiction for disputes that cannot be settled amicably is Lucerne. Swiss law shall apply.

Brought into effect on 14.05.2020 by the institute board of the Swiss Ornithological Institute.