

# General conditions of use



# General conditions of use

**Data Archiving and Networked Services (DANS)**

Postbus 93067 | 2509 AB Den Haag

Anna van Saksenlaan 51 | 2593 HW Den Haag

+31 70 349 44 50

info@dans.knaw.nl | dans.knaw.nl



The person to whom Data Archiving and Networked Services (DANS) makes one or more dataset files available (hereafter 'the user'), declares that he/she is in agreement with the following conditions of use of DANS.

## 1. Bibliographical reference when using data in publications

The user shall always include a bibliographical reference in the research results that he/she publishes, in whichever form, where use is made of digital data originating from one of the datasets of DANS. This applies to datasets in all access categories. The reference at least consists of the following:

- Name (names) of the person(s) and/or organisations who produced the dataset. This is the information mentioned in the description of the dataset, under the tab 'Description' in EASY, in the field 'Creator'. The information contained in this field is copied fully, except the DAI, if present.
- The year in which the dataset has been produced (Year from the field 'Date created' in the description of the dataset in EASY).
- The title of the dataset (field 'Title' in the description of the dataset in EASY).
- The name of the archive in which the dataset is archived: DANS.
- The persistent identifier of the dataset, preceded by 'http://persistent-identifier.nl' (field 'Persistent identifier' in the description of the dataset in EASY).

The format of these fields in the bibliographical reference is: Creator (Year created): Title. DANS. Persistent Identifier. The specific format can be found in 'Cite as' under the tab 'Description' in EASY.

For bibliographical references to digital reports the usual guidelines for citing reports apply (see the Clarification of the General Conditions of DANS).

## 2. Distribution or disclosure of the dataset

The user shall respect any copyright and/or database and/or neighbouring rights associated with the dataset. Before distributing or disclosing *the entire dataset or substantial parts thereof*, the user shall first obtain permission from the holder of the rights to the dataset, i.e. the person(s) and/or institution(s) referred to in the dataset description in EASY ("Description" tab) under "Rights holder" or, if this field is missing, under "Creator".

For datasets in the *Open Access (CC0 Waiver)* category, no permission for distribution or disclosure has to be requested.

## 3. Other references when distributing or disclosing data

Next to the bibliographical reference referred to in Article 1 above, when distributing or disclosing *the entire dataset or substantial parts thereof* in the manner described in Article 2 above after having obtained permission from those entitled to the dataset, the user shall always state or declare:

- the name of the holder of the rights to the dataset;

- that the holder of these rights has authorised the distribution of the data;
- that redistribution by third parties is not allowed without express permission of the holder of the rights to the dataset.

#### 4. Publications

The user must provide DANS with the bibliographical details of all printed or digital publications that contain data from a DANS dataset and are not available via the Internet. Issues with an internationally recognised standard identification number, such as ISBN, ISSN or DOI are understood as publications. If the publication is available via the Internet, the user shall forward the URL to DANS.

#### 5. Personal data protection

Datasets that contain personal information as referred to in the Personal Data Protection Act (Wet Bescherming Persoonsgegevens) may be used only for historical, statistical or scientific research. Persons who use datasets containing personal data are required to comply with the Code of Practice for the use of personal data in scientific and scholarly research (*Gedragcode voor gebruik van persoonsgegevens in wetenschappelijk onderzoek*) published by the VSNU (Association of Universities in the Netherlands). Additional requirements may be set regarding the use of datasets that contain special personal data, such as amongst others, data concerning religion, health or race. This does not alter the fact that the user is at all times responsible for any subsequent processing of particular personal data.

#### 6. Content liability

DANS is in no way whatsoever liable for the content or accompanying documentation of the dataset. DANS is not liable for substantive errors or for incorrect conclusions based on the data. The user is requested, however, to inform DANS of any found errors immediately after discovery of these.

#### 7. Non-compliance with the Conditions of Use

- a. In the case of non-compliance with one of these Conditions of Use, the use of the dataset must be terminated immediately at the initial demand by DANS. DANS reserves the right to, in such an event, to inform the user's employer. In the event of improper use of personal data, DANS also has the right to inform the Dutch Data Protection Authority (*College Bescherming Persoonsgegevens*). These measures do not prejudice the competence of DANS, in the event of non-compliance or insufficient compliance with these Conditions of Use, to bring an action against the user.

b. The user indemnifies DANS against all claims other parties may bring against DANS as a direct or indirect result of the fact that the user has not or has incompletely taken these Conditions of Use into consideration.

## 8. Compelling reasons

In the event of any compelling reasons, such as fraud or a breach of another party's copyright, DANS has the right to prohibit the further use of the dataset by the user.

## 9. Displaying personal data of user

The user agrees that his or her personal data shall be used for internal user research at DANS. On the part of the DANS website that is accessible to registered users, it shall be made known which users (stating name, organisation and position) downloaded which dataset, with the exception of users who have objected to the displaying of their details.

## 10. Applicable law

Dutch law is applicable to these Conditions of Use.

The provisions relating to personal data in these Conditions for Use were registered with the Personal Data Officer (Functionaris voor de Gegevensbescherming) of the Royal Netherlands Academy of the Arts and Sciences on 22 April 2009.



## Data Archiving and Networked Services (DANS)

DANS promotes sustained access to digital research data. For this, DANS encourages scientific researchers to archive and reuse data in a sustained form, for instance via the online archiving system EASY ([easy.dans.knaw.nl](http://easy.dans.knaw.nl)) and DataverseNL ([dataverse.nl](http://dataverse.nl)). With NARCIS ([narcis.nl](http://narcis.nl)), DANS also provides access to thousands of scientific datasets, publications and other research information in the Netherlands. The institute furthermore provides training and consultancy and carries out research on sustained access to digital information. Driven by data, DANS ensures the further improvement of access to digital research data with its services and participation in (inter)national projects and networks. For more information and contact options, please visit [dans.knaw.nl](http://dans.knaw.nl).

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The Netherlands

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DANS is an institute of KNAW and NWO



*Driven by data*