

Clarification of the DANS licence agreement



The information below is a clarification of the licence agreement, which is always entered into with DANS when depositing a dataset in EASY. By indicating that you agree, you accept, as depositor, the provisions of the licence agreement that you enter into with DANS as repository.

This agreement contains the mutual rights and obligations that both you and DANS accept with regard to storage and use of the dataset. The most important points are:

- You grant DANS a non-exclusive licence to store your dataset and to make it available according to the access category indicated by you.
- You declare that you are the person or that you represent the organisation that holds the rights to the dataset and/or are acting with permission from other possible right holders.

Who holds the rights to the dataset, which access categories are available and how your data may be used is explained below. Next, all articles of the agreement will be separately clarified.

Rights to the dataset

At the beginning of the agreement you will find the depositor's data, as recorded when registering for EASY. It is important that the licence agreement is entered into with DANS by the person or the organisation that holds the rights to the dataset.

Who holds the rights to the dataset?

A dataset (a database in legal terms) can be protected by copyright. This is the case when the dataset, or parts of it, are copyrighted, possibly by you or because it contains texts or images that belong to others. This concerns the dataset's content. Here, the rights are in the hands of "the person whose design has been used and under whose management and supervision the work has been realised".

There however do not have to be copyrights on the data, or not any longer. This is, for instance, often the case with government data. If a dataset is not copyrighted, it can still fall under the scope of the Database Act. This is the case when a dataset is an original creation with data that has been arranged and/or combined and/or processed by the researcher in such a way, that it involves a "substantial investment" in time, money or manpower. Here, the rights holder is "the database's producer", namely the one who took the risk of the investment for creating the database.

If the depositor has not the rights to the dataset (according to the Copyright or Database Act), the dataset should be deposited on behalf of the rights holder and the name of that organisation or person should be filled in. If the dataset is deposited on behalf of an organisation, the organisation should be mentioned under *Name*, as well as the person representing this organisation and his/her position. If you deposit your dataset yourself, and not on behalf of an organisation, you should fill in private under *Organisation*.

Choice in EASY access categories

One of the most important parts of the licence agreement with DANS is the *access category* by which you can specify who gets access to your data. Different access categories can be specified for different files *within a dataset*.

DANS supports the *Open Access* movement. This means that DANS stimulates as much as possible research data and publications being made freely available, without any restriction. There can however be substantiated reasons why research data are not, or

not immediately, sunrestrictedly accessible, such as the presence of personal data, a temporary embargo on data due to an impending Ph.D. thesis or other publication, contract obligations with third parties, etc. DANS therefore provides, along with Open Access, the possibility of restricted access to research data (Restricted Access).

EASY offers two Open Access access categories and one Restricted Access category (Restricted Access).

The access categories are:

- *Open Access (CC0 Waiver)*
The dataset is, without any restriction, made available to all EASY users, both registered and unregistered, in accordance with the conditions of the *Creative Commons Zero Waiver*.
Please note that in this case you waive **all** possible rights on the dataset, in particular any possible copyrights and database rights.
- *Open Access for Registered Users*
The dataset is only made available to all registered EASY users. Any existing copyrights and/or database rights are respected. Furthermore, in an activity log kept for each dataset it is recorded by which user it has been downloaded, with the exception of users that wish to remain anonymous. This activity log can be consulted by every registered user in EASY.
- *Restricted Access*
The dataset is only made available to those registered users that have your permission for this. DANS will send you the name of the person that desires access to your dataset by e-mail, and you can subsequently decide if you want to grant this person access. Any existing copyrights and/or database rights are respected. A different arrangement can be applied to archaeological datasets in which, without further consulting the depositor, the access is restricted to Dutch archaeologists.

PLEASE NOTE!

If you have chosen Restricted Access requests for permission to download and use your dataset will be sent to you, more specifically to the e-mail address registered by you. From this it follows that this e-mail address should be as permanent and stable as possible. This should, preferably, for organisations be a durable point of contact, e.g. the information desk. You are urgently requested to modify this e-mail address in the registration data in EASY whenever this might change.

- *Embargo*
Whichever access categories you will choose, you will always have the option of enforcing a **temporary** embargo. This means that no one has access to the data for a period of maximum two years, for instance, due to the fact that in this time period, you want to publish an article based on the data. This two year period is only extendable after consultation with DANS. As soon as the embargo has expired, the access category indicated by you enters into force.

Other access is a special category only intended for datasets that are that are stored at DANS, but not made available via EASY. Please get in contact with DANS when you might opt for this category.

What are users entitled to do with your data?

Datasets for which the Open Access category *Open Access (CC0 Waiver)* has been selected can be downloaded and used by everyone, without any restriction. Datasets for which the access categories *Open Access for Registered Users* or *Restricted Access* have been selected can only be downloaded and used by *registered users*.

When registering, the user must accept the DANS General Conditions. According to these conditions, the user should always respect any **copyrights and/or database and/or neighbouring rights** associated with the dataset. This may be the case with practically all datasets, except those in the *Open Access (CC0 Waiver)* category where all rights have been renounced. It is not allowed to distribute datasets in any of the other access categories by way of the Internet or any other way **without permission of the person or organisation that holds the rights** to the dataset.

What does this mean in practice?

It is always allowed to copy a dataset for your own use or download substantial parts thereof for the purpose of scientific or scholarly research. It is also allowed to cite from the dataset, to a limited degree however, for example by including some data in your own publication, but only in a reasonable quantity and with a bibliographic reference to the dataset. It is, on the contrary, not allowed to distribute the dataset, which means to (re-) publish the dataset as a whole or a large part of it, for example by copying the entire dataset to your own website. If that is what you want, you have to obtain permission from the holder of the rights to the dataset.

Consult for more information on the sometimes complicated legal situation concerning the use of research data and their specific exceptions the [Report on the legal status of research data](#) produced by SURF.

When datasets are used in publications, in which ever form, this should be referred to via a proper **bibliographic reference** as indicated in the General Conditions of Use. This applies to datasets in all access categories, including datasets in the *Open Access (CC0 Waiver)* category.

When having obtained permission of the holder of rights to the dataset to distribute or disclose **the entire dataset or substantial parts thereof** (copying it to another website etc.) you have to mention next to the standard bibliographical reference:

- 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.

Explanation for each article

Article 1

DANS requests a "non-exclusive licence" from you. This means that you deposit your dataset with DANS, whilst retaining all freedom to deposit and/or make accessible your dataset elsewhere.

You give DANS permission to make your dataset available via EASY to registered DANS users, according to the agreed access category (please see above). In accordance with the conditions that the users must accept when registering, these should respect any copyrights and/or database rights on the dataset, in particular when distributing or disclosing it. No user registration is obligatory for using data files in the "*Open Access*" (*CC0 Waiver*) access category and rights on the dataset do not have to be taken care of.

Article 2

DANS assumes that you are entitled to deposit the dataset(s). This means that your dataset, or parts of it, is not copyrighted or does contain copyrights by others. The latter can, for example, occur if your file contains a digital image that is copyrighted by another person or organisation. DANS is not liable for any legal actions or damage resulting from this; you remain responsible for this. To avoid any problems, DANS requests you to contact any owners beforehand if you do not hold the copyright of parts of your dataset.

Article 3

DANS will "to the best of its abilities" sustainably archive the dataset(s) deposited by you, which means maintaining its readability and accessibility for the longer term. DANS will to its best capacities maintain the dataset(s) unaltered and in the original software format. DANS will however have to change the dataset's format and/or functionality, in case the latter is no longer possible due to technical or financial reasons.

Article 4

You remain responsible for your dataset's content. This means that your dataset substantively meets the documentation provided by you and contains no data that violate Dutch law.

Article 5

Once a dataset is deposited, it can generally no longer be removed, even if it later emerges that your dataset contains errors. This is particularly important when others have referred to your dataset in a publication. It is however always possible to deposit new, updated, versions of a dataset. Only in the case of very serious grounds will a dataset be removed by DANS.

Article 6

If your dataset contains personal data, this may under no circumstances be made available via Open Access access categories (please see above). Personal data means: data regarding identified, or identifiable *living* individuals. DANS must of course comply with the Personal Data Protection Act (Wet Bescherming Persoonsgegevens). If your dataset contains personal data, you should first contact DANS. Basically personal data may only be consulted for scientific, statistic or historic research, under certain conditions, unless consent is given by the persons concerned. DANS makes the [Gedragcode voor gebruik van persoonsgegevens in wetenschappelijk onderzoek VSNU](#) (Code of conduct for using personal data in scientific research VNSU) mandatory for data users.

Metadata (description of the dataset) are always freely accessible. If the remaining documentation of your dataset contains documents that are (still) confidential, then these documents must be placed in the Restricted Access category.

Article 7

Registered users are required to cite the following data regarding the dataset in publications for which your dataset has been used (please see the General Conditions of Use, article 1): name of creator, dataset title, creation date, DANS as deposit taker, persistent identifier.

Article 8

After the death of the depositor, or after a dissolution or termination of his/her organisation, DANS shall be entitled "to do whatever it considers reasonable in order to realise its objectives". This means that DANS can take measures to continue the retaining and/or use of the dataset. DANS can however only use this dataset if the agreement has not been terminated, and when no legal successors or other (co-) holders of rights are known at DANS.

Article 9

DANS holds no liability for the complete or partial loss of the dataset, unless of course the damage is a result of gross negligence or intent on the part of DANS.

Article 10

The agreement does not immediately take effect upon depositing, but on the *publication* date by DANS, and remains valid for an indefinite period. If DANS decides not to include the dataset in its data archive, this agreement is dissolved. Upon checking, DANS will let the depositor know whether the dataset has been published, or whether it has not been included in the data archive. Termination of this agreement takes place via written notice of termination, subject to a six month term. Changes in the agreed access category is possible at all times during the agreement's term.

In case DANS ceases to exist or ends its activities in the data archiving field, DANS will try to accommodate the files at an equivalent institution, if possible under the same conditions.