DataverseNL General Terms of use

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1. Acceptance of Terms of Use

The following terms and conditions govern all use of the DataverseNL website (https://dataverse.nl/)(the Site), the DataverseNL demonstration website (https://demo.dataverse.nl) and the services available on or at the Site (taken together, the Service). The Service is operated by Data Archiving and Networked Services (DANS). The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein (Terms of Use) and all other operating rules, policies and procedures that may be published from time to time on this Site by DANS.

You represent and warrant that you are not under any obligation or restriction created by law, contract or otherwise that would prevent you from entering into and fully performing these Terms of Use.

By clicking "I accept" and/or by your use of the Service, you agree and accept all terms in this General Terms of Use, hereafter "Agreement".

2. Modification of Terms of Use

DataverseNL reserves the right to modify or replace any of the Terms of Use at any time. It is your responsibility to check the Agreement periodically for changes. Your continued use of the Service following the posting of any changes to the Agreement constitutes acceptance of those changes.

3. Definitions

Account: A User-controlled means of access to DataverseNL. This can be an institutional account via the Federated login facility of SURFconext, or a local account that is protected by a User-created login username and password, with which Users can obtain access to DataverseNL Dataverse's uploading and downloading functionalities.

Administrator: The User who created, controls and is the main organizer, curator, and manager of a particular dataverse.

Agreement: The General Terms of Use in its entirety.

Author: The person(s) from whom the data within the dataset originated; the person(s) who conducted the research that led to the creation of the dataset. This person can but need not be the same as the Depositor.

Content: Any information, data, text, software, scripts, graphics, and interactive features found on the DANS DataverseNL application.

Curator: A person who can edit License + Terms, edit Permissions, and publish datasets.

Data Use Agreement: This is the restricted data usage license agreement option that DataverseNL offers. If applied to a User Submission, the Data Use Agreement will be a legally-binding license contract between the Depositor and any Downloader of that User Submission.

Data Usage License Agreement: The license agreement between a Depositor and a Downloader governing the limits and restrictions (or lack thereof) of how the downloaded User Submissions can be used.

Dataset: A study, experiment, set of observations, or publication that is uploaded by a User. A dataset can comprise a single file or multiple files.

Dataverse: A virtual container with which to store research data studies (including datasets and other dataverses) that can be customized and managed by its owner.

Depositor: The User who uploads a collection of data files as a dataset to a dataverse on the application.

DANS DataverseNL: The repository application server as a whole, including all Services, Content, and related features.

Metadata: Accompanying information, either in a separate file or otherwise included in the dataset, about a particular dataset or dataverse, including but not limited to Author's name, publishing date, title of data contents, description of contents, and other such related information.

Publish: A function available for User Submissions by which Users can make their dataverse and/or their dataset containing data files publicly available and publicly searchable on DataverseNL search engine and third-party search engines (e.g., NARCIS, Google Search or Bing Search).

Registration Information: Information required to register for an Account, including but not limited to name, email, institution and position.

Restricted User Submissions: Any User Submissions that are published with either Data Use Agreement or with a customized Data Usage License Agreement that the Depositor drafts and/or designates for the Submission.

Service: the DANS DataverseNL application and all of the available services, functions, and capabilities afforded on the application.

Site: the DANS DataverseNL application and server.

Spamming: Any unauthorized or unsolicited advertising, junk or bulk e-mail, messages, comments, or other communications directly or indirectly stemming from use of DataverseNL, including but not limited to comments posted to Author's dataset pages and messages or other communications sent to User's email addresses, accounts, or other means of contact.

Unrestricted User Submissions: Any User Submissions that are published with a default CC0 default public domain dedication waiver agreement.

Use of the Service: Any access to, use of, or other action involving the DANS DataverseNL application's functions, services, resources, and repository of datasets, including but not limited to any uploading, posting, submitting, storing, searching for, downloading, distributing, facilitating distributions, and otherwise utilizing any Content found on the Harvard Dataverse application.

User: Any individual or entity who owns and/or controls a registered account on DANS DataverseNL.

User Submissions: Uploaded dataverses and datasets.

4. Registration

As a condition to using the Service, you may be required to register with DataverseNL. If you are affiliated to a participating institution, you should use the login facility provided by your institution and DataverseNL (Federated Login Facility) and authenticate with your institution. Your institution may authorise your use of DataverseNL and allow you to create a DataverseNL Account. If you are not affiliated with one of the participating institutions, you can create a local Account within DataverseNL. By registering for a local Account with the Service, you must enter your real name and a valid email address. You may in addition register your affiliation, and type of employment with your Account. You shall provide DataverseNL with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your DataverseNL Account. You shall not (i) select or use as a DataverseNL Login Name a name of another person with the intent to impersonate that person; (ii) use as a DataverseNL Login Name a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a DataverseNL Screen Name a name that is otherwise offensive, vulgar or obscene. DANS reserves the right to refuse registration of, or cancel a DataverseNL User Account in its sole discretion. You are solely responsible for activity that occurs on your Account and shall be responsible for maintaining the confidentiality of your DataverseNL and/or institution password. You shall never use another user's Account without such other user's express permission. You will immediately

notify DANS in writing to info@dataverse.nl of any unauthorized use of your Account, or other Account related security breach of which you are aware.

5. User Submissions

Depending on the policies of your institute the Service provides you with the ability to upload, submit, disclose, distribute or otherwise post (hereafter, posting) Content to the Service (User Submissions) and to allow other users to do so.
The Service provides you with the ability to display, organize, and accept Content through creating a Dataverse. For purposes of this Agreement, "Content" includes, without limitation, any information, data, text, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Service.
An important part of the mission of DANS is to acquire and preserve research data and provide access to it. DANS archives the Content at multiple locations. DANS will use good archival practices to retain Content deposited into the Site.

You will be held legally and financially responsible for damages to any of the participants in DataverseNL if Content you contribute violates this Agreement.
The Service gives the Depositor the ability to restrict access to User Submissions to specified Accounts (Restricted User Submissions). All other User Submissions shall be deemed Unrestricted User Submissions. You give permission and any required licenses to DANS to make the Content available for archiving, preservation and access. You represent and warrant you are lawfully entitled and have full authority to license DANS to archive, preserve and give access to the User Submissions in the ways described in this Agreement.
You are solely responsible for the User Submissions you post on or through the Service. DANS does not review or endorse User Submissions and has no control over any User Submission.

DANS has no obligation to monitor the Site, Service, Content, or User Submissions. DANS may remove any User Submission at any time if it does not comply with this Agreement for posting User Content.

6. Rules and Conduct

By posting User Submissions on or at the Site, or otherwise through the Service, to your Dataverse or other Dataverses, or by allowing others to do so, you make the following representations and warranties to DataverseNL:

1. You shall use the Service in agreement with the relevant VSNU and university codes of conduct for scientific integrity and for the use of personal data in research.
2. You shall ensure that Content meets this Agreement and the terms of your institute.

3. You shall, in the event of processing personal data as referred to in the General Data Protection Regulation (GDPR), only include personal data within a data file in a dataset that is subjected to Data Usage License Agreement with appropriate usage requirements. This means that any Content (i.e., Metadata, file names) that becomes public shall not contain personal data, except for personal data necessary for the accountability of the dataset (i.e., the author(s)).
4. You shall not use the Service for any purpose that is prohibited by this Agreement.

You shall not (or permit others to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content that:

1. infringes the copyrights or other intellectual property rights, including, but not limited to any patent (applications), know how, trademark, trade secret, right of publicity or other right of any other person or entity; or
2. is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; or
3. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); or
4. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data or other information of DANS or any third party.
5. imposes or may impose (as determined by DANS in its sole discretion) an unreasonable or disproportionately large load on DANS's (or its third-party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (iii) bypass any measures DataverseNL may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).

You will promptly notify DataverseNL of any confidentiality, privacy or data protection, licensing, or intellectual property issues regarding the User Submissions. You acknowledge that DataverseNL will not be liable for any loss of or damage to the User Submissions, either in whole or in part.

7. Privacy

If you are an Author or Depositor of a Dataset, your name will be part of the metadata of the Dataset. By submitting an access request for a restricted dataset, your name and email address as included in your Account are shared with the Depositor, Curator or Administrator of the dataset. When you want to download files, with or without an account, you may be asked to complete a Guestbook first.

Your data can be shown to the Administrator and Depositor of the relevant Dataset. The information in your Account may be used to contact you with regard to DataverseNL. DataverseNL will not actively distribute or in other ways provide access to your Account information to third parties.

8. Termination

If you wish to terminate your Account, you may notify your institution. For contact information see:https://dans.knaw.nl/en/data-services/dataversenl/institutions/. When You do not comply with the Rules and Conduct of this Agreement, or when your participating institution files a request to do so, DataverseNL may terminate your account and/or your access to all or any part of the Service at any time, with or without notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, warranty disclaimers, indemnity and limitations of liability.

9. No Warranties

The Service (including, without limitation, the Content and the User Submissions) is provided 'as is' and 'as available' and is without warranty of any kind, express or implied, including but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose. DANS makes
no warranties, express or implied, by operation of law or otherwise, regarding or relating to the Service or Content provided.
More specific, DANS does NOT warrant that:

1. the Content or User Submissions are timely, accurate, complete, reliable or correct;
2. the Service will be secure or available at any particular time or location;
3. any defects or errors will be corrected; the Content or User Submissions are free of viruses or other harmful components; or
4. the results of using the Service will meet your requirements. Your use of the Service is solely at your own risk.

10. Limitation of Liability

In no event shall DANS be liable with respect to the Service or any Content or User Submissions (i) for any lost profits or damages of any kind, (ii) for any bugs, software viruses or any other computer codes, files or programs designated or intended to disrupt, damage, limit or interfere with the proper function of the Service, or (iii) for any errors or omissions in any Content or User Submissions

or for any loss or damage of any kind incurred as a result of your use of any Content or User Submission posted, email, transmitted or otherwise made available on or through the Service.

11. Indemnification

You will indemnify and hold DANS harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorneys' fees and court costs, arising from the i) use or misuse of the Service; (ii) your access to the Site, use of the Services, violation of this Agreement by you; or (iii) the infringement by you, or any third party using your Account, of any intellectual property or other right of any person or entity.
Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

12. Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of the Netherlands. Any dispute arising under or in connection with these Terms of Use and which cannot be settled amicably between you and DANS shall be finally settled by the competent courts of Amsterdam.

13. Integration and Severability

The Terms of Use are the entire agreement between you and DANS with respect to the Service and use of this Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and DANS with respect to this Service (but excluding the use of any software which may be subject to a separate end-user license agreement).

14. Miscellaneous

The Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with DANS's prior written consent. DANS may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement of Use and neither party has any authority of any kind to bind the other in any respect. All notices under this Agreement will be in writing.

15. Copyright and Trademark

Notices You acknowledge that the copyright in any additional data added by DANS to the user materials, and any search software, user guides, documentation and any other intellectual property that is prepared by DANS to assist users in using the User Submissions will belong to DANS or the users creating the Content (respectively). You may not use the name "DANS" or “DataverseNL” (as an abbreviation or in full, alone or as part of another name) in advertising or promotional materials without DANS's prior written approval. DataverseNL and Dataverse logo are neither trademarks nor registered trademarks of DANS.