

## General terms of use for 4TU.Centre for Research Data

Please read these General Terms of Use carefully before accessing 4TU.ResearchData. By accessing the 4TU.ResearchData data archive, you accept, without limitation or qualification, these General Terms of Use. In summary, these terms specify that, when re-using the data, you will clearly state the name(s) of the original author(s) and that you will not use the data for commercial purposes.

### 1. Clear acknowledgement of sources

The user shall always include an acknowledgement of sources, or citation, in the research results that he/she publishes where use is made of digital data originating from one of the datasets of 4TU.ResearchData. Citations are placed both in the text and in an organized list at the end of the text.

### 2. Citing and referencing

4TU.ResearchData recommends using the DataCite method for citing datasets. Where you mention the data, reference the source as you would for a printed publication.

The following is the recommended format for rendering a DataCite format citation: Creator (PublicationYear): Title. Publisher. Identifier.

DataCite recommends that DOI names are displayed as linkable, permanent URLs.

4TU.ResearchData is providing a full citation for each dataset which you can easily paste into your own document, for example:

Wols, B.A. (2010) CFD in drinking water treatment. Delft University of Technology. Dataset.  
<http://dx.doi.org/10.4121/uuid:c1ac7344-1419-4398-ba13-c757551c303f>

Mention that the dataset originates from 4TU.ResearchData is appreciated but not mandatory.

### 3. Publications

The user must provide 4TU.ResearchData with the bibliographic details of all printed or digital publications that contain data from, or are based on, data collections from 4TU.ResearchData.

### 4. Distribution of the dataset

a. When distributing part or all of the dataset to third parties, the data user should at all times acknowledge the source referred to in Article 1, mentioning at least the rights-holder to the dataset. The rights-holder to the dataset is the person and/or organization mentioned in the description of the dataset as "Creator". It should also be stated that any subsequent distribution by third parties must include this acknowledgement of the source.

b. The user is allowed to remix, transform or build upon the data, but only for non-commercial purposes.

### 5. Copyright policy

The user should respect any copyright related to datasets, in particular when distributing or republishing datasets. If necessary, the user should contact the creator or rights-holder to the dataset in order to discuss the reuse of the data mentioned under Article 1 and 2 regarding this matter.

#### **6. Metadata policy for information describing datasets**

The metadata may be re-used in any medium without prior permission for not for-profit purposes and re-sold commercially provided the DOI or a link to the original metadata record are given.

#### **7. 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 Conduct for the Use of Personal Data in Scientific Research (*Gedragscode voor gebruik van persoonsgegevens in wetenschappelijk onderzoek*) published by the VSNU (Association of Universities in the Netherlands).

#### **8. Content liability**

4TU.ResearchData is in no way whatsoever liable for the content or accompanying documentation of the dataset. 4TU.ResearchData is not liable for substantive errors or for incorrect conclusions based on the data. The user is requested, however, to inform 4TU.ResearchData of any found errors immediately after discovery of these.

#### **9. Non-compliance with the General Terms of Use**

a. In the case of non-compliance with one of these General Terms of Use, the use of the dataset must be terminated immediately at the initial demand by 4TU.ResearchData. 4TU.ResearchData reserves the right to, in such an event, to inform the user's employer. In the event of improper use of personal data, 4TU.ResearchData also has the right to inform the Dutch Data Protection Authority (*College Bescherming Persoonsgegevens*).

b. The user indemnifies 4TU.ResearchData against all claims other parties may bring against 4TU.ResearchData as a direct or indirect result of the fact that the user has not or has incompletely taken these General Terms of Use into consideration.

#### **10. Compelling reasons**

In the event of any compelling reasons, such as fraud or a breach of another party's copyright, 4TU.ResearchData has the right to prohibit the further use of the dataset by the user.

#### **11. Displaying registration data of user**

A part of the 4TU.ResearchData datasets is only accessible for downloading to registered users. The user agrees that his or her registration data may be held for validation and statistical purposes and to manage the service.

#### **12. Applicable law**

Dutch law is applicable to these General Terms of Use.

#### **13. Modification of the General Terms of Use**

4TU.ResearchData maintains the right to adjust or change these General Terms of Use at any time without notice to users. You should regularly check this policy to review the current Terms of Use.