

## Terms of Use

**N.B. Please read these terms carefully before using this website.**

### Acceptance of Terms of Use

This document (together with the documents referred to in it) outlines the terms of use with which you make use of our website <https://data.4tu.nl> (our Site), and the services available on or at the site (taken together, the Repository).

These terms of use refer to the following additional terms, which also apply to your use of the Site:

- The [Privacy Policy](#) sets out the terms on which any personal data collected from you, or provided by you, is processed. By using this Site, you consent to such processing and you warrant that all data provided by you is accurate.
- The [Cookie Policy](#) sets out information about the cookies on this Site.

Use of our Site includes accessing and browsing our site, as well as uploading and downloading datasets. We do not guarantee that our Site, or any content on it, will be free from errors or omissions.

By using our Site, you confirm that you accept these Terms of Use and that you agree to comply with them.

The Repository is operated by the TU Delft Library on behalf of the [4TU.ResearchData Consortium](#).

### Depositing datasets

The Repository provides you with the ability to upload and publish your datasets.

For purposes of the Terms of Use, "Dataset" includes, without limitation, any information, data, text, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Repository.

An important part of the mission of 4TU.ResearchData is to publish, preserve and provide access to datasets.

4TU.ResearchData will adhere to good archival practices to retain datasets deposited into the Site. Notwithstanding, you acknowledge that 4TU.ResearchData will not be liable for any loss of or damage to the deposited datasets, either in whole or in part.

Those submitting datasets to the Repository (“Depositors”) are responsible for the content and the quality of submitted files, including ensuring that if the dataset contains material for which the Depositor does not hold copyright, and that exceeds fair dealing permitted by law, the Depositor will have obtained the permission of the copyright owner to grant 4TU.ResearchData the rights required to make these dataset available by the Repository, and that such third party-owned material is clearly identified and acknowledged within the text or content of the dataset.

Depositors are responsible for ensuring that any dataset submitted to the Repository is compiled with due observance of the Netherlands Code of Conduct for Research Integrity, the General Data Protection Regulation (GDPR) and other applicable laws and regulations.

If the Depositor has applied the restricted access category “Confidential” to their dataset, the Depositor will receive permission requests for the dataset at the email address specified in the account.

4TU.ResearchData may remove any deposited dataset at any time if it does not comply with the terms of use.

By submitting content to the Repository, Depositors are offered a choice of licences they may wish to attach to their dataset and must be willing and able to grant 4TU.ResearchData the right to preserve and distribute their dataset via the Repository (see the [Deposit Agreement](#)).

## Using datasets

Datasets are made available in the Repository on terms agreed with Depositors. This informs the end Users about terms and conditions they need to abide with when using the dataset, e.g. the terms of a specific Creative Commons Licence.

Download and use of content from the Repository does not transfer any intellectual property rights in the content to the User.

To ensure licence compliance and good research practice, datasets need to be properly acknowledged, including citing their author/s and full bibliographical details in the suggested form: Creator (PublicationYear): Title. Publisher. Identifier.

DOI names should be displayed as linkable, permanent URLs.

(e.g. <https://doi.org/10.4121/uuid:8708efa0-2714-467a-a95c-bbdc1127b513>)

Users and Depositors may not use the Repository (i) in any unlawful manner; or (ii) in any manner that would impair 4TU.ResearchData’s services to others or compromise the security or functionality of the Repository.

4TU.ResearchData is NOT responsible for the uses of published datasets by Users, including those who view and download datasets through the Repository.

## Metadata policy for information describing datasets

Unless specified otherwise, metadata may be freely reused under the [CC0 waiver](#).

## Content liability

4TU.ResearchData is not 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.

## Withdrawal of datasets

Those who wish to see datasets in the Repository taken down, either for copyright infringement, because of privacy concerns, or for other legitimate cause, should contact [researchdata@4tu.nl](mailto:researchdata@4tu.nl) and provide the following:

- your contact details;
- sufficient information, including full URL, needed to identify the relevant item/s;
- the nature of your complaint, and reason for filing it;
- if your complaint or request relates to copyright or related rights, confirmation that you are the rights holder or affected subject, or an authorised representative of the rights holder or affected subject.

Notwithstanding the foregoing, 4TU.ResearchData reserves the right to temporarily or permanently remove any Dataset at any time if 4TU.ResearchData determines in its sole discretion that the Dataset is inappropriate (e.g. containing sensitive personal data, special categories of personal data, information infringing or otherwise illegal or confidential material). However, 4TU.ResearchData shall not be responsible for screening Datasets prior to or after its publication for such issues. 4TU.ResearchData will attempt to notify the Depositor if a Dataset is rejected or removed.

## Non-compliance with the Terms of Use

- a. In the case of non-compliance with one of these Terms of Use, the use of the dataset must be terminated immediately at the initial demand by 4TU.ResearchData.
- 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 Terms of Use into consideration.

## Changes to these terms

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

## Applicable law

Dutch law is applicable to these Terms of Use.

## Contact us

If you have any questions or comments, or if you are unsure whether your intended use is in line with these Terms of Use, or if you seek permission for a use that does not fall within these Terms of Use, please contact us at [researchdata@4tu.nl](mailto:researchdata@4tu.nl).