



DANS: Conditions of Use

The person to whom DANS makes data available (hereafter 'the Data User'), declares that he/she is in agreement with the following conditions. The use of data by the Data User is strictly subject to these conditions.

GENERAL CONDITIONS OF USE FOR DANS

1. Citation

Publications in which data from a DANS dataset have been used must contain an acknowledgement that includes the following information:

- The source of the data (the data used are from a dataset deposited with DANS) and the identifier under which the data are archived (= ID number stated in the dataset documentation).
- Name(s) of the person(s) who produced the dataset, and in any case the name(s) of the person(s) who, pursuant to the Databases act (*Databankenwet*) or the Copyright Act (*Auteurswet*), hold(s) the rights to the dataset. This is the name given for "Creator" in the dataset documentation.
- The title of the dataset.
- The date on which the dataset was created (= data collection period, as stated in the dataset documentation).

2. Publications

The Data User must provide DANS with the bibliographical details (including at least the standard identification numbers such as ISBN, ISSN or DOI, if available) of all printed or digital publications that contain data from a DANS dataset and are not available via the Internet. If the publication is available via the Internet, the Data User must inform DANS of the URL.

3. New version

In the event that the Data User adds to or amends a dataset, thereby creating a new version or a new dataset, the Data User undertakes to deposit the new version and/or new dataset with DANS by depositing it in DANS EASY.

4. Disclosure of personal details

The Data User hereby consents to the disclosure of his/her personal details for the purpose of user research carried out internally by DANS. In addition, the Data User hereby gives permission for the data that he/she provided for registration purposes to be displayed, for each dataset that he/she copies (downloads) to his/her computer, in the section of the DANS website that is accessible to registered users. This relates to information in the 'Name', 'Organisation' and 'Position' fields. The DANS Privacy Regulations (available on the homepage of the DANS website) describe the manner in which DANS processes the personal data in its possession.



5. Distribution of datasets

Datasets may be copied for personal use only. Datasets must not be sold or used for commercial purposes.

6. Personal data protection

Datasets that contain personal information as referred to in the Personal Data Protection Act (*Wet Bescherming Persoonsdata*) 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).

The Data User is required to treat personal data as confidential at all times.

7. Copyright of third parties

If datasets or parts thereof are protected by copyright or other exclusive rights assigned to parties other than the depositor(s) of the dataset, the Data User shall not disclose any of the information in that dataset without the explicit permission of DANS and/or the depositor.

8. Liability with regard to data

DANS accepts no liability for the content of the dataset it makes available. DANS accepts no liability for errors or inaccuracies in the data it makes available or in the documentation relating to that data. Data Users are asked to notify DANS of any errors they discover.

9. Liability with regard to publications

DANS accepts no liability or responsibility for the content of publications for which data from a DANS dataset have been used.

10. Non-compliance with the Conditions of Use

a. In the event of non-compliance with these Conditions of Use, the use of the dataset must be terminated immediately at the demand of DANS. DANS reserves the right to inform the user's employer and/or that person by whom the user is being supervised. DANS also reserves the right to inform the Dutch Data Protection Authority of any improper use of personal data. These measures also empower DANS to address the user in person in the event of non-compliance with these Conditions of Use.

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 .

11. Applicable law

Dutch law is applicable to this user agreement and these Conditions of Use.