



## DANS Licence

*Effective from 9 January 2020*

This licence sets out the conditions for using datasets to which the access categories "Open access for registered users" and "Restricted access" apply.

Anyone to whom DANS, on behalf of the holder of the rights to the dataset, makes one or more files of a dataset available (hereinafter referred to as the "User"), agrees to the following conditions. Acceptance of the conditions establishes an agreement between DANS and the User.

### 1. Responsible use

The User will act in accordance with the Netherlands Code of Conduct for Research Integrity, the GDPR and other applicable laws and regulations.

### 2. Citing the dataset

The User will always cite the dataset in the research results they publish, in whatever form, when it has been used in the research.

This source reference will at least consist of:

- The names and/or organisations of the producers of the dataset;
- The year in which the dataset was produced;
- The title of the dataset;
- The name of organisation managing the archive in which the dataset is stored: DANS;
- The persistent identifier of the dataset as a full URL.

For example:

Doorn, dr P.K.; Bommeljé, drs L.S.; Vroom, dr J.A.C.; Wijngaarden, drs H. van; Bommeljé, drs Y.B. (1990): *The Aetolian Studies Project*. DANS.  
<https://doi.org/10.17026/dans-xxu-6utq>

### 3. Distribution or disclosure of the dataset

The User shall respect all intellectual property rights to the dataset, such as copyrights, database and/or neighbouring rights.

For distribution or disclosure of the entire dataset or of substantial parts thereof, the User must first request permission from the holder of the rights to the dataset. This is the person(s) and/or institution(s) listed in the "Rights holder" metadata field of the dataset. If no holder is listed in this field, the User must contact the person(s) and/or organisation of the person(s) who produced the dataset.

### 4. Statement when distributing or disclosing the dataset

When distributing or disclosing the entire dataset or substantial parts of it, in the



manner described in Article 2 of this DANS Licence and with the permission of the rights holder, the User shall, in addition to the acknowledgement referred to in Article 2, declare at all times:

- the name of the dataset rights holder;
- that this rights holder has granted permission for the distribution;
- that further distribution by third parties is not permitted without the consent of the dataset rights holder.

## 5. Publications

The User will inform DANS of the publications for which the dataset has been used. In this context, publications are defined as publications with an internationally recognized standard identification number, such as ISBN, ISSN or DOI. If a publication is available on the internet, the User will pass on the URL to DANS. If a publication is not available on the internet (via an URL), the User will pass on the source reference to DANS.

## 6. Personal data

The User will always be responsible for the processing of personal data made available within the meaning of the GDPR and any other relevant privacy legislation, as well as for complying with any conditions set by the depositor.

## 7. Liability for content

DANS shall in no way be liable for the contents or accompanying documentation of the dataset, including infringements of privacy rights within the meaning of the GDPR, unless in the event of intent or gross negligence on the part of DANS. The User is requested to inform DANS of any inaccuracies found as soon as possible after their discovery.

Neither DANS nor the depositor provide any guarantee that a dataset made available will meet the research objectives of the User. Neither DANS nor the depositor are liable for conclusions based on the dataset.

## 8. Non-compliance with licence conditions

- a. If the licence conditions are not complied with, the use of the dataset must immediately be discontinued upon DANS's first request. DANS reserves the right to inform the User's employer. In the event of unlawful use of personal data, DANS has the right to inform the Data Protection Authority as well. These measures are without prejudice to the authority of DANS to hold the User to account in court in the event of non-compliance or insufficient compliance with this licence.
- b. If the licence conditions are not complied with, the User's access to datasets other than that of the rights holder will be suspended until the issue has been resolved in consultation with the User, their employer and the rights holder (where applicable).
- c. The User will indemnify DANS against all claims by third parties which are directly or indirectly related to the use of a dataset made available.

## 9. Compelling reasons

For compelling reasons, such as, but not limited to, an infringement of other



people's copyright or an infringement of the Code of Conduct for Research Integrity, DANS has the right to order the User to stop using the dataset.

## **10. Changes to the agreement**

DANS reserves the right to unilaterally change this agreement. In the event of substantial changes, DANS will inform the User, through EASY or by other means, before the new conditions take effect, so that the User has the opportunity to become aware of the changes. If the User does not accept the changes, the User must stop using the dataset(s) and delete any downloaded files. By continuing to use the dataset(s) after the changes have taken effect, the User accepts the updated conditions.

## **11. Applicable law**

- a. This licence is governed by Dutch law.
- b. Disputes that cannot be resolved amicably will be submitted to the competent court in the Amsterdam district.