

General Terms of Use

Any person who is granted access to one or more files of a KNAW Meertens Institute data set – hereinafter referred to as ‘the user’ – agrees to the following general terms of use, stipulated by the KNAW Meertens Institute.

1. Bibliographic reference when using data in publications

The user will at all times add a bibliographic reference to the research results he/she publishes (in whichever form) if digital data from one of the KNAW Meertens Institute data sets were used. Such reference must include at least:

The name(s) and/or organisation of the creator(s) of the data set.

The year the data set was created.

The title of the data set.

The name of the archive where the data set is housed: the KNAW Meertens Institute.

2. Distribution or publication of the data set

The user must observe any copyright, database rights, and/or related rights pertaining to the data set. If the user wishes to distribute or publish the *entire data set or substantial parts of it*, he/she must obtain prior permission from the proprietor of the data set. Data sets included in the *Open Access (CC-Zero Waiver)* category do not require permission for distribution or publication.

3. Acknowledgement when distributing or publishing data

If the *entire data set or substantial parts of it* are distributed or published by the user (as described in article 2 of these terms, and with permission obtained from the proprietor), he/she must not only include the bibliographic reference mentioned in article 1, but also indicate, at all times:

the name of the proprietor of the data set,

that said proprietor authorised the aforementioned distribution, and

that any further distribution by third parties is not permitted without the consent of the proprietor of the data set.

4. Publications

The user will provide the KNAW Meertens Institute with the bibliographic data of every printed or digital publication unavailable on the Internet that drew upon data from one of the KNAW Meertens Institute data sets. In the present context, publications are understood to mean issues possessing an internationally recognised standard identification number, such as ISBN, ISSN, or DOI. If the publication is available on the Internet, the user will communicate its URL to the KNAW Meertens Institute.

5. Personal data protection

Data sets containing personal data as defined in the Dutch Personal Data Protection Act (Wbp) and the General Data Protection Regulation (AVG or GDPR) may only be used for the purpose of scholarly, statistical, or historical research. The KNAW Meertens Institute obliges users of data sets containing personal data to follow a method as described in the *Code of conduct for use of personal data in research* of the Dutch Association of Universities (VSNU). Additional requirements may be put in place regarding the use of data sets containing particular personal data, such as data concerning religion, health, or race. At all times, the user remains responsible for the correct and lawful processing of particular personal data, in accordance with applicable regulations.

6. Content liability

The KNAW Meertens Institute is not liable in any way for the content of data sets, nor for any associated documentation. The KNAW Meertens Institute is not liable for content errors, nor for any erroneous conclusions drawn on the basis of the data. The user is requested to report in writing to the KNAW Meertens Institute any inaccuracies he/she may encounter, immediately upon discovery.

7. Non-compliance with the terms of use

- a. In case of non-compliance with these terms of use, the use of the dataset must be suspended immediately, upon first demand of the KNAW Meertens Institute. In such situations, the KNAW Meertens Institute reserves the right to inform the user's employer. In case of improper use of personal data, the KNAW Meertens Institute has the right to also inform the Dutch Data Protection Authority (AP/Dutch DPA). Regardless of aforesaid measures, the KNAW Meertens Institute is entitled to (legally) call to account the user personally in case of non- or insufficient compliance with these terms of use.
- b. The user shall indemnify the KNAW Meertens Institute against any possible third-party claims that are directly or indirectly connected to the user's non- or insufficient compliance with these terms of use.

8. Compelling reasons

Should there be any compelling reasons present, such as copyright breach (e.g. plagiarism) or fraud by the user, the KNAW Meertens Institute has the right to deny him/her further usage of the data set.

9. Display of user data

The user agrees to the use of his or her personal data for internal user research purposes by the KNAW Meertens Institute.

10. Applicable law

Dutch law applies to these terms of use. In the event of a dispute, the court in Amsterdam is authorised to take cognisance of this dispute.

11. Amendment

The KNAW Meertens Institute is entitled to amend the terms of use unilaterally.