

# **RDX Contract**

*Effective from May 2021*

This contract sets out the conditions for using datasets to which the access category “Access through RDX” applies.

Anyone to whom RDX, 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 RDX 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 organizations of the producers of the dataset;
- The year in which the dataset was produced;
- The title of the dataset;
- The name of organization managing the archive in which the dataset is stored: Figshare;
- 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*. Figshare. <https://doi.org/10.17026/figshare-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 neighboring 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 organization 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 RDX Contract 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 RDX 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 RDX. If a publication is not available on the internet (via an URL), the User will pass on the source reference to RDX.

## **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**

RDX 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 RDX. The User is requested to inform RDX of any inaccuracies found as soon as possible after their discovery.

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

## **8. Non-compliance with contract conditions**

1. If the contract conditions are not complied with, the use of the dataset must immediately be discontinued upon RDX's first request. RDX reserves the right to inform the User's employer. In the event of unlawful use of personal data, RDX has the right to inform the Data Protection Authority as well. These measures are without prejudice to the authority of RDX to hold the User to account in court in the event of non-compliance or insufficient compliance with this contract.
2. If the contract 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).
3. The User will indemnify RDX 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, RDX has the right to order the User to stop using the dataset.

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

RDX reserves the right to unilaterally change this agreement. In the event of substantial changes, RDX will inform the User, 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**

1. This contract is governed by Dutch law.
2. Disputes that cannot be resolved amicably will be submitted to the competent court in the Amsterdam district.