

Datum 2024-04-09
Onze referentie DG.24.45
Onderwerp
Nikhef IDR Deposition Policy

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Nikhef is a partnership between the Institutes Organisation of NWO (NWO-I) and six universities: Maastricht University, Radboud University, University of Amsterdam, University of Groningen, Utrecht University and VU University Amsterdam

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Nikhef Institutional Data Repository Deposition Policy

Home-organisation Archival Data Repository Of Nikhef (HADRON)

The Nikhef Institutional Repository (“HADRON”) service provides long-term preservation and curation of digital artefacts, and access to these artefacts from without and outside Nikhef and its collaborations and partnerships. Contents of the HADRON service are intended to be openly findable and accessible – subject to configured access controls and a managed review and release process.

By depositing artefacts, such as datasets and software, in the HADRON service, you support open science and our Nikhef mission – making you data knowingly accessible for future research, collaboration, and sharing. Thank you!

At the same time, you will be granting us some rights and indemnities in order for us to preserve, manage, and disseminate the data submitted to the service.

Please read this policy carefully: by using the HADRON Repository, you agree to abide by its terms and conditions. These terms and conditions augment the Nikhef Acceptable Use Policy that applies to all use of digital services by Nikhef (<https://www.nikhef.nl/aup/>).

To operate the service, Nikhef will be managing your data in the repository and on its digital infrastructure. By depositing artefacts in the *Repository*, *You* acknowledge and accept that

- Nikhef will store, copy and modify the digital artefacts, without changing the content, to ensure that it can be preserved and made available in the future;
- Nikhef will disseminate the contents of your submissions, under the access conditions and use specified by *You* at the time of deposit, or under such conditions as revised at a later date by the owner of the intellectual rights to the artefacts; and
- *You* grant to each and all legal entities that are members of the Nikhef partnership a non-exclusive, royalty-free, world-wide, and perpetual license to store, copy, modify, and make public the artefacts and their associated meta-data. This does not prevent *You* exercising any rights you might have to distribute or publish the artefacts elsewhere.

A copy of this Deposition Policy is made available to *You* at time of creation of new artefacts, at which time *You* must accept all terms and conditions that this policy implies. *You* are not entitled to use the service to deposit artefacts, enter metadata, assign identifiers, or otherwise change the persistent state of the repository unless *you* agree to this Deposition Policy. Use of the repository implies acceptance of this Deposition Policy in good faith.

Definitions and Terms

Repository: the service, its service components, any supporting assets, and the legal entity or entities of Nikhef under whose responsibility the service comes, and into which artefacts are deposited, stored and managed.

Datum 2024-04-09
Onze referentie DG.24.45

Metadata Record: a structured description of an artefact, including information about licensing and conditions of access to the data. Metadata records can refer to artefacts held in the Repository or elsewhere, be it current, in the future, or in the past.

Identifier: a unique and non-reassigned string associated with an artefact or *Metadata Record*.

1. Deposition

By depositing an artefact in the *Repository*, by creating a *Metadata Record*, or requesting the assignment of an *Identifier*,

- 1.1 You grant the *Repository* a non-exclusive, royalty-free, world-wide, and perpetual license for the deposited digital artefacts and associated *Metadata Record*, hereafter referred to as 'artefacts'.
- 1.2 You confirm that the *Repository* is authorised to include the artefact in its digital archival system. You confirm that the *Repository* shall have the right to transfer, copy, store, and replicate the artefacts through any method and in any form.
- 1.3 You confirm that the *Repository* is authorised to make the artefacts (or substantial parts thereof) available to third parties by means of online transmission. In addition, the *Repository* has the right, on the instruction of third parties or otherwise, to make a copy of the artefacts or to grant third parties permission to download a copy. Such copies and granted permissions are subject to the terms as specified in section 3 "Availability to Third Parties".
- 1.4 You grant an *a-priori* CC0 waiver¹ for the content of the *Metadata Record* you create in the *Repository*, including to any revisions and modifications made after deposition.
- 1.5 You declare to be the holder of rights to the artefacts, or the only holder of rights to the artefacts, under the Database Act (Databankenwet) and where relevant the Copyright Act (Auteurswet) or otherwise, and/or are entitled to act in the present matter with the permission of other parties that hold rights.
- 1.6 By depositing this artefact in the *Repository*, You do not transfer ownership. You retain the right to deposit the artefacts elsewhere in its present or future version(s). You and co-investigators assert and retain any moral rights in the artefacts, including the right to be acknowledged.
- 1.7 You confirm that the artefacts does not breach any law, and You indemnify the *Repository* against all claims made by other parties against the *Repository* with regard to the artefacts, the transfer of the artefacts, and the form and/or content of the artefacts.
- 1.8 You confirm that the artefacts do not violate or infringe any copyright, trademark, patent or intellectual property right whatsoever of any person(s) or organisation, and that if the artefact contains any material in which one or more third parties hold rights, You have written permission from the rights-holder(s) to include such material in the artefacts, and the use of the material does not impact on any contractual arrangements with those third parties.
- 1.9 You provide sufficient metadata to ensure that the artefacts are discoverable and sufficient explanatory documentation to ensure that the artefacts are understandable.

Pagina 2 / 5

¹ Creative Common CC0 "public domain" waiver: <https://creativecommons.org/publicdomain/zero/1.0/>

Datum 2024-04-09
Onze referentie DG.24.45

- 1.10. *You* confirm that this artefact 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.
- 1.11. *You* confirm that the artefacts, metadata and file names do not contain any sensitive personal data or special categories of personal data within the meaning of the GDPR. In addition, *You* confirm that the artefacts also do not contain pseudonymised data within the meaning of the GDPR.
- 1.12. In case of any restriction to the artefacts, *You* have specified any embargo period(s)/date(s) or other restrictions to access which apply to the artefacts.
- 1.13. If there is any access restriction by the general public to the artefacts, *You* will notify the nature of this restriction when depositing the artefacts in the *Repository*.

2. Permissions granted to the Repository

The *Repository* shall

- 2.1. Make the artefacts available to third parties without charge under the access conditions and use specified by *You* at the time of deposit. The *Repository* may provide a limitative list of access restrictions options that can be applied to artefacts and *Metadata Records*.
- 2.2. Make freely available online a *Metadata Record* describing the artefacts, which may be stored, copied and disseminated without restriction and free of charge.
- 2.3. Assign to any confirmed artefact held in the *Repository* an *Identifier* that will enable permanent persistent linking to the *Metadata Record*.
- 2.4. Ensure – to the best of its ability and resources – that the deposited artefacts are archived in a sustainable manner and remains legible and accessible.
- 2.5. The *Repository* shall, as far as possible, preserve the artefacts unchanged in their original digital format, taking account of current technology and the costs of implementation. The *Repository* has the right to modify the format and/or functionality of the artefacts, if this is necessary in order to facilitate the digital sustainability, distribution or re-use of the artefacts.
- 2.6. If the artefact has been assigned a restricted access, the *Repository* shall, to the best of its ability and resources, ensure that effective technical and other measures are in place to prevent unauthorised third parties from accessing and/or consulting substantial parts of the underlying artefacts. These access restrictions shall not apply to *Metadata Records* unless specifically agreed otherwise.

Additionally, the *Repository* may

- 2.7. At any time, migrate the artefacts to another repository, which (for the avoidance of doubt) may be controlled by a person other than the *Repository*, on condition that all metadata are migrated with the artefacts and that the new repository shall continue to grant access to the artefacts on the same terms as set out in this Policy and no charge for use of the artefacts will be levied by the destination repository.
- 2.8. update, revise, or otherwise augment the access conditions, at time of submission or at a later date, if so instructed by the owner of the intellectual rights to the artefacts (for the avoidance of doubt: this is typically your supervisor, line manager, or project leader in case of Nikhef staff and students).

Datum 2024-04-09
Onze referentie DG.24.45

Pagina 4 / 5

3. Availability of artefacts

- 3.1 With the exception of artefacts to which restricted access applies, all artefacts may be directly accessible to third parties. Third parties do not have to register with the *Repository*. The artefacts may be placed in the public domain or made available under a suitable license.
- 3.2 Use of the *Repository* by third parties is subject to the Nikhef Acceptable Use Policy², which is provided to third parties when accessing the *Repository*.
- 3.3 If *You* and the *Repository* agree on restricting access to the artefacts, the following shall apply:
 - 3.3.1 The *Repository* will only make the files in the artefacts available to users who have submitted a permission request for access to the artefacts and who have subsequently been granted such permission by *You*.
 - 3.3.2 *You* may grant access to files and artefacts through collaborations defined in the federated identity management system through which access to the *Repository* is provided. In those cases, *You* are yourself responsible for controlling access to artifact files.
 - 3.3.3 *You* will ensure the availability of a stable email address and check it regularly so that permission requests can be processed within a reasonable period of time.
 - 3.3.4 The *Repository* will facilitate consultations between *You* and the user who wants to use an artefact, but cannot be held responsible for *Your* decision whether or not to make the artefact available, nor for any conditions under which this is done.
- 3.4 If the access restrictions on the artefact are solely time-period based, after this period has expired, the artefacts will be made freely available and the public-domain declaration or license will automatically take effect.
- 3.5 Contrary to the above, the *Repository* may make the artefacts or substantial parts of it available to third parties, if
 - 3.5.1 the *Repository* is obliged to do so by virtue of laws and regulations or a judicial decision; or
 - 3.5.2 if the *Repository* ceases to exist and/or terminates its activities in the field of data archiving, subject to the conditions set out in 2.7
- 3.6 The *Repository* will make the *Metadata Record* associated with the artefacts freely available

4. Suspension and Removal

The *Repository* is entitled to remove or suspend access to the artefacts and/or *Metadata Record* if the artefact is found to violate the legal rights of any person or organisation, or is the subject of legitimate complaint. In such cases, the *Repository* will attempt to notify *You* if an artefact is suspended or removed.

Nikhef also reserves the right to temporarily or permanently remove any artefact at any time if it determines in its sole discretion that the artefact is inappropriate (e.g. containing sensitive personal data, special categories of personal data, information infringing or otherwise illegal or confidential material). However, Nikhef shall not be responsible for screening artefacts prior to or after its publication for such issues.

² See <https://www.nikhef.nl/aup/>

Datum 2024-04-09
Onze referentie DG.24.45

5. Disclaimer

- 5.1 Nikhef, including any legal entity that is a member of the Nikhef Partnership, shall in no way be liable for the contents or accompanying documentation of the artefacts, including infringements of privacy rights within the meaning of the GDPR, unless in the event of intent or gross negligence on the part of Nikhef.
- 5.2 While every care will be taken to preserve the artefacts, the *Repository* is not liable for loss or damage to the artefacts or any other data while it is stored in the *Repository* (or any repository to which the artefacts is subsequently migrated, as indicated in Article 2.7).
- 5.3 Neither Nikhef nor *You* provide any guarantee that an artefact made available will meet the research objectives of the user. Neither Nikhef nor *You* are liable for conclusions based on the artefacts.

6. Applicability and duration of service

- 6.1 When *You* deposit artefacts or create *Metadata Records* in the *Repository*, you are immediately bound to the terms and conditions of this *Deposition Policy*.
- 6.2 This policy and its resulting terms and conditions will apply for an indefinite period of time
- 6.3 The licenses and waivers provided by *You* under terms 1.1, 1.2, 1.3, and 1.4 will survive any termination of service by the *Repository* to *You*, and are non-revocable.
- 6.4 *You* can change the agreed access category at any time.

Pagina 5 / 5

Nikhef retains 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.

Dutch law is applicable to this agreement.

Acknowledgements

We gratefully acknowledge the authors of the Deposition Agreement of 4TU.ResearchData, Madeleine de Smaele of TU Delft, which we used as an inspirational source for this Policy. The 4TU.ResearchData agreement, which also received much more substantial review than this policy, is available from <https://data.4tu.nl/info/about-4turresearchdata/policies-guidelines>.

Information and comments

For inquires about this Policy please contact the Nikhef RDM team at rdm-support@nikhef.nl.