

Erasmus Data Repository

Terms of Use

Introduction

Erasmus University Rotterdam ("EUR") maintains an institutional digital data repository (the "Erasmus Data Repository" or the "EDR") in which researchers may safely store, manage, and publish their research data.

The EDR is available to all EUR researchers and is a tool that helps make research output FAIR (i.e. Findable, Accessible, Interoperable, and Reusable).

The EDR runs on the **DataverseNL** infrastructure, an online research data repository operated by Data Archiving and Networked Services (DANS) – an institute of KNAW and NWO – in cooperation with participating institutions.

These Terms of Use (the "Terms") describe the rights and responsibilities that apply to the use of the EDR. By accessing or depositing content in the EDR, users agree to these Terms, the DataverseNL General Terms of Use, and the applicable EUR regulations and policies. These Terms operate in conjunction with EUR's intellectual property, data protection, and open science regulations as in force from time to time. In case of any inconsistency, the relevant EUR regulation prevails.

1. Definitions

For the purposes of these Terms:

- (i) "Creative Commons (CC) License" means a standard public license developed by Creative Commons that enables others to reuse the licensed materials, including Datasets, under specified conditions, providing a legally recognized and transparent framework for open access and data sharing.
- (ii) "Dataset" means a collection of research data and accompanying documentation deposited in the EDR.
- (iii) "Depositor" means any EUR researcher or affiliated researcher authorized to deposit Datasets in the EDR.
- (iv) "EDR" means the *Erasmus Data Repository*, the research data repository maintained by EUR for the storage, management, and publication of research datasets.

- (v) “**Embargo**” means a temporary restriction on the public release of a Dataset, for example pending publication of an associated academic article or to comply with other legitimate restrictions.
- (vi) “**EUR Policies**” means all applicable regulations and policies adopted by EUR, including those on intellectual property, data management, and open science.
- (vii) “**Metadata**” means the descriptive information about a Dataset, including title, author, publication date, and other identifying details, which remain publicly visible in the EDR.
- (viii) “**Restricted Access**” means limited availability of a Dataset that cannot be shared openly because it contains personal data, confidential information, or other content subject to legal, ethical, or contractual limitations.

2. Scope and Eligibility

- (i) The EDR primarily accepts research datasets and accompanying materials that support the principles of FAIR data (Findable, Accessible, Interoperable, and Reusable).
- (ii) The EDR is available to Depositors who are EUR employees or researchers affiliated with EUR (including those holding a hospitality or collaboration agreement).
- (iii) Access to the EDR requires authentication by means of a valid ERNA account.
- (iv) The EDR accepts Datasets that can be made openly available, as well as Datasets that are subject to an Embargo or Restricted Access, provided that such restrictions are applied in accordance with the applicable EUR procedures. In all cases, the Dataset Metadata will remain publicly visible, and the Depositor must ensure that the chosen access conditions comply with applicable laws, regulations, and EUR Policies. In the case of Restricted Access, only the Dataset Metadata are published in the EDR, while the Dataset itself is stored and managed in a separate secure environment in accordance with EUR’s data management and access procedures.
- (v) Depositors must ensure that all necessary rights, permissions, and data protection safeguards are in place before submission.

3. Ownership and Authority to Deposit

3.1. Datasets created by EUR employees

Pursuant to Article 7 of the Dutch Copyright Act (Auteurswet) and Article 1.20 of the CAO-NU, EUR is the copyright and database-rights holder in Datasets created by its employees in the course and scope of their employment.

Accordingly:

- (i) Employees deposit Datasets on behalf of EUR.
- (ii) EUR retains copyright and/or database rights in such Datasets.
- (iii) Employees retain moral rights and will be acknowledged as creators of the Datasets in the Metadata.

3.2. Datasets created by external or affiliated researchers

Researchers who are not EUR employees (for example, those under hospitality or collaboration agreements) may deposit Datasets if they:

- (i) are the rights holder(s); or
- (ii) have obtained permission from the rights holder(s) to deposit and publish the Dataset in the EDR.

3.3. General responsibilities of all Depositors

Depositors are solely responsible for the accuracy, legality, and integrity of the content they deposit. Depositors warrant that each Dataset deposited in the EDR:

- (i) complies with all applicable laws, ethical standards, and EUR policies and is suitable for open publication;
- (ii) does not infringe any copyright, database right, other intellectual property right, contract right, or any other third-party right;
- (iii) does not contain defamatory, discriminatory, offensive, obscene, or otherwise inappropriate material (unless necessary for legitimate academic purposes);
- (iv) does not include personal data unless processed in compliance with the GDPR and EUR's data protection policy and accompanied by documented consent from data subjects or by full anonymization that prevents re-identification by any reasonable means;
- (v) does not contain confidential, proprietary, or commercially sensitive information without proper authorization;
- (vi) does not contain viruses, malware, or other harmful content;
- (vii) does not expose EUR or DANS to claims or legal liability; and
- (viii) is accompanied by sufficient metadata and documentation to ensure findability and reusability.

EUR may remove any Dataset that does not comply with these requirements or with the DataverseNL General Terms of Use without prior notice.

4. Curation and Acceptance

- (i) Each submitted Dataset undergoes a curation process by EUR data curators prior to publication.

- (ii) Curation may include the review of Metadata, documentation, licensing, anonymization, and overall suitability for open publication.
- (iii) EUR may request revisions, corrections, or additional information before publication.
- (iv) EUR may refuse, postpone, or withdraw a Dataset if it does not meet legal, ethical, compliance, or quality requirements.
- (v) The curation process is primarily a formal and technical review, and does not involve a substantive assessment of the content of the Dataset. Depositors remain fully responsible for ensuring that the content of their Datasets complies with all applicable laws, regulations, and EUR Policies.

5. Rights Granted to EUR

- (i) For Datasets owned by EUR, EUR exercises its ownership rights directly.
- (ii) For Datasets owned by external Depositors, such Depositors grant EUR a non-exclusive, royalty-free, worldwide license to store, preserve, display, curate, and make the Dataset available in accordance with these Terms.
- (iii) EUR and DANS may apply technical preservation or format migration measures for long-term preservation and usability without altering the content or meaning of the data.

6. Access, Licensing and Reuse

- (i) Metadata for all Datasets published in the EDR are openly available to the public. Datasets that are suitable for open publication are made openly accessible through the EDR. Datasets subject to an Embargo will become openly available in the EDR once the embargo period has expired. Datasets under Restricted Access are stored in a separate secure environment designated by EUR, and access to such Datasets is managed in accordance with EUR's internal data access procedures and applicable legal and ethical requirements.
- (ii) All Datasets published through the EDR must be made available under a Creative Commons (CC) License. Depositors must select the CC license that best reflects the intended reuse conditions and the rights they hold.
 - a. For EUR-owned Datasets, the applicable CC license will be determined in accordance with EUR's copyright and open science policies.
 - b. For externally owned Datasets, the Depositor must confirm that they are authorized to grant the chosen license and that it accurately reflects the rights they hold.

Creative Commons Licenses provide a standardized and legally transparent framework for data reuse, supporting the implementation of the FAIR principles.

- (iii) Datasets published in the EDR are assigned a Creative Commons CC0 1.0 Universal (Public Domain Dedication) license by default, unless another Creative Commons License is selected.
- (iv) Users of Datasets must respect the license terms and applicable copyright legislation and cite the Dataset using its persistent identifier (DOI).

7. Moral Rights and Attribution

EUR respects the moral rights of creators. Each Dataset will display the name(s) of its creator(s) and, where appropriate, contributors and funding acknowledgements.

8. Repository Responsibilities

The EDR is provided as a research support service without warranty. EUR will take commercially reasonable measures to:

- (i) maintain the integrity, availability, and long-term preservation of deposited Datasets (without guaranteeing uninterrupted access to, or permanent preservation of, all deposited Datasets); and
- (ii) ensure Metadata and persistent identifiers remain accessible.

EUR may restrict access to or remove Datasets where necessary for legal, ethical, technical, or security reasons.

9. Amendments

EUR may update these Terms at any time. Substantial amendments will be communicated through the EUR website. Continued use of the EDR after publication of amendments constitutes acceptance of the revised Terms.

10. Contact

For questions or support, please contact the Data Repository Team at the following email address: datarepository@eur.nl.