

NIE Data Repository General Terms of Use

1. Acceptance of Terms

The following terms and conditions govern all use of the NIE Data Repository (the Site) and the services available on or at the Site (the Site and the services taken together, the Service) by you and any third parties who use your account. Use of the Service is offered subject to acceptance of and compliance with all of the terms and conditions contained herein (the General Terms of Use) and all other applicable operating rules, policies and procedures of the Service. By clicking “I accept” and/or by your use of the Service, you agree and accept all the terms in this General Terms of Use document (“Agreement”).

2. Modification of Terms

NIE Data Repository reserves the right, at its sole discretion, to modify or replace any of the terms in this Agreement at any time without prior notice to Users. It is your responsibility to check the Agreement periodically for changes. Your continued use of the Service following the posting of any changes to the Agreement constitutes acceptance of those changes.

3. Definitions

Account – A User-controlled means of access to NIE Data Repository that is protected by a User-created login username and password, with which Users can obtain access to NIE Data Repository’s uploading and downloading functionalities.

Administrator – The User who created, controls and is the main organiser, curator, and manager of NIE Data Repository.

Agreement – The General Terms of Use in its entirety.

Author – The person(s) from whom the data within the dataset originated; the person(s) who conducted the research that led to the creation of the dataset. This person can but need not be the same as the Depositor.

Content – Any information, data, text, software, scripts, graphics, and interactive features found on the NIE Data Repository application.

Curation – The actions of any User on NIE Data Repository that organise, shape, or otherwise edit the state, status, configuration, or content of any datasets or dataverses.

Data Use Agreement – This is the restricted data usage licence agreement option that NIE Data Repository offers. If applied to a User Submission, the Data Use Agreement will be a legally-binding licence contract between the Depositor and any Downloader of that User Submission.

Data Usage Licence Agreement – The licence agreement between a Depositor and a Downloader governing the limits and restrictions (or lack thereof) of how the downloaded User Submissions can be used.

Dataset – A study, experiment, set of observations, or publication that is uploaded by a User. A dataset can comprise a single file or multiple files.

Dataverse – A virtual container with which to store research data studies (including datasets and other dataverses) that can be customised and managed by its owner.

Depositor – The User who uploads a collection of data files as a dataset to NIE Data Repository.

Download Data – Information collected whenever a dataset is downloaded, including but not limited to user account name, time of download, and downloaded file name.

Metadata – Accompanying information, either in a separate file or otherwise included in the dataset materials, about a particular dataset or dataverse, including but not limited to Author's name, publishing date, title of data contents, description of contents, and other such related information.

Publish – A function available for User Submissions by which Users can make their dataverse and/or their dataset containing data files publicly available and publicly searchable on the NIE Data Repository search engine and third-party search engines (e.g., Google Search or Bing Search).

Registration Information – Information required to register for an Account, including but not limited to name, email, institution, position, and phone number. Restricted User Submissions – Any User Submissions that are published with either NIE Data Repository's Data Use Agreement or with a customised data usage licence agreement that the Depositor drafts and/or designates for the Submission.

Service – the NIE Data Repository and all of the available services, functions, and capabilities afforded on the application.

Site – the NIE Data Repository and server.

Spamming – Any unauthorised or unsolicited advertising, junk or bulk e-mail, messages, comments, or other communications directly or indirectly stemming from use of the NIE Data Repository, including but not limited to comments posted to Author's dataset pages and messages or other communications sent to User's email addresses, accounts, or other means of contact.

Sufficient length of time – Any period of time as obligated by any pre-existing legal contract, such as with the subjects concerned in the research data, or with the institution that is sponsoring or that sponsored the research undertaking. If no such obligation exists, then the requisite length shall be any reasonable amount of time as designated by NIE Data Repository's administrators in its sole discretion.

Unpublished Dataset – An uploaded dataset that has not yet been made available to the public and is viewable only to the Depositor or other users to whom the Depositor has granted access.

Unrestricted User Submissions – Any User Submissions that are published with a default CC- BY-NC default public domain dedication waiver agreement.

Use of Service – Any access to, use of, or other action involving NIE Data Repository’s functions, services, resources, and repository of datasets, including but not limited to any uploading, posting, submitting, storing, searching for, downloading, distributing, facilitating distributions, and otherwise utilizing any Content found on NIE Data Repository.

User – Any individual or entity who owns and/or controls a registered account on NIE Data Repository.

User Submissions – Uploaded dataverses and datasets.

User Uploads – Any uploaded, submitted, disclosed, distributed, or otherwise posted content by a User, including but not limited to new dataverses, new datasets, Metadata information, custom data usage licence agreements, descriptive information for dataset download pages, user guides, and other contributions either originating from the User or originating from a third-party author who gave permission to the User to disseminate on NIE Data Repository.

4. General Rules of Conduct

In using the Service, you represent that:

1. you have read and understood the Site’s Community Norms and
2. you have read and understood the Site’s Privacy Policy

You shall abide by all applicable local, state, national and international laws and regulations in your Use of the Service, and your Use of Service shall not:

1. infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
2. be unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another’s privacy, or otherwise offensive or unlawful;
3. constitute Spamming;
4. cause, introduce into the Service, or otherwise use software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment, or that are designed or intended to damage or obtain unauthorised access to any system, data files or other information of NIE Data Repository or any third party;
5. impose an unreasonable or disproportionately large load on NIE Data Repository’s (or its third party providers’) infrastructure (to be determined by NIE Data Repository in its sole discretion);
6. interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or
7. bypass any measures NIE Data Repository may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).

5. Conduct Requirements

All NIE network account holders are registered users.

You are solely responsible for activity that occurs on your Account. You will immediately notify NIE Data Repository in writing of any unauthorised use of your account, or other account related security breach of which you are aware.

As a registered user, you acknowledge that:

1. your account details (including first name, last name, email address, and username) are searchable by other Users;
2. your account details may be recorded when you download datasets, and that information can then be viewed by the owner of the User Upload; and
3. your first name, last name, and affiliation will be displayed on the Service in connection with your User Uploads.

6. User Uploads

Services

The Service provides you with the ability to post User Uploads and display, organise, accept and distribute User Uploads by creating a dataverse. The Service provides you with the ability to post User Uploads to other dataverses administered by other Users. The Service also allows you to share datasets and dataverses with other Users by searching for their first name, last name, email address, or username.

The Service also gives each Administrator the ability to change dataset access/download restrictions by designating User Uploads as Restricted User Submissions. Datasets are by default unpublished, but Administrators can modify the access restrictions and Publish or deaccession any User Uploads at any time. Depending on the permissions granted by the Administrator of NIE Data Repository, Depositors may also change dataset access/download restrictions by designating User Uploads as Restricted User Submissions.

NIE Data Repository has no obligation to monitor the Site, Service, Content, or User Uploads. NIE Data Repository may remove any User Upload at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Upload), or for no reason at all.

You acknowledge that NIE Data Repository does not endorse, take responsibility for, or make any representations or warranties for any User Uploads, and will not be liable for 1) User Upload content, format, Metadata, or lack thereof; 2) representations or warranties made by the User about the User Uploads; and 3) any loss of or damage to User Uploads, either in whole or in part, from whatever cause.

Restrictions

In contributing Content to the site, you must ensure that the Content complies with the Terms of Use. If your User Upload does not comply with the Terms of Use, NIE Data Repository has the right in its sole discretion to take down your User Upload. NIE Data Repository does not review all User Uploads before they are made available on the Site, or before they are Published. Therefore, you will be held legally and financially responsible for all damages if Content you contribute violates anything in this Agreement.

By posting User Uploads to your dataverse or other dataverses in NIE Data Repository, or by allowing others to do so, you make the following representations and warranties to NIE Data Repository:

1. User Uploads do not infringe upon the copyrights or other intellectual property rights, including, but not limited to patent, trademark, trade secret, copyright, right of publicity or other right of any third party;
2. User Uploads do not violate any laws;
3. in the event you become aware of any issues after submitting a User Upload, you will promptly notify NIE Data Repository and the relevant NIE Data Repository Administrator(s) of any confidentiality, privacy or data protection, licensing, or intellectual property issues regarding the User Uploads;
4. User Uploads do not contain software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorised access to any system, data files, or other information of NIE Data Repository or any third party;
5. User Uploads have been given all relevant, obligatory, and applicable approvals for posting such materials with the content included and in the format uploaded, including but not limited to approvals from the Institutional Review Board and third parties with whom Users have relevant contractual obligations; and
6. User Uploads must be void of all identifiable information, such that re-identification of any subjects from the amalgamation of the information available from all of the materials (across datasets and dataverses) uploaded under any one author and/or User should not be possible. Specifically, User Uploads cannot contain national identification numbers; credit card numbers; medical record numbers; health plan numbers; other account numbers of individuals; or biometric identifiers (fingerprints, retina, voice print, DNA, etc.). The only exceptions for when identifiable information is allowed are when:
 - the information has been previously released to the public;
 - the information describes public figures, where the data relates to their public roles or other non-sensitive subjects;
 - all identified subjects have given explicit informed consent allowing the public release of the information in the dataset.

Licences and Permissions to NIE Data Repository

You grant to NIE Data Repository all necessary permissions and required licences to make the Content you submit or deposit available for archiving, preservation and access, within the Site. This includes, without restriction, permission to:

1. re-disseminate copies of the Content in a variety of distribution formats according to the standard terms of use of NIE Data Repository;
2. promote and advertise the Content in any publicity (in any form) for NIE Data Repository;
3. describe, catalogue, and document the User Submissions;
4. store, translate, copy or re-format the Content in any way to ensure its future preservation and accessibility, and improve usability and/or protect respondent confidentiality; and
5. incorporate Metadata or documentation in the Content into public access catalogues.

You also grant to NIE Data Repository all necessary permissions, waivers and required licences to share any Published Content's metadata you submit or deposit with DataCite (<http://datacite.org>).

You represent and warrant that you are lawfully entitled and have full authority to licence to NIE Data Repository the Content you submit or deposit in the ways described in these Terms of Use; and you are not under any obligation or restriction created by law, contract or otherwise that would prevent you from entering into and fully performing these Terms of Use.

None of the above supersedes any prior contractual obligations with third parties that require any information to be kept confidential. Nothing in this Agreement obligates you to disclose information to NIE Data Repository if such information is otherwise confidential or proprietary. NIE Data Repository does not approve User Uploads before they are posted; therefore, you are solely responsible for the User Submissions you post on or through the Service and all possible confidentiality or other privacy issues that may arise from your posting any User Uploads.

User Submission Data Usage Licence Agreement

You acknowledge that NIE Data Repository's default data usage licence agreement for all uploaded materials is a CC-BY-NC. For more information, please visit Creative Commons Full Legal Text (<https://creativecommons.org/licenses/by-nc/4.0/>).

Users also have the option of drafting a custom data usage licence agreement. By choosing to draft a custom data usage licence agreement for a particular dataset, users represent that:

1. they have written themselves or have permission to use the language of the data usage licence agreement they choose;
2. the data usage licence agreement covers all restrictions and protections they wish to retain and will not rely on the Site to provide any further protections or restrictions;
3. they are solely responsible for ensuring the data usage licence agreement is legally sound and that the Site is not responsible for anything included; and
4. nothing in the data usage licence agreement conflicts with, supersedes, or limits any prior contractual obligations on the part of the User, any third parties, downloaders, or the Site.

Users also have the option of choosing to use NIE Data Repository's restricted data usage licence agreement ("Data Use Agreement"). By choosing to use the Data Use Agreement, users acknowledge and agree that:

1. NIE Data Repository owes no obligation or responsibility and makes no representations with regards to the legality, enforceability, accuracy, or desirability of the Data Use Agreement;
2. NIE Data Repository is not a party to the Data Use Agreement and cannot be held accountable for any terms found within the Data Use Agreement; and
3. NIE Data Repository has no obligation to aid or support either party of the Agreement in the execution or enforcement of the Data Use Agreement's terms. Users are responsible for establishing, maintaining, and enforcing the licence terms they wish to use for access to and use of User Uploads. NIE Data Repository is not responsible for any inaccuracies, unenforceable terms, or liabilities that may arise from choosing any of the options afforded in this Agreement, and NIE Data Repository will not be responsible for reviewing or enforcing compliance of any terms the User may choose to employ.

7. Downloading User Submissions

The Site represents that it will use all reasonable efforts to maintain open access to datasets for users to download, subject to Depositors' restrictions and any applicable legal restrictions. The Site collects and stores Download Data from each download for all users (both registered and guest), which can then be downloaded and accessed by the Depositor. Downloaders must be registered Users of the Site or guests that agree to the CC-BY-NC or the Custom Data Usage Agreement for a dataset in order to take advantage of the Site's Services, including downloading any materials or datasets.

Downloaders represent that, in downloading any material from the Site, they:

1. have read and understood the Site's Community Norms
2. will abide by the applicable data usage licence agreement attached to the dataset;
3. acknowledge that their account information (for Users) or temporary site identification information (for Guests) may be recorded upon download, which can then be viewed by the owner of the User Upload; and
4. have done their due diligence in ensuring that they do not download and use any datasets or other materials where prohibited by applicable law.

8. Termination

NIE Data Repository may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately.

All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9. WARRANTIES

THE SERVICE (INCLUDING, WITHOUT LIMITATION, ALL CONTENT AND USER UPLOADS) IS PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, NIE DATA REPOSITORY DOES NOT WARRANT THAT: (A) THE CONTENT OR USER UPLOADS ARE TIMELY, ACCURATE, COMPLETE, RELIABLE OR CORRECT IN THEIR POSTED FORMS ON THE SERVICE; (B) THE SERVICE WILL BE SECURE ; (C) THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (D) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (E) THE SITE, CONTENT OR ANY USER UPLOADS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (F) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICE AND ANY CONTENT IS SOLELY AT YOUR OWN RISK.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL NIE DATA REPOSITORY AND ITS AFFILIATES, OR THEIR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, OR SUPPLIERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE SERVICE OR ANY CONTENT OR USER SUBMISSIONS (I) FOR ANY DIRECT DAMAGES, OR (II) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

11. Indemnification

You will indemnify and hold NIE Data Repository harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorneys’ fees and court costs, arising from i) your use or misuse of the Service; (ii) your access to the Site; (iii) your violation of the Terms of Use; or (iv) infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity, including but not limited to infringements upon any and all representations made by you in this Agreement. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

12. Dispute Resolution

You and NIE Data Repository agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

These Terms of Use shall be governed by and interpreted in accordance with Singapore laws. All disputes under these Terms of Use will be resolved in the applicable courts of Singapore. You consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

13. Integration and Severability

This Agreement is the entire agreement between you and NIE Data Repository with respect to the Service and use of this Site, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and NIE Data Repository with respect to this Site (but excluding the use of any third-party software, widgets, and applications that may be subject to a separate end-user licence agreement). If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable.

14. Miscellaneous

NIE Data Repository may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect outside the specified terms of this Agreement. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees.