

Terms of use of the research data repository of the Universität Innsbruck

Preamble

The following terms of use regulate the use of the service provider's institutional repository for research data (short: the platform) by users, and particularly the uploading and storage of research data and information on the platform.

Research data is any information (regardless of its form or presentation), including contextual information, that is required to document, support or validate the development, results, observations or findings of a research activity. Research data includes any material originating from scientific activity, e.g. through digitisation, recordings, source research, experiments, measurements, surveys and interviews. This also includes software and code.

Authorised to use the platform (short: „users“) are all employees of the Universität Innsbruck (= the entire academic and general staff with an employment contract) as well as all students enrolled in a doctoral programme at the Universität Innsbruck. In addition, external persons have the possibility to deposit research data in the platform of the Universität Innsbruck, as far as an agreement for cooperation with the Universität Innsbruck exists.

The use of the platform is based exclusively on the present terms of use and the acceptance of the Research Data Management Policy of the Universität Innsbruck. By using the platform, users agree to these terms of use and the Research Data Management Policy.

The service provider, as defined by these terms of use, is the

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I. Service description

(1) The platform is a digital asset management system of the service provider allowing for the digital storage, management and long-term archiving of research data. When using the platform according to these terms of use, the service provider authorises logged-in users to upload research data and store digital objects and associated metadata on the platform with the help of automated, automatic processes. For this purpose and within the limits of its technical and economic resources, the service provider is providing capacities on the platform for the storage of research data, which, for the time being, will remain free of charge. The service provider intends to preserve stored data and counteract data volatility. The service provider will make available and archive the data stored on the platform for a minimum duration of ten years from the moment it was uploaded.

(2) Should the service be discontinued for an important, inevitable reason, the service provider undertakes to do all it can to preserve the transmitted research data and, upon request, transmit back a digital copy of the research data to the person (user) who uploaded it.

(3) The uploaded research data is made available on the internet to the extent of the authorisations and licences granted by users upon uploading the respective research data and can be accessed and used by all platform visitors in accordance with the authorisations granted. Particularly by means of its metadata, research data stored on the platform can be found by internet search engines.

(4) Having agreed to the publication of research data when uploading it to the platform, users cannot, in general, demand that the service provider delete the research data at a later date, unless they assert a serious reason for the request that cannot be met by blocking the object. As a rule, any of the cases mentioned under item V. is considered a serious reason.

(5) The service provider endeavours to keep the platform and services accessible.

(6) The service provider does not assume any service obligations beyond the aforementioned services.

II. Access to the platform

(1) When using the platform specified under item I., the present terms of use apply between you as a user and the service provider of the platform specified at the beginning. The use of the platform including all its functions is permitted only if you as a user fully accept these terms of use.

(2) Users undertake to observe the service provider's [storage policies](#) for the platform and to upload research data according to this policy.

(3) To access the platform, users require a unique user ID as well as a password-protected login. Users must not allow third parties to use their login data. Users are obliged to keep their login data secret and to protect it from access by third parties. Users undertake to inform the service provider immediately of any unauthorised access they become aware of.

(4) Users have unlimited rights of access only to their own uploaded research data, such as rights to read, manipulate, modify and write.

(5) The service provider expressly reserves the right to change these terms of use at any time and any changes will be communicated to the users in writing. The service provider will also announce any made changes separately on this website. Users accept the amended terms of use by logging in after being notified of these amendments. Users who do not accept the changes to the terms of use are excluded from further use of the platform and must not log in again.

(6) It is noted that upon activation of their accounts, users do not receive any rights to the platform and the services provided therein, such as particularly the right to edit, decompile, translate or program the platform or services.

III. Exclusion of the service provider's responsibility for data, objects and information of users, users' liabilities

(1) The research data and information stored and provided on the platform by users as well as any linked websites do not originate from the service provider. The service provider is merely storing them and making them available to users. The service provider makes no claims to the research data of users and assumes no liability whatsoever for the content and correctness of the information provided on the internet through the platform.

(2) The service provider does not guarantee permanent accessibility of the platform and the permanent availability of the services provided. Furthermore, the service provider does not guarantee permanent archiving of the research data stored on the platform but will make every effort to provide it.

(3) Users bear the risk of using the platform and the services provided. The service provider is not liable for any damage, consequential damage or lost profit incurred by users or any claims that may be derived from the use of the platform and the services provided, such as due to any form of data loss (e.g. loss of research data, documents, content etc.), due to technical defects or interruptions of the connection to the website or due to faulty processing within the platform. The exclusion of liability also applies to the benefit of the service provider's legal representatives and agents, if users should assert claims against them.

(4) When required, users undertake to indemnify the service provider and hold it harmless from any claims asserted by third parties against the service provider due to illegal research data or content culpably entered by the users (whether negligently or deliberately) or due to infringement of rights.

IV. No review of research data and information

(1) Users are responsible for the contents of research data uploaded through their user accounts.

(2) The service provider does not review or verify the research data and information stored and made accessible by users, neither before it is put online, nor afterwards, regarding its legitimacy, correctness, completeness, etc. There is no examination of the compliance with all intellectual property laws, particularly

with regard to protectability and ownership of rights. The service provider does not, on its own initiative, investigate for circumstances suggesting illegal activities or illegal content. Should the service provider gain actual knowledge of illegal activities or illegal content on the platform, which, in particular, can be accessed on the internet via the platform's website, or should the service provider become aware of circumstances from which illegal activities or illegal content become evident, it is entitled to immediately remove the data and block the access to it. The service provider is also entitled to immediately delete or remove research data or data damaging the database of the service.

V. Participation, lawful conduct

(1) Users pledge to behave in accordance with the law and standards of public decency when using the service provider's platform. This particularly means that they will not pursue any illegal purposes or activities, that they will not commit any copyright infringements or violations of personal rights and will not store, disseminate and/or make available any discriminatory, extremist (e.g. that glorify violence or incite hatred) or pornographic research data and content.

(2) Users may not upload any data which, by its type, quality or size, can endanger the continued existence or operation of the platform, the computer centre or the data network of the service provider.

(3) In the event of a violation, the service provider is entitled to block access to the platform or the relevant research data on the platform and/or to delete the relevant research data immediately and irrevocably.

VI. Exploitation rights

(1) Users confirm that they are owners of the exploitation rights (in particular the right to reproduce, distribute and make available) to any research data uploaded by them, that, by uploading the data, they are not breaching any confidentiality or non-disclosure agreements and that they are authorised to grant the service provider the rights of use listed below or that there is a statutory provision allowing them to upload the relevant research data. Where required for making uploaded research data available within the scope of the licence chosen by the user, users grant the service provider free, non-exclusive, temporally and geographically unlimited rights to use their research data in whole or in part as often as they want; this includes, more particularly, the right to reproduce, publish, distribute, make publicly available, send, archive, edit, and in particular make changes to the research data that are necessary for technical reasons or with regard to the requirements of long-term archiving. Furthermore, users grant the service provider any rights possibly arising from future technical developments or changes in legislation which are needed for activities in connection with the operation of the platform.

(2) Users undertake to, upon request, provide the service provider with written evidence of the ownership of these exploitation rights, unless they are the sole authors with all rights of use, or to provide permission to publish secret data or to name the statutory provision based on which they are authorised to upload the research data. They will ensure that any research data is only uploaded to the platform after receipt of the required written evidence or written permission.

VII. Cookies / log files / help desk

(1) When using the platform, a temporary session cookie is set for each page visit, which is deleted when users/visitors close their internet browser. The service provider records web server log files for each page visit. The log files are used by the service provider's system administration particularly for error analysis, bibliometric analysis, download statistics etc., as well as for optimising the system. The log files are used only after having been anonymised. The service provider reserves the right to document the content and timeline of inquiries made to the help desk for the purpose of optimising the platform.

VIII. Final provisions

(1) The contractual relations between the service provider and the platform users are governed by the law of the Republic of Austria, with the exclusion of standards which refer to international law. For all disputes arising from and in connection with the terms of use, the competent court in Innsbruck is agreed on as the exclusive place of jurisdiction.

(2) Excluded from this choice of law and the exclusive place of jurisdiction are the mandatory consumer redress provisions of the country in which the user is permanently resident.

(3) It is noted that no ancillary agreements contradicting the contents of the present terms of use, whether in written or oral form, have been made between the users and the service provider. The service provider reserves the right to change and/or add to these terms of use, communicating any changes and/or additions to users as described under item II.

(4) The invalidity of individual provisions of these terms of use does not affect the validity of the remaining provisions. The invalid provision must be replaced by an effective provision corresponding to the purpose of the terms of use. This also applies in the event of a loophole.

(5) These terms of use are based on the document "Cluster E: Vorlage für Nutzungsbedingungen für Online Repositorien" (Cluster E: Template for terms of use for online repositories) created by Seyavash Amini, Djawaneh Hamdi and Thomas Cluesmann, licenced under CC BY 4.0 (Creative Commons Attribution 4.0 International, <http://creativecommons.org/licences/by/4.0/>) and have been revised in various places by the Universität Innsbruck. This work and its content is licenced under a Creative Commons Attribution BY 4.0 international licence.