

University of Warsaw Research Data Repository – Terms of Use

This is the English translation of the University of Warsaw Research Data Repository's Terms of Use. The legally binding text in Polish can be found at

<https://danebadawcze.uw.edu.pl/terms-of-use-page.xhtml>.

§ 1. General clauses

1. These Terms (hereinafter also referred to as "Regulations") govern the use of the University of Warsaw Research Data Repository ("Repository"). The person using the Repository is hereinafter referred to as the "User".
2. The Repository is operated by the University of Warsaw (permanent address: Krakowskie Przedmieście 26/28, 00-927 Warsaw, "UW") at the Repository internet site <https://danebadawcze.uw.edu.pl/>).
3. The purpose of the Repository is to make available on the Internet research data, such as tables, photographs, audiovisual materials, and any other types of data created, collected, or annotated for the purposes of scientific research ("Research Data").

§ 2. Use of Repository

1. The use of the Repository comprises:
 1. storing Research Data;
 2. making Research Data publicly and non publicly available;
 3. browsing Research Data;
 4. downloading Research Data.
2. The use of some features of the Repository (e.g., storing and making Research Data available to the public, and receiving system notifications) requires User registration. User registration requires acceptance of the Repository Terms of Use by the User.
3. The use of the Repository for storing and making Research Data available is possible for registered Users regarding Research Data stored and made available in connection with their affiliation to the University of Warsaw or a project conducted in partnership with the University of Warsaw. The termination of affiliation does not result in the loss of the possibility of storing and making available Research Data already entered into the Repository, nor does it result in the loss of the possibility of entering into the Repository Research Data created or collected during the User's affiliation to the University of Warsaw.
4. The use of the Repository to browse and download publicly available Research Data is open to all interested parties.
5. Users may use the features available according to the current technical status of the Repository.

6. Browsing and downloading Research Data is free of charge, subject to terms of applicable licences. Storing and making available Research Data referred to in paragraph 2.3 shall be free of charge for Users.
7. Using the Repository does not require satisfaction of any particular technical requirements, except for some of its features. Information about current specific technical requirements is communicated in the Repository.
8. In the course of reviewing and maintaining Research Data submitted to the Repository by a User for long-term preservation, it may be processed by the UW, leading in particular to producing additional copies of Research Data in different file formats.

§ 3. Storing and making Research Data available

1. Registered Users may store and make Research Data publicly available in the Repository, make Research Data available non-publicly to selected Users, and use other features of the Repository, according to its current technical condition.
2. Users are forbidden to upload in the Repository illegal content, in particular to store and make available Research Data:
 1. without adequate legal title (e.g., copyrights belonging to a third party);
 2. in breach of any other third-party right, including personal rights (e.g., insufficient anonymisation, in particular of sensitive data);
 3. in breach of any laws other than specified in subsections 2.1 and 2.2.
3. Users are forbidden to upload in the Repository, in particular to store and make available in the Repository, Research Data contrary to good morals, such as offending the standards of scientific research.
4. Users are forbidden to upload in the Repository, in particular to store and make available in the Repository, content not constituting Research Data under these Terms.
5. Users are forbidden to submit content to the Repository without the intention of making it available as Research Data.
6. Draft versions of Research Data that have not been modified for at least 12 months may be removed from the Repository by UW.
7. By uploading Research Data to the Repository Users subject the Research Data to the terms of Creative Commons 0 deed, with its full text available at: <https://creativecommons.org/publicdomain/zero/1.0/legalcode> ("CC0"). The said deed covers:
 1. Research Data metadata;
 2. any rights related to the Research Data as a collection of files.
8. With regard to each and every file in the Research Data, in any version of the dataset, Users may:
 1. make the file publicly available for use by third parties under the applicable provisions on the public domain, limitations and exceptions of exclusive rights or other statutory freedoms, or under the license selected by the User from the list available in the Repository, or

2. make the file not available publicly, and make it available to a specific User subject to certain conditions.
9. By uploading Research Data to the Repository Users grant UW a royalty-free, non-exclusive, worldwide, and perpetual licence covering the following fields of use: recording, storage, and digital copying of Research Data for the purposes of running the Repository. The Licence covers all the uploaded Research Data, including metadata, rights related to Research Data as a collection of files, and the files constituting Research Data. The licence covers also making Research Data available, except for the situation described in subsection 8.2. above.
10. For data sets not available in any version, Users may specify the starting date of their availability (embargo). Before the starting date, as well as in cases referred to in subsection 8.2, UW makes only metadata publicly available.
11. Where appropriate, the UW may move Research Data to another collection within the Repository or pin it to another collection within the Repository.
12. In cases where a User and UW are bound with these Terms and a licence referred to in subsections 7 and 8.1 above, in case of any conflicts between these documents, the clauses of these Terms shall prevail.

§ 4. Assignment of digital identification of electronic documents (DOI)

1. UW provides the assignment of DOI numbers to Research Data made available in the Repository. UW uses authorized third-party services for this purpose, which requires that metadata is handed over to that third-party.
2. By uploading Research Data, Users consent to the assignment of DOI numbers in the manner described above and undertake to provide adequate metadata.

§ 5. Questions and complaints

1. Questions and complaints should be sent by electronic mail to danebadawczeuw@icm.edu.pl.
2. Inquiries should describe the sender sufficiently for his or her identification as well as a question or complaint together with a short description of the issue.
3. Inquiries will be processed without unnecessary delay, and senders shall be notified of the results at the address indicated in their inquiries.

§ 6. Personal data and privacy policy

1. The data controller of your processed data is the University of Warsaw, Krakowskie Przedmieście 26/28, 00-927 Warsaw. You may contact the Controller in the way described here: <https://www.uw.edu.pl/kontakt/>.
2. The Controller has appointed a Data Protection Officer (DPO) whom you may contact via e-mail at iod@adm.uw.edu.pl. The DPO may be contacted in each and every matter regarding the processing of your personal data by the University of

Warsaw, as well as your exercise of rights related to the personal data processing.

3. We will process your personal data for providing the Repository services.
4. We collect your data such as:
 1. name and surname;
 2. email address;
 3. password (hash);
 4. IP address;
 5. affiliation;
 6. position.
5. Personal data is processed on the basis of art. 6 par. 1(b,c,e and f) of the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The data is processed for the time the User has an account in the Repository, and after its removal for the period of storage of Research Data posted by that User in the Repository and 5 years after their removal.
6. Registered Users, when using functions of the Repository related to cooperation or mutual sharing of Research Data, are provided with data of other registered Users in the scope of: name, surname, login and e-mail address.
7. Personal data collected in the Repository may be transferred to third parties for the purposes required for the proper functioning of the Repository and only to the extent necessary. In particular, the University of Warsaw provides metadata to the entity authorized to issue a DOI number, in accordance with paragraph 4.1 of the Regulations. Data collected in the Repository may also be made available to third parties in other cases specified by law.
8. Under the terms laid down by the GDPR, you have the right to:
 1. access to data and receive a copy thereof (art. 15);
 2. rectify (correct) your personal data (art. 16);
 3. delete personal data (art. 17);
 4. limit personal data processing (art. 18);
 5. object to data processing (art. 21);
 6. withdraw your consent for data processing at any time (art. 7);
 7. lodge a complaint with the President of the Office for Data Protection, if you believe that personal data processing violates the law on the protection of personal data (art. 77).
9. Providing personal data by the User is necessary to register in the Repository. Refusal to provide data will result in the inability to use the Repository.

§ 7. Liability

1. UW makes reasonable effort to enable the operation of the Repository without material downtime or other interruptions, with the largest possible setup of hardware and software available on the market.
2. In case of receipt of a notification of an authority or credible information about illegal nature of Research Data or related activities, UW shall act expeditiously to disable access to the indicated Research Data in the Repository.
3. UW may refuse to store and make data publicly available, and may block access to or remove from the Repository data not constituting Research Data as hereto defined, as well as data not complying with these Terms. UW verifies the validity of metadata and technical validity of files.
4. UW may refuse to register or remove User accounts, if the User breaches the Terms and does not remedy the breach upon a 14-day notice.
5. By uploading Research Data to the Repository and by granting a licence, Users declare that they do not breach applicable law, in particular intellectual property laws and personal data protection regulations.
6. Users shall be liable towards UW for any damages caused by technical or legal defects of the uploaded Research Data, in particular resulting from the liability incurred by UW towards third parties as a consequence of making Research Data available in the Repository in breach of the law.

§ 8. Modification of Terms

1. UW shall inform Users of modifications to these Terms by electronic mail sent to addresses registered with User accounts.
2. Users that do not consent to modifications of these Terms may request removal of their User accounts. These Terms cease to bind the User commencing from the date of the removal of the account.
3. Modified Terms shall bind Users who received notifications about modifications and did not request removal of accounts in the shortest possible time.