



# DTU Data Terms of Use

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## Definitions

**Content** includes any data or dataset, text, figure, image, software, code, script, graphic or interactive feature, documentation or any other available material uploaded in an item by Depositors in DTU Data.

**Users** are everyone with an internet connection enabling to browse the repository (DTU Data). Users can freely search and view items and download files without registering, but in order to deposit or publish Content a user needs to be registered.

**Depositors** are Users of DTU's IT systems and are registered with a DTU Data account. Only registered Users who are employed at DTU and have the authority to log-in and use DTU's IT systems can deposit and submit Content for publication in DTU Data.

An **Item** is the entity that contains files (Content) and metadata. An item has its own DOI that is assigned upon publication. An item can contain public files, files under embargo or metadata alone.

## Description of the service

DTU Data is the Technical University of Denmark's (DTU) research data repository and is an online portal for discovering research data generated in research projects at DTU or by DTU researchers. You can access DTU Data via the domain <https://data.dtu.dk>

Research data published in DTU Data are freely accessible on the internet, and anyone can search, view and download data through the user interface.

Accessing, browsing and downloading Content is available for all Users. Uploading and publishing Content is available for Depositors.

DTU Data is an institutional portal of [figshare](#), a commercial software developed and maintained by [Digital Science](#). Figshare (Digital Science) owns the structural information of the portal and these Terms are therefore accompanied by the general [Figshare terms and conditions](#).

All uploaded data are stored on DTU's servers and DTU's general rules for [IT security](#) apply.

You can distinguish DTU Data from other instances of figshare by the DTU logo in the user interface and "data.dtu.dk" in the URL.

DTU Data is under continuous development and metadata fields, interface and functionality are regularly updated and improved.

DTU Library administer DTU Data locally [Contact info](#)

For guidance in depositing datasets in DTU Data please refer to the User manual located at [DTU Inside](#)



## Acceptance of Terms of Use

These Terms of Use governs the use of DTU Data and its functionality and features. Please read the Terms before using the repository.

By using DTU Data and the services, you are agreeing to these Terms of Use.

## Searching and downloading

### License Terms

Content in DTU Data are made available on license terms selected by the Depositors. The selected license informs Users about the terms and conditions they need to abide to when using Content, e.g. the terms of a specific Creative Commons License or any other usage license referenced in the associated metadata of an Item.

### Rights and ownership

Content in DTU Data are published by DTUs researchers and available for reuse, free of charge. However, the public sharing of files on DTU Data do not entail any transfer of ownership or any other right of exploitation.

### Citation

To ensure license compliance and good research practice, Users must give proper credit when using Content. Citations shall include full bibliographic information as described in the citation style of an Item and the Item`s DOI must be displayed as a complete URL, example:

<https://doi.org/10.11583/DTU.12998663>

You can view Citation styles when clicking the “Cite” button on an Items` landing page.

### Impermissible use of DTU Data

Users are subject to applicable law in the area of data protection law and intellectual property rights.

Users may not use DTU Data:

- In any manner that would impair DTU Data`s services (associated documentation and APIs) to others or compromise the security or functionality.
- In any unlawful manner in general or any improper use according to the applicable license conditions that apply to the uploaded files.
- In any unethical manner regarding research data or in any manner that disregard the conduct of good scientific practice.
- For any Content that contain personal data as defined by [GDPR art. 4 \(1\)](#).

If you come across Content that is not in compliance, please refer to Withdrawal of Content



## Creating and Publishing Items

### Registered Users` accounts

As an employee at DTU, you will be able to log in to your personal account in DTU Data using your DTU credentials.

The account in DTU Data is associated with the employee's DTU email address and can only be associated with the DTU email address. You will not be able to sign up to other instances of figshare with a DTU email address.

Upon cessation of DTU employment, you can no longer access your account in DTU Data and your profile landing page will be removed, but all published Content will remain on the platform and continue to be available. For access to own Items after cessation of DTU employment, please contact [datamanagement@dtu.dk](mailto:datamanagement@dtu.dk)

### Content types

Depositors can submit Content and corresponding metadata for publication from their dashboard in DTU Data.

The types of Content including the associated metadata that is accepted for publication in DTU Data is:

- Research data: tabular or any other form.
- Media files: images, animations, movies, audio. Read Tips and Advice on [DTU Inside](#).
- Online resource: any type of resource that is available online e.g. a database.
- Software and code: code, software libraries etc. published as an independent research output or scripts necessary for interacting with published data. Please refer to guidelines and procedures for the publication of software and code at [DTU Inside](#).
- Metadata record: a description of data for files that cannot be openly available e.g. due to GDPR or IPR. This option allows you to publish metadata only to inform about the existence of the data according to the principles "as open as possible, as closed as necessary".
- Posters and presentations: e.g. a poster or slide show presented at a conference.
- Data management plan for a project conducted at DTU.

As a Depositor, you can also publish data under an embargo period that you define upon publication. For metadata records and data under embargo, you must provide a reason explaining why you apply the access restriction, when depositing the dataset.

You cannot publish peer-reviewed journal articles, conference contributions, theses and post-prints in DTU Data. Those types of research output have to be sent directly to DTU Library to be uploaded to DTU's research database for publications at [orbit.dtu.dk](http://orbit.dtu.dk). Read more about DTU Orbit at [DTU Inside](#)



## General rules and responsibilities

As a depositor, you have the responsibility for the Content you wish to publish and to ensure that you have the rights and all required legal permissions to do so. You must only submit your own research or Content that you are authorised to upload, submit and publish.

You shall ensure that DTU can lawfully host, display, preserve and enable accessibility of the Content via the Repository and by submitting Content you grant DTU the right to do so.

By using DTU Data and submitting Content, you submit information.

No Content or part of a Content submission must:

- Contain personal or confidential information.
- Be protected by intellectual property rights of others.
- Violate, infringe or make unauthorised use of any Proprietary Rights.
- Be offensive, defamatory, derogatory and discriminatory or violate any rights of privacy or personal information of others.
- Be spyware or any other malicious software or any Content that could contain a virus, malware or other potentially harmful component
- Be fraudulent or known to be false, misleading or disregard good scientific conduct.
- Contain personal data as defined by [GDPR art. 4 \(1\)](#).

As a Depositor you are required to attach a license to the Content you wish to publish. Upon publication of an Item you are responsible for selecting an appropriate license from the list offered, that determines the conditions for the use of the Content you publish.

You know your Items best and are likewise responsible for the quality of the Content you publish and for updating the Items you have published when relevant, e.g. creating new version of an Item by editing or adding information.

[Featured apps](#) can help with various types of [interactions and workflows](#) . All APIs and associated documentation must be used in compliance with [Figshare's Terms](#)

## Review of Items

Reviewing is the act of approving an Item with feedback, before it becomes publicly available.

Staff at DTU Library review all Items that are marked for publication in DTU Data to enhance metadata. We also screen the Content to check that no confidential or personal information are accidentally being disclosed. Review of Items submitted for publication can take a few days. During that period Items are kept in the systems` curation area. Feedback prior to the publication are sent to the Depositor by email.

We may need to perform actions that we suggest or that you ask us to do with your Items, for example edit or add metadata. This requires us to access your DTU Data account. When you use DTU Data you



accept that members of the staff at DTU Library have the rights and permissions to take the necessary steps e.g. to optimize metadata in order to facilitate the digital sustainability, distribution or re-usability of Content.

Although we review Items upon publication, we do not systematically monitor Content that we publish in the repository. You as a depositor and owner of an Item are responsible for updating your Items when relevant or notifying us if you need us to assist you.

Once an Item is published, it will be permanently online and accessible. However, in cases where an Item does not comply with the Terms of Use, the Item will be unpublished immediately if a third part or the depositor notifies DTU Library.

Please refer to the section Withdrawal of Content [Withdrawal of Content](#).

## General

### Metadata Policy

All Items that are published in DTU Data is accompanied by metadata and is assigned a DOI ([Digital Object Identifier](#)). The DOI will enable permanent persistent linking to the metadata record.

The metadata – information describing the Content of an Item, are publicly available for reuse without restrictions unless otherwise specified under the [Creative Commons 1.0 Universal](#) license.

### Limitation of Liability

DTU do not warrant, and hereby disclaim any warranties, with respect to the accuracy, adequacy or completeness of any information obtained from DTU Data.

DTU is not liable for substantive errors or for incorrect conclusions based on the Content and has no liability for any loss of production, consequential loss, loss of profit or other indirect loss, related to the use of the Repository and its Content. The final assessment of Content relies on the Users own scientific judgment.

DTU also do not guarantee that files are error free or warrant that the site will always operate in an uninterrupted manner.

Depositors grants DTU the right to at any time migrate Content and associated metadata to another repository solution on the condition that the new repository will continue to make Content available on the same Terms and Conditions, - globally online and free of charge.

### Withdrawal of Content

DTU Data staff are screening Content prior to its publication for copyright issues and sensitive information. However, issues cannot be entirely eliminated and staff are not responsible for the Content and quality of deposited material.



If you believe that Content in the repository, infringe copyright, privacy concerns or due to other legitimate causes should be taken down, please contact DTU and provide the following information:

- your contact details;
- sufficient information, including the Item`s title, URL to landing page and DOI needed to identify the Item/s;
- the reason for filing your complaint;
- If your complaint or request relates to copyright or related rights, confirmation that you are the Rights holder or affected subject, or an authorized representative of the rights holder or affected subject.

### [Actions to be taken on receipt of a complaint](#)

DTU reserves the authority to remove Content from DTU Data. We will take down the Item that is subject to issues while we process the complaint and will notify the depositor of the alleged infringing Content that the Content has been temporary removed. When the authenticity of the complaint and authority of the complainant has been verified the depositor of the Content will be given time to refute the complaint.

Content that is subject to complaint will remain unavailable until the depositor has proven to the satisfaction of the Legal Office that it does not breach any law.

Notwithstanding the foregoing, DTU reserves the right to, temporarily or permanently unpublish any Item at any time if DTU determines that the Content is inappropriate (e.g. containing sensitive personal data, information infringing or otherwise illegal or confidential material).

### [Non-compliance with the Terms of Use](#)

DTU reserves the right to determine when non - compliance is occurring and what acceptable actions are to stop it.

It is the responsibility of the Depositor to ensure that they have the rights or permissions needed to comply with these Terms. As a Depositor you agree to provide the information DTU may request to demonstrate that you own or otherwise control all rights required to make any publication in accordance with these Terms.

The User indemnifies DTU against all claims other parties may bring against DTU as a direct or indirect result of the fact that the user has not or has incompletely taken these Terms of Use into consideration.

### [Changes to these terms](#)

DTU may revise, adjust or change these Terms of Use at any time. You should regularly check and review the current Terms of Use.



### Applicable law

Danish law governs these Terms of Use.

### Contact info

If you have any questions or comments, need support in using DTU Data, or if you are unsure whether your intended use is in line with these Terms of Use, or if you seek permission for a use that does not fall within these Terms of Use, please contact us at [datamanagement@dtu.dk](mailto:datamanagement@dtu.dk)

Staff at DTU Library will assist you if you need help.