

# EUDAT Services Terms of Use

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## **Introduction**

### **Use of EUDAT services and resources**

This document describes the Terms of Use (ToU) of EUDAT resources and services. Before using any EUDAT services and resources each user must have read and agreed to understand and follow these terms.

This ToU can be subject of change.

## **Definitions**

### **Resource and Services description**

The shared services and resources made available to users for research purposes are software, (compute) servers, storage devices, media and network devices which are part of the EUDAT infrastructure.

### **Scope of application**

The current document applies to all EUDAT services and resources. It applies for users who are using EUDAT services. The user's consent to this Terms of Use is particularly assumed after he/she has logged into a EUDAT services (e.g. B2DROP, B2SHARE).

### **Targeted Audience**

This ToU is addressed to community data managers, (third party) service providers using resources or services of any EUDAT site (e.g. the Service Hosting Framework) as well as end users of EUDATs B2-services (e.g. the B2DROP, B2SHARE, B2FIND or B2ACCESS). This targeted audiences is called "Users".

## **Users rights and duties**

Users must adhere to the general EUDAT policies and procedures described below including policies on the proper use of information services, information security, privacy and computing, storage and networking facilities, and legal terms.

In case of problems and to ensure the protection of their rights, users can request assistance from EUDAT Help Desk: <http://eudat.eu/support-request>.

Users should report issues caused by the user or about issues with a service, service component or resource provided by EUDAT partners in a reasonable timeframe, if the issue is related to a violation of these terms. Reports about violations should be directed to the EUDAT Help Desk which will document and redirect the issue report to the appropriate site and person(s) for action or will handle it directly, depending where the violation has occurred.

## **Personal information**

When necessary for providing a requested service, users must provide truthful and relevant personal information such as name, address, and project. They also must notify administrators with any changes to these records. Details concerning the personal information needed are specified for each service in a separate document.

## **Acceptable use and limited liability**

You shall only use EUDAT services and resources to perform work, or transmit or store data consistent with the stated goals, policies and conditions of use as defined by the body or bodies granting you access.

You shall not use EUDAT services and resources for any unlawful purpose and not (attempt to) breach or circumvent any administrative or security controls.

You shall respect intellectual property and confidentiality agreements.

You shall protect your access credentials (e.g. private keys or passwords).

You shall immediately report any known or suspected security breach or misuse of EUDAT services and resources to the EUDATCSIRT [csirt@eudat.eu](mailto:csirt@eudat.eu).

Use of the EUDAT services and resources is at your own risk. There is no guarantee that the EUDAT services and resources will be available at any time or that it will suit any purpose. EUDAT is not liable to any compensation in case of lost data or loss of service.

Logged information, including information provided by you for registration purposes, is used for administrative, operational, accounting, monitoring and security purposes only. This information may be disclosed, via secured mechanisms, only for the same purposes and only as far as necessary to other organizations cooperating with EUDAT. Although efforts are made to maintain confidentiality, no guarantees are given.

The access-granting bodies and Resource Providers are entitled to regulate, suspend or terminate your access, within their domain of authority, and you shall immediately comply with their instructions.

You are liable for the consequences of your actions if these are violating any of these conditions of use.

## **Access conditions**

If necessary and where not provided by the user's community, a *userid* will be assigned by EUDAT with an associated *password* generated by and under the control of the user. Access rights to EUDAT services and resources are granted and bound to the user's identity wherever and whenever necessary. Access is granted for a limited period of time, at the end of which a renewal can be obtained. The range of resources and services which can be accessed and used by the user can be restricted.

These access rights to EUDAT services and resources (required in case of write access or read access to access-restricted resources), as well as the means to use it, are personal, non-transferable, and temporary. Users whose access rights will terminate for any reasons will be informed in a proper time frame. Details may depend on a service level agreement.

Each user is accountable for the resource usage made from his account. To fulfill these responsibilities, some precaution measures should be taken, among which:

- Maintain and protect secure passwords or other credentials according to best practices and change them periodically according to EUDAT Guidelines or best practices;
- Safeguard their personal information, passwords and other credentials and authorization codes, and confidential data;
- Take full advantage of file or digital object security mechanisms built into the systems;
- Follow EUDAT security policies and procedures, laws established to control access to and use of data.

## **Confidentiality**

User files are personal, even if they are physically accessible. Consequently, users must:

- Respect the privacy of other users; for example, not to intentionally seek information on, obtain copies of, or modify files, tapes, or passwords belonging to other users or EUDAT;
- Not divulge sensitive data to which they have access without explicit authorization to do so.

### **Use of shared services and resources**

The use of EUDAT services and resources by a large numbers of users with different needs requires compliance to some rules. Thus, and in addition of the above, users should:

- Respect the intended usage of resources; for example, to use only the account name and password, funds, transactions, data, and processes assigned by service providers for the purposes specified, and not to access or use other account names and passwords, funds, transactions, data, or processes unless explicitly authorized to do so by the appropriate authority;
- Respect the integrity of the computing and networking facilities; for example, not to intentionally develop or use programs, transactions, data, or processes that harass other users, or exploit defective configurations, program errors or any other method to secure a higher level of privilege, or infiltrate the system or damage or alter the software or data components of a system. Alterations to any system or network software or data component are to be made only under specific instructions from authorized staff;
- Respect the financial structure of the facilities provided by EUDAT; for example, not to intentionally develop or use any unauthorized mechanisms to alter or avoid charges levied by EUDAT for computing, storage, network, and data processing services.

### **Legal restrictions**

EUDAT computing, storage and network resources are provided for science and research purposes. There can be restrictions based on country or state laws which will be stated explicitly.

### **Use of research resources**

EUDAT resources and services should not be used for personal or business purposes; for example, computing and network facilities may be used neither in connection with compensated outside work nor for the benefit of organizations not related to EUDAT. It is thus inappropriate to use EUDAT resources for:

- Commercial gain or placing a third party in a position of commercial advantage;
- Any non-EUDAT related activity, including non-EUDAT related communications;
- Commercial advertising or sponsorship except where such advertising or sponsorship is clearly related to or supports the EUDAT mission.

Before a commercial service is going to use EUDAT resources, EUDAT must be contacted via the Helpdesk.

### **Personal information and data privacy**

EUDAT resources can potentially make personal information available to users. Access to such data is provided only for statistical and research purposes. Personal Information shall not be used for any other purposes without the prior written consent of EUDAT and where necessary the data producer(s):

Users should:

- Neither disclose nor compromise any of the Personal Information from the individual records obtained or produced from the Personal Information to (i) anyone other than those approved for the same research Purpose and (ii) EUDAT staff involved in the review of the outputs for the statistical disclosure control.
- Ensure that no attempts are made to link the Personal Information to any other files in order to relate the particulars to any identifiable individual person, business or organization unless such data linkage exercise has been explicitly approved at the time of the application for an Approved/Accredited Researcher status as part of their proposed research project, or approved subsequently as part of a special request to the data owners or their delegated decision-making body.

On termination of the current document for whatever reason, all access to the Personal Information related to the Purpose shall cease forthwith, and electronic access be denied.

EUDAT reserves the right to monitor, record, and audit, or to request a written report from the users regarding, the use and activities relating to the use, of the Personal Information by the users during the lifetime of this agreement.

Any incidents of unauthorized access to, processing of, or disclosing of, the Personal Information must be reported immediately to EUDAT.

### **Software protection**

Users must respect the legal protection provided by copyright and licensing of software and data; for example, not to make copies of a licensed computer program to avoid paying additional license fees or to share it with other users.

### **Inappropriate content**

In addition to the software protection, users are not allowed to use EUDAT resources to store or access any potentially unlawful or clearly inappropriate content or data. Any violation being identified on the EUDAT resources will lead to sanctions, access termination and legal actions.

### **Potential sanctions**

Any user who abuses the privilege of their access to EUDAT resources in violation of this policy will be subject to corrective action, including possible termination of access, legal action, and criminal liability.

### **Administrative action**

Access rights can be suspended and access can be immediately denied as soon as the user's position or projects do no longer require it. Access rights can also be suspended or terminated if the user abuses the rules defined in this policy document; for example, supplying deliberately erroneous information, using another user's account, copying or distributing copyrighted or licensed software or data will be considered as a policy violation, and as such will be subject to termination of access.

### **Legal action**

EUDAT may mandate local representatives to take legal action based on laws in place in the country or state where the violation has been taken place, regardless of the administrative actions taken.