

THE ODUM INSTITUTE

FOR RESEARCH IN SOCIAL SCIENCE

Odum Institute Data Archive UNC DATAVERSE TERMS OF USE

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As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. For purposes of the Terms of Use, "Content" includes, without limitation, any information, data, text, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by ODUM or its partners on or through the Service.

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- contains 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 unauthorized access to any system, data or other information of ODUM or any third party.

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User Submissions

The Service provides you with the ability to upload, submit, disclose, distribute or otherwise post (hereafter, "posting") Content (including, without limitation, information, data, and images) to the Service ("User Submissions") and to allow other users to do so. The Service provides you with the ability to display, organize, and accept Content through creation of a Dataverse.

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An important part of the mission of ODUM is to acquire and preserve research data and provide access to it. ODUM is a member of the Data Preservation Alliance for the Social Sciences ("Data-PASS"), a partnership of major social science data archives in the United States. ODUM intends to

create archival versions of the Content that will facilitate preservation, verification, management, and use, and to permanently archive these versions of the Content at multiple locations. ODUM will use good archival practices, as identified by ODUM and Data-PASS, to retain and preserve Content deposited into the Site. Notwithstanding, you acknowledge that ODUM and Third-Party Dataverse Administrators will not be liable for any loss of or damage to the User Submissions, either in whole or in part.

Please be aware that ODUM does not review User Submissions before they are made available to the public, so we may only accept data that are publicly distributable. BEFORE YOU CONTRIBUTE DATA TO ODUM, YOU MUST ENSURE THAT THE DATA MEET OUR TERMS AND CONDITIONS. If your data do not meet our terms and conditions, ODUM will be unable to accept your data. You will be held legally and financially responsible for damages to ODUM if data you contribute violate these terms and conditions.

By posting User Submissions on or at the Site, or otherwise through the Service, to your Dataverse or other Dataverses, or by allowing others to do so, you make the following representations and warranties to ODUM and to the administrator of that Dataverse:

- The User Submissions 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 other person or of any other third party.
- The User Submissions do not violate any laws, including but not limited to laws related to defamation or obscenity.
- You will promptly notify both ODUM and the administrator of the Dataverse curating the User Submissions of any confidentiality, privacy or data protection, licensing, or intellectual property issues regarding the User Submissions.
- The User Submissions 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 unauthorized access to any system, data or other information of ODUM or any third party.
- You acknowledge that ODUM will not be liable for any loss of or damage to the User Submissions, either in whole or in part.
- If the User Submission is subject to IRB review, the User Submissions were given IRB approval.

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- The User Submissions do not contain information that could directly or indirectly identify the subject except where the release of such identifying information has no potential for

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- This information has been previously released to the public
 - This information describes public figures, where the data relates to their public roles or other non-sensitive subjects
 - A sufficient length of time has passed since the collection of the information so that the data can be considered "historic"
 - All identified or identifiable subjects have given explicit informed consent allowing the public release of all of the information in the dataset
 - All information was collected with an explicit statement concerning the public nature of the data, such as information collected for certain governmental regulatory purposes
 - For federal records (data created by a U.S. federal government agency or under a federal contract) only, all identified or identifiable subjects are deceased and no federal statute explicitly restricts the release of the data
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 - To describe, catalog, validate and document the User Submissions
 - To store, translate, copy or re-format the User Submissions in any way to ensure their future preservation and accessibility, improve usability and/or protect respondent confidentiality
 - To incorporate metadata (cataloging information) or documentation in the User Submission into public access catalogues

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- Nothing in the Custom Data Usage License Agreement conflicts with, supersedes, or limits, in whole or in part, any prior contractual obligations on the part of the User, any third parties, downloaders, the Site, or ODUM.

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As another alternative, users may choose to use Harvard Dataverse's restricted data usage license agreement ("Data Use Agreement"). By choosing to use this Data Use Agreement, users acknowledge and agree that:

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- ODUM is not a party to the Data Use Agreement and cannot be held responsible for the substance, sufficiency, or effectiveness of any terms found within the Data Use Agreement; and
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- 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 datasets or other materials uploaded by a user; and
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These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of North Carolina (excluding the conflict of laws rules thereof). All disputes under these Terms and Conditions will be resolved in the applicable state or federal courts of North Carolina. You consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Use, including without limitation, this section.

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