

# THE ODUM INSTITUTE

FOR RESEARCH IN SOCIAL SCIENCE

## Odum Institute Data Archive UNC DATAVERSE TERMS OF USE

### Acceptance of Terms

The following terms and conditions govern all use of the UNC Dataverse website <https://dataverse.unc.edu> (the “Site”) and the services available on or at the Site (taken together, the “Service”). The Service is owned and operated by The Odum Institute for Research in Social Science (“ODUM”) at the University of North Carolina at Chapel Hill (“UNC”). The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein (the “Terms of Use”) and all other operating rules, policies and procedures that may be published from time to time on this Site by ODUM.

The Service is available only to individuals who are at least 13 years old or possess legal parental or guardian consent and are formally affiliated with UNC, with exceptions made to individuals not affiliated with UNC but who have legitimate interest in the Service and subject to approval by ODUM. If you do not so qualify, do not attempt to use the Service. ODUM may refuse to offer the Service to any person or entity at any time and may change its eligibility criteria, at any time, in its sole discretion.

### Modification of Terms of Use

ODUM reserves the right, at its sole discretion, to modify or replace any of the Terms of Use at any time. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

### Privacy

ODUM's current Site Privacy Statement is incorporated into these Terms of Use. For inquiries in regard to ODUM's Privacy Policy, or to report a privacy-related problem, please contact [odumarchive@unc.edu](mailto:odumarchive@unc.edu).

### Rules and Conduct

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.

By way of example, and not as a limitation, you shall not (or permit others to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content using any communications service or other service available on or through the Service, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- 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.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by ODUM in its sole discretion) an unreasonable or disproportionately large load on ODUM's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (iii) bypass any measures ODUM may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).

You shall abide by all applicable local, state, national and international laws and regulations.

## Registration

As a condition to using Services, you may be required to register with ODUM via the Service using Shibboleth single sign-on ("Shibboleth"). Shibboleth Login will automatically provide ODUM with accurate, complete, and updated registration information. Any attempts to circumvent registration requirements shall constitute a breach of the Terms of Use, which may result in immediate termination of your Service account.

Users whose institutions do not use Shibboleth may request ODUM create a local account for them via the Service ("Service Login Name"). ODUM will require these users to provide a Service Login Name with accurate, complete, and updated registration information. ODUM may limit certain uses of the Service for Service Login Name users. Additionally, all users granted a Service Login Name shall not (i) select or use as a Service Login Name a name of another person with the intent to impersonate that person; (ii) use as a Service Login Name a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a Service Login Name a name that is otherwise offensive, vulgar or obscene.

ODUM reserves the right to refuse registration of or cancel a Shibboleth-registered account or Service Login Name in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Service password. You shall never use another user's account without such other user's express permission. You will immediately notify ODUM in writing of any unauthorized use of your account or other account related security breach of which you are aware.

## User Submissions

The Service provides UNC affiliates and non-UNC affiliates approved by ODUM 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 registered users to do so. The Service provides you with the ability to display, organize, and accept Content through creation of a Dataverse.

The Service also provides UNC affiliates and non-UNC affiliates approved by ODUM with the ability to post User Submissions to other Dataverses administered by third parties ("Third-Party Dataverse Administrator"), subject to the permissions and terms of use required by those Third-Party Dataverse Administrators. User Submissions posted to Third-Party Dataverse Administrators are also subject to curation by the Third-Party Dataverse Administrator for that Dataverse. For local login users, the Service allows the ability to post User Submissions to a Dataverse subject to the approval of the Third-Party Dataverse Administrator for that Dataverse.

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.

The Service gives the Dataverse owner the ability to restrict access to User Submissions to specified user accounts ("Restricted User Submissions"). Third-Party Dataverse Administrators may also choose to restrict certain User Submissions in accordance with their own terms of use. All other User Submissions shall be deemed openly accessible to the public, or "Unrestricted." 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 contain information that could directly or indirectly identify the subject except where the release of such identifying information has no potential for constituting an unwarranted invasion of privacy, a breach of confidentiality, or a violation of any applicable law. This includes, but is not limited to, the removal of any information subject to European Union data protection law or equivalent contractual restrictions on the use of data concerning a person in or from the European Union. In addition, for all personally identifiable information in the data, at least one of following conditions applies:
  - 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
- You give permission and any required licenses to ODUM to make the Content available for archiving, preservation and access, within Data-PASS including, without restriction, permission:
  - To re-disseminate copies of the User Submissions in a variety of distribution formats according to the standard terms of use of UNC Dataverse
  - To promote and advertise the User Submissions in any publicity (in any form) for Data-PASS and the UNC Dataverse
  - 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

You shall not provide ODUM with any confidential or proprietary information that you desire or are required to keep secret. You are solely responsible for the User Submissions you post on or through the Service. ODUM does not endorse and has no control over any User Submission. ODUM has no obligation to monitor the Site, Service, Content, or User Submissions. ODUM may remove any User Submission at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submission), or for no reason at all. You represent and warrant that you are lawfully entitled and have full authority to license ODUM to use the User Submission in the ways described in these Terms and Conditions; and you are not under any obligation or restriction created by law, contract or otherwise that would prevent you from entering into and fully performing these Terms and Conditions.

### User Submission Data Usage License Agreement

You hereby adopt and agree to the Creative Commons Zero Public Domain Dedication Waiver, or you hereby affirm that you have adopted a Custom Data Usage License Agreement or the Data Use Agreement described below.

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You acknowledge that UNC Dataverse's default data usage license agreement for all uploaded materials is a Creative Commons Zero ("CC0") Public Domain Dedication Waiver. For more information, please visit Creative Commons Zero Full Legal Text at <https://creativecommons.org/publicdomain/zero/1.0/legalcode>. Unless you take all steps necessary to give full legal effect to a "Custom Data Usage License Agreement" or the "Data Use Agreement" described below, you agree to all terms and responsibilities set forth in the CC0 Public Domain Dedication Waiver.

#### 2. Custom Data Usage License Agreement

As an alternative, users may draft a Custom Data Usage License Agreement. By choosing to draft a Custom Data Usage License Agreement for a particular dataset, users represent that:

- They have written themselves or have permission to use the language of the data usage license agreement they choose;
- The Custom Data Usage License Agreement covers all restrictions and protections they wish to retain and will not rely on the Site to provide any further protections or restrictions;
- They are solely responsible for ensuring the Custom Data Usage License Agreement is legally sound and that the Site has no responsibility for any term or part of the Custom Data Usage License Agreement; and
- 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.

#### 3. Data Use Agreement

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:

- ODUM owes no obligation or responsibility and makes no representations with regards to the legality, enforceability, accuracy, or desirability of the Data Use Agreement;
- 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
- ODUM has no obligation to aid or support either party to the Data Use Agreement in the execution or enforcement of the Data Use Agreement’s terms.

You hereby acknowledge that all Users are responsible for establishing, maintaining, and enforcing the license terms they choose to use for access to and use of User Uploads. You agree that ODUM is not responsible for any errors, inaccuracies, unenforceable terms, liabilities, damages, or other costs or consequences that may arise from choosing any of the options afforded in this Agreement and that ODUM will not be responsible for reviewing or enforcing compliance with any license terms the user may choose to employ.

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The Site represents that it will use reasonable efforts to maintain open access to datasets for users to download, subject to Depositors’ restrictions and any applicable legal restrictions. The Site collects and stores Download Data from each download for all users (both registered and guest), which can then be downloaded and accessed by the Depositor. Downloaders must be registered users of the Site or guests that agree to the CC0 waiver or a Custom Data Usage License Agreement for a dataset in order to take advantage of the Site’s Services, including downloading any materials or datasets. For restricted-access datasets, downloaders must be registered users of the Site and access is subject to the approval of the Third-Party Dataverse Administrator for that Dataverse. Downloaders represent that, in downloading any material from the Site, they:

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- will abide by the applicable data usage license agreement attached to the dataset;
- 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
- have practiced their due diligence in ensuring that they do not download and use any datasets or other materials where prohibited by applicable law.

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You will indemnify and hold ODUM and Third-Party Dataverse Administrators harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorneys' fees and court costs, arising from (i) the use or misuse of the Service; (ii) your access to the Site or violation of the Terms of Use by you; or, (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

### Dispute Resolution

A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and ODUM agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

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.

### Integration and Severability

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### Miscellaneous

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