

University Libraries

UCL Data Archive Terms of Use

Terms of Use

Please read these Terms of Use carefully before depositing the UCL Data Archive. The UCL Data Archive is operated and hosted by the University of Connecticut Libraries. Your submission and any access granted to the UCL Data Archive is subject to your agreement to these Terms of Use.

Modification of the Agreement

We maintain the right to modify these Terms of Use and may do so by posting modifications on this page. Any modification is effective immediately upon posting the modification unless otherwise stated. Your continued use of the UCL Data Archive following the posting of any modification signifies your acceptance of that modification. You should regularly visit the UCL Data Archive to review the Terms of Use.

Eligibility, Registration, Access, and Termination

The UCL Data Archive is limited to non-commercial educational and research activities. Posting of spam messages, commercial advertisements, or other commercial or commercialized materials is a violation of these terms and may result in the termination of your account and removal of your material.

User accounts will be granted on a limited basis following a consultation and training sessions. If you have an account and/or are allowed to participate by entering personal information, you agree that any information provided to the UCL Data Archive in these areas will be complete and accurate, and that you will neither register under the name of nor attempt to enter the UCL Data Archive under the name of another person or entity. If you have a user account, you are responsible for maintaining the confidentiality of your user ID and password, if any, and for restriction access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. The UCL Data Archive does not authorize use of your User ID by third-parties. We may, in our sole discretion, terminate or suspend your access to and use of the UCL Data Archive without notice and for any reason, including for violation of these Terms of Use or for other conduct that we, in our sole discretion, believe to be unlawful or harmful to others. In the event of termination, you are no longer authorized to access the UCL Data Archive.

Privacy and Confidentiality

The UCL Data Archive is committed to protecting the privacy of the users of our electronic resources. While the UCL Data Archive does gather data about system and resource usage for administrative purposes, the use of that information conforms to generally accepted privacy standards as detailed below.

 Data gathered about each session varies according to the method of connection to the resource.

Research Data Services University Libraries 405 Babbidge Road, Unit 1205 Storrs, CT 06269-1205



University Libraries

- The resulting logs contain information necessary for analyzing the use of resources, troubleshooting problems, and improving services.
- These logs remain intact for at least one year from the time of assessing the resource.

Personal information is only shared when it is needed to submit a digital object, share with another agency if the inquiry relates to that agency, or otherwise required by law. The UCL Data Archive does not create individual profiles with the information provided to give to any private organizations. The UCL Data Archive does not collect information for commercial marketing.

Submitting data sets or research in the UCL Data Archive makes that work publicly accessible. The depositor is guided through a process where they select files from the project, describe those files, and submit those files in the UCL Data Archive. Deposited work in the UCL Data Archive are made available to anyone with an internet connection, without restriction, or password protection.

- The UCL Data Archive is not for the storage or dissemination of government-restricted, export-controlled, or propriety company information (without permission) or Health Information Privacy Protection Act (HIPAA) data.
- Data that includes any personally identifiable or other sensitive information should be scrubbed or otherwise de-identified before submitting that data.
- The UCL Data Archive is for static data that is in its final form.

Conduct

You are responsible at all times for using the UCL Data Archive in a manner that is legal, ethical, and not to the detriment of others. Quotas for disk storage, job submissions, and other limited resources are enforced. You may request an increase in your quota, but attempting to circumvent your quota is unethical and may lead to a termination of your account. You agree that you will not:

- Use email addresses obtained or accessed through the UCL Data Archive to transmit the same or substantially similar unsolicited message to multiple recipients without a valid purpose specifically related to the research and education mission of the University of Connecticut and the UCL Data Archive;
- Use the UCL Data Archive to commit a criminal offense or to encourage others to conduct that would constitute a criminal offense or give rise to a civil liability;
- Violate any applicable law;
- Use the UCL Data Archive to impersonate other parties or entities;
- Use the UCL Data Archive to submit any content that contains a software virus, "Trojan Horse" or any other computer code, files, or program that may alter, damage, or interrupt the functionality of the UCL Data Archive or the hardware or software of any other person who accesses the UCL Data Archive;
- Upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or under a contractual relationship;
- Alter, damage, or delete any content deposited to the UCL Data Archive;
- Disrupt the normal flow of communication in any way;



University Libraries

- Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation;
- Post any material that infringes or violates the intellectual property rights of another.

Disclaimers

The UCL DATA ARCHIVE AND ANY INFORMATION, PRODUCTS, OR SERVICES ON IT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPERESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The University of Connecticut Libraries and the UCL Data Archive do not warrant, and hereby disclaim any warranties, either express or implied, with respect to the accuracy, adequacy or completeness of any good, service, or information obtained from the UCL Data Archive. The University of Connecticut Libraries does not warrant that the UCL Data Archive will operate in an uninterrupted or error-free manner.

You agree that the UCL Data Archive and its administrator, the University of Connecticut Libraries, shall have no liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors, loss of data, or interruption in availability of data), arising out of or relating to your use of the UCL Data Archive or any resource that you access through the UCL Data Archive.

The UCL Data Archive hosts content from a number of creators. The statements and views of these creators are theirs alone, and do not reflect the stances or policies of the UCL Data Archive or the University of Connecticut Libraries, nor does their posting imply the endorsement of the University of Connecticut Libraries.