



## ISSDA Dataverse Terms of Service

The Irish Social Science Data Archive (ISSDA) is Ireland's centre for quantitative data acquisition, preservation, and dissemination. Based at UCD Library, its mission is to ensure wide access to quantitative datasets in the social sciences, and to advance the promotion of international comparative studies of the Irish economy and Irish society.

### Acceptance of Terms

The following terms and conditions govern all use of the ISSDA Dataverse application by its Users. University College Dublin National University of Ireland Dublin ("UCD") operates the Irish Social Science Data Archive ("ISSDA"). The ISSDA Dataverse instance is hosted and supported by 4Science. Use of the Service is offered subject to acceptance of and compliance with all of the terms and conditions contained herein ("Terms of Use") and all other applicable operating rules, policies and procedures of the Service.

You represent and warrant that 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 of Use.

By clicking "I accept" and/or by your use of the Service, you agree and accept all the terms in this Terms of Use document ("Agreement").

### Modification of Terms

ISSDA reserves the right, at its sole discretion, to modify or replace any of the terms in this Agreement at any time without prior notice to Users. It is your responsibility to check the Agreement periodically for changes. Your continued use of the Service following the posting of any changes to the Agreement constitutes acceptance of those changes.

### Definitions

**Access request** - a request from a User for permission to access restricted files

**Account** – a means of access by an Account Holder to Restricted Datasets within the ISSDA Dataverse. An Account is accessible only by the Account Holder using their unique login information.

**Account Holder** - any individual who has registered to use the ISSDA Dataverse by means of an Account.

**Content** - any information, data, Dataset, text, software, scripts, graphics, and interactive features found on the ISSDA Dataverse application.

**Dataset** – a study, experiment, set of observations, or publication. A dataset can comprise a single file or multiple files. A Dataset can be subject to restrictions such that they are only available to Account Holders (“**Restricted Dataset**”) or be publicly available such that they are available to all Users (“**Open Access Dataset**”)

**Download Data** – information collected whenever a dataset is downloaded, including but not limited to user account name, time of download, and downloaded file name.

**“Guest”** - means an individual or entity who does not have an Account. For the avoidance of doubt, a Guest cannot access a Restricted Dataset.

**End User Licence** - terms and conditions of use for access to restricted Datasets

**ISSDA Dataverse** – the repository application server as a whole, including all Services, Content, and related features.

**Metadata** - data that define and describe a Dataset

**Service** – the ISSDA Dataverse application and all of the available services, functions, and capabilities afforded on the application.

**Site** – the ISSDA Dataverse application and server.

**Terms of Use** - these terms of use for Users

**User** – means Guests and Account Holders.

## **Terms of Use**

### **General Rules of Conduct**

The User agrees to abide by all applicable laws in their use of the Service and account registration, specifically not to undertake any activities that violate any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of data use and distribution, etc.

The User agrees not to make attempts to identify individuals. To be aware at all times of the risk of inadvertently disclosing information, which might result in the re-identification of an individual.

The User agrees not to introduce into the Service, or otherwise use 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 that are designed or intended to damage or obtain unauthorized access to any system, data files or other information of ISSDA Dataverse or any third party.

The User agrees not to make any attempts to bypass any measures ISSDA Dataverse may use to prevent or restrict access to the Service. This particularly applies to restrictions on access to Content and Datasets. The User agrees not to interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service.

The User agrees to indemnify ISSDA from claims arising from improper storage, availability, or use of unlawful records, or from illegal use of the Service.

The User acknowledges that ISSDA is not the owner of the Datasets and bears no legal responsibility for the accuracy or comprehensiveness of the Datasets supplied.

## Account registration and information

### **Open Access Dataset**

All Users, can download Open Access Datasets from ISSDA Dataverse without an Account.

### **Restricted Access Dataset**

In order to gain full access to the Restricted Datasets, the Account Holder must have an Account and be logged into that Account. For each Account Holder, ISSDA will require your first name, surname, institution, valid e-mail address, and a User Name.

You must provide ISSDA with accurate and valid information and keep this updated.

ISSDA reserves the right to refuse registration or cancel an Account in its sole discretion.

Any Account Holder seeking to access a Restricted Dataset must enter into an End User Licence and any use of such Restricted Dataset must be strictly in accordance with that End User Licence. The End User Licence is available for download in the Dataset entry under the tab "Terms" in the ISSDA Dataverse.

## Account Usage and Information

You are solely responsible for activity that occurs on your Account and shall be responsible for maintaining the confidentiality of your Account password. You will immediately notify ISSDA, at [issda@ucd.ie](mailto:issda@ucd.ie), in writing of any unauthorized use of your Account, or other Account related security breach of which you are aware.

## Accessing and Using Datasets

Users agree to reference the recommended bibliographic citation in any works that employ resources or Datasets provided by ISSDA. A bibliographic citation for the Dataset can be automatically generated in one of several specific formats by clicking on “Cite Dataset” in the ISSDA Dataverse. Users should ensure that all such works acknowledge ISSDA in the following way: “Accessed via the Irish Social Science Data Archive - [www.ucd.ie/issda](http://www.ucd.ie/issda)”

For restricted access Datasets the User agrees to ensure that reasonable steps are taken to keep the Dataset secure including, that the means of access (such as passwords) are kept secure and not disclosed to a third party (excluding those listed in the ISSDA Request Form) or used for any purpose that is not the Intended Use as specified in the ISSDA Request Form

You will promptly notify ISSDA of any confidentiality, privacy or data protection, licensing, or intellectual property issues regarding Datasets that you become aware of.

You acknowledge that Download Data in the form of account information (for Users) or temporary site identification information (for Guests) may be recorded upon download, which can then be accessed by ISSDA staff.

## Termination

You may terminate your Account at any time in writing by sending an email to [issda@ucd.ie](mailto:issda@ucd.ie).

ISSDA reserves the right to terminate your Account or your access to all or part of the Service at any time, with or without notice, if any of the following occurs:

- (a) you fail to comply with the Terms of Use;
- (b) ISSDA is required to do so for legal reasons, such as a court order;
- (c) the email address associated with your Account is no longer valid;
- (d) ISSDA, in its sole discretion, decides to terminate or limit the Service, of part thereof.

All provisions of the Terms of Use which by their nature should survive termination will survive termination, including provisions regarding intellectual property, indemnity and liability.

## Liability

Your use of the Service is solely at your own risk. The Service is provided “as is”, without warranty of any kind. In no event shall ISSDA be liable in respect to the Service or its contents:

- (i) for any any direct, indirect, consequential or incidental damages or losses arising from use of the Service, (ii) for any disruption to, unavailability of, or break in access to the Service, or (iii) for any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of your use of any Content posted, email, transmitted or otherwise made available on or through the Service.

## Indemnity

You will indemnify and shall keep indemnified ISSDA against any costs, actions, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising from i) your use or misuse of the Service; (ii) your access to the Site; (iii) your violation of the Terms of Use; or (iv) infringement by you, or any third party using your Account, of any intellectual property or other right of any person or entity, including but not limited to infringements upon any and all representations made by you in this Agreement. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

The liability provisions contained in these Terms of Use are supplemental to the liability provisions contained in the End User License.

## Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Ireland. Any dispute arising under or in connection with these Terms of Use and which cannot be settled amicably between you and ISSDA shall be finally settled by the competent courts of the Republic of Ireland.

## Integration and Severability

Except where a User enters an End User License, this Agreement is the entire agreement between you and ISSDA Dataverse with respect to the Service and use of this Site, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and ISSDA Dataverse with respect to this Site (but excluding the use of any third-party software, widgets, and applications that may be subject to a separate end-user license agreement). If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable.

## Miscellaneous

ISSDA Dataverse may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect outside the specified terms of this Agreement.

Last reviewed – March 2025

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