

SODHA TERMS OF SERVICE

1. Scope

The following Terms of Service shall apply to the use of the services offered by the Social Sciences and Digital Humanities Archive (hereinafter “SODHA”). The data archive consists of a digital repository (www.sodha.be) and is a part of the Digital Archiving service of the State Archives of Belgium (hereinafter “the State Archives”). SODHA is the end product of two research projects (SODA & BISHOPS) funded by the Belgian Science Policy Office (BELSPO).

Use of these services shall exclusively be subject to these Terms of Service, as well as to the SODHA Privacy Policy and any and all regulations related to the services described in Article 2 of the present Terms.

Once you make use of our services as described in Article 2, these terms will be applicable to you. If you are a registered user, these Terms of Service are accepted by mouse click during registration. The provisions of these Terms of Service shall also apply to use either without or before registration, during the registration process and after a user account has been deleted.

These Terms of Service shall remain in force for as long as SODHA offers its services and these Terms of Service are not amended.

2. Description of services offered by SODHA

SODHA offers users the opportunity of depositing their research data in a dedicated repository that guarantees their long-term preservation. Deposited research data will also be made available for consultation and reuse, and SODHA will also provide other related services (hereinafter referred to as “services”).

In the context of these Terms of Service, the term “research data” refers to “*documents in a digital form, other than scientific publications, which are collected or produced in the course of scientific research activities and are used as evidence in the research process, or are commonly accepted in the research community as necessary to validate research findings and results*” (Article 2, (9) [Directive \(EU\) 2019/1024 on open data and the reuse of public sector information](#)). In the present Terms, the term “deposited research data” refers to research data (as defined above) deposited within SODHA.

SODHA intends to make deposited research data searchable, accessible, interoperable and reusable. SODHA reserves the right to offer services against payment in the future.

3. Use of services

3.1 Registration

The use of certain services requires users to register through a registration process and set up a user account.

In the course of registration, personal data are collected. Users shall confirm that the information they have provided is correct, up to date and complete, and they shall agree to keep this information up to date. They shall consent to the collection, processing and use of these data by SODHA, to the extent that is necessary for achieving the purpose of the services. This consent is revocable.

More information on which data are collected, why they are collected and how to revoke consent can be found in the [SODHA Privacy Policy](#).

3.2 Lawful conduct

Users shall agree to behave lawfully when using the services or/and when registering an account and shall in particular agree not to pursue any illegal purposes, not to commit any copyright violations or violations of personal rights, and especially not to disseminate research data which are discriminating, extremist, pornographic or of any other unlawful or/and harmful nature.

In the event of deposited research data containing personal data, depositors shall – in the absence of consent to non-anonymised use – anonymise the research data. The decision to anonymise or not shall be made by the depositor in accordance with the code of conduct relating to processing and controlling of personal data. All registered users are legally bound by the code of conduct relating to the processing and controlling of personal data.

Users shall agree not to make any attempts or take any measures that result in the circumvention of the service restrictions put in place by SODHA. This particularly applies to restrictions of access to deposited research data.

Users shall agree to indemnify SODHA against any claims asserted by third parties due to the culpable (negligent or wilful) storage and making available of unlawful archive materials or the use of deposited research data by users, as well as due to unlawful use.

Users shall agree not to use the IT infrastructure provided by SODHA disproportionately or to an extent that exceeds the level of normal use by other users. SODHA shall be entitled to define what extent of use shall be deemed disproportionate.

3.3 Terms of use

Research data that has been deposited in the SODHA repository can only be accessed and used according to the terms of use that have been granted for them by the depositors. The terms of use contain the conditions imposed by depositors on the reuse of the deposited research data. More information on these terms of use can be found in the [SODHA Access and Reuse Policy](#).

3.4 Non-compliance

Non-compliance with this article 3 may result in an immediate cancellation of any and all transactions between SODHA and non-compliant users. This includes but is not limited to the removal of the user account and refusal by SODHA to renew it.

Non-compliance with paragraph c of this article may result in liability of users by SODHA and/or depositors.

4. Storing & making deposited research data available

4.1 Metadata

In the course of the deposit procedure, depositors will have to provide descriptive data about their research data (hereinafter “metadata”). Depositors shall confirm that the information they have provided is correct, up to date and complete, and they shall agree to keep this information up to date. Personal data are collected in this metadata. The basis for processing this information by

SODHA will be the [SODHA Deposit Agreement](#) that is signed by depositors during the deposit procedure. More information on this processing can be found in the [SODHA Privacy Policy](#).

4.2 Consultation and reuse

All deposited research data are open for consultation through SODHA. Users are free to download the metadata of the deposited research data once said data are published.

In the course of the deposit procedure, the depositor will have to determine the terms of use for their research data by choosing from the SODHA access and reuse regimes. These regimes determine the degree of access to the deposited research data and the conditions imposed on the reuse of the deposited research data. SODHA cannot be held liable for providing contact information which proves not to be correct or for denying access to deposited research data or any other more restrictive conditions or barriers the depositor can impose.

Next to the bibliographical references referred to in Article 5 of these Terms of Service, when distributing or disclosing the deposited data after having obtained permission (in cases of restricted access), users shall always state or declare:

- the name of the holder of the rights to the dataset;
- that the holder of these rights has authorised the distribution of the data;
- that redistribution by third parties is not allowed without express permission of the holder of the rights to the dataset.

More information on this can be found in the [SODHA Access and Reuse Policy](#).

4.3 Liability concerning deposited research data

None of the research data that have been deposited within SODHA, nor any links to websites, originate from SODHA. SODHA only stores deposited research data and makes them available for consultation and reuse. SODHA does not assume ownership of deposited research data and dissociates itself from their form and contents. To the extent that users do not report to SODHA or are supervised by the State Archive, SODHA shall not be responsible for any deposited data that have been stored and made available and does not assume any warranty for other contents and activities of users.

SODHA does not examine, control or monitor the research data that have been deposited within SODHA either before they are made accessible online or with regard to their lawfulness. Deposited research data are not examined with regard to the intellectual property right status; this particularly applies to the ownership of anyone who can claim an intellectual property right on the deposited research data. SODHA shall not, on its own account, investigate circumstances that indicate possible unlawful actions. Should SODHA actually become aware of any unlawful actions or unlawfully deposited research data, or should SODHA become aware of any circumstances that clearly indicate unlawful activities or unlawfully deposited research data, SODHA shall be entitled to remove said deposited research data immediately and to block access to them.

4.4 Non-warranty

Services are provided without any warranty, particularly with regard to the preservation, making available and period of availability of deposited research data. SODHA shall be entitled to delete deposited research data that have been stored and made available by users at any time and without stating reasons for said deletion. SODHA shall not be liable for the loss of deposited research data or parts thereof. It shall not be admissible to demand the subsequent deletion of deposited research

data that have been stored and made available, unless a serious reason can be asserted or unless the depositor enables the procedures for removal provided by the [SODHA Deposit Agreement](#). As a rule, cases such as those given under paragraph c of this article shall be deemed to constitute a serious reason. Even if deposited research data are deleted or blocked, fundamental metadata that indicate the prior existence of deposited research data will continue to be visible. Deposited research data that have been stored and made available can, by means of metadata, be found in search engines such as but not limited to “Google.”

Should the services be discontinued for an important, unavoidable reason, SODHA shall make endeavours to preserve the archive materials to the greatest extent that is possible for the archive. This shall also include the right to transfer, at any time, the rights granted to deposited research data.

5. Bibliographical reference when using deposited research data in publications

Users shall always include bibliographical references in the research results that they publish, in whichever form, where use is made of deposited research data originating from SODHA. This applies to datasets in all access categories.

Said references consist of at least the following:

- Name (names) of the person(s) and/or organizations who produced the deposited research data. This is the information mentioned in the description of the deposited research data, under the tab “Metadata,” in the field “Author.” The information contained in this field is copied fully, if present;
- The year in which the deposited research data was deposited (automatically saved by SODHA’s software; can be distinguished from the year(s) when the data were produced by the use of fields such as “Production Date,” “Date of Description,” “Date of Collection,” among others);
- The title of the deposited research data (field “Title of the Dataset” in the metadata);
- The name of the archive in which the dataset is archived: SODHA (can be distinguished from a previous storage place by the use of fields such as “History of the Data” or “Original Archive”);
- The persistent identifier of the dataset, (field “Persistent Identifier” in the metadata).

A bibliographic entry for the deposited research data can be automatically generated in one of several specific formats by clicking on “Cite Dataset.” For bibliographical references to digital reports, usual guidelines for citing reports apply.

6. Publications

SODHA shall be informed about any publications that relate to the deposited research data. This shall ensure the traceability of the use of services and thus their preservation, and it shall also encourage reuse of research data. SODHA shall be informed of any publications that have used research data that are deposited within SODHA as soon as such publications appear in any form, and, at the latest, 2 weeks following publication, by means of an e-mail including the citation to sodha@arch.be.

7. Amendments to these terms

SODHA shall reserve the right to amend these Terms of Service at any time. Any amendments shall be communicated to users in advance on the website sodha.be or by e-mail to the e-mail addresses given by users upon their signing up or, if users used their institutional login, to the address that is

also the institutional login. Unless consent to the amended Terms of Service is withdrawn before they have entered into force, the new Terms of Service shall be deemed accepted. The time of entry into force shall be specified when the information on the amendments is communicated.

8. Applicable law

Belgian law will be applicable on these Terms of Service.

For the stipulations concerning reuse, the Federal Act of 4 May 2016 on reuse [[DE](#)] [[FR](#)] [[NL](#)] will be applicable.

When a dispute arises between SODHA and a user concerning these terms, the parties will first make an effort to come to an amicable solution if both parties agree [BELMED](#) will be appointed as an online mediator for the dispute. If not, the courts of Brussel will be competent.

9. General provisions

Should individual provisions of these Terms of Service be, or become, ineffective or unenforceable, the remaining provisions shall continue to be effective and enforceable. In such an event, the parties to the agreement shall endeavour to replace the ineffective or unenforceable provision with an effective and enforceable one that as closely as possible fulfils the purpose of the ineffective or unenforceable provision.

If these Terms of Service come into conflict with the [HARVARD Dataverse General Terms of Use](#), then the SODHA Terms of Service will have preference.

10. Version history of this document

Date	Version number	Changes made
07-09-2020	1.0	First version
03-02-2021	2.0	New version history section, minor layout edits, correction of typos)
06-05-2021	2.1	Font of the document changed from Arial to Calibri)
26-05-2021	2.2	<ul style="list-style-type: none"> • Correction of typos • Removal of the brackets in the name of SODHA (formerly: "(Digital)") • Adding several external links (Belgian law, Harvard ToS...)
30-07-2021	2.3	<ul style="list-style-type: none"> • Amendments in relation to use of personal data in article 3.2 • Links added to online versions of texts cited (esp. in German)