



DMP.deic.dk Terms of service

DMP.deic.dk (henceforth DeiC DMP) is a service offered by DeiC, based on the open source DMPRoadmap code base, which is jointly developed by the Digital Curation Center (DCC) and the University of California Curation Center (UC3). Administration of content and user support is performed jointly by the Royal Danish Library and Technical University of Denmark (DTU Library).

Users and agreement

DeiC DMP is a tool for writing data management plans in a research context.

All individuals coming from institutions connected to DeiC (as defined in “Tilslutningsvilkår for forskningsnettet”, section 2, which may be found at www.deic.dk) may create an account on DeiC DMP. This account is created using local conventional credentials (userid/password). The account may be linked to a WAYF login, but this is not compulsory.

These credentials are not automatically altered or deleted in case the user’s WAYF login is terminated, and the default behaviour is therefore that the user account lives on in this case. This means that if an institution wants a user account to close, this must be sent as a request to the support of DeiC DMP before the user leaves the institution.

By using DeiC DMP, the user at the same time implicitly accepts these terms of use. For users already active on DeiC DMP, this agreement enters into effect from the 1st of January, 2019.

The parties to this agreement is the user’s home institution respectively DeiC, DTU, Bldg. 305, 2800 Kgs. Lyngby, CVR-no. 30060946.

Costs of the service

Individual users are not charged for the usage of DeiC DMP. The costs of the operation of DeiC DMP are covered by the general budget of DeiC (The Danish Finance Act §19.45.02.10).

Service Level Agreement, operations and support

The service level of DeiC DMP follows the general SLA of DeiC, which can be found at the DeiC website (www.deic.dk). Operational issues are announced on serviceinfo.dk.

Rights

It is announced on www.dmp.deic.dk how to get support for the service.



The individual user is responsible for the content and holds all rights to data stored by the user in DeiC DMP.

Cookies

The user accepts that DeiC DMP uses cookies. Further information about Cookies and the usage policy of DeiC can be found on the DeiC website (www.deic.dk).

User details and privacy

The contact details of users may be used by DeiC and DeiC DMP support staff to contact users regarding issues related to the usage of DeiC DMP. DeiC will not sell, rent or trade any personal information provided by the users.

Security and Data Processing Agreement

The security of DeiC DMP is the responsibility of DeiC. DeiC operates the service on Danish territory in a data center, controlled by DeiC. DeiC is therefore prepared to enter a Data Processor Agreement with the user's home institution. This Data Processor Agreement must be based on a common template that can be found on www.deic.dk. It is the intention of this Data Processor Agreement to ensure adequate protection for personal and/or sensitive data, enabling the user to be compliant with the Danish Data Protection Act as well as GDPR.

In DeiC DMP, it is possible to appoint library support accounts for an institution. This library support has access to all data entered by all the institution's users. It is also possible to appoint library support by staff belonging to a different legal entity. If this feature is used, it is the responsibility of the institution to regulate the relation between user, data and library support staff. This relation is of no concern to DeiC.

Data loss

Data lost as a consequence of users' actions (unintended deletion etc) and/or software errors in users' browsers, editors etc, can in general not be expected to be recovered by DeiC. DeiC takes backup regularly, the purpose of which is only to restore data in the event of failures in the data center.

Logging

Users' actions may be logged. The retention time of this log can be as long as five years. DeiC can not guarantee, however, that a particular action at a particular time is logged, as this depends on actual log levels and other kinds of configuration at a specific time.

Amendments to this agreement

Termination of the service and other major changes will have to be decided by the board of directors of DeiC. This will be announced at least one year ahead. In the last part of that period (up to 6 months) DeiC may decide that the service is only available for download. DeiC may update or change DeiC DMP as well as making adjustments to this agreement at any time. Such minor changes will be announced as news items on the DeiC webpage (www.deic.dk).

Termination of the agreement

If a user and/or institution wants to terminate this agreement, and thereby cease to be users of DeiC DMP, DeiC is allowed to keep data on DeiC DMP for up to 6 months.

As a consequence of unlawful use of DeiC DMP or other inappropriate action of the user, DeiC is permitted to close the access of the particular user.

Complaints and disputes

This agreement is governed by Danish law. Decisions made by DeiC, can be appealed to the board of directors of DeiC. The user accepts that DeiC will not pay any damages to users and/or institutions in case of data loss, lack of availability of the service or other forms of indirect loss.

The user bears any and all responsibilities for the content entered by the user in DeiC DMP, including intellectual property rights.