

ISTA Research Explorer Terms of Use

1. Preamble

- 1.1. ISTA Research Explorer ("ISTA REX") is the publicly accessible publication and data repository of the Institute of Science and Technology - Austria ("ISTA"), where ISTA affiliated publications in full text and data of research conducted at ISTA can be found. The primary objective of the service is to promote sharing and accessibility of research output and secure storage.
- 1.2. Users' Agreement to the Terms of Use: By accessing or using any of the provided services (eg uploading, downloading and searching of ISTA REX, together the "Services") you acknowledge that you have read, understood and agreed to be bound by these ISTA REX Terms of Use (the "Terms"). You acknowledge that the Terms may be amended from time to time and that then current terms will apply to your access and usage of Services. By accessing or using any Services you also represent that you have the legal authority to accept the Terms on behalf of yourself and any party you represent in connection with your use of any Services (co-authors or other rightholders). If you do not agree to the Terms, you are not authorized to use any Services. The Service of uploading to ISTA REX is granted only for registered users, log in is done via their intranet credentials.

2. Definitions

- 2.1. Producer of the Database ("Datenbankhersteller") within the meaning of Section 76d of the Austrian Copyright Act (*UrhG*): is ISTA. With its Service, ISTA is storing and making available to the public the publications/data uploaded to its repository. This Service is offered free of charge for Depositors as well as Recipients.
- 2.2. Depositor: is an ISTA employee having uploaded or uploading a Publication or Data to ISTA REX ("Depositing"). If an ISTA employee has uploaded or is uploading a Publication or Data to ISTA REX on behalf of a third party based on a power of attorney, whereas such third party represents and warrants to be bound by the Terms, such third party shall be considered the Depositor.
- 2.3. Recipient: uses ISTA REX for the purpose of searching the database and/or downloading stored publications or data.
- 2.4. Publication: means publication made available via ISTA REX.
- 2.5. Data: means data made available via ISTA REX
- 2.6. Services: Uploading, downloading and searching of ISTA REX.

3. Depositor's Rights and Obligations

A. Publications

- 3.1. Depositor may upload a Publication free of charge.
- 3.2. When Depositor uploads a publication to ISTA REX, Depositor **guarantees to (i) either have all rights in the publication or (ii) have the permission by the other rightholder(s)** (this may be by way of a Power of Attorney) **to deposit the publication in the ISTA REX**, especially to make the publication available and define access and – if applicable – reuse of publication's content. With the upload Depositor has to define the rights for access and reuse of the uploaded publication.
- 3.3. Depositor has to choose one of the provided licenses, CC0 or CC BY or CC BY SA or CC BY SA NC or CC BY SA NC ND, which will be attached to the data file. If no license is chosen by Depositor, a CC BY license is deemed to be chosen for Publications.
- 3.4. When Depositor uploads a publication to ISTA REX and accepts these Terms, Depositor grants to ISTA a **worldwide, non-exclusive, royalty-free, transferable license (with right to sub-license)** to use, in particular the right to systematically archive and modify them for the purpose of long time storage, to make publications publicly accessible and

downloadable – subject to any agreed publication delay or embargo or restricted access, reproduce, distribute, prepare derivative works of, display, make available and perform Publications.

- 3.5. Depositor represents and warrants that Depositor has (and will continue to have during the use of the Service) **all necessary licenses, rights, consents, and permissions** which are required to enable ISTA to use uploaded Publication for the purposes outlined in these Terms.
- 3.6. Depositor represents and warrants that Publication submitted to ISTA REx will **not contain any third party copyright material**, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless Depositor has a formal license or permission from the rightful owner, or is otherwise legally entitled, to upload the publication in question and to grant ISTA the license referred to in paragraph 3.4 above. Depositor represents and warrants that such **jointly owned or third party copyright material** included in the Publication is clearly **identified and acknowledged**.
- 3.7. Depositor represents and warrants that Publication submitted to ISTA REx will **not breach or conflict with any obligation**, such as a confidentiality obligation, data protection obligation or contain libelous, defamatory, or otherwise unlawful material.
- 3.8. Type and format of data: All kinds of Publication in any format may be deposited, provided respective data and formats are technically supported by ISTA.
- 3.9. File size: Generally, there are no limits in file size, however ISTA reserves the right to reject uploads for reason of file size. (In case of big files > 10 GB contact the library: repository.manager@ista.ac.at).
- 3.10. Publication Description/Metadata: It is mandatory to provide a certain set of information during the process of Publication upload.
 - 3.10.1. Mandatory metadata on file level are: item type, (document) type, visible to.
 - 3.10.2. Mandatory metadata on collection level are varying depending on the Item Type. Usually mandatory are: title, author(s), publisher, publication year, publication details, subject(s).
- 3.11. Persistent Identifier: Uploaded publications are assigned a Digital Object Identifier ("DOI") thereby rendering them unambiguously, referenceable and citable.
- 3.12. Depositing requirements: Once the Depositor realizes any legal limitations, copyright infringement or ethical problems regarding the deposited publication he/she is committed to inform the repository manager (repository.manager@ista.ac.at, ISTA Library, Am Campus 1, 3400)

B. Data

- 3.13. Depositor may upload Data free of charge.
- 3.14. When Depositor uploads data to ISTA REx, Depositor **guarantees to (i) either have all rights in the data or (ii) have the permission by the other rightholder(s)** (this may be by way of a Power of Attorney), especially to make the data available and define access and reuse of data. With the upload Depositor has to define the rights for access and reuse of the uploaded data.
- 3.15. Depositor has to choose one of the provided **licenses**, CC0 or CC BY or CC BY SA or CC BY SA NC or CC BY SA NC ND, which will be attached to the data file. If no license is chosen by Depositor, a CC0 license is deemed to be chosen for Data.
- 3.16. When Depositor uploads data to ISTA REx, Depositor grants – if applicable – to **ISTA a worldwide, non-exclusive, royalty-free, transferable license (with right to sub-license)** to use, in particular the right to systematically archive and modify them for the purpose of long time storage, to make data collections publicly accessible and downloadable – subject to any agreed publication delay or embargo or restricted access, reproduce, distribute, prepare derivative works of, display, make available and perform Data.
- 3.17. Depositor represents and warrants that Depositor has (and will continue to have during the use of the Service) **all necessary licenses**, rights, consents, and permissions which

are required to enable ISTA to use uploaded Data for the purposes outlined in these Terms.

- 3.18. Depositor represents and warrants that Data submitted to ISTA REx will **not contain any third party copyright material**, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless Depositor has a formal license or permission from the rightful owner, or is otherwise legally entitled, to upload the data in question and to grant ISTA the license referred to in paragraph 3.14 above. Depositor represents and warrants that such **jointly owned or third party copyright material** included in the Data is clearly **identified and acknowledged**.
- 3.19. Depositor represents and warrants that Data submitted to ISTA REx will **not breach or conflict with any obligation**, such as a confidentiality obligation, data protection obligation or contain libelous, defamatory, or otherwise unlawful material.
- 3.20. Type and format of data: All kinds of data in any format may be deposited, provided respective data and formats are technically supported by ISTA.
- 3.21. File size: Generally, there are no limits in file size, however ISTA reserves the right to reject uploads for reason of file size. (In case of big files > 10 GB contact the library: repository.manager@ista.ac.at).
- 3.22. Data Description/Metadata: It is mandatory to provide a certain set of information during the process of data upload.
 - 3.22.1. Mandatory metadata on file level are: visible to, content, license, type.
 - 3.22.2. Mandatory metadata on collection level are: title, collection description, keywords, creator(s), original publication details, contact person, resource language, publisher, subjects and licensed material.
- 3.23. Data Quality: The Depositor's full responsibilities are validity and authenticity of the data and its metadata.
- 3.24. Persistent Identifier: Uploaded data collections are assigned a DOI thereby rendering them unambiguously, referenceable and citable.
- 3.25. Versioning: Updated versions of a data collection may be deposited with a link to the related data collection and will be assigned a new persistent identifier.
- 3.26. Depositing requirements: Once the Depositor realizes any legal limitations, copyright infringement or ethical problems regarding the deposited data he/she is committed to inform the repository manager (repository.manager@ista.ac.at, ISTA Library, Am Campus 1, 3400)

4. Access and Reuse

- 4.1. Depositor agrees that Recipient may access and reuse metadata of all deposited Publications/Data under a CC0 license if not stated differently.
- 4.2. Recipient's access to the fulltext is granted. Recipient may reuse the Publications subject to the terms of use (license) chosen by Depositor, which is attached to each (data-)file.
- 4.3. Recipient may access the actual data of a collection subject to the terms of use (license) chosen by Depositor, which is attached to each (data-)file.

5. Disclaimer of Warranties

- 5.1. To the fullest extent permitted by applicable law, ISTA offers the Publications/Data *as-is* and makes no representations or warranties of any kind concerning the Publications/Data, express, implied, statutory, or otherwise, including without limitation, warranties of title, merchantability, fitness for a particular purpose, or non-infringement. ISTA does not warrant that the functions of the Services will be uninterrupted or error-free, that content made available on or through the Services will be error-free, that defects will be corrected, or that any servers used by ISTA are free of viruses or other harmful components. ISTA does not warrant or make any representation regarding use of the content available through the Services in terms of accuracy, reliability, or otherwise.

6. Data removal

- 6.1. ISTA endeavors to provide Publications/Data deposited in ISTA REx with a DOI and to store for the long term (min. 15 years). Further, ISTA endeavors to store associated metadata indefinitely.
- 6.2. ISTA endeavors to delete Publications/Data from the ISTA REx only in case of copyright infringement, legal violations or ethical reasons. ISTA may also delete Data if the data collection is retained and archived in another repository whereas in such case the metadata will be kept accessible.
- 6.3. Deviating from Clauses 6.1 and 6.2 above, Publications or Data containing personal data shall be stored, processed and deleted in line with legal requirements, in particular the General Data Protection Regulation, the Austrian Data Protection Law and the Austrian Research Organisation Act.

7. Personal Research Data

Publication of research data containing personal data is only under limited conditions legally allowed. Depositors, who envisage to upload research data containing personal data are required to contact Ethics Officer at ISTA first.

8. Data Protection

- 8.1. ISTA REx uses electronic forms on its website to gather personal information for purposes directly related to a service, function or activity of the ISTA REx. Completion of and submission of any form on this website is entirely at the discretion of the website user.
- 8.2. Personal information submitted via various forms within the ISTA REx is used for the following purposes (as applicable):
 - 8.2.1. to administer, support, improve and obtain feedback on its Services
 - 8.2.2. to assess what Services may be of interest to users and to personalize its Services
 - 8.2.3. to identify Depositors and Recipients
 - 8.2.4. to help the continued improvement of Services to the users
 - 8.2.5. scientific purposes like analysis of upload histories etc.
- 8.3. ISTA will not disclose, sell, trade or rent your personal information to third parties without permission by the user.
- 8.4. ISTA follows the relevant legal requirements and takes all reasonable precautions to safeguard personal information.
- 8.5. For further information we refer to ISTA's data privacy statement <https://ista.ac.at/en/data-protection/>.

9. Miscellaneous

- 9.1. The Terms shall be governed by the laws of Austria, except for conflict of law rules and the UN Sales Convention (CISG). All disputes arising from or in connection with the Terms or the execution thereof shall be submitted to the competent court for Klosterneuburg, Austria.
- 9.2. Should individual provisions of the Terms be or become invalid, void, illegal or unenforceable, this shall not affect the validity of the remaining provisions of the Terms. The invalid, void, illegal or unenforceable provision(s) shall be replaced by (an) alternative provision(s) which most closely correspond(s) to the economic purpose of the Terms; the same shall apply if a gap occurs in the Terms.

Version	Name of Editor	Effective date	Change
1	Legal Affairs, Library	2019-03-07	created
2	Legal Affairs, Library	2023-04-11	Institute name change, concretion of terms of reuse for metadata (4.1)