

# Qualitative Data Repository

## GENERAL TERMS AND CONDITIONS OF USE

Registration for and any subsequent use of the Qualitative Data Repository's (QDR) content and services are expressly subject to and conditioned on your agreement to these General Terms and Conditions of Use.

These General Terms and Conditions of Use may be accepted by either by:

- A) clicking to accept the General Terms and Conditions of Use, where this option is made available to you in the QDR user interface for any content or service; or
- B) using the site and any of its content or services; QDR treats your use of the site, its content, or its services as a de facto acceptance of the General Terms and Conditions of Use from that point onward.

It is recommended that you print and save a copy of the General Terms and Conditions and Use for your records.

As used in these General Terms and Conditions of Use, "you", "your" and words of similar import include (a) the individual accepting these General Terms and Conditions of Use as described above, and (b) any institution, organization or entity on whose behalf such individual is acting (including without limitation acts in the course of his or her employment), in whole or in part, with respect to the activities contemplated by these General Terms and Conditions of Use. If acting on behalf of his or her institution, organization or entity in the capacity described in the foregoing clause "(b)", the person accepting these General Terms and Conditions of Use represents and warrants that he or she has the authority to do so on behalf of his or her institution, organization or entity, and that by his or her acceptance he or she binds the institution, organization or entity to these General Terms and Conditions of Use.

### **1. Acceptance of Terms**

The following general terms and conditions govern all use of QDR, including its associated website (<https://qdr.syr.edu/>), the services available on it, and without limitation any information, data in any form, text, software, scripts, graphics, and interactive features generated, provided or otherwise made accessible by QDR. QDR is hosted by the Center for Qualitative and Multi-Method Inquiry (CQMI), a unit of the Maxwell School of Citizenship and Public Affairs at Syracuse University. Use of QDR is offered subject to acceptance without modification of all of the terms and conditions contained in these General Terms and Conditions of Use and all other operating rules, policies and procedures that may be published from time to time by QDR, Syracuse University, the Maxwell School, or CQMI. Depositing data in QDR requires prior user acceptance of the terms of the Standard Deposit Agreement or,

as applicable, the Special Deposit Agreement. Downloading data from QDR requires prior user acceptance of the terms of the Standard Download Agreement and, as applicable, the Special Download Agreement.

QDR is available only to individuals who are at least 18 years of age or possess legal parental or guardian consent to use it. If you do not so qualify, do not attempt to use QDR. QDR may refuse use to any person or entity at any time and may change its eligibility criteria at any time, at its sole discretion.

## **2. Modification of Terms of Use**

QDR reserves the right, at its sole discretion, to modify or replace any of the General Terms and Conditions of Use at any time. It is your responsibility to consult the General Terms and Conditions of Use periodically for changes. Your continued use of QDR following the posting of any changes to the General Terms and Conditions of Use constitutes acceptance of those changes.

## **3. Rules and Conduct**

As a condition of use, you agree not to use QDR for any purpose or in any way that is prohibited by the General Terms and Conditions of Use.

You shall not (and shall not permit others to) either (a) take any action or (b) deposit, download, post, submit or otherwise distribute or facilitate distribution of any QDR content using any communications service or other service available on or through QDR, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity, right of privacy or other right of any other person or entity;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); or
- contains 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 to damage or obtain unauthorized access to any system, data or other information of QDR.

Additionally, you shall not:

- take any action that imposes or may impose (as determined by QDR at its sole discretion) an unreasonable or disproportionately large load on QDR (or its third party providers') infrastructure; for instance, users are expected to download reasonable amounts of data; excessive downloading that may compromise the functionality or integrity of QDR will be investigated and may result in termination of access.

- interfere or attempt to interfere with the proper working of QDR or any of its activities; or
- bypass any measures QDR may use to prevent or restrict access to QDR (or other accounts, computer systems or networks connected to QDR).

You shall abide by all applicable local, state, national and international laws and regulations.

#### **4. Registration**

As a condition to using QDR, you will be required to register and select a password. You shall provide accurate, complete, and current registration information. Failure to do so shall constitute a breach of these General Terms and Conditions of Use, which may result in immediate termination of your account. You shall not use for your registration the name of another person with the intent to impersonate that person. You should only access QDR using your login information and should never use another user's account. You are solely responsible for activity that occurs on your account, shall not allow anyone else to use your account, and are responsible for maintaining the confidentiality of your password. You will immediately notify QDR by email to [qdr@syr.edu](mailto:qdr@syr.edu) of any unauthorized use of your account, or other account-related security breach of which you become aware.

#### **5. Reserved Content and Services**

5.1 QDR offers institutional memberships. The sole benefit of institutional membership is access for the institutional member's current researchers, faculty, students, and staff members to QDR content and services that are reserved for individuals affiliated with institutional members ("reserved content and services"). All use of QDR, whether involving reserved content and services or not, is subject to these General Terms and Conditions of Use.

5.2 As a condition of using QDR, if you are not a researcher, faculty member, student, or staff member at a member institution, you agree not to use QDR reserved content or services. If you are a researcher, faculty member, student, or staff member at an institution that ceases to be an institutional member, you agree to terminate all use of reserved content and services immediately.

#### **6. Responsible Use of Data and Data Confidentiality**

QDR, its services, and data in any form, text, software, scripts, graphics, and interactive features generated, provided or otherwise made accessible by QDR, shall only be used for teaching and research, and may not be used for commercial purposes or monetary gain unless express written permission is sought and obtained from QDR. This prohibition includes but is not limited to the sale, rental, licensing or any arrangement purporting to grant ownership in or access to QDR data to a third party for monetary gain.

You agree to secure data downloaded from QDR with the most stringent of (a) safeguards specified in any Special Download Agreement you have made with QDR concerning the data; (b) safeguards specified by your home institution's data policy for data of the type downloaded; and/or (c) safeguards required to meet a reasonable standard of care in your discipline or research community for data of the type downloaded.

Where revelation of identifying information could breach any guarantees of confidentiality which were extended to study participants, depositors are asked to minimize the risk that such information is included in shared data projects (data collections, active citations compilations, or topic clusters).

Notwithstanding these efforts of the depositors, if you browse, search, download or otherwise access QDR data you are obligated to maintain confidentiality represented or contained in data projects and any of their components. You are expressly prohibited from analyzing data to identify individuals or organizations beyond what is patent from the data. Likewise, you shall not seek to produce links among data projects or among QDR's data and data housed elsewhere that could identify individuals or organizations. If you discover the identity of an individual or an organization that was supposed to be anonymous, you must not make use of this information and you must contact QDR immediately. For more information on data confidentiality, please see QDR Standard Download Agreement and QDR Special Download Agreement.

QDR and the person or persons identified by QDR as having rights in the data (e.g., the original collector of the data) must be acknowledged in any resulting papers, theses or dissertations, publications, blogs, or presentations. You must also provide QDR with a bibliographic citation to any paper, thesis or dissertation, publication, or blog in which QDR data are cited. For information on how to cite data obtained from QDR, see QDR Standard Download Agreement.

## **7. Derived Data and Re-dissemination of Data**

Ownership of and copyright to data projects, data files, and other data project materials stored in QDR are vested in the depositor or in third parties who own the material which was deposited. Downloading material does not transfer copyright.

If you create any new data products on the basis of one or more data projects or the components of any data project(s) you downloaded from QDR, or on the basis of a combination of these materials and other data, you agree to share them via QDR or a similarly appropriate institutional archive.

Data downloaded from QDR may not be further copied or redistributed. Scholars wishing to access data deposited at QDR must first register with QDR.

QDR may, at its absolute discretion, grant permission for limited re-dissemination on a case-by-case basis. For example if researchers are actively cooperating on a research or pedagogical project which requires collaboration, QDR may grant

permission for them to share a local copy of one or more data projects or individual components of one or more data projects for the duration and purposes of the project. All such collaborators must be registered users of the QDR, and their use of the data shall be fully subject to the policies of QDR.

Permission for re-dissemination will usually be limited by membership access constraints, and data use restrictions. For data or other content that are only available to affiliates of institutional members, users will usually only be granted permission to re-disseminate to affiliates of an institutional member. Data-use restrictions refer to any additional limits specified by depositors on how a deposited data project and its individual components may be accessed, shared, and used. Any access, sharing and use of the data are subject to those limits.

No part of QDR or its data may be reproduced or transmitted to or stored in any other web site, nor may any of its pages or part thereof be disseminated in any electronic retrieval system or services without prior written permission.

## **8. Termination**

QDR may terminate access to all or any part of QDR at any time, with or without cause, with or without notice, effective immediately. If you wish to delete your account you may do so in the Account Management portion of QDR. All provisions of these General Terms and Conditions of Use survive termination, including, but not limited to, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **9. No Warranties**

QDR, its services, and data in any form, text, software, scripts, graphics, and interactive features generated, provided or otherwise made accessible by QDR are provided "as is" and "as available" and without warranty of any kind, express or implied, by operation of law or otherwise, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. QDR (including its staff, Technical Advisory Board, and Research Advisory Board) and Syracuse University and its trustees, officers, employees, agents and representatives, as well as their respective suppliers, contractors and content providers, do not warrant that: (a) data or other content are timely, accurate, complete, reliable or correct; (b) QDR will be secure or available at any particular time or location; (c) any defects or errors will be corrected; (d) QDR is free of viruses or other harmful components; or (e) the results of using QDR will meet your requirements. Your use of QDR is solely at your own risk.

## **10. Limitation of Liability**

As an essential inducement for QDR to permit you to download data from and/or deposit data with QDR, and otherwise to interact with QDR as contemplated by

these General Terms and Conditions of Use, you agree that in no event shall QDR (including its staff, Technical Advisory Board, and Research Advisory Board); Syracuse University or its trustees, officers, employees, agents and/or representatives; or their respective suppliers, contractors and content providers be liable under contract, tort, strict liability, negligence or any other legal theory with respect to QDR (i) for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever; (ii) for any bugs, viruses, Trojan horses, or the like (regardless of the source of origination); (iii) for any errors or omissions in any content or any loss or damage of any kind incurred as a result of your deposit, download, or use of any content posted, emailed, transmitted or otherwise made available on or through the Site and Service; or (iv) for any direct damages in excess of (in the aggregate) \$750 (U.S.). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusions may not apply to you. The foregoing limitations shall apply even if any limited remedy permitted by these General Terms and Conditions is deemed to have failed of its essential purpose.

## **11. Indemnification**

You will defend, indemnify and hold QDR (including its staff, Technical Advisory Board, and Research Advisory Board) and Syracuse University and its trustees, directors, officers, employees, agents and representatives, as well as their respective suppliers, contractors and content providers harmless from and against any and all claims, demands, actions, suits, proceedings (whether civil, criminal or administrative), and judgments, and any and all loss, costs, expense, liability, or damages, including, without limitation, all reasonable attorneys' fees, professional expenses and court costs, arising from (i) your use or misuse of QDR; (ii) your breach of these General Terms and Conditions of Use; or (iii) the infringement by you, or any third party using your account, of any intellectual property, privacy or other right of any person or entity. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

## **12. Dispute Resolution**

A printed version of the General Terms and Conditions of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the General Terms and Conditions of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and QDR agree that any cause of action against QDR, CQMI, or Syracuse University arising out of or related to QDR must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

These General Terms and Conditions of Use shall be governed by and interpreted in accordance with the laws of the State of New York (excluding the conflict of laws rules thereof). All disputes under these General Terms and Conditions of Use will be

resolved in the applicable state or federal courts of competent jurisdiction located within the geographic boundaries of the federal Northern District of New York. You consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available. Use of QDR is not authorized in any jurisdiction that does not give effect to all provisions of the General Terms and Conditions of Use, including but not limited to, Section 10 and this section.

You expressly agree and understand that the remedy at law for any breach by you of these General Terms and Conditions of Use will be inadequate and that damages flowing from such breach are not usually susceptible to being measured in monetary terms. Accordingly, it is acknowledged that upon your actual or threatened violation of any provision of these General Terms and Conditions of Use, QDR shall be entitled to obtain from any court of competent jurisdiction immediate preliminary and/or permanent injunctive relief restraining any threatened or further violation.

### **13. Integration and Severability**

The General Terms and Conditions of Use, together with any download agreement(s) and/or deposit agreement(s) executed by you, are the entire agreement between you and QDR with respect to QDR and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and QDR with respect to QDR (but excluding the use of any software which may be subject to a separate end-user license agreement, and any subsequent agreement for specific QDR functions). If any provision of these General Terms and Conditions of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the General Terms and Conditions of Use will otherwise remain in full force and effect and enforceable.

### **14. Miscellaneous**

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