

Terms of Use

Common User of the Institutional Repository ARCA DADOS

This instrument presents the Terms of Use of the Institutional Repository ARCA DADOS, hosted at the electronic site <https://dadosdepesquisa.fiocruz.br>, by which means it is possible for the USER to access and download the Research Data made available for access to third parties, according to the rules comprised in this instrument, besides the applicable legislation, and which is granted permission through the express and unequivocal acceptance of the conditions in this Term.

ARCA DADOS is an institutional repository with the purpose of storing, treating, integrating and opening data from research conducted in the ambit of Fiocruz or in partnership with other institutes or research bodies (“Research Data”), aiming to foment new research, their reproductibility or replicability, and to promote Open and Citizen Science.

Under no circumstances the Research Data of the Institutional Repository ARCA DADOS (authorial works or not) may suffer any alteration regarding the authorship, title and integrity of the material originally deposited, or be utilized for the practice of illicit acts, or for any purpose not expressively foreseen in this Term or in possible Terms of Access related to such Research Data, or in the applicable legislation.

No other license or right is granted to USERS, besides those established in this Term or in possible Terms of Access.

CLAUSE ONE – LEGAL COMMITMENT

The condition of USER implies the knowledge and full acceptance and without reservations of all items of this Term, as well as all rules, conditions, and policies comprised in this Term and in any other Terms of Access, with the commitment to respect all norms applicable to the kind.

In the event of non-acceptance of this Term, the USER shall not access, use and/or download Research Data of the Repository, under penalty of responsibility and possible adoption of applicable measures.

The USER perpetrates crimes described in the Brazilian Penal Code or in Special Laws, without prejudice to civil and administrative sanctions, for improper use or disclosure of data.

The use of the Repository, or any of the contents made available through it, constitutes total agreement of the USER with this Term.

CLAUSE TWO – CONDITIONS

At the discretion of the owner of the Research Data or the Data Manager, specific rules and access control may be applied to data defined as PUBLIC (IRRESTRICTED) or RESTRICTED (BLOCKED). In the case of PUBLIC access, the owner and/or the Data Manager may define questionnaires and Terms of Access for the access to Research Data.

In order to access each specific dataset related to a research, the USER shall, if required, sign his/her agreement with the term of specific use (“Term of Access”), **committing to** the most appropriate use of data, by means of specific rules, if applicable, within the limits permitted in this instrument and in the Term of Access, as well as those established in other applicable norms.

All Research Datasets on the Repository are protected, with all rights reserved to the owners, unless otherwise stated; therefore, all uses not explicitly authorized are reserved to the owners, especially in possible commercial uses of Research Data.

The objectives and limits for the use of Research Data are related to purposes of research, educational, scientific, informative etc., excluded any type of commercial or economic use. **Possible commercial or economic use of Research Data shall be preceded by previous and express authorization of Fiocruz, when not authorized in the Terms of Access.**

CLAUSE THREE – USER’S OBLIGATIONS AND RESPONSIBILITIES

The USER has as obligations and responsibilities:

1. To report any suspicion referring to improper or unauthorized use of ARCA DADOS;
2. To use ARCA DADOS in compliance with the Policy on Information Security of Fiocruz and this Term of Use;
3. To use data and information available on ARCA DADOS only in activities directed to scientific research or other activity recognized as licit, and which cannot be transferred to third parties, be it against payment or gratuitously; actions or consultations on the Repository shall be followed-up;
4. To provide the due credits to the source of Research Data used and accessed, and to recognize the authorship in any research, publication,

- or citation possibly made, adopting practices commonly used for each type of authorized disclosure;
5. To assume responsibility and exempt Fiocruz and Research Data owners of any demand, damage, expense and loss resulting from improper use of ARCA DADOS, as well as possible damage that may be caused to third parties in consequence of its utilization, including in relation to intellectual property rights, authorship and moral rights involved;
 6. To provide, whenever required, true information, under penalty of the law, about the registration for access on ARCA DADOS, keeping it updated;
 7. To know the guidelines, concepts and conditions of use established in the Policy on Information and Communication Security of Fiocruz¹ ([Política de Segurança da Informação e Comunicação da Fiocruz](#)), as well as other norms and procedures of Information and Communication Security established by the Data Curatorship of ARCA DADOS;

The USER declares:

1. To know and fully understand the terms, guidelines, concepts and conditions of use of the Policy on Information Security of Fiocruz, as well as the other norms and procedures of the Policy on Information and Communication Security established by ARCA DADOS curatorship, getting to know and be aware of its provisions, and committing to integrally comply with the provisions in these documents;
2. Be aware and agree that information assets and technological infrastructure of ARCA DADOS may be used exclusively for purposes of research or related to licit activities;
3. Be aware that monitoring is conducted of all accesses and communication occurring through the technological infrastructure of ARCA DADOS, in order to fulfil legal obligations, system auditing, and risks mitigation of information security or other purposes established in this term;
4. Be aware that violations of the Policy on Information Security of Fiocruz, as well as other norms and procedures of Information and Communication Security are liable to sanctions and penalties, and may lead to legal liability in administrative, civil and penal spheres, in accordance with the legislation in force;

CLAUSE FOUR – FINAL PROVISIONS

Fiocruz reserves the right to, at any time, modify this Term, by including, removing, or altering any of its clauses. The Update will have immediate effect and the continuity of access, use and/or download of Research Data of the Repository will be considered as the unequivocal acceptance of and agreement with the modified Term.

The Repository is provided “in the state in which it is” and its use will occur under the responsibility of the USER. At the discretion of Fiocruz, the Repository

¹ <https://cogetic.fiocruz.br/posic/posic-versaocompilada.pdf>

may, at any time, be modified, updated, or discontinued, temporarily or permanently, and may be distributed and managed in the way that is most convenient for Fiocruz, and there is no responsibility or obligation by Fiocruz to indemnify for any modification, updates, suspensions or discontinuity of the Repository.

Fiocruz does not guarantee, declare or ensure that the use of the Repository will be uninterrupted or free of errors, nor ensures that it is free of loss, interruption, attack, virus, interference, piracy, or other security invasion, and is exempt of any responsibility in relation to these issues, or from use by third parties not foreseen in this Term.

To the maximum extent permitted by law, Fiocruz is exempt of any direct or indirect responsibility related to the contents and use of Research Data, and it is clear that the access or use by the USER are optional. Likewise, Fiocruz does not provide guarantees and/or express or implicit conditions over Research Data, including, without limitations, guarantees against commercialization, adequacy to a specific purpose, ownership, or non-violation of intellectual property of third parties; or, in relation to the Repository, guarantees on Research Data and any of its components; or guarantees on the delivery, or not, of support services to the USER.

In case any type of violation to third parties' rights is identified, the USER is obliged to promptly inform the Repository's Managers about such violation and commits to immediately halt the use or access, if applicable, until the competent investigation of the fact, without prejudice to the applicable administrative and judicial measures by Fiocruz.

If any provision in this Term is considered invalid or unenforceable, this provision will be null, without affecting the legitimacy and validity of the remaining provisions.

The forum elected is the Federal Court, Court Division of Rio de Janeiro State, to settle any litigation arising from this instrument, provided in Item I, Article 109 of the Federal Constitution.