



# Data Stations Policy

<b>Scope</b>	<b>2</b>
<b>Roles</b>	<b>2</b>
<b>Principles and Objectives</b>	<b>3</b>
<b>Policy Provisions</b>	<b>4</b>
A. Governance and Administration	4
B. Legal and Regulatory Provisions	4
C. Appraisal	6
D. Ingest	7
E. Archival Storage and Preservation	7
F. Changes and Modifications to Deposits	8
G. Data Management: Provenance, Versioning, and Reliable Identification	9
H. Embargo and Limitations to Availability	9
I. Licences and Access Conditions	10
J. Access	10
K. De-Accessioning and Deletion of Datasets	11
L. DANS appointing itself as Depositor	11
M. Preservation Planning	12
N. Costs and Cost Recovery	12
O. Service Levels	13
P. Obligations of DANS Employees	13
Q. Obligations and Management of Third Party Service Providers and Sub-Processors	14
R. Continuity, Integrity and Security of the Data Stations and Deposits	14



## Scope

1. The scope of the DANS Data Stations Policy (“the Policy”) is limited to datasets for which DANS performs ingestion, curation, archiving, long-term preservation, and dissemination.
2. Such datasets are stored and managed in a DANS Data Station and the accompanying long-term preservation service. We refer to these software and services as “the Data Station”.
3. The Policy does not consider archiving and preservation of other materials, such as DANS’s web pages, internal and external documents, and digital objects in any other services that DANS provides.
4. The Policy governs the obligations, responsibilities, and expectations of the role players.

## Roles

5. **DANS as Curator of the Data:** In this role, DANS performs curation and archivist functions and acts as a gatekeeper of and quality assurance provider for submissions by depositors.
6. **DANS as a Service Provider:** DANS also acts as a provider of the software and services that constitute the Data Station.
7. **End User:** an individual or entity who has an Account in a Data Station.
8. **Depositor:** A Depositor is a User who makes use of a Data Station for purposes of archiving, disseminating, and preserving research datasets.
9. **End Users:** An End User is a User who makes use of a Data Station to discover, understand, and access datasets. Such access is optionally subject to provisions determined by the Depositor via licence and access conditions.
10. **Designated Community:** Each Data Station is aimed at a Designated Community, and their preferences, conventions, and practices inform the operation of each Data Station. Most End Users will be associated with such a community.
11. **Third Party Service Providers:** DANS makes use of external service providers in respect of authentication and physical infrastructure, and the Policy also addresses their responsibilities and obligations, as applicable.



## Principles and Objectives

1. DANS implements and executes its services to the community in accordance with legal and regulatory requirements.
2. DANS supports the principles of Open Science, and promotes the concept of 'As Open as Possible, as Closed as Necessary'.
3. DANS supports the FAIR principles, making data, research output and services Findable, Accessible, Interoperable and Reusable.
4. DANS is a publicly funded organisation, and endeavours to provide the Data Stations to the research communities free of charge, unless it is not possible or prudent to do so. Exceptions will be based on high intensity use, or the necessity for a specific level of service, or both.
5. Long-term preservation and providing sustained access to datasets fits within the remit and mission of DANS.
6. DANS has developed its policy for the Data Stations based on the Open Archival Information System Reference Model (OAIS-RM), and adheres to the terminology and objectives of the OAIS-RM.
7. The Policy supports the long-term availability of research outputs in general and datasets in particular, with the aim of supporting reproducibility in science, and maximisation of the reuse of datasets in future research. DANS manages the deposits throughout their life cycle.
8. DANS aims to serve the Designated Community by maintaining the quality, integrity and authenticity of the deposits entrusted to its care.
9. DANS assumes responsibility for the trustworthy preservation of such deposits for reuse in the long term. The length of the preservation period is "indefinite", unless legal obligations prevent this.
10. DANS aims to maximise the accessibility and usability of the deposits for the Designated Community.
11. DANS only considers deposits to the Data Stations in those cases where it is able to exercise its curation responsibilities.
12. DANS will ensure that the relevant level of information security is applied to its infrastructure and services, and to each dataset.

## Policy Provisions

<b>A. Governance and Administration</b>			
<b>#</b>	<b>Provision</b>	<b>Description</b>	<b>Responsibility</b>
A.1	Oversight	DANS ensures alignment with best practices, community expectations, and technology development through a number of structures and mechanisms, including <ul style="list-style-type: none"> <li>• Reporting to and oversight by the KNAW executive</li> <li>• Frequent feedback and exchange of views with its Scientific Advisory Board</li> <li>• Participation in infrastructure- and best-practice related externally funded projects</li> <li>• Active participation in the Designated Community through Data Station Managers</li> </ul>	DANS as Service Provider DANS as Curator
A.2	Stakeholder Alignment	In matters related to security and integrity of data, DANS will align its practices, policies, and procedures with those of our major stakeholder institutions, specifically KNAW and SURF.	DANS as Service Provider DANS as Curator
A.3	Governance Frameworks	DANS follows the provisions and best practices suggested for the research infrastructure community in the Netherlands, as exemplified by the <a href="#">NBA</a> .	DANS as Service Provider DANS as Curator
A.4	Strategic Alignment	The Policy provides substance to the implementation of the DANS Strategy, which is reviewed annually.	DANS as Service Provider DANS as Curator

<b>B. Legal and Regulatory Provisions</b>			
<b>#</b>	<b>Provision</b>	<b>Description</b>	<b>Responsibility</b>
B.1	General	DANS implements the provisions of applicable EU and Dutch legislation and regulations and operates under Dutch law.	DANS as Service Provider
B.2	Privacy Policy	DANS operates according to the KNAW privacy policy, implementing the GDPR.	DANS as Service Provider
B.3	GDPR Roles for DANS	DANS has different roles under the GDPR in relation to the Data Stations: Processor (B3.1) and Controller (B3.2).	DANS as Service Provider
B.3.1	Processor	DANS operates as a Processor of the Depositor for research data as determined in the <a href="#">Terms of Use</a> and <a href="#">Processing Addendum</a> .	DANS as Service Provider
B.3.2	Controller	DANS operates as a Controller for account details: Personal data required for Depositor and End User accounts.  DANS also operates as a Controller for data which are required for the scientific justification of the dataset, including title, name, affiliation and contact information of the author of the dataset, of authors of sources cited in the dataset, of other contributors to a dataset and of rights holders to data forming part of the dataset. We refer to this type of data as <i>bibliographic data</i> in the following.	DANS as Service Provider

B.4	Personal and Sensitive Subject Data	In cases where datasets contain (sensitive) personal data, the Depositor takes the responsibility for ensuring proper management and handling of the data, with guidance and tools provided by DANS. Guidance includes identification of sensitive datasets or files in datasets, limiting access to such resources, and selecting an appropriate licence.	DANS as Service Provider Depositor
B.5	GDPR Principles	DANS complies with the GDPR principles, as expounded below:	DANS as Service Provider
B.5.1	Lawfulness, Fairness	DANS processes on the following legal bases: <ul style="list-style-type: none"> <li>• Research data: Obligation of the Depositor.</li> <li>• Account details: For the performance of a contract (Terms of Use). Account details include username, given name, family name and email, which are mandatory, and affiliation and position, which are optional.</li> <li>• Bibliographic data: For the performance of a task in the public interest, as part of the datasets that DANS makes findable and reusable for further research.</li> </ul>	DANS as Service Provider Depositor
B.5.2	Purpose Limitation	Personal data in research data is the obligation of the Depositor.  DANS uses any personal data only for the intended purpose(s). <ul style="list-style-type: none"> <li>• Depositor account details: <ul style="list-style-type: none"> <li>◦ For administrative communication;</li> <li>◦ To facilitate access requests (if applicable);</li> <li>◦ To included first and last name in the dataset metadata as bibliographic data;</li> </ul> </li> <li>• End User account details: <ul style="list-style-type: none"> <li>◦ For administrative registration regarding dataset usage;</li> <li>◦ To facilitate access requests (if applicable);</li> </ul> </li> <li>• Bibliographic data: <ul style="list-style-type: none"> <li>◦ For the citation of datasets;</li> <li>◦ For the scientific contextualisation of research data</li> </ul> </li> </ul>	DANS as Service Provider DANS as Curator Depositor
B.5.3	Transparency	Details on how data is used can be found in the <a href="#">DANS privacy statement</a> . This statement also addresses data subjects in research data. For exercising their rights under the GDPR they are referred to the controller. The Depositor has the obligation to provide direct transparency in so far applicable towards data subjects.	DANS as Service Provider
B.5.4	Minimisation	Depositors are required to register for purposes of identifying the ownership of the dataset and to facilitate communication of access and administration requests.  End Users may be required to be authenticated ('registered') for purposes of licence and access condition provisions. Wherever possible, such authentication will take place on the basis of an Identity Provider service (single sign-on), thereby limiting the information shared with DANS to an absolute minimum.  Minimisation of personal data in research data is the obligation of the Depositor.	DANS as Service Provider Depositor
B.5.5	Accuracy	Metadata of a dataset may be adjusted by DANS for archiving purposes. Personal data in files may not be altered by DANS - unless this is explicitly permitted by the Depositor. Minimisation of personal data in research data is the obligation of the Depositor.	DANS as Service Provider DANS as Curator

B.5.6	Storage Limitation	<p>DANS may delete accounts that have not been used for more than five years.</p> <p>DANS may download files containing personal data from research for curation purposes. These copies are deleted from local storage as soon as possible and at the latest one month after publication of a dataset.</p> <p>If storage limitation of personal data in research data applies - for instance in case of a limited retention period - it is the obligation of the Depositor to ask DANS for deletion of those personal data.</p>	<p>DANS as Service Provider</p> <p>DANS as Curator</p>
B.5.7	Integrity and Confidentiality (Security)	See section <i>R. Continuity, Integrity and Security of the Data Stations and Deposits</i> .	

<b>C. Appraisal</b>			
#	Provision	Description	Responsibility
C.1	Guidelines "Before Deposit"	DANS will publish and maintain guidelines for prospective depositors whereby the criteria for successful submission for review and subsequent publication can be determined. These guidelines are aligned with the expectations of the Designated Community.	DANS as Curator
C.2	Appraisal	DANS evaluates deposits in respect of suitability for the Designated Communities for the Data Stations. DANS reserves the right to reject deposits submitted for review should such datasets not meet the criteria for acceptance.	DANS as Curator
C.3	Criteria	The criteria deal with both acceptability in respect of format and content, and with aspects such as being free of malware, meeting ethical and disciplinary norms in terms of research conduct, and the right to publish the material and determine a licence. It is the obligation of the Depositor to verify that deposits meet the guidelines prior to deposit.	Depositor
C.4	Referral for Improvement	Datasets that are appraised to be suitable for publication in a Data Station may nevertheless be referred back to the Depositor for corrections and adjustment if DANS deems these changes to be required in the interests of safety, protection of subject rights, or any other criterion as published in the guidelines.	DANS as Curator Depositor
C.5	Metadata-Only Deposits	DANS will consider metadata-only deposits only in exceptional circumstances, where it is able to curate or manage curation of the digital objects (datasets) directly or indirectly. Harvested metadata with undefined dataset curation and management is not considered for inclusion into a Data Station, although these may be managed by DANS in separate infrastructure.	DANS as Curator
C.6	Informed Consent	The management and storage of Informed Consent forms is the obligation of the Depositor. DANS does not store Informed Consent forms alongside the datasets or elsewhere in the Data Stations.	DANS as Curator Depositor

<b>D. Ingest</b>			
<b>#</b>	<b>Provision</b>	<b>Description</b>	<b>Responsibility</b>
D.1	Guidelines "During Deposit"	Depositors are provided with discipline-specific guidance in respect of their obligations during the deposit process, based on published best practices and the Designated Community's expectations. This includes guidance in respect of minimum and mandatory metadata, file formats, and similar topics.	DANS as Curator
D.2	Submission Package	DANS will preserve a copy of data exactly as submitted by the depositor. This applies to both manual and automated deposits, and is a measure to support data authenticity. The metadata, however, are curated, and may be improved before the dataset is first published.	DANS as Curator
D.3	Initial Version	The submitted data and curated metadata become the initial version of a submitted dataset, and form the basis of any preservation copies made of the dataset. See the specific provisions in respect of versioning below.	DANS as Curator
D.4	Improvements	DANS may make changes to the metadata and transform the data to align them with community expectations, enhance the FAIRness and to improve the long-term sustainability and understandability of the dataset. This includes changes in respect of formats and schemas. Transformations to the data, and any changes to the metadata after the first published version, will result in a new version of the dataset. See also <i>G. Data Management: Provenance, Versioning, and Reliable Identification</i> .	DANS as Curator
D.5	Publication	Should the deposit meet all criteria and on completion of review by the Curator, DANS will publish the dataset (deposit) on behalf of the Depositor, and provide it with a persistent identifier (PID).	DANS as Curator
D.6	Responsibility Transfer	The responsibility for maintaining and preserving a copy of the deposit (dataset) transfers from the Depositor to DANS at specific points in the workflow: <ul style="list-style-type: none"> <li>• Manual Deposits: On Publication of the Dataset</li> <li>• Automated Deposits: On Successful Submission of the Dataset</li> </ul> DANS does not assume responsibility for work in process prior to these events, although it may in most cases have backups of the work in progress.	DANS as Curator Depositor

<b>E. Archival Storage and Preservation</b>			
<b>#</b>	<b>Provision</b>	<b>Description</b>	<b>Responsibility</b>
E.1	Preservation Package	The preservation package (Archival Information Package on OAIS-RM terms) may differ from the originally submitted dataset in respect of a format - converted by DANS to guarantee long-term readability by humans and machines.	DANS as Curator
E.2	Preservation Formats	DANS maintains a list of Preferred Formats and will ensure that these reflect the needs of the Designated Community and the requirements of current technology.	DANS as Curator
E.2.1	Preservation of Preferred	DANS guarantees the long-term sustainability of data in formats which DANS lists as Preferred Formats. Whenever	DANS as Curator

	Formats	DANS makes changes to the guidelines to the effect that a Preferred Format becomes a Non-Preferred Format, DANS will have the responsibility to migrate all of the archival formats which have changed from Preferred to Non-Preferred to the new Preferred Formats.	
E.2.2	Preservation of Non-Preferred Formats	DANS accepts Non-Preferred Formats, but cannot guarantee their long-term sustainability nor has the responsibility to keep these formats sustainable.	DANS as Curator
E.3	Bit-Level Preservation	DANS will ensure that the preservation packages retain integrity through measures aimed at preventing bit-level information loss.	DANS as Curator
E.4	Format Preservation	In addition to E.2 above, DANS will evaluate formats from time to time and make adjustments to preservation packages to guarantee continued readability by humans and machines.	DANS as Curator
E.5	Alterations to Preservation Packages	When outdated formats are migrated to successor formats, the archival metadata is updated accordingly. Files in outdated formats are preserved to maintain the chain of provenance.	DANS as Curator
E.6	Long Term Preservation: the Vault	For long term preservation, an export of the preservation package, based on the RDA Bag format, is stored in a separate environment called the DANS Data Vault, which follows the OCFL specification for the storage of digital objects.	DANS as Service Provider DANS as Curator

<b>F. Changes and Modifications to Deposits</b>			
<b>#</b>	<b>Provision</b>	<b>Description</b>	<b>Responsibility</b>
F.1	Allowable Changes	DANS allows Depositors and curators to both make amendments to datasets (including data and metadata), as described below, and will record the identity of the person making the change in its provenance records.	DANS as Curator Depositor
F.2	Limits to Changes: Dissemination Copies	Changes can only be made to dissemination copies of the dataset (including data and metadata). These are managed in accordance with the 'Data Management' provisions as set out in section G. and will result in new versions of the dataset.	DANS as Curator Depositor
F.3	Limits to Changes: Submission Information Package	The originally submitted package (Submission Information Package) cannot be modified by the Depositor, and can only be modified in exceptional circumstances by the curator.	DANS as Curator
F.4	Limits to Changes: Archival Information Package	The preservation package (Archival Information Package) can be amended from time to time by the curators pursuant to bit-level and format preservation, and cannot be altered by the Depositor.	DANS as Curator



<b>G. Data Management: Provenance, Versioning, and Reliable Identification</b>			
<b>#</b>	<b>Provision</b>	<b>Description</b>	<b>Responsibility</b>
G.1	Publicly Visible Provenance	Changes to the metadata or data of a dataset after publication are recorded and visible to the End User.	DANS as Curator
G.2	Persistent Identifiers and Resolution	All published datasets are provided with a persistent identifier (PID) that resolves to the landing page of the dataset in a Data Station.	DANS as Curator Third Party Service Providers
G.3	Versioning	The Data Stations allow for the creation of new versions of a dataset. When information or files of a published dataset are changed new versions are created as described in the cases below. The PID always refers to the latest version of a dataset.	DANS as Curator
G.3.1	Case 1: Metadata Only Changes	If a published dataset is improved by way of metadata adjustments only, a minor version increment is created with a record of changes.	DANS as Curator DANS as Service Provider Depositor
G.3.2	Case 2: Data Changes	If a published dataset is improved by amendments to the data files of the dataset, a major version increment is created with a record of changes. In cases where it is necessary to disable access to earlier versions, these can be deaccessioned.	DANS as Curator DANS as Service Provider Depositor
G.3.3	Case 3: Change of Access Conditions or Licence	If the licence or access conditions of a Dataset are changed, a major version increment is created with a record of changes. For information about changes of licences see section <i>I. Licences and Access Conditions</i> . In cases where it is necessary to disable access to earlier versions, these can be deaccessioned (see also section <i>K. De-Accessioning and Deletion of Datasets</i> ).	DANS as Curator DANS as Service Provider Depositor

<b>H. Embargo and Limitations to Availability</b>			
<b>#</b>	<b>Provision</b>	<b>Description</b>	<b>Responsibility</b>
H.1	Embargo	Datafiles can be published with a suitable embargo period, for instance to allow completion of publications or research based on the dataset, or to respect contracts made by the depositor with third parties concerning intellectual property rights. DANS encourages embargo periods of 6 months or less.	DANS as Curator
H.2	Limitations to Availability	Some datasets (for example personal medical records) cannot legally be preserved for longer than a maximum period. The Depositor needs to notify DANS if this applies. In such cases, all copies of the files of the datasets need to be deleted, and notifications need to be sent to all End Users who have been given access to the data to do the same (see also section <i>K. De-Accessioning and Deletion of Datasets</i> ).	DANS as Curator Depositor

<b>I. Licences and Access Conditions</b>			
<b>#</b>	<b>Provision</b>	<b>Description</b>	<b>Responsibility</b>
I.1	Guidance	DANS publishes and maintains licence guidance to inform and assist depositors with a suitable licence choice.	DANS as Curator
I.2	Open Access	DANS supports and promotes Open Access, based on Creative Commons licences, by default.	DANS as Curator
I.3	Restricted Access	The Depositor may restrict the access to some or all files of their dataset. Restricted access datasets are assigned the DANS Licence. The Depositor can choose to enable access requests to restricted files for End Users and it is the responsibility of the Depositor to evaluate these requests.	DANS as Curator Depositor End User
I.4	Change of Licence	Licences can be adjusted to a more open licence after publication in all cases. If a Depositor wishes to assign a more strict licence, DANS will evaluate the request on a case to case basis. A change of the licence will lead to a new version of the dataset (see <i>G.3.3 Change of Access Conditions or Licence</i> ).  Please note that for restricted access datasets which have been migrated from EASY and which contain personal data, different conditions apply. If you want to change the licence of such a dataset, please contact DANS first.	DANS as Curator Depositor

<b>J. Access</b>			
<b>#</b>	<b>Provision</b>	<b>Description</b>	<b>Responsibility</b>
J.1	Discovery Modes	DANS will provide community-aligned, standards-based discovery within the metadata catalogues associated with a Data Station. These modes of discovery include basic and advanced search capabilities, indexing and faceting based on important community vocabulary, and API-based access. DANS allows for harvesting of metadata in order to enable discovery of datasets in external portals.	DANS as Service Provider
J.2	Metadata is Open Once Published	DANS will always provide open access to all published metadata in a Data Station, with the exception of administrative metadata required to manage the activities of curators and administrators of the catalogue.	DANS as Service Provider
J.3	Requirement to Register	In cases where the licence requires the identity of the End User to be recorded, or in cases where the purpose of access to the data needs to be verified, the End User will be required to register. End User data will be managed in accordance with the privacy and sensitive data policy elements discussed in other sections, e.g. see section <i>B. Legal and Regulatory Provisions</i> .	DANS as Service Provider
J.4	Non-Registered Use	Authentication by registration and logging in is not obligatory for viewing or downloading data with licences equivalent to full Open Access.	DANS as Service Provider
J.5	Usage Guidance	DANS will publish and maintain guidelines for proper use of data and its citation, and these guidelines are based on best practices. DANS systems will guide users in respect of citation and licence compliance expectations.	DANS as Service Provider

J.6	Depositor Obligations	Depositors are expected to maintain contact details in good order, and to be available to attend to requests for access as and when notified by DANS.	Depositor
-----	-----------------------	---	-----------

<b>K. De-Accessioning and Deletion of Datasets</b>			
<b>#</b>	<b>Provision</b>	<b>Description</b>	<b>Responsibility</b>
K.1	Citation and Reproducibility Considerations	Datasets deposited in the Data Stations are potentially cited, either in the original research or in derived research. In both cases, the datasets should remain available for validation (reproducibility) considerations. This means that datasets are only deaccessioned (removed from publication and open availability) or deleted in special circumstances.	DANS as Curator
K.2	Special Conditions: Deaccessioning	Files within a dataset can be deaccessioned for instance when <ul style="list-style-type: none"> <li>• Errors are discovered in a published dataset that renders it unusable for research. In such cases, DANS will endeavour to publish a corrected version in collaboration with the depositor.</li> <li>• If the content is fraudulent from a scientific point of view.</li> <li>• If one or more of the authors or rights holders did not give permission for publication.</li> <li>• In cases where there are other legal or ethical compelling reasons.</li> </ul>	DANS as Curator Depositor
K.3	Special Conditions: Deletion	Files within a dataset can be deleted for instance when <ul style="list-style-type: none"> <li>• If there is a legally binding maximum preservation period for the content. See also section <i>H.2 Limitations to Availability</i>.</li> <li>• In case of personal data, if the controller of the data asks DANS to delete the data for legal reasons.</li> <li>• In cases where there are other legal or ethical compelling reasons.</li> </ul>	DANS as Curator Depositor
K.4	Tombstone Page	In all cases where access to a published dataset is terminated, a notice will be added to the landing page of the PID associated with the dataset to indicate that the dataset is no longer available. A mechanism to determine if any successor datasets have been published will be available to End Users.	DANS as Service Provider

<b>L. DANS appointing itself as Depositor</b>			
<b>#</b>	<b>Provision</b>	<b>Description</b>	<b>Responsibility</b>
L.1	Succession	In the following cases, DANS will at its discretion be entitled to appoint a successive Depositor or to do whatever is reasonably necessary with a view to achieving its objectives, including to appoint itself as the Depositor:	DANS as Curator
L.1.1	Account Termination: Non-	An account is terminated due to non-compliance (in accordance with Data Stations <a href="#">Terms of Use</a> article 1.6).	DANS as Curator

	Compliance		
L.1.2	Account Termination Without Successor	An account is terminated without a successor having been determined.	DANS as Curator
L.1.3	Inadequate Response Time in Case of Access Requests	A Depositor fails to respond within a reasonable time and on multiple occasions to access requests, as specified in the Data Stations <a href="#">Terms of Use</a> .	DANS as Curator
L.1.4	Passing Away, Discontinued Organisation	A Depositor passes away or a depositing organisation is discontinued and DANS has not been informed of a person or organisation who will act as successive Depositor with regard to the datasets.	DANS as Curator

<b>M. Preservation Planning</b>			
#	Provision	Description	Responsibility
M.1	Scope of Planning	DANS conducts preservation planning in three aspects of its operations: <ul style="list-style-type: none"> <li>Active preservation measures (as described above in section E. <i>Archival Storage and Preservation</i>);</li> <li>Management of storage modalities based on access and download statistics, by migrating datasets that are infrequently used to less expensive storage media;</li> <li>Planning for and ensuring continuity and integrity, as indicated in the section R. <i>Continuity, Integrity and Security of the Data Stations and Deposits</i>.</li> </ul>	DANS as Service Provider
M.2	Storage Modalities	DANS may implement measures to limit the cost of long-term preservation, including but not limited to <ul style="list-style-type: none"> <li>Using tape storage for long-term preservation (preservation packages)</li> <li>Moving infrequently access datasets to 'Cold' storage (slow, less expensive disks) or tape storage.</li> </ul>	DANS as Service Provider

<b>N. Costs and Cost Recovery</b>			
#	Provision	Description	Responsibility
N.1	Public Funding, No Profit	DANS is a publicly funded organisation, and any fees charged for services are solely aimed at cost recovery. There is no profit included in the fee structure.	DANS as Service Provider
N.2	Free Use Limitations	DANS offers the services of the Data Stations free of charge to individual researchers, limited by a volume of total storage determined from time to time by DANS.	DANS as Service Provider
N.3	Volume Limit	The volume limit is dependent on DANS cost structures and funding, and is adjusted from time to time to maximise the availability of free services to researchers. The limits are defined in the Data Stations <a href="#">Terms of Use</a> , and Depositors will be advised of any changes made to the limits and the Terms of Use.	DANS as Service Provider

N.4	Excess Use Payments	Storage in excess of the volume limit per individual Depositor account may require payment, and the fee structure is assessed and adjusted periodically.	DANS as Service Provider
N.5	Institutional and Commercial Contracts	Institutions may wish to arrange for automated and bulk deposits to a Data Station, and in such cases a fee structure may apply, depending on the volume of deposits. The fee structure and volume limits are agreed in the agreement for automated deposit services.	DANS as Service Provider

## O. Service Levels

#	Provision	Description	Responsibility
O.1	Service Levels	DANS offers two sets of service levels to End Users of its services - these depend on the contractual relationship. The service level agreements are published by DANS from time to time on its website.	DANS as Service Provider
O.1.1	Best Effort	DANS provides free services on a 'best effort' basis. In general, such service level agreements are based on availability during normal working hours, with due attention to critical issues that make the services unusable. Other issues, problems, and requests are dealt with on a best effort basis.	DANS as Service Provider
O.1.2	Specific SLA Provisions	DANS provides contracted services to institutions, and in some cases, to individual depositors that exceed volume limits. Such service level agreements (SLA) are based on availability during normal working hours, with due attention to critical issues that make the services unusable. Other issues and requests are classified in terms of priority by mutual agreement, and specific response and resolution clauses are agreed for these.	DANS as Service Provider

## P. Obligations of DANS Employees

#	Provision	Description	Responsibility
P.1	Confidentiality Agreement	All DANS employees sign a confidentiality agreement that is designed, inter alia, to protect the security and integrity of deposited data in the Data Stations.	DANS as Service Provider DANS as Curator

## Q. Obligations and Management of Third Party Service Providers and Sub-Processors

#	Provision	Description	Responsibility
Q.1	Contractual Arrangements	DANS has the appropriate contractual arrangements with Third Party Service Providers and sub-processors following the arrangements in the Data Stations <a href="#">Terms of Use</a> and its <a href="#">Processing Addendum</a> , and the provisions applicable to its own staff.	DANS as Service Provider Third Party Service Providers

Q.2	Additional Provisions	<p>DANS will require Third Party Service Providers and sub-processors to include and document provisions for the following, as applicable, in any contract or SLA entered into:</p> <ul style="list-style-type: none"> <li>• A quality assurance guarantee</li> <li>• An information security policy and security measures</li> <li>• Error checking routines and error solving procedures</li> <li>• A disaster recovery procedure</li> <li>• A monitoring policy of servers and storage media</li> <li>• A performance reporting mechanism</li> <li>• A backup policy, which includes storage in multiple locations.</li> </ul>	DANS as Service Provider Third Party Service Providers
-----	-----------------------	---	---

<b>R. Continuity, Integrity and Security of the Data Stations and Deposits</b>			
<b>#</b>	<b>Provision</b>	<b>Description</b>	<b>Responsibility</b>
R.1	Logical Security	DANS will limit access to and functionality of accounts linked to a Data Station in accordance with best practices in the field. Access logs will be maintained, and records of changes to deposits will be kept. These records are available in principle to Depositors on request.	DANS as Service Provider
R.2	Security and Integrity Provisions	DANS maintains a portfolio of procedures and measures to ensure integrity and security of its systems, including the Data Stations and its associated deposits. This portfolio is verified for risk on an annual basis and is aligned with provisions of our host institute (KNAW) and national research cyberinfrastructure (SURF). The provisions cover aspects of malware and cyber threat protection, monitoring of usage patterns and availability, backup and failover, business continuity, and disaster recovery.	DANS as Service Provider
R.3	Adequacy of Funding	DANS declares it receives adequate funding to fulfil its mission, which includes the maintenance of the Data Stations.	DANS as Service Provider
R.4	Continuity of Access	In case of dissolution of DANS, it has arrangements in place to ensure ongoing access to and preservation of its holdings.	DANS as Service Provider