Universität Münster

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> *Under German law only the official German version of the "Nutzungsbedingungen" is legally binding.*

Electronic Lab Notebook Service of the University of Münster: eLab

General Terms of Usage

Preamble

Laboratory notebooks are a central element in planning, conducting and analysing scientific experiments. They are therefore an important part of research data management and are increasingly being kept completely digitally. The "eLab" service for the use of electronic lab notebooks at the University of Münster aims to enable fully digital lab documentation in this sense. It thus contributes to increasing the traceability of research results in the sense of good scientific practice[1] and is an important building block towards a networked, consistently digital research environment.

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[1] Guidelines for Safeguarding Good Research Practice, DFG (2019).
URL: https://www.dfg.de/resource/blob/174052/1a235cb138c77e353789263b8730b1df/kodex-gwp-en-data.pdf

1.   Purpose of services, service provider

(1.1.)   eLab is a service provided by the University of Münster for the creation of team-based, digital laboratory documentation. It is designed as a web service, based on the open source software "eLabFTW" (elab-ftw.net), and is not explicitly aimed at a single discipline or subject area, but has a generic character. One aim of the service is to provide researchers at the University of Münster with a tool that supports them in complying with the principles of good scientific practice in their scientific work and to orientate their data collection and laboratory records towards the so-called FAIR principles.

(1.2.)   eLab is maintained by the Münster University and State Library (ULB) and the Centre for Information Technology (CIT). All data stored in eLab is stored on servers of the University of Münster and is not passed on to third parties.

2.   Definitions of terms

The following terms used in the "General Terms of Usage" are defined as follows:

- ***Members of the University of Münster:*** are all professors, academic staff, technical and administrative staff and research assistants of the University of Münster who are regularly employed by the University of Münster or own the status of a student or PhD student.

- ***Data:*** Generic term for non-personal measurement data, laboratory values, audiovisual information, texts, the associated transcripts and protocols, survey data, questionnaires, software, simulations and other methodological test procedures as well as objects from collections or samples that are created, developed or analysed in scientific work.
    - ***Anonymised data:*** Data within the meaning of Recital 26 of the General Data Protection Regulation (GDPR). Anonymised data is information that cannot be related to an identified or identifiable natural person.
    - ***Metadata:*** Structured data that contains information about other data and can be used to identify and sort attributes of other unstructured data.
    - ***Personal data:*** is all information within the meaning of Recital 4 No. 1 of the GDPR.
    - ***Pseudonymised data:*** are data within the meaning of Recital 4 No. 5 of the GDPR.

- ***eLab-experiment:*** Data set within eLab. Usually a self-contained documentation of a laboratory experiment.

- ***Group:*** Part of a team. E.g. people in a team who are working together on a research question or a project and want to ensure that only the members of the group, but not the whole team, can see their data. (The reading rights for the corresponding data can then be restricted to the respective group). The assignment of users to a specific group is determined by the administrators of the superordinate team.

- ***Team:*** Defined group of users who can access shared databases and other resources within eLab, for example. As a rule, users of an organisational work unit (working group, study group, research group, etc.) form their own team within eLab. The affiliation of users to a specific team is determined by its owner and technically controlled by the identity management of the University of Münster.

- ***Team administrators:*** Users who have extended rights within eLab and are responsible for the administrative management of the teams to which they are assigned as administrators. Each team always has at least one team administrator.

- ***Team owner:*** User who is organisationally responsible for a team; usually the head of the organisational work unit to which the team is assigned. Each team owner is always automatically also the administrator of the respective team.

- **User:** Persons who can enter and save data in eLab. Users must be members of the University of Münster and must always be assigned to at least one team within eLab.

3. Use of the eLab service

3.1. User group, terms of use

(3.1.1.) All members of the University of Münster (see Section 2) are entitled to record their research data with the help of eLab.

(3.1.2.) By entering and documenting data in eLab, the user undertakes to comply with these General Terms of Use and, as a user, concludes a contract with the University of Münster for the use of eLab.

(3.1.3.) These general terms of usage apply to the business relationship between the University of Münster and the corresponding user in connection with the provision of services via eLab.

(3.1.4.) The use of eLab is subject to these general terms of usage and the "IT Usage Regulations of the University of Münster (WWU) of 31 January 2020". Terms and conditions of users or third parties do not apply, even if the University of Münster does not separately object to their validity in individual cases. Even if the University of Münster refers to a message that contains or refers to the terms and conditions of the user or a third party, this does not constitute consent to the validity of those terms and conditions.

3.2. User ID

(3.2.1.) Users of eLab are required to hold a valid central user ID. Permission of usage can be restricted in terms of duration and/or content in order to ensure proper and disruption-free operation (e.g. in case of reasonable suspicion of malware usage) and/or be subject to other usage-related conditions and requirements (e.g. refusal of permission to use eLab until legal violations and/or actions that violate these regulations in a not insignificant manner have been stopped).

(3.2.2.) By logging in to eLab using your central university account, you accept the terms of use listed here.

3.3. Nutzerrollen und Rechte

(3.3.1) The number of team administrators can be expanded as required, but should be kept as low as possible for practicality reasons.

4. Content of the experiments and research activities

(4.1.) In eLab, all data and metadata on experiments, laboratory exercises and other research activities that have arisen in the context of research activities at the University of Münster may be recorded, regardless of discipline, research status, file type or language. The collection of data unrelated to activities at the University of Münster is not permitted.

(4.2.) Personalised or pseudonymised data, as part of eLab-experiments, may not be entered in eLab. Anonymised data, i.e. information that cannot be related to a specific or identifiable natural person, may be entered in eLab.

5. Data accessibility

5.1. Data accessibility

(5.1.1) A user's access to eLab or access to the data that the user has stored in eLab takes place via their central university ID, i.e. after a user's university ID has expired, it is no longer possible for them to log in to eLab or access their data stored there.

(5.1.2) A user's access to data within eLab is regulated by their membership of teams and groups, among other things. The withdrawal of existing team or group memberships of the user means that the user can no longer access data within eLab. Membership (and therefore also the withdrawal of membership) in individual teams and groups is determined by the team owners or team administrators.

6. Data storage, data erasure

6.1. Data storage

(6.1.1.) By storing data in eLab, the user agrees that this data may be stored in multiple copies on servers of the University of Münster. In terms of the audit trail, changes to entries are recorded internally and cannot be manipulated by users. A version history is available.

(6.1.2.) Confidentiality and security of the data records stored in eLab have the highest priority at all times. Unless absolutely necessary, the contents of the research data records are not viewed by Münster University staff and are not accessible to third parties. A compelling necessity to view the data records exists in particular if automated access to all or certain data records is necessary in the case of technical maintenance and/or troubleshooting measures and/or access is required due to an official or judicial order or mandatory legal regulations.

6.2. Duration of storage, premature data erasure

(6.2.1.) All data entered in eLab is stored permanently, i.e. for an undefined period of time.

(6.2.2) Within eLab, users and administrators have the option of deleting data for which they have write authorisation. However, in line with good scientific practice, the data is not completely removed during this deletion process, but is marked as deleted within the application so that it is no longer visible to users and team administrators and cannot be restored. The complete deletion of data is not intended in eLab.

(6.2.3.) In the event of reports of legal violations by third parties or violations by users themselves, if users report violations by team owners or team administrators, with regard to the content posted by the user and/or significant violations of these Terms of Use by the user, the University of Münster is entitled to block access to the respective data with immediate effect or to delete it without consulting the user. In the event of legal violations reported by third parties, the University of Münster will give the user the opportunity to submit a counterstatement within a reasonable period of time before deleting data in order to substantiate the alleged violation. However, the measures ultimately taken by the University of Münster in the event of infringements reported by third parties are at the reasonable discretion of the University of Münster.

7. Costs

(7.1.)   The use of eLab is free of charge.

8. Data protetction

(8.1.)   The policy on processing the authors' personal data is provided in the Data Protection Regulations of eLab.

(8.2.)   All personal data is processed or evaluated exclusively for work-related, experimental and documentary purposes. eLab is explicitly not used to monitor the working hours and behaviour of members of the University of Münster.

9. Technical operation, technical availability

(9.1.)   As the operator of eLab, the University of Münster is committed to ensure error-free operation of the service within the realm of what is technically and reasonably possible.

(9.2.)   The operation of eLab is guaranteed as long as this is technically possible with reasonable effort. If circumstances should arise which require a modification or interruption of service, the University of Münster will do its utmost to identify alternative systems and transfer existing data to these systems. The provision in Section 6.1.2. remains unaffected. In the event of discontinuation of the eLab service, all authors will be notified accordingly via email.

10. Responsibilities of the user

(10.1.)   The user is solely responsible for the data entered in eLab. This applies in particular to the observance of third-party rights and the quality, correctness, authorship and authenticity of the data. In particular, the user undertakes to comply with the "Securing of Good Scientific Practice of the University of Münster" in the current version.

(10.2.)   By University of Münster, no assessments or quality control are conducted on data entered in eLab, i.e. the responsibility for those rests exclusively with the user.

(10.3.)   In case of claims by third-parties, the user is obligated to provide the University of Münster immediately, truthfully, and completely with all kind of information that is necessary for the assessment of the claims and for the advocacy.

11. Accountability

(11.1.) Users shall also be liable for all disadvantages adequately and causally incurred by the University of Münster as a result of the unlawful use of the user authorisation and culpably caused by the users. Insofar as the users are members of the University of Münster who have an ongoing employment, service and/or employment relationship with the University of Münster, they are only liable in compliance with the principles of internal compensation for damages.

(11.2.) The University of Münster and its members, representatives, employees, attendants, and assistants are only liable in case of premeditation and culpable negligence. This does not apply in the event of injury to life, body or health, or in the event of a violation of essential contractual obligations, i.e. those obligations whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the user regularly relies and may rely, as well as legally Mandatory liability regardless of fault (e.g. strict liability according to the Product Liability Act). In the event of liability for a simple negligent violation of essential contractual obligations, the University of Münster's liability is limited to typical damages that were foreseeable when the usage relationship was established.

(11.3.)   Possible public liability claims against the University of Münster remain unaffected by the provisions mentioned above.

12. Modification of the General Terms of Usage

(12.1.) The University of Münster reserves the right to amend or augment these General Terms of Usage ensuring a respite for announcement of minimum four weeks, if the corresponding modifications are insignificant and reasonable for the user. This announcement is carried out by the amended and/or augmented general terms and conditions of use when logging into Shibboleth and on the pages of the eLab service. It is up to the user, to contradict to the modified General Terms of Usage. In In this case, the contract will be terminated effective on that day the modified General Terms of Usage come into effect. Objection needs to be addressed to the ULB Münster or the Service Center for Data Management of the University of Münster.

(12.2) In case of the termination of this contractual relationship, the user's access to eLab will be blocked after a period of four weeks. All data that the user has previously entered in eLab will be retained after the blocking and will not be deleted. If the user has granted selected teams or groups read or write rights for some or all of their data, these rights will continue to exist even after the user is blocked (i.e. read and write rights once granted do not expire when the user leaves).

13. Final provisions

(13.1.) All legal relationships between the contractors regarding the use of the service eLab are generally governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods.

(13.2.) Should individual provisions of these General Terms of Usage become invalid, this shall not affect the validity of the remaining provisions. The invalid provision should be replaced by another which fulfils or most closely achieves the purpose of the invalid provision. The same applies in the case that the General Terms of Usage are found to be incomplete or unenforceable.

(13.3.) These General Terms of Usage (in the original German version) enter into effect on the day following their publication on February 1st 2024.