

Terms of Service of the “NRP Repositories” Service (version 1.0)

(hereinafter referred to as the “**ToS**”)

I. General Provisions

- (1) CESNET, an association of legal entities (hereinafter referred to as the “**NRP Service Provider**”) is developing the National Repository Platform for Research Data (hereinafter referred to as the “**NRP**”), which provides tools for establishing and operating repositories. Detailed information about the “NRP Repositories” service is available on the [service website](#) and in the [NRP documentation](#).
- (2) Repositories may be established upon request by:
 - a) a natural person who is a member of the scientific research community,
 - b) a legal entity, i.e. an organization operating in the field of science, research, and dissemination of scientific knowledge (hereinafter referred to as the “**Organization**”).
- (3) Persons within the meaning of Article I (2) at whose request repositories are established in the NRP (hereinafter referred to as the “**Repository Owner**”) shall use the NRP exclusively in accordance with these ToS. The Repository Owner shall ensure that persons to whom it assigns roles related to the operation of their repository, as well as persons depositing data into the repository, are familiar with these ToS and agree to comply with them.
- (4) Repositories within the NRP may be established solely for the purpose of depositing research and research-related data in such a way that the deposited data is, to the greatest extent possible, findable, accessible, interoperable, and reusable. Further details shall be set out in the policy of the relevant repository issued by the Repository Owner (hereinafter referred to as the “**Repository Policy**”). The Repository Policy must comply with these ToS and with other requirements defined in the “*Conditions for Creating New and Modifying Existing Domain Repositories in the National Repository Platform*” document (hereinafter referred to as the “[Conditions for Creating Repositories](#)”). Repositories within the NRP may not be used to deposit:
 - a) data subject to statutory protection of classified information within the meaning of Act No. 412/2005 Coll., on the Protection of Classified Information and Security Clearance,
 - b) data containing personal data of natural persons, unless the Repository Policy explicitly states that the repository is intended for depositing such data.
- (6) Repositories established within the NRP do not allow anonymous data deposition; all persons depositing data in the repository must be identifiable.

II. Establishment and Operation of a Repository

- (1) A natural or legal person intending to establish a repository within the NRP must comply with all conditions and requirements set out in the [Conditions for Creating Repositories](#). The Repository Owner shall provide the NRP Service Provider with all required information and full cooperation throughout the entire lifecycle of the repository. This obligation also applies to any person to whom the Repository Owner assigns roles related to the repository operation.
- (2) When establishing a repository, the Repository Owner shall appoint the required roles, in particular the Repository Administrator. The scope, rights, and obligations of individual roles beyond these ToS are defined in the [Conditions for Creating Repositories](#). The Repository Owner may designate additional roles or assign a single role to multiple persons as necessary to ensure proper repository operation (including, for example, managing data access or assigning other permissions).



III. Types of Repositories within the NRP

- (1) Depending on the Repository Owner, three types of repositories may be established within the NRP:
 - a) repositories established by individuals from the scientific research community,
 - b) repositories established under the auspices of an Organization,
 - c) repositories established by an Organization.
- (2) For repositories established by individuals from the scientific research community, the following shall apply:
 - a) the Repository Owner shall be a natural person within the meaning of Article I(2)(a) of these ToS who has requested the establishment of the repository,
 - b) the Repository Owner shall automatically assume the role of Repository Administrator.
- (3) For repositories established under the auspices of an Organization, the following shall apply:
 - a) repositories may be established on the basis of an agreement with the NRP Service Provider, which sets out the general framework for their establishment,
 - b) the role of the Repository Owner within the meaning of these ToS shall be performed by the Organization, and individual repositories shall be established upon request of persons affiliated with that Organization.
- (4) For repositories established by an Organization, the following shall apply:
 - a) the Repository Owner within the meaning of these ToS shall be the Organization. The repository shall be established on the basis of an agreement between the Organization and the NRP Service Provider,
 - b) other organizations may participate in ensuring the operation of the repository, provided that they have contractually undertaken to do so with the Repository Owner.
- (5) Upon agreement with and in cooperation with the NRP Service Provider, the type of repository may be changed, or the repository may be transferred to another Repository Owner.

IV. Data Security, Compliance and Guaranteed Service Level

- (1) Repository Owners, persons performing individual roles related to the repository operation, and persons who deposit data in a repository, shall:
 - a) comply with the laws of the Czech Republic (including, inter alia, rules on the protection of intellectual property, privacy, and personal data) and with the principles of good morals when using the NRP services,
 - b) use the NRP services with due consideration for other users,
 - c) respect and not circumvent administrative and technical measures ensuring the security of the NRP,
 - d) keep their contact details (in particular their contact e-mail address) up to date and respond to requests from the NRP Service Provider without undue delay, and provide the required cooperation.
- (2) In the area of ensuring data and information security, Establishing Entities, persons performing individual roles related to the repository operation, and persons who deposit data in a repository shall:
 - a) protect their access credentials to the account through which they access the NRP services. Users shall not share such credentials with any third party or otherwise enable third parties to access their account,

- b) report without undue delay to certs@cesnet.cz any misuse of the infrastructure, any leakage or breach of access credentials (i.e. their compromise), any breach of security measures, or any other circumstance that may indicate a security incident.

(3) The Repository Administrator may:

- a) deny access to the repository to persons if there is reasonable suspicion that their access credentials have been compromised,
- b) deny access to the repository to persons who are in breach of these ToS or the applicable Repository Policy,
- c) deny or regulate access to the repository for other administrative, operational, or security reasons.

The same rights are also vested in the NRP Service Provider. In the event of a particularly serious violation of these ToS, the NRP Service Provider may deny the affected person access to all NRP services.

- (4) If the NRP Service Provider is credibly notified that content that in any way violates the laws of the Czech Republic or these ToS (hereinafter referred to as “**Unlawful Content**”) has been stored in a repository, it may restrict access to the affected repository (or to the specific Unlawful Content, where technically feasible). In such a case, the NRP Service Provider shall contact the Repository Administrator and/or the Repository Owner and, in cooperation with them, verify the information concerning the Unlawful Content. The affected repository shall be made accessible again once the Unlawful Content has been removed, or upon confirmation that no Unlawful Content is present in the repository.

- (5) The guaranteed service level of the NRP services and the security measures are set out on the relevant service websites or in the technical documentation of the services. Unless otherwise specified or agreed, NRP services are provided on a “best effort” basis. The NRP Service Provider makes every effort to ensure the availability and security of data services, as well as the preservation and protection of data. For this purpose, the NRP Service Provider shall ensure that the protection of stored data and access to such data are in line with the state-of-the-art standards for repository operations. The NRP Service Provider further declares a high level of professional competence and integrity of personnel involved in the operation of the NRP. High availability and security of NRP services are ensured through hardware redundancy, system security policies, data backups, and the parameters of technical and system support provided by the hardware supplier. The NRP Service Provider declares that the infrastructure used for the operation of the NRP services is located within the territory of the Czech Republic.

V. Data Storage Period and Grounds for Repository Termination

- (1) Repositories within the NRP are intended for long-term storage of data. The NRP Service Provider reserves the right to set data retention limits for individual types of repositories.
- (2) The following persons may handle data stored in a repository within the NRP:
 - a) The Repository Owner and the Repository Administrator, solely for purposes related to the operation of the given repository,
 - b) persons authorized in the Repository Policy by the Repository Administrator (in particular, persons authorized to deposit data to the repository and persons authorized to access such data), to the extent determined by the Repository Administrator,
 - c) the NRP Service Provider, solely to the extent provided for in these ToS.

- (3) The Repository will be terminated upon request by:
- a) the Repository Owner of a repository established by an individual from the scientific research community; the Repository Owner shall, prior to submitting a request for termination of the repository, offer the role of Repository Owner to other users of the repository,
 - b) the Repository Administrator of a repository established under the auspices of an Organization, provided that such termination is confirmed by the relevant Organization; the Repository Administrator shall, prior to submitting a request for termination of the repository, offer the role of Repository Administrator to other users of the repository who meet the rules of the Organization for establishing repositories under its auspices,
 - c) the Repository Owner of a repository established by an Organization; the Repository Owner shall, prior to submitting a request for termination of the repository, offer the role of Repository Owner to organizations that have contractually undertaken towards the Repository Owner to participate in ensuring the operation and sustainability of the repository, if such organizations exist.
- (4) The NRP Service Provider may unilaterally terminate a repository in the event that the repository fails to comply with the requirements of these ToS or other binding documents issued by the NRP Service Provider, in particular if the repository does not have a designated Repository Administrator or if such Repository Administrator fails, over an extended period, to perform their duties and respond to requests from the NRP Service Provider. Termination of the repository shall be preceded by a notice to the Repository Owner to remedy the situation within a specified period, which shall be reasonable with regard to the nature of the deficiency. The period shall also be determined with regard to the size of the repository, its content, the duration of its existence, and the number of users. The repository shall not be terminated earlier than six months from the date on which the notice was sent.
- (5) The NRP Service Provider may inform the user community of the intention or risk of termination of a repository and the removal of the data stored therein. Where possible, the NRP Service Provider shall provide reasonable cooperation to the community in implementing solutions aimed at preserving the repository.

VI. Final Provisions

- (1) The NRP Service Provider may amend these ToS, in particular where this is necessary to ensure the proper fulfilment of the purpose and maintenance of the trustworthiness of the NRP or to comply with conditions set by providers of funding for the operation of the NRP. Users shall be informed of the new version of these ToS at least three (3) months prior to their effective date.
- (2) These ToS are available in Czech and English versions. In the event of any discrepancy between these versions, the Czech version shall prevail.

Last updated on 23 March 2026

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Notice: This is a living document subject to continuous updates and revisions as the National Repository Platform evolves. This version may not represent the final approved state. For the most up-to-date version, please visit https://docs.nrp.eosc.cz/en/docs/repo_admins/operating-repositories-in-the-nrp/formal-governing-documents.



Spolufinancováno
Evropskou unií



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