



EBRAINS General Terms of Use

version 1.0

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Version

Version	Description	Date
1.0	Initial General Terms of Use	2020-06-25

These terms of use define the relationship between EBRAINS and you as you access and use EBRAINS Resources (data, models, software), tools and services. The use of EBRAINS services implies that you accept these terms and conditions. Additional terms of use may apply to the use of some specific services.

1. Scope

These terms govern any use of EBRAINS content, services, tools and products available at or through EBRAINS.

2. Glossary

Definitions of all relevant concepts used in this agreement can be found at <https://ebrains.eu/terms>.

3. Accessing EBRAINS

3.1 *EBRAINS Account*

Access to some EBRAINS services require the creation of an EBRAINS account. You are responsible for keeping your account secure and EBRAINS will not be responsible if you or others suffer any harm or loss because you do not keep your password secure.

Accounts are not to be shared with anyone.

3.2 *Personal information we collect*

When you access or use the EBRAINS website, we may collect and process your personal information. The type of information collected depends on the services you are accessing or using. The purposes for processing categories of personal data collected and the legal basis for processing can be found in the EBRAINS privacy policy at <https://ebrains.eu/terms>.

3.3 *EBRAINS responsibilities*

EBRAINS will take appropriate measures to ensure that the processing of your personal data is done in a safe and secure manner and in accordance with applicable data protection law. All data subjects' rights requests related to information EBRAINS collects and processes can be made to EBRAINS Data Protection Officer [data.protection@ebrains.eu].

4. Using EBRAINS services

4.1 *Dataset, model and software licensing*

Datasets, models and software in EBRAINS have explicit licensing conditions attached. You must follow the licensing conditions attached to the dataset, model or software, including all restrictions on commercial use, requirements for attribution or requirements to share-alike.

4.2 *EBRAINS citation policy*

Users of EBRAINS resources must adhere to this citation policy.

Citations are essential for encouraging researchers to release their datasets, models and software through EBRAINS or other scientific sharing platforms. Your citation may help them to get their next job or next grant and will ultimately encourage researchers to produce and release more useful open data and open source. Make science more reproducible and more efficient.

In accordance with the license of the Resources (datasets, models, software), you are permitted to use the Resources to publish new research findings in Publications, provided you have built upon or improved the existing work and original publications connected to the Resources.

If you use content or services from EBRAINS to advance a scientific publication **you must follow the citation requirements listed in the licences.**

a) For a **dataset** or **model**:

- Cite the dataset/model as defined in the citation instructions (“Cite dataset / model”) provided alongside the dataset/model, and, if available, also cite the primary publication listed alongside the dataset/model.
- In cases where neither citation instructions nor a primary publication are provided alongside the dataset/model, and only in such cases, the names of the contributors should be cited (Data/model provided by Contributor 1, Contributor 2, ..., and Contributor N).

Even if the licence does not require citations, it is good practice to follow the above instructions.

b) For **software**, please cite as defined in the software's respective citation policy. If you can't identify a clear citation policy for the software in question, use the open source repository as the citation link.

c) For EBRAINS **services** which were key in attaining your results, please consider citing the corresponding software which the service relies on. A list of EBRAINS services and instructions on how they should be cited are available at <https://ebrains.eu/terms>.

Failure to cite datasets, models, or software used in a publication or presentation would constitute scientific misconduct. Failure to cite datasets, models, or software used in a scientific publication must be corrected by an Erratum and correction of the given article if it is discovered post-publication.

4.3 Illegitimate use

You may not attempt to gain unauthorized access to EBRAINS resources or services, or the underlying infrastructure, by any illegitimate means. You are required to promptly report any suspected illegitimate use or identified weakness to EBRAINS support team [support@ebrains.eu].

4.4 Resources

EBRAINS AISBL and its service providers make no representations, warranties or guarantees of any kind to the content or accuracy and quality of the data accessed through EBRAINS. Accessing and using data in EBRAINS is therefore at your own risk.

Additional terms of use may apply to some EBRAINS resources. See <https://ebrains.eu/terms>.

4.5 Services

The use of EBRAINS services implies that you understand and agree that

- a. The EBRAINS AISBL and its service providers offer no guarantees regarding reliability, functionality or availability of these services. The systems may be taken off-line at any time for maintenance, upgrades, etc.
- b. EBRAINS infrastructure and services can only be used for civil applications in accordance with Chapter II (article 19(2)) of [Regulation 1291/2013](#) establishing Horizon 2020.

Additional terms of use may apply to some EBRAINS services. See <https://ebrains.eu/terms>.

5. Intellectual Property

The content, organisation, graphics, design, compilation, magnetic recording, digital conversion and other matters related to EBRAINS are protected under applicable intellectual property rights (including but not limited to copyrights and trademarks) and other proprietary rights.

Subject to statutory allowances, extracts of material from the site may be accessed, downloaded and printed for your personal and non-commercial use except where specified by the licences attached to the resource and service.

6. Disputes and Disagreements

The substantive laws of Belgium, excluding any conflict of law rules, shall apply to any dispute arising out of the access and use of EBRAINS pursuant to these Terms of Use. The ordinary courts of Brussels (Belgium), shall have exclusive jurisdiction, subject to appeal, if any.

This does not affect mandatory legal obligations applicable to you in your jurisdiction.

7. Other policies and conditions that may apply to you

Further EBRAINS policies and conditions may apply to you and can be found at <https://ebrains.eu/terms>.

8. Disclaimer

EBRAINS AISBL and its service providers do not make any commitments, provide any warranties or guarantees regarding EBRAINS services (including the content, function, reliability and availability of the services).

EBRAINS AISBL and its service providers also take no responsibility for any breach arising from non-compliance with these terms by you.

If you agree to these General Terms of Use, any dispute, controversy, proceedings or claim of whatever nature arising out of this Agreement or its formation shall be construed, interpreted and governed by Belgian Legislation.