

# ASCENT

## Virtual Access

### User Terms and Conditions

These ASCENT Virtual Access (VA) Terms and Conditions (hereinafter referred to as “the Agreement”) govern the access to and use (as a user) of the ASCENT VA Data Repository and allows you to consult and use the data provided.

The Agreement constitutes the entire and only agreement between you identified below (also referred to as “user”) and ASCENT (being **UNIVERSITY COLLEGE CORK – NATIONAL UNIVERSITY OF IRELAND, CORK (Tyndall-UCC), INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM VZW (IMEC) and COMMISSARIAT A L’ENERGIE ATOMIQUE ET AUX ENERGIES ALTERNATIVES (CEA)**) and supersedes all other agreements, representations, warranties and understandings with respect to the subject matter of the Agreement.

- WHEREAS Tyndall-UCC, CEA and IMEC are participating in an Horizon 2020 project entitled “Access to European Nanoelectronics Network” – short “ASCENT”;
- WHEREAS Tyndall-UCC hosts the ASCENT VA Data Repository and undertakes to handle the (technical) maintenance of this data repository;
- WHEREAS this repository contains open data made available by ASCENT to the user in accordance with the terms and conditions set forth hereunder;

NOW, therefore, ASCENT and the user agree as follows:

- Subject to the terms and conditions set forth hereunder, ASCENT hereby grants to user a non-exclusive, non-transferable license to use the information available on the ASCENT VA Data Repository (“the data”) solely for the user own research work. Unless otherwise specified, the user is free to use data free of charge. The user will use the data for his/her own research work only subject to source attribution and will not share the data with other third parties. If other third party(ies) or research partners require access to the data, they can contact ASCENT that may in its sole discretion decide to grant access to the data. ASCENT reserves all intellectual property rights over the VA Data Repository and the data provided thereon.
- Without the prior written consent of ASCENT, the user must not and must not allow any third party to make the data available in any form to anyone other than your employees or contractors requiring access to use the data on the user’s behalf in a matter permitted by this Agreement.
- The user must acknowledge the contribution from ASCENT in any research outputs obtained through the use of the data (publication, patent, other form of distribution, etc.). Publications include –but are not limited to– peer-reviewed papers, conference/workshops presentations, tutorials, lecture notes and books.
- You may only publish or otherwise distribute the research output obtained through the use of the data to third parties (“results”) as follows:
  - Publication or other distribution must be either in Open Access journals (“Gold” open access) or self-archived on an Open Access repository (“Green” access)
  - The user must explicitly acknowledge the support from ASCENT. The paper/presentation MUST include the following text:  
*“The [please insert descriptor] data is provided on an “as is” basis through ASCENT, funded by the EU H2020 Infrastructure Programme (H2020-INFRAIA-2014-2015) under Grant Agreement 654384”*
  - Any publication or other distribution of the results must indicate that it reflects only the author’s view and that the European Commission nor ASCENT (or any Party detailed

under 1) through 3) is responsible for any use that may be made of the information it contains.

- The user agrees, as part of the use of the data, to submit a copy of the final manuscript of the results to ASCENT before publication or distribution for review and (if needed) modification.
- The data, all copies and portions thereof, and all intellectual property rights therein, are and remain the exclusive property of ASCENT (and its members). The users right to use the data is limited to those expressly granted in this Agreement. No other rights with respect to the data and any related intellectual property rights are implied. ASCENT reserves all rights not expressly granted to user under this Agreement. ASCENT further does not transfer any ownership rights in and to the data.
- The data is provided “as is” without any warranty of any kind, express, implied or otherwise including but not limited to warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement. Upon written request, ASCENT is willing to provide technical assistance to the user regarding data related questions however without performing any additional research activities. Such technical assistance is to be provided during regular working hours (Monday to Friday 8 am till 5 pm). However, neither ASCENT nor any of its members accept any responsibility for the accuracy nor the usage of the data provided. The user expressly agrees that the use of the data and logging on to the data repository is at the user sole risk. Neither ASCENT nor any of its members warrant that the data repository will be uninterrupted or error free, nor do they make any warranty as to the results that may be obtained from the use of the data.
- The user should undertake the necessary actions to adhere to the standard codes of conduct and ethical behaviour in scientific research when conducting research and using and disseminating research data and findings.
- The ASCENT data will be updated periodically. Therefore, it is recommended that the user checks for updates to ensure use of the most up to date data.
- The user is encouraged to provide feedback on the access procedure and the data itself. When the access is finalised, the user MUST fill and submit an Access Completion questionnaire.
- ASCENT and its members are not liable for any lost profits or business opportunities, loss of use, loss of revenue, loss of goodwill, business interruption, loss of data, or any indirect, special, incidental or consequential damages under any theory of liability, whether based on contract, tort, negligence, product liability or otherwise. ASCENT and its members’ liability under the Agreement will not, in any event, regardless of whether the claim is based in contract, tort, strict liability or otherwise, exceed the amount of €1.000.
- The term of the Agreement begins on the notice of availability of use of the data and continues under the Agreement is terminated in accordance with the provisions detailed hereunder.
- ASCENT may terminate the Agreement effective immediately upon written notice if user breaches any term or conditions of the Agreement and fails to cure this within twenty (20) calendar days after ASCENT’s written notice thereof.
- The Agreement shall automatically terminate from the moment ASCENT decides to discontinue to provide the data on the VA repository. Such decision can be taken by ASCENT at any time without any liability. The user shall be informed hereof through appropriate notice on the repository.
- Upon termination of the Agreement, all rights to use the data granted to user will immediately cease. Any provision will survive any termination or expiration if by its nature and context it is intended to survive, including disclaimer of warranty, limitation of liability and applicable law and competent court.
- The Agreement is governed by the laws of Belgium, excluding its conflict of law rules. To the extent permitted by mandatory law, the courts located in Brussels (Belgium) will be the exclusive jurisdiction for disputes arising out of or in connection with the Agreement.
- User shall comply with all laws, including export, applicable to the actions contemplated in this Agreement.