Terms of Use of Datasets

Acceptance of Terms of Use

1. By accessing and using the datasets provided by EORTC HQ, you shall be deemed to have accepted to be legally bound by these Terms of Use. If you do not agree to these Terms of Use, do not use the datasets.

2. These Terms of Use (except project specific terms) are standardly available on EORTC web site (link) and may change without notice. Please check the Terms of Use whenever you differ or delay the use of datasets as Terms of Use applicable the date of transfer will apply.

3. EORTC HQ may provide links to additional (project specific) terms of use (see section 13). Your use of such datasets will be subject to those additional terms of use. In case they change you will be notified in writing. EORTC HQ may also request to execute the formal agreement in some particular cases or which fact you will be prospectively notified in writing.

Conditions of Use

4. Subject to these Terms of Use, EORTC HQ grants you a royalty-free, non-exclusive use of the data for the following purposes:

i use of the data specifically for projects for which the data has been released by EORTC HQ (referred to hereinafter as Projects);

ii and/ or modification or adaptation of the datasets to suit the needs of Projects;

iii publication of results of Projects

5. Subject to these Terms of Use, are prohibited

i further copying, distribution or transmission of the datasets to any third party;

ii posting data on a public data repository/web site, unless in a form of results and otherwise agglomerated data

iii further sharing or commercialization of the applications that you develop using the datasets;

iv any attempt to identify data subjects or any action which is likely to lead to subject identification;

v publication of individual patient data (except when fully anonymized or agglomerated) or any other type of data that puts data subjects under the risk of potential intentional or unintentional identification, unless specifically and explicitly authorized by data subject.

vi use of the data for other purposes than the Project;

6. You must:

i ensure Project has received an appropriate ethical approval and / or any other approval or that it is otherwise legitimate as per applicable legislation,

ii process the data in a way that will make highly unlikely any inappropriate access to the datasets or any breach to data privacy by, among other measures, using appropriate technical tools;

iii limit all processing of datasets to entities based within EU or inform EORTC about any need to transfer datasets to any party based outside EU prior to any transfer or any agreement to transfer as additional constraints may apply;

iv clearly state in all your communication:

“The authors thank the European Organization for Research and Treatment of Cancer for permission to use the data from EORTC studies [list of study numbers] for this research”.

“The contents of this publication and methods used are solely the responsibility of the authors and do not necessarily represent the official views of the EORTC.”

v cease to use the datasets once Projects are ended and do not store the data any longer that the archiving time legally required by the legislation applicable to your activities and/or to the Project.

vi provide the information on, modify, correct or destroy datasets or parts of datasets upon specific request of EORTC at any moment, in particular in relation to data subject rights and requests; such actions shall not generate any costs or liability for EORTC.

vii immediately inform EORTC about any breach to data privacy in relation to datasets you received from EORTC of any breach of these Terms of Use.

viii send EORTC [insert e-mail] the reference of any resulting scientific publication within 2 months of the publication

6. You must not use the data for unlawful purposes or present results in a misleading way. Such instances include, but are not limited to:

i presenting the datasets in a misleading or incorrect manner, or misrepresenting the data; or

ii using the data to promote or support any illegal activities.

7. The breach of any of these Terms of Use shall result in the cancellation of the license to use the datasets granted to you under clause 4. These Terms of Use (except for clause 4) shall survive the cancellation of the license under clause 4.

Disclaimers

8. The datasets are provided on an "as is" basis without warranties of any kind. EORTC does not make any representations or warranties whatsoever and, to the fullest extent permitted by the law, hereby disclaim warranties, whether express, implied or statutory, to you or any third party in relation to the use of the datasets, including but not limited to any warranty as to the accuracy, correctness, reliability, timeliness, non-infringement, title, quality or fitness for any particular purpose of the datasets.

9. To the fullest extent permitted by law, EORTC shall not be liable to you or any third party for damage or loss of any kind, including but not limited to direct, indirect, punitive, special or consequential damages, loss of goodwill, loss of business resources, income, revenue or profits, lost or damaged data, or damage to your computer or other property, arising directly or indirectly from your or any third party’s use of, or inability to use, the datasets or the results of Projects.

Indemnity

10. You agree to fully indemnify EORTC and to hold EORTC harmless from any and all claims, demands, losses, liabilities, costs and expenses (including but not limited to legal costs) against EORTC arising directly or indirectly from your use of the datasets or your breach of any of these Terms of Use or your violation of any rights of another; or any claim made by a third party in connection with the third party’s use of the datasets or any derived analyses or applications which you have provided.

Ownership and Intellectual Property

11. You acknowledge you understand and agree that:

i. you are not the owner of the datasets and their ownership is not anyhow affected by these Terms of Use

ii. you retain the intellectual property rights exclusively and specifically on data generated by the Projects; any intellectual property rights otherwise related to datasets is not affected by these Terms of Use and remains with EORTC

Governing Law

12. These Terms of Use shall be governed by and construed in accordance with Belgian laws. You irrevocably agree for the exclusive benefit of EORTC that Belgian courts shall have exclusive jurisdiction in relation to any dispute arising from or relating to these.

Additional terms of use

13. NEANT