

BSC-CNS Dataverse Deposit Agreement

By depositing your data to BSC-CNS Dataverse (including any collection) you acknowledge that you have read and accepted the [Terms of Use](#), this Deposit Agreement and all related BSC-CNS policies.

You, as a BSC-CNS employee or a BSC-CNS collaborator, are the Author (meaning the one who has made, authored or otherwise made a substantive intellectual contribution) of or have been granted permission by an Author to deposit any Data or Dataset (hereinafter, "Dataset") you deposit in BSC-CNS Dataverse. If the latest is the case, you shall submit next to the data the written permission from the Creator/Author.

If applicable, you have removed any private, personal, confidential, or other legally protected information from any Dataset you deposit in BSC-CNS Dataverse.

You agree to the BSC-CNS Dataverse Deposit Agreement as stated below in its entirety.

To properly administer BSC-CNS Dataverse and preserve the contents for future use, BSC-CNS requires certain permissions and warrants from you, the Creator(s), and/or copyright owner(s), including transfer of custody of your Datasets. If copyright law is applicable to your dataset submission and you are the copyright owner, by accepting this agreement, you still retain copyright to your work and do not give up the right to submit the Dataset to publishers or other repositories. If copyright is applicable and if you are not the copyright owner, you represent that the copyright owner has permitted you to make the Dataset publicly available. If this is the case at the latest, you shall submit written permission from the copyright owner next to the data.

If you cannot make all the following representations, then you must contact BSC Data Management staff at datamanagement@bsc.es before depositing data in BSC-CNS Dataverse.

By depositing data in BSC-CNS Dataverse, you grant to BSC-CNS the non-exclusive right to reproduce, translate, and distribute the Dataset in any format or medium worldwide and royalty-free, including, but not limited to, publication over the Internet only for educational and research purposes, no commercial purposes are allowed.

You understand that datasets to be published in BSC-CNS Dataverse must comply with the criteria described in the BSC-CNS Dataverse [Terms of Use](#). You also understand that your deposited data are subject to curatorial review and approval by curatorial staff before they can be published. Nevertheless, BSC-CNS is only responsible for the Service, not for the use of the Data uploaded. The Users must ensure that the content uploaded complies with BSC-CNS Terms of Use and this Deposit Agreement. If the data uploaded by the User does not comply, BSC-CNS reserves the right, in its sole and absolute discretion, to reject, refuse to post or remove any posting by the User.

You agree that BSC-CNS may convert the deposited Data Files and/or Metadata Files to any medium or format and make multiple copies of the deposited Dataset for the purposes of security, back-up, and preservation. In addition, you understand and agree that BSC-CNS Stewards may, if necessary, make changes to Descriptive Metadata, including enhancements (such as addition of keywords) and/or corrections (such as minor typos). Any Descriptive Metadata changes will be tracked via BSC-CNS Dataverse's control mechanisms. Your Dataset will not otherwise be altered without your permission.

You understand that the name of the Depositor as well as the name and email address of the Long-Term Contact Person are displayed with the published Dataset, as will the Terms of Use selected by the Depositor.

You understand that BSC-CNS Dataverse commits to preserve your published Dataset. BSC-CNS Dataverse also commits to providing public access to Datasets through maintenance of persistent BSC-CNS Dataverse webpages, Descriptive Metadata records, and identifiers, and providing access metrics, which may include page-views, downloads, and citations. Nevertheless, BSC-CNS Dataverse does not guarantee any backup.

You grant BSC-CNS the right to delete unpublished dataset drafts that have not been submitted for review after more than one year after creation. Before deleting an unpublished dataset draft, BSC-CNS support staff will make a reasonable effort to contact you to clarify the status of the draft. Depositors may appeal removal of Content and Resources via datamanagement@bsc.es.

To submit a Dataset, you ensure that:

- You have the right to grant the rights contained in this Agreement.
- You must agree to properly cite all third-party data or tools incorporated into the Dataset, per licensing or copyright terms.
- Nothing in the Dataset, to the best of your knowledge, infringes on anyone's copyright or other intellectual property rights.
- If the Dataset does contain material for which others hold copyright, you have obtained the unrestricted permission of the copyright owner to grant BSC-CNS (by owner) the rights required by this agreement and that such third-party owned material is clearly identified and acknowledged within the content of the Dataset.
- Nothing in the Dataset violates any contract terms (e.g., Nondisclosure Agreement, Material Transfer Agreement, Terms of Use, etc.).
- Nothing in the Dataset contains any private nor personal information, confidential information, proprietary information of others, export-controlled information, or otherwise protected data or information that should not be publicly shared.
- The Dataset agrees with the ANECA's Ethical Guidelines for Research (2023).¹
- All content provided within and about the Dataset is accurate. Datasets must not omit, falsify, or misrepresent data to manipulate conclusions, and any corrections must be promptly submitted.
- Nothing in the Dataset contains any software viruses or computer codes, files, or programs capable of allowing unauthorized access or disrupting, damaging, limiting, or interfering with the proper functioning of BSC-CNS Dataverse or other users' software, hardware, or telecommunications equipment.
- You understand that if copyright terms for, or ownership of, the Dataset submission change, it is your responsibility to notify BSC-CNS Dataverse of these changes.

¹ <https://www.aneca.es/criterios-2024>

- If the Dataset is based upon work that has been sponsored or supported by an agency or organization, you must fulfill any obligations required by the contract or agreement with such an agency or organization before depositing into BSC-CNS Dataverse.
- Nothing that violates Spanish or EU laws shall be uploaded.
- The Service shall not be used fraudulently.
- You understand that it is forbidden to store or upload illegal copies of music, movies, videos, software or other media, store or access any potentially unlawful or inappropriate content or data (such as hate speech, defamation, etc).
- You must disclose any potential conflicts of interest (e.g., financial, institutional, or personal relationships) that could influence the integrity or interpretation of the Dataset you uploaded.
- The Dataset must include sufficient documentation (e.g., methodology, code, tools) to ensure reproducibility and verify the provenance of the data submitted.
- All datasets published must include explicit licensing terms (e.g., Creative Commons, MIT, GNU) governing reuse, unless restricted by law or prior agreements.
- If the Dataset is under an embargo period (e.g., pending publication or patent approval), you must notify BSC-CNS Dataverse and provide a clear embargo expiration date.

BSC-CNS does not endorse, take responsibility for, or make any representations or warranties for any Content submitted by the Users, and will not be liable for 1) Content submitted by the Users, format, Metadata, or lack thereof; 2) representations or warranties made by the User about the Content; and 3) any loss of or damage to Content submitted by the Users, either in whole or in part, from whatever cause.

In no event shall BSC-CNS and its affiliates, directors, employees, agents, partners, or suppliers, be liable under contract, tort, strict liability, negligence or any other legal theory with respect to the service or any content or user submissions (i) for any direct damages, or (ii) for any lost profits or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever.

The User will hold BSC-CNS harmless from and against any and all loss, cost, expense, liability, or damage, arising from i) User's use or misuse of the Service; (ii) User's access to the Site; (iii) User's violation of this Agreement; or (iv) infringement by the User, (v) or any third party using User's account, of any intellectual property or other right of any person or entity, including but not limited to infringements upon any and all representations made by the User in this Agreement. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

- However, nothing in this Deposit Agreement excludes or limits liability for gross negligence, intentional misconduct, or any other liability that cannot be excluded under applicable laws, including but not limited to the EU Digital Services Act and Spanish consumer protection regulations.

This Deposit Agreement and any Content or Resource shall be governed by and interpreted in accordance with the laws of Spain, without taking into consideration from where the Content or Resources are downloaded or used. All disputes under this Deposit Agreement and anything related to the Data uploaded will be resolved in the courts of Barcelona, Spain under the Spanish jurisdiction. Where provisions in the Harvard Dataverse Terms conflict with Spanish/EU law, the latter shall prevail. Acceptance of Harvard's terms does not override user rights under applicable Spanish/EU regulations. The User consents to the jurisdiction of such courts and waives any jurisdictional or venue defenses otherwise available.