

EBRAINS Access Policy

Version 1.3

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Version	Description	Date
1.0	Initial policy	2020-04-29
1.1	sect 4: updated list of accessible data updated URLs	2020-06-11
1.2	fix cross-reference in sect 5.2 resolve ambiguity of sect 6	2020-06-18
1.3	Yearly DPO review 2022	2022-04-01

1. Introduction

The underlying objective of the EBRAINS research infrastructure is to provide shared, open resources, computing tools, models and data, also defined as Services in the Terms of Use, that serve to integrate brain science across various disciplines. It provides a platform for researchers to share, find, and use data, to perform modelling, simulation and virtual experiments, and to access the available and required EBRAINS computing resources for those purposes. This Access Policy is aimed at facilitating the responsible, transparent, extensive and appropriate sharing, access and use of the Services provided through EBRAINS. It ensures that the application for access to the Services is simple and clear while facilitating ethically and legally responsible and compliant use and generation of research data by using the Services.

This Access Policy (the “Policy”) applies to every User of the EBRAINS Services when applying for access to the Services.

2. Principles of Access

EBRAINS operates with the following principles in accordance with the [EIU Charter on Access to Research Infrastructure](#) and the [EU Legislation on Research and Innovation](#).

EBRAINS services and resources are available for legitimate purposes (e.g. research undertaken by universities, non-governmental organisations, government agencies, research institutions, commercial organizations, independent researchers) and not excluded by the Terms of Use (e.g. military research is excluded).

Access to some resources are controlled and limited to specific conditions.

- Human datasets made available through EBRAINS services comply with the General Data Protection Regulation (GDPR) provisions. Owing to the changing landscape of technology and the increasing possibility of a positive re-identification of human datasets, EBRAINS requires that applicants intending to use human datasets enter into an agreement not to make any attempt to re-identify data subjects.
- Multiple EBRAINS Services use cloud computing resources (including data repositories, supercomputing and neuromorphic computing). Use of these resources are strictly and exclusively reserved for brain research purposes. Additional supercomputing resources may be requested via [EBRAINS open calls](#) to the neuroscience community.
- EBRAINS requires users to adhere to ethical principles of respect for autonomy, human rights, dignity, non-discrimination, social benefits and the principles of Responsible Research and Innovation that help the anticipation and assessment of potential implications of research and innovation to align research and technology with values, needs and expectations of society (see [Glossary](#)).

EBRAINS Services are available for the Permitted Purposes as determined in the Terms of Use. Human datasets made available through EBRAINS Services must comply with the General Data Protection Regulation (GDPR) and any other applicable data protection legislation.

Users of the EBRAINS Services may not use, or attempt to use, human Datasets in violation of the GDPR and any other applicable data protection legislation as well as the Contractual Documents.

They may amongst others not re-identify, or attempt to re-identify data subjects in any manner or way, including by making use of new technologies which increase the possibility to re-identify data subjects behind human Datasets.

3. Definitions

Capitalised terms and definitions used in this Policy have the same meaning as in the other Contractual Documents governing the EBRAINS Services, unless another definition is explicitly provided for specifically for the context of this Policy.

4. Access Authentication and User Registration

Users have access without an EBRAINS account to a limited set of Services for which Public Access applies. Currently these are non-human animal Datasets and aggregated or post-mortem human Datasets. These Datasets can be found via the EBRAINS Find Data and the Atlas viewer Services. Access to those Datasets implies the User's approval of the EBRAINS Terms of Use. Access without EBRAINS account to certain Services does not create any acquired rights for Users of such Services and may vary and change over time. Any changes regarding access requirements are decided at the sole discretion of EBRAINS.

Access to other Human Datasets requires a Registered Access. For this, an EBRAINS Account needs to be permitted and authenticated. Registered Access is also subject to consent and agreement by any User with the Contractual Documents.

In order to access EBRAINS Services which are not available without an EBRAINS account, candidate users need to request an EBRAINS account. Candidate Users can request to obtain an EBRAINS account via the form on the EBRAINS website: <https://ebrains.eu/register>

EBRAINS maintains a list of trusted institutions. Candidate Users from these institutions are granted access via a simple procedure managed by EBRAINS support. Requests from users from other institutions or independent users are processed by the EBRAINS Access Review Committee (EARC) who has the authority to validate requests.

Candidate Users are identified as being from a institution based on their access to an e-mail address from that institution. This institutional email address needs to remain valid for the user to keep his/her access. Group E-mail addresses or e-mail addresses which are accessible to more than one person are not authorized. Candidate Users with non-institutional email addresses (e.g. gmail) will be asked to use an institutional email address for registration or to provide a copy of legal identification, optionally followed up by a validation by videoconference.

Once the Candidate User's request for an EBRAINS account has been approved by EBRAINS, the user will receive an e-mail with a link to an EBRAINS web page with access to EBRAINS Terms of Use and the possibility of accepting these to finalize the creation of the User account.

Users will be asked to validate their e-mail address on a regular basis to keep access to their EBRAINS account within a certain timeframe. Failure or refusal to perform such validation will suspend the use of the EBRAINS account. A suspended User account can be accessed again by re-validating the e-mail address.

When a User changes Institution, the User must contact EBRAINS support in advance to request that the email address linked to their Institution be updated while they still have access to the e-mail address linked at that moment to their EBRAINS account.

Users are not authorized to create more than one EBRAINS account, even not if one User is connected to more than one Institution.

Candidate Users must be 18 years of age or older.

EBRAINS may apply restrictions or prohibitions to certain Candidate Users based on the country where the User is based, the country where the Institution is based or other mandatory rules under trade control or sanction rules in order to comply with its contractual, regulatory and/or legal obligations.

The User (i) remains responsible for any access to the Service through the Account, (ii) is obligated to protect and not to disclose to third parties the password or any other form of access credentials linked to the EBRAINS account, (iii) is responsible for keeping the EBRAINS account secure and, (iv) shall take reasonable steps to ensure that the User abides by the terms and conditions herein. If the User becomes aware of any suspected or actual violation of this Policy, the Terms of Use, the GDPR, the Law, abuse of the Services and/or the EBRAINS Platform, unauthorized use or access to the Services and/or the EBRAINS Platform, vulnerability in the Services, security incident, confidentiality or data breach or potential or confirmed compromise of its access credentials, then the User shall promptly notify the EBRAINS support team (<https://ebrains.eu/support>).

EBRAINS will not be responsible if a User or others suffer any harm or loss because the User did not keep the access credentials secure.

4.1 Levels of Access

There are different levels of access to the EBRAINS Services. The first level of access is **Public Access** or **Open Access** and does not require an EBRAINS account. No authentication process applies.

The second level is the **Registered Access** or **Controlled Access** and requires the User to have an EBRAINS account. Access to a Service and/or a Dataset depends on the level of access granted to the User by EBRAINS.

An EBRAINS account does not give a user access to all Datasets and services. However, with an EBRAINS account, a user can request access to certain reserved Datasets and services. Requests for access to reserved Datasets or Services (such as services consuming computing, storage, support or consulting resources) might be reviewed by the EARC and granted on a case by case basis.

In the future, EBRAINS may offer specialist access to some Users, for example for Institutions from an EBRAINS contributing/founding member country or based on commercial motivations and subject to conditions which will be published as appropriate.

5. User Access Requirements

5.1 Data Users

The Data User is required to accept the EBRAINS Terms of Use to confirm that the User will comply with all applicable laws, regulations, rules, ethics and approvals in the use and sharing of the Data available via the EBRAINS Services, including the General Data Protection Regulation (GDPR).

Users from Institutions based outside of the European Economic Area (EEA), or Users located outside of the EEA, must comply with the provisions of the GDPR especially with regard to data subject rights to: access, rectification, restriction of processing, erasure, data portability, object and automated individual decision-making (see GDPR chapter 3 article 12-23).

5.2 Service Users

Service Users may be required to accept Specific Service Terms to confirm that they:

- Use the Services only for the purposes for which access was granted as per the Specific Service Terms;
- Adhere to the ethical principles outlined in section 2 of this Policy.
- Understand that no guarantees are offered regarding reliability and availability of the Services as per the Specific Service Terms and/or
- Any other requirement, restrictions or prohibitions imposed by the Service Provider and EBRAINS

6. Access Charges

EBRAINS seeks to provide the Services to the research community without Service Fees. If Services Fees would apply, this will be published as appropriate.

7. EBRAINS Privacy Statement

Personal Data processed pursuant to this Policy are governed by the Privacy Statement that can be found here: <https://ebrains.eu/terms>.

8. Terms and Conditions

Access to EBRAINS Services implies the User's approval of the EBRAINS Terms of Use and any Specific Service Terms that can be found here: <https://ebrains.eu/terms>.

9. Termination of Access

EBRAINS and its Service Providers reserve the right to monitor the use of a User account and to terminate access to EBRAINS data and services with or without notice in case of breach of EBRAINS Terms of Use (general or service specific) or for other reasons considered adequate by the EARC.

10. EBRAINS Liabilities

EBRAINS liability is defined in the Terms of Use and, if applicable the Specific Terms of Use.

11. Acceptable Use

Access to the Services is subject to the below Acceptable Use rules applicable to any User.

Users may not use the EBRAINS Platform and the Services in any way that causes, or may cause, damage to the EBRAINS Platform or the Services or impairment of the availability or accessibility of the EBRAINS Platform or the Services, or any of the areas thereof.

Users may not use the EBRAINS Platform or the Services:

- (a) in any way that is unlawful, illegal, fraudulent or harmful;
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- (c) by adding or integrating harmful software

Users may not use the Services to promote or distribute any viruses, trojans, worms, root kits, spyware, adware or any other harmful software, programs, routines, applications or technologies.

Users may not use the Services for any purpose related to illegal or unethical activities.

Users may not link to any website or web page containing material that would, should it be posted on the EBRAINS Platform, breach the preceding terms of this Policy.

User will not, and will not permit any other person or User or deliberately knowingly or with wilful negligence enable any other third party, to:

- modify, copy, display, republish or create derivative works based on the Services, the underlying software or any content;

- frame, scrape, link to or mirror any content forming part of the Services;
- reverse engineer, decompile, decrypt or attempt to discover any source code or underlying ideas or algorithms of the Services or the underlying software and components;
- disclose the results of any benchmark testing, technical results or other performance data relating to use of the Services or the underlying software and components;
- access the Services in order to: (a) build a competitive product or Services, (b) build a product using similar features, functions or graphics of the Services, or (c) copy any features, functions or graphics of the Services;
- use the Services in connection with any illegal, defamatory, harassing, libellous, threatening, or obscene material or purpose or to send any message or material that in any way violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability;
- send or allow any malicious code through the Services and/or EBRAINS Platform;
- copy, publish or reproduce the Services and/or EBRAINS Platform for others to copy or use any component thereof except as expressly permitted herein;
- distribute, re-distribute, sublicense, assign, share, sell, resell, time-share, rent, lease or otherwise make the Services available to any third party or grant a security interest in the Services;
- interfere or attempt to interfere in any manner with the functionality or proper working of the Services and/or EBRAINS Platform, or disrupt the integrity or performance of the Services and/or EBRAINS Platform or any data contained therein;
- circumvent any contractual, technical or logical use, User restrictions agreed upon or existing in the Services and/or EBRAINS Platform or attempt to gain unauthorized access to, or use of, any part of the Services and/or EBRAINS Platform; or
- perform any form of stress, load, performance, security or other vulnerability or penetration tests on the Services and/or EBRAINS Platform.

Use of the Service by Users is subject to the following conditions:

- User maintains control of or access to all data processed through the Services via the EBRAINS Platform and sole control over the content, quality, and format of any such data provided;
- User is solely responsible for ensuring that User's use of the Services via the EBRAINS Platform complies with all applicable laws and regulations;
- User warrants that it will not send content that is illegal, unauthorized, prohibited, fraudulent, deceptive, inaccurate, or misleading (including, without limitation, by using a false identity or forged address or telephone number), and will not send content in violation of any applicable law or that would otherwise cause EBRAINS, Service Provider or its licensors to be in violation of applicable law;
- User bears sole and exclusive responsibility for its use of the Services on the EBRAINS Platform.
- User shall refer to the Service by its URL, as required, and not rely upon EBRAINS or Service Provider's IP address. EBRAINS and Service Provider expressly reserves the right to alter its IP

addressing at any time with no prior notification to User or any other party, including but not limited for purposes of disaster recovery data or centre relocation;

- EBRAINS and Service Provider may modify the Service from time to time, in its discretion, without notice to the User, for the purpose of improving Service features, functions or performance, provided that no such modification shall materially reduce the level or quality of the Service. This may include any improvements and modifications to the Service and/or EBRAINS Platform required to maintain EBRAINS's and/or Service Provider's legal and regulatory requirements, as well as security standards. It is User's sole responsibility to maintain the security of User's computer system and comply with any industry standard minimum-security requirements to gain access to the Service;
- EBRAINS or Service Provider shall not be obligated to provide any data to any Users or third parties. User acknowledges that it is solely responsible for the management of its own record and data retention record policy, including for determining how long any data and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes;
- User is solely responsible for obtaining and maintaining, and for assuring that User obtains and maintains any hardware and software, for contracting with an Internet service provider, a telecommunications carrier or other service provider for services necessary to establish User's connection or access to the Internet, the EBRAINS Platform and the Service;
- To maintain reliability and stability of the Service and the EBRAINS Platform, EBRAINS and/or Service Provider monitor the load being imposed on the Service and the EBRAINS Platform by Users using the Services and the EBRAINS Platform. EBRAINS or the Service Provider may request that a User placing an unnecessary burden on the Service and/or the EBRAINS Platform take measures to reduce their load on the Service and/or the EBRAINS Platform. In addition, the Service and/or EBRAINS Platform may also automatically reduce the load being accepted by the Service through internal EBRAINS Platform controls; and
- EBRAINS may temporarily suspend User's access or use of any portion or all of the Service and/or the EBRAINS Platform immediately if EBRAINS determines that (i) User's use of the Service and/or the EBRAINS Platform (a) poses a security risk to the Service and/or the EBRAINS Platform or any third party, (b) could adversely impact Service and/or the EBRAINS Platform, (c) could subject EBRAINS, the Service Provider and/or their Affiliates, or any third party to liability, or d) could be fraudulent; or (ii) that User's account security has been, or is reasonably expected to have been compromised. If EBRAINS suspends User's right to access or use any portion of the Service and/or the EBRAINS Platform, User will provide reasonable assistance to EBRAINS in rectifying the issue(s) leading to the suspension.

12. Implementation and Compliance

It is the responsibility of Users to demonstrate compliance to this Policy. This should be provided upon request to the User by the EBRAINS Access Review Committee (EARC). Information concerning breach of violation by a User of this policy will be gathered by the EBRAINS support team and submitted to the EARC.

If a User breaches this Policy in any way, or if EBRAINS reasonably suspects that User has breached or attempted to breach this Policy in any way, EBRAINS may at its sole discretion:

- (a) send User one or more formal warnings;
- (b) temporarily suspend User access to a part or all of the Services;
- (c) permanently prohibit User from using a part or all of the Services; and/or
- (d) ban User from the EBRAINS Platform.

Should EBRAINS suspend or prohibit User access to the Services or a part thereof, User may not take any action to circumvent such suspension or prohibition (including without limitation using a different user account).