Sciences Po research data repository
data.sciencespo

LEGAL NOTICE

Data.sciencespo is Sciences Po’s online research data repository for the social sciences and humanities. Data.sciencespo is created for public interest to publicly disseminate research information and research outputs. Data.sciencespo makes available Datasets and their description through metadata.

Data.sciencespo uses Dataverse, an open source research repository software created and disseminated by The Harvard Institute for Quantitative Social Science (IQSS).

This repository is the property of The Fondation Nationale des Sciences Politiques (FNSP) which manages, by virtue of the article L758-1 French education Code, the Institut d’études politiques de Paris, located at 27, rue Saint Guillaume 75337 Paris Cedex 07 (hereinafter referred as Sciences Po).

The publisher of the repository is Frédéric Mion, Administrator of the FNSP, director of the IEP de Paris.

The Author and Depositor of the Datasets are indicated within the Metadata attached to each dataset.

The maintenance and security of Data.sciencespo is ensured by the FNSP.

N° SIREN FNSP: 784 308 249
N°SIREN IEP de Paris: 197534316

Personal data informations:

Controller for database management: Sciences Po (Fondation Nationale des Sciences Politiques (FNSP) and IEP de Paris).

Data storage: Data are stored in France during the validity of the User account and until six months after his deletion, for the purpose of any complaint analysis and security requirement.

Rights and complaint:

In accordance with the General Data Protection Regulation 2016/679, Users have rights to access, modify, delete, oppose to the processing of their data and a right to the limitation of data processing.

For any complaint concerning The Datasets (i.e copyright infringement, misuse of personal data), Users shall contact directly the Depositor at the email address available within the Metadata.

If the Depositor does not cease the infringement after a User’s request, the User can contact Sciences Po at research.data@sciencespo.fr for further requests about data protection rights, Users can contact the French data protection authority (CNIL).

By checking the box below, I read and accept the General terms and Deposit agreement and confirm that my personal data are true and accurate.
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DEFINITIONS

The following definitions apply to both general terms and Deposit agreement. The Terms beginning with a capital letter have the following meanings:

« Agreement » means:

- for the User: the general terms and any and all amendments made from time to time by Sciences Po. All amendments will be binding and the User shall respect them without prior notice. Accordingly, the User should consult these general Terms from on a regular basis for any changes;
- for the Depositor: the Deposit agreement and any new version.

« Author » means the author in whole or in part of the Dataset deposited in Data.sciencespo pursuant copyright rules. This person can be, but is not limited to, the Depositor.

« Dataset » means a study, experiment, set of observations, or publication that is uploaded and / or downloaded by a User from Data.sciencespo. A Dataset can include a single file or multiple files.

« Database » means the Database architecture which contains metadata, text, images, graphics, information and which is protected by the database producer law.

« Dataset License Agreement » means the license agreement between a Depositor and a User governing the limits and restrictions (or lack thereof) of how the Dataset can be used.

« Data.sciencespo » means Sciences Po’s research data repository which includes the Database and the Datasets, based on Dataverse.

« Dataverse » means the open source research repository software created and disseminated by The Harvard Institute for Quantitative Social Science used by Sciences Po in order to provide Services to Users and Depositors.

« Depositor » means a User who deposits a collection of data as a Dataset on behalf of the Author(s) to Data.sciencespo. The Depositor is entirely liable for the compliance of its Datasets as part of a deposit within Data.sciencespo pursuant section 3 (3. OBLIGATIONS OF THE DEPOSITOR) of the Deposit Agreement.

« License Agreement » means the license attached to each Dataset. The licence agreement set out the conditions of use of the Dataset by the User.

« Metadata » means accompanying information, either in a separate file or otherwise included in the Dataset materials, about a particular Dataset, including but not limited to the Author’s name, the publishing date, the title of the Dataset, the description of its contents, the applicable licenses covering Dataset access and other such related information. A list of descriptive Metadata used in Data.sciencespo is available at the following url: “https://data.sciencespo.fr”. The type of license above is related to each Dataset and directly available for the User within Metadata.

« Services » means all of the available services, functions, and capabilities provided by Data.sciencespo.

« User » means any user of the Services offered by Sciences Po regardless his/her missions, activities or status.

Plural words may be understood as singular and vice versa.
GENERAL TERMS

1. GENERAL

The use of Data.sciencespo (hereinafter defined) is subject to the following terms and conditions and all applicable laws. By using Data.sciencespo or any of its contents, the User accepts and agrees to be bound by and comply with this Agreement, including provisions related to data processing.

Sciences Po reserves the right, at its sole discretion, to modify or replace any of the terms in this Agreement at any time without prior notice. It is the User’s responsibility to check the Terms of Use periodically for changes. The User’s continued use of Data.sciencespo following the posting of any changes to the Agreement constitutes acceptance of those changes. Sciences Po makes its best efforts to inform Users of any change in the Agreement.

2. REGISTRATION PROCESS

In order to deposit and download one or more Datasets on Data.sciencespo, the User shall sign in or sign up on Data.sciencespo. To sign in, Sciences Po requests a valid email address: the User shall sign in with his/her institutional account connected to the French Education Research Federation managed by Renater (https://services.renater.fr/federation/en/index). If the User’s institution is not part of The Renater federation, the User can alternatively sign up. To sign up, Sciences Po requests to fill in the form collecting a valid email address, a username, the User’s lastname and first name and acceptance of the present Agreement.

The User is solely responsible for maintaining the confidentiality of its password account. The User shall never use another User’s account without the other User’s express permission. The User shall immediately notify Sciences Po in writing of any unauthorized use of its account, or other account related security breach of which the User is aware. The User is personally liable for all actions made using his username and password. Pursuant to section 14 (14. DURATION - TERMINATION), Sciences Po has the right in its sole discretion to withdraw access to the Services in case of any abuse of the Agreement.

The User shall maintain a valid email address: pursuant the section 14 (14. DURATION - TERMINATION), Sciences Po has the right in its sole discretion to withdraw access to the Services in the case of an invalid email address.

The User’s email address, first name, name and username are personal data: therefore, Sciences Po processes these data in respect of The General Data Protection Regulation #2016/679 and French law « loi informatique et libertés #78-17 du 6 janvier 1978 ». The processing of these data is detailed in sections 11.1 (11.1 Process of personal data for Database management) and 11.2 (11.2 Process of personal data for User’s information for complaint purposes).

3. SERVICES OF DATA.SCIENCESPO

The Services provides the User with the right to deposit, read, download, and extract Datasets free of charge, provided that the terms of Data License Agreement attached to each Dataset allows the User to do so.

Sciences Po has implemented security measures to protect the loss, misuse and alteration of the data within Data.sciencespo. All data stored by Sciences Po through the use of the Services are processed in France.

Nonetheless, Sciences Po has no obligation to monitor Data.sciencespo and has the right to stop the Services for whatever reasons without indemnification. Sciences Po does not warrant that the Services will operate without error or interruption, or that the Database or its server are free of computer viruses or other harmful materials.

The User acknowledges that Sciences Po does not endorse, take responsibility for, or make any representations or warranties for any loss of the stored Datasets, either in whole or in part, from
whatever cause. Therefore, the User takes all reasonable measures to store the downloaded Dataset on other supports than Data.sciencespo.

The User acknowledges that Sciences Po does not endorse, take responsibility for, or make any representations or warranties for any misuse of the Services.

4. GENERAL RULES OF CONDUCT

The User shall abide by all applicable local, state, national and international laws and regulations in his use of Data.sciencespo, and the User use shall not:

- infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- infringe any rights of natural persons with regard to their personal data and pursuant data protection laws;
- be unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another’s privacy, or otherwise offensive or unlawful;
- constitute spamming;
- cause, introduce into Data.sciencespo, or otherwise use software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of Data.sciencespo, or that are designed or intended to damage or obtain unauthorized access to any system, Dataset or other information of Sciences Po or any third party;
- interfere or attempt to interfere with the proper working of Data.sciencespo or any activities conducted on Data.sciencespo;
- bypass any measure Sciences Po may use to prevent or restrict access to Data.sciencespo (or other accounts, computer systems or networks connected to Data.sciencespo).

Pursuant to section 14 (14. DURATION - TERMINATION), Sciences Po has the right at its sole discretion to withdraw the access to the Database in case of non-respect of these general rules of conduct.

5. USE OF DATABASE AND METADATA

The User acknowledges that the Database is protected by the database producer law and Sciences Po retains ownership related to the Database and all relating rights. Therefore, the User is not allowed to extract a massive quantity of Datasets from the Database, even if, individually, the licences attached to Datasets enable the User to extract these Datasets.

This provision does not apply to activity of data-mining performed for non commercial or public interest research purposes.

The User also acknowledges that the database architecture which consists of organisation of texts and images is protected by copyright. Therefore, the User is not allowed to copy this architecture database in order to create his/hers own database.

Sciences Po has the right to withdraw access to the Database in case of non-respect of the above provisions pursuant to the section 14 (14. DURATION - TERMINATION).

The Metadata is provided « as is » by Sciences Po without any warranty of any kind, express or implied, including any warranty of fitness for the User’s particular purpose. The User acknowledges that Sciences Po does not endorse, take responsibility for, or make any representations or warranties for any lack of Metadata.

In order to provide Services to the User, Sciences Po uses Dataverse : in this context, the User acknowledges that Dataverse is an open source software and commits to use Dataverse pursuant the provisions detailed at the following link : https://github.com/IQSS/dataverse.

6. USE OF THE DATASET

The User can use a Dataset according to the conditions of License Agreement included in the Metadata. Before downloading the Dataset, the User shall read all conditions of use related to this Dataset and the User shall respect them when he or she uses the Dataset. If the User makes any part
of the Dataset available to others, the User shall do so in accordance with the terms of Dataset License Agreement set out for the Dataset uploaded.

Sciences Po does not review Datasets available on Data.sciencespo and should be deemed as a host pursuant the French law « loi pour la confiance dans l’économie numérique, # 2004-575». Therefore, the User acknowledges that Sciences Po does not endorse, take responsibility for, or make any representations or warranties for any Dataset, and will not be liable for representations or warranties made by the Depositor about the Dataset.

The User will be held legally and financially responsible for misusing Dataset pursuant the Dataset License Agreement. Sciences Po bears no liability for the User misusing of Dataset or for any infringement due to the use of the Dataset. If the User is aware of a misuse or a violation of rights, she/he should contact Sciences Po without undue delay.

Sciences Po may remove any Dataset at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Dataset).

Sciences Po does not have the authority to grant or deny special permissions to use Datasets found on Data.sciencespo beyond those uses that are specifically noted on the Dataset License Agreement. In case there are no terms of rights attached to the Dataset, the User shall contact the Depositor before any use irrespective of the destination of the Dataset.

Some of the Datasets will not be available without the specific agreement of the Depositor: if so, the User shall send a request to the Depositor by using his or her email address available in the Metadata. If the Depositor does not explicitly authorize Sciences Po to grant permission for this access or if the Depositor refuses to grant access, Sciences Po will not be liable for the lack of availability of this Dataset.

The Dataset is provided « as is » by Sciences Po without any warranty of any kind, express or implied, including any warranty of the the adequacy of the Dataset in relation to the User’s objectives. Sciences Po bears no responsibility for any result or interpretation arising from the re-use of the Dataset.

7. TRADEMARK/LOGO

The User acknowledges that « Sciences Po » is a registered trademark of Sciences Po. Nothing in these Terms of Use or on the Database will be construed as granting the User any right or license to use any trademarks, service marks or logos displayed on Data.sciencespo. The User agrees not to use or register any name, logo or insignia of Sciences Po or any of its subdivisions for any purpose except with Sciences Po’s prior written approval and in accordance with any restriction required by Sciences Po.

8. LINKED THIRD PARTY SITES

Sciences Po does not approve or endorse the content of linked third-party web sites, and the User agrees that Sciences Po will have no responsibility or liability in connection with his use of any linked third-party sites.

9. WARRANTIES

THE SERVICES (INCLUDING, WITHOUT LIMITATION, DATABASE AND ALL DATASET IS PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, SCIENCES PO DOES NOT WARRANT THAT: (A) THE DATASET AND METADATA ARE TIMELY, ACCURATE, COMPLETE, RELIABLE OR CORRECT IN THEIR POSTED FORMS ON THE SERVICE; (B) THE SERVICES WILL BE SECURE; (C) THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (D) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (E) THE DATABASE, DATASET OR ANY METADATA ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (F) THE RESULTS OF USING THE SERVICES WILL MEET THE USER'S REQUIREMENTS. THE USER USE OF THE SERVICES IS SOLELY AT HIS/HER OWN RISK.
10. LIMITATION OF LIABILITY

IN NO EVENT SHALL SCIENCES PO AND ITS AFFILIATES, OR THEIR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, OR SUPPLIERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE SERVICES OR ANY DATA OR SUBMISSIONS (I) FOR ANY DIRECT DAMAGES, OR (II) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

11. PERSONAL DATA

11.1 Process of personal data for Database management

Sciences Po processes personal data in order to manage the Database and for assistance, maintenance and security purposes. Subsections 11.1 (11.1 Process of personal data for Database management) and 11.2 (11.2 Process of personal data for User’s information for complaint purposes) do not deal with personal data possibly included in Datasets.

The personal data processed for the above purposes including the following type of data: first name, name, email address, navigation data such as number of connections, time of connection, report of failed connection.

By completing the registration process as detailed in section 2 (2. REGISTRATION PROCESS), the User allows Sciences Po to collect his personal data for any of the purposes indicated above in this section.

The personal data are stored during the validity of the account and until six (6) months after his deletion, for the use of any complaint analysis and security requirement, pursuant section 12 (12. COMPLAINT PROCESS) of the present Agreement.

The User acknowledges that all personal data requested in section 11.1 (11.1 Process of personal data for Database management) are strictly necessary to achieve the purpose of the Services management.

Accordingly to the General Data Protection Regulation 2016/679, Sciences Po is the controller as part of the processing detailed in this section. Therefore, Sciences Po defines the objectives and the means of the processing.

Within this context, Sciences Po undertakes to:

- process the personal data in accordance with its obligations under the data protection laws;
- implement technical and organisational security measures to ensure a level of security appropriate to the risk presented by processing personal data, in particular from a data security incident;
- be responsible for complying with any request from or on behalf of the Users seeking to exercise their rights under the data protection laws and responding to complaints or queries that party receives from any member of the public;
- ensure that any individual authorised to process personal data accesses such personal data strictly on a need to know basis as necessary to perform their role in the performance of this Agreement;
- document any data security incident and report any data security incident to any supervisory authority and/or User, if so ;
- take measures to address data security incidents, including without limitation, where appropriate, measures to mitigate their possible adverse effects;
- conduct privacy impact assessments of any processing operations and consult with supervisory authorities; and
- prepare and securely maintain a record of all categories of processing activities, including without limitation and as a minimum: (i) the name and contact details and of its Data Protection officer or other person with responsibility for data protection compliance; (ii) the
categories of processing it carries out on behalf of the Controller; (iii) a general description of
the technical and organisational security measures.

Sciences Po ensures:

- the right of the Users to access and correct their personal data. Sciences Po thus may, if
  need be, request that any or all of Users’ personal data be corrected, completed, updated,
  locked or erased if determined to be inexact, incomplete, equivocal, or expired, or if its
  collection, use, communication or storage is prohibited,
- the right to oppose the processing of the personal data on legitimate grounds,
- the right to data portability,
- and that there is no use of personal data for marketing or commercial purposes.

Any User seeking to exercise his/her rights under the data protection laws has to follow the
complaint process detailed in section 12 (12. COMPLAINT PROCESS) of the present Agreement.

11.2 Process of personal data for User’s information for complaint purposes

Sciences Po makes available personal data of the Depositor within Metadata in order to inform Users
and enable them to contact the Depositor pursuant section 12 (12. COMPLAINT PROCESS).

The personal data processed by Sciences Po as part of Users’ information are the following type of
data: the email address, and the first name and name of the Depositor.

The User undertakes to use these personal data only for the above purposes excluding any other use.
The User will be directly liable for any use non compliant with the above purposes.

11.3 Process of personal data for research and learning purposes

The Datasets disseminated through Data.sciencespo may include personal data. These personal data
are made available by the Depositor through Data.sciencespo.

The type of personal data, the nature of data subject and the duration of storage of these personal
data are detailed by the Depositor within the Metadata attached to each Dataset.

The User shall use these personal data only for research and learning purposes excluding any other
use. The User will be directly liable for any use non compliant with the above purposes. If the User
wishes to use personal data for another purpose, he has to contact the Depositor in order to obtain a
freely given, specific, informed and unambiguous consent.

Any complaint about the processing of these personal data will be made following the complaint
process detailed in the section 12 below (12. COMPLAINT PROCESS).

12. COMPLAINT PROCESS

For all complaints concerning Datasets (i.e copyright infringement, misuse of personal data), Users
shall contact directly the Depositor at the email address available within the Metadata.

If the Depositor does not cease the infringement after a User’s request, the User can contact
Sciences Po at the following email address: research.data@sciencespo.fr. Sciences Po commits to
temporary suspend any litigious data and request the Depositor to bring proof of his right.

For further needs about data protection rights, the User can contact the French data protection
authority (CNIL).

Sciences Po undertakes to answer to any User and to comply with any rights of the User pursuant the
data protection laws.
Sciences Po reserves the right to re-publish any Dataset temporary suspended in case of abusive request of Users.

13. COOKIES

Cookies are used on Data.sciencespo in order to ensure the best quality of Services. This enables cookies to be temporarily stored on the User's computer. The User can prevent this storage by changing his/hers browser settings accordingly, and the User can delete existing cookies at any time. If the User deactivates the use of cookies completely, this may lead to restrictions in the range of functions of our Services.

14. DURATION - TERMINATION

These Terms of Use enter into effect for any User at the moment of sign up or sign in pursuant to section 2 (2. REGISTRATION PROCESS) and remains effective all the time while the User has a Database account.

Sciences Po may terminate the User's access to all or any part of the Services at any time without notice; termination may be effective immediately for any breach of the Terms of Use in particular for non-respect of the sections 4 (4. GENERAL RULES OF CONDUCT), 5 (5. USE OF DATABASE AND METADATA), 6 (6. USE OF THE DATASET) and 7 (7. TRADEMARK/LOGO). Sciences Po may also terminate the User's access to all or any part of the Services without notice with immediate effect if Sciences Po decides to stop the Service. Sciences Po is not liable of any temporary or definitive interruption of the Services and does not warrant the portability of the User's account to another third party.

If the User wishes to terminate his account, the User has to notify Sciences Po at research.data@sciencespo.fr

All provisions of the Agreement which by their nature should survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

These Agreement, and any claim or dispute that arises from or relates to the User's use of Data.sciencespo will be governed by the laws of France, without regards to its conflicts of laws principles. The User agrees that all such claims and disputes will be heard and resolved exclusively in the courts of France. The User consents to the personal jurisdiction of such courts over him for this purpose, and waives and agrees not to assert any objection to such proceedings in such courts.

16. MISCELLANEOUS

Sciences Po may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Agreement and neither party has any authority of any kind to bind the other in any respect outside the specified Terms of Use.

This Agreement constitutes the complete agreement between Sciences Po and the User and supersedes the Parties’ prior or contemporaneous agreements, understandings and discussions relating thereto.
DEPOSIT AGREEMENT

1. PURPOSE

This agreement between the Fondation Nationale des Sciences Politiques (hereinafter « Sciences Po ») and the Depositor applies as part of the deposit of Dataset within Data.sciencespo (referred to definition above).

Sciences Po reserves the right, at its sole discretion, to modify or replace any of the terms in this agreement at any time. The User’s continued use of Data.sciencespo following the posting of any changes to the Deposit Agreement constitutes acceptance of those changes. Sciences Po makes his best effort to inform the User of any change of the Deposit Agreement.

2. DATA DEPOSIT PROCESS

In order to deposit a Dataset into Data.sciencespo, the Depositor shall follow the following steps:

- first step: the Depositor has to register pursuant section 2 (2. REGISTRATION PROCESS) of the general terms.

- second step: the Depositor asks for accreditation for depositing to research.data@sciencespo.fr.

- third step: once the Depositor wishes to disseminate the Dataset with Data.sciencespo, he has to confirm the Dataset creation and fill in all mandatory Metadata. For the avoidance of any doubt, the Dataset will not be disseminated within Data.sciencespo if such mandatory Metadata are not filled in. In particular, the Depositor shall select the relevant license pursuant the permission given by the Author(s).

The Depositor is able to withdraw any Dataset within Data.sciencespo. If so, Metadata related to the former Dataset version are then still stored within Data.sciencespo for transparency purposes. The Depositor has the possibility to republish this Dataset at any time after its withdrawal.

3. OBLIGATIONS OF THE DEPOSITOR

a. Personal identification – Email Address: In order to deposit a Dataset within Data.sciencespo, the Depositor needs to be a registered User of Data.sciencespo.

The personal data of the Depositor completed upon the registration process are used by Sciences Po pursuant the provisions of the section 11.1 (11.1 Process of personal data for Database management) of the Term of Use and section 8 (8. LINKED THIRD PARTY SITES) of this Deposit Agreement. In particular, the Depositor acknowledges that his/her email address, first name and name and his/her affiliation if available is a Metadata available to any User. The email address will be used by Users directly for any request or complaint with regards to Datasets without action or control of Sciences Po as detailed in section 5 (5. COMPLAINT PROCESS). In this frame, the Depositor undertakes to maintain a valid and personal email address at any time as long as the Dataset is available within Data.sciencespo. In case of an invalid email address, Sciences Po is entitled by the Depositor to withdraw any Dataset from Data.sciencespo.

b. Relationship with Author(s): The Depositor acts on behalf of the Author(s) as part of the deposit of the Dataset and attached Metadata. Therefore, the Depositor ensures that he/she receives all permissions from the Author(s) or any other copyright holder to disseminate the Dataset pursuant the license condition set by the Depositor.

c. Editorial liability: The Depositor agrees to endorse the editorial liability as part of the deposit of any Dataset and its Metadata. Therefore, the Depositor will be liable for any complaint or any damages arise related to the dissemination or use of Dataset and Metadata in particular, concerning copyright or law infringement. Therefore, the Depositor ensures to
answer to any complaint from any User pursuant the process detailed in section 5 (5, COMPLAINT PROCESS).

d. Personal data liability: The Depositor agrees to ensure the personal data liability as a Controller as part of the deposit of the Dataset and its Metadata. Therefore, the Depositor will be liable as a Controller for any complaint or any damages related to the dissemination or use of Dataset and Metadata in particular, concerning data protection infringement. The Depositor acknowledges that Sciences Po does not provide, as part of the Services, technical and organisational measures in order to store health data. Therefore, the Depositor ensures that a suitable anonymization process is performed.

e. License management: In the frame of editorial liability as detailed in sub-section c, the Depositor shall select in the process of data deposit section 2 (2, DATA DEPOSIT PROCESS) the relevant license pursuant the permission given by the Author(s). If the Depositor does not identify a relevant license pursuant his/her wishes of dissemination, he can contact Sciences Po at the following email address: research.data@sciencespo.fr. Sciences Po makes its best effort to provide a license that suits the needs of the Depositor. Nonetheless, Sciences Po is not committed to provide this license to the Depositor.

f. Professional secrets: The Depositor notices legitimate broadcasting exceptions which are framed by the law as regards to the professional secrecy, the industrial and commercial secrets. The Depositor shall maintain all applicable licenses covering Dataset access and use, communicate about them with Users through Metadata. The license confirmed by the Depositor during the deposit process will be the final licence applicable. When depositing a new version of Dataset, the Depositor defines the applicable license. In any case, the Depositor grants the right to Sciences Po to archive and store the Dataset as part of the Services.

4. OBLIGATIONS OF SCIENCES PO

Once the second step is completed by the Depositor, Sciences Po ensures the dissemination of the Dataset through Data.sciencespo. Nonetheless, Sciences Po does not warrant a long-term usability of the Dataset pursuant the section 6 (6, WARRANTY) below.

In particular, the Depositor acknowledges that Sciences Po does not endorse, take responsibility for, or make any representations or warranties for any loss of the stored Dataset, either in whole or in part, from whatever cause. Therefore, the Depositor takes all reasonable measures to store the collected Dataset on other supports than the Database.

Sciences Po has no obligation to monitor Data.sciencespo and has the right to stop the Services for whatever reasons without indemnification. Sciences Po does not warrant that the Database and its Dataset will operate without error or interruption, or that the Database or its server are free of computer viruses or other harmful materials.

The Depositor acknowledges that Sciences Po does not endorse, take responsibility for, or make any representations or warranties for any misuse of Services.

Sciences Po does not review the Datasets available on Data.sciencespo and should be deemed as a host pursuant the French law « loi pour la confiance dans l'économie numérique, # 2004-575». Therefore, the Depositor acknowledges that Sciences Po does not endorse, take responsibility for, or make any representations or warranties for any Dataset, and will not be liable for representations or warranties made by the Depositor about the Dataset.

5. COMPLAINT PROCESS

5.1 Complaint process toward the Depositor

Please refer to section 12 (12, COMPLAINT PROCESS) of the general terms.
The Depositor acknowledges that any third party (User or not) could contact him/her through his/her email address available in the Metadata without action or control of Sciences Po. The Depositor commits himself to answer to the third party and to take all relevant measures to cease any potential infringement. In particular, in case of complaint about misuse of any personal data within the Dataset, the Depositor updates the Dataset. The User gives documented proofs to Sciences Po in order to justify the compliance of the Dataset.

In a second time, the third party may also directly contact Sciences Po by email only to request the deletion of a Dataset. If so, Sciences Po will suspend temporarily the Dataset within Data.sciencespo without checking the Dataset. Sciences Po retains a copy of the Dataset and requests that the Depositor proves his/her rights or the permission of the Author(s) to disseminate the Dataset pursuant the license selected. Sciences Po reserves the right to ensure the republication of Dataset.

If Sciences Po considers that the Depositor does not bring enough proof or Sciences Po does not receive any proof from the Depositor, Sciences Po has the right to definitively delete the Dataset.

6. WARRANTY

The Deposit acknowledges that Sciences Po bears no liability for any complaint, infringement or request related to Dataset and rights attached. The Depositor ensures that he receives all permissions from the Author(s) or any other copyright holder to disseminate the Dataset pursuant the license conditions by the Depositor and therefore will be liable for any complaint or any damages arise related to the dissemination or use of Dataset in particular, concerning copyright law infringement.

The Depositor acknowledges that the Dataset Metadata are available for any User once deposited in Data.sciencespo. Sciences Po does not warrant that the Dataset is only available to the scientific community.

Sciences Po does not warrant that (i) the Services will be liable at any particular time or location, (ii) any defects or errors will be corrected, (iii) the Database, Dataset or any Metadata are free of viruses or other harmful components.

7. DURATION

This Agreement enters into force upon the validation of deposit as detailed in section 2 (2. DATA DEPOSIT PROCESS). The Agreement remains in effect as long as the Dataset is stored within Data.sciencespo by Sciences Po.

Upon termination, neither Party will have any further obligations under this Agreement, except as otherwise specified in this Agreement and except for the obligations, which by their terms outlast termination, including notably the applicable intellectual property’s provisions.

8. PERSONAL DATA

8.1 - Process of personal data for Database management

Please refer to section 11.1 (11.1 Process of personal data for Database management) of the general terms.

8.2 Process of personal data for User’s information and complaint

Sciences Po makes available personal data of the Depositor within the Metadata in order to inform Users and enable them to contact the Depositor pursuant the section 5 (5. COMPLAINT PROCESS).

The personal data processed by Sciences Po as part of User’s information are the following type of data: email address, firstname and name of Depositor and affiliation if available.
Sciences Po shall process these personal data only for the purpose indicated above excluding any other purposes and stores these personal data as long as the Dataset is available.

Sciences Po is deemed as a controller as part of this processing. The Depositor entitles Sciences Po to sub-contract all or part of his obligations provided that the sub-contractor is engaged by the same provisions than Sciences Po.

Within this context, Sciences Po undertakes to:

- process the personal data in accordance with its obligations under the data protection laws;
- implement technical and organisational security measures to ensure a level of security appropriate to the risk presented by processing the personal data, in particular from a data security incident;
- be responsible for complying with any request from or on behalf of the Depositor seeking to exercise their rights under the data protection laws and responding to complaints or queries that party receives from any member of the public; and
- ensure that any individual authorised to process personal data accesses such personal data strictly on a need to know basis as necessary to perform their role in the performance of this Deposit Agreement;
- documenting any data security incidents and reporting any data security incidents to any supervisory authority and/or Depositor, if so;
- taking measures to address data security incidents, including without limitation, where appropriate, measures to mitigate their possible adverse effects; and
- conducting privacy impact assessments of any processing operations and consulting with supervisory authorities.
- prepare and securely maintain a record of all categories of processing activities including without limitation as a minimum: (i) its name and contact details and details of its Data Protection officer or other person with responsibility for data protection compliance; (ii) the categories of Processing it carries out on behalf of the Controller; (iii) a general description of the technical and organisational security measures.

Sciences Po ensures:

- the right to access, correct their personal data and thus may, if need be, request that any or all of their personal data be corrected, completed, updated, locked or erased if determined to be inexact, incomplete, equivocal, or expired, or if its collection, use, communication or storage is prohibited,
- the right to oppose the processing of the personal data on legitimate grounds,
- the right to data portability,
- the right to the limitation of data processing,
- and that there is no the use of personal data for marketing or commercial purposes.

8.3 Process of personal data for research and learning purposes

The Dataset disseminated through Data.sciencespo may include personal data. If so, the Depositor acts as a controller pursuant GDPR 2016/679. Sciences Po acts as a processor pursuant GDPR 2016/679 by providing the Services.

The type of personal data, the nature of data subject and the duration of storage of these personal data shall be detailed by the Depositor within Metadata attached to each Dataset. The Depositor ensures that he obtains the consent of data subject (as defined in GDPR) at least for a processing of personal data in relation with teaching and research purposes.

As a controller, the Depositor undertakes to:

- process the personal data in accordance with its obligations under the data protection laws;
be responsible for complying with any request from or on behalf of the data subject seeking to exercise their rights under the data protection laws and responding to complaints or queries that Sciences Po would receive from any member of the public; and

- ensure that any individual authorised to process personal data have an access to such personal data strictly on a need to know basis as necessary to perform their role in the performance of this Deposit Agreement;
- documenting any data security incidents and reporting any data security incidents to any supervisory authority, if so;
- taking measures to address data security incidents, including without limitation, where appropriate, measures to mitigate their possible adverse effects; and
- conducting privacy impact assessments of any processing operations and consulting with supervisory authorities.
- prepare and securely maintain a record of all categories of processing activities including without limitation as a minimum: (i) its name and contact details and details of its Data Protection officer or other person with responsibility for data protection compliance; (ii) the categories of Processing it carries out on behalf of the Controller; (iii) a general description of the technical and organisational security measures.

The Depositor acknowledges that the dissemination on Data.sciencespo.fr of Dataset including not anonymized health data is strictly forbidden.

When personally identifiable information occurs in the Dataset upload by a Depositor, at least one of the following conditions has to apply:

- this information has already been made public;
- this information describes public figures, for whom the data relate to their public roles and non sensitive data or particular treatment, according to the related definition in the GDPR;
- all data subjects (as defined in the GDPR) gave explicit informed consent to public disclosure of the information in the Dataset;
- all information was collected with an explicit statement regarding the public nature of the data.

As a processor, Sciences Po undertakes to:

- act as a processor in relation to the Depositor Agreement;
- process the personal data only on documented instructions from the Depositor;
- implement, put in place and maintain, and assist the Depositor to implement, put in place and maintain, at all times technical and organisational security measures at a minimum to the standard of protection and compliance with the legal and practical security requirements to ensure a level of security appropriate to the risk presented by processing the personal data in particular form a data security incident;
- notify the Depositor immediately of any data security incident.

9. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement, and any claim or dispute that arises from or relates to this Agreement will be governed by the laws of France, without regard to its conflicts of laws principles. The Parties agree that all such claims and disputes will be heard and resolved exclusively in the courts of France. The Parties consent to the personal jurisdiction of such courts for this purpose, and waive and agree not to assert any objection to such proceedings in such courts.

10. MISCELLANEOUS

Sciences Po may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect outside the specified Agreement.
This Agreement constitutes the complete agreement between Sciences Po and the Depositor and supersedes the Parties’ prior or contemporaneous agreements, understandings and discussions relating thereto.