



LISER “e-SearchM” Portal TERMS OF USE

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Contents

1	DEFINITIONS AND INTERPRETATION	2
2	SCOPE AND PURPOSE OF THE PORTAL	6
3	REGISTRATION AND USE OF THE PORTAL.....	6
4	LINKED SITES.....	10
5	OTHER OBLIGATIONS AND RIGHTS OF THE PARTIES	10
6	VIOLATION OF THE TERMS OF USE.....	11
7	TERMINATION AND CONSEQUENCES	11
8	INTELLECTUAL PROPERTY RIGHTS.....	12
9	NO WARRANTIES	13
10	LIMITATION OF LIABILITY.....	14
11	INDEMNIFICATION	14
12	CHANGES TO THE PORTAL	15
13	CHANGES TO TERMS OF USE.....	15
14	SEVERABILITY.....	15
15	PRIVACY AND DATA PROTECTION	15
16	COOKIES.....	19
17	GOVERNING LAW AND JURISDICTION	19

The services provided through this portal and the use of the portal, operated by LISER and whose name is "e-SearchM" (hereinafter "Portal"), are governed by the following terms and conditions of use (hereinafter "Terms of Use").

When you act on behalf of an organisation, you represent and warrant that you have the requisite authority, power and right to fully bind the organisation on whose behalf you wish to be granted access to the Portal. You confirm, if applicable on behalf of your organisation, that you agree that (i) you have read and familiarised yourself with the Terms of Use, (ii) you understand the Terms of Use, and (iii) you are bound by the Terms of Use in your use of the Portal.

You also acknowledge and agree that LISER may amend any or all of the Terms of Use at any time, it being understood that any amendment of the Terms of Use will be reflected on the Portal (see [Clause 13](#) below).

Words beginning with a Capital letter below are considered as reserved words throughout the present document, with a specific meaning made initially explicit.

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Use, unless otherwise stated or the context otherwise requires, the following expressions have the following meanings:

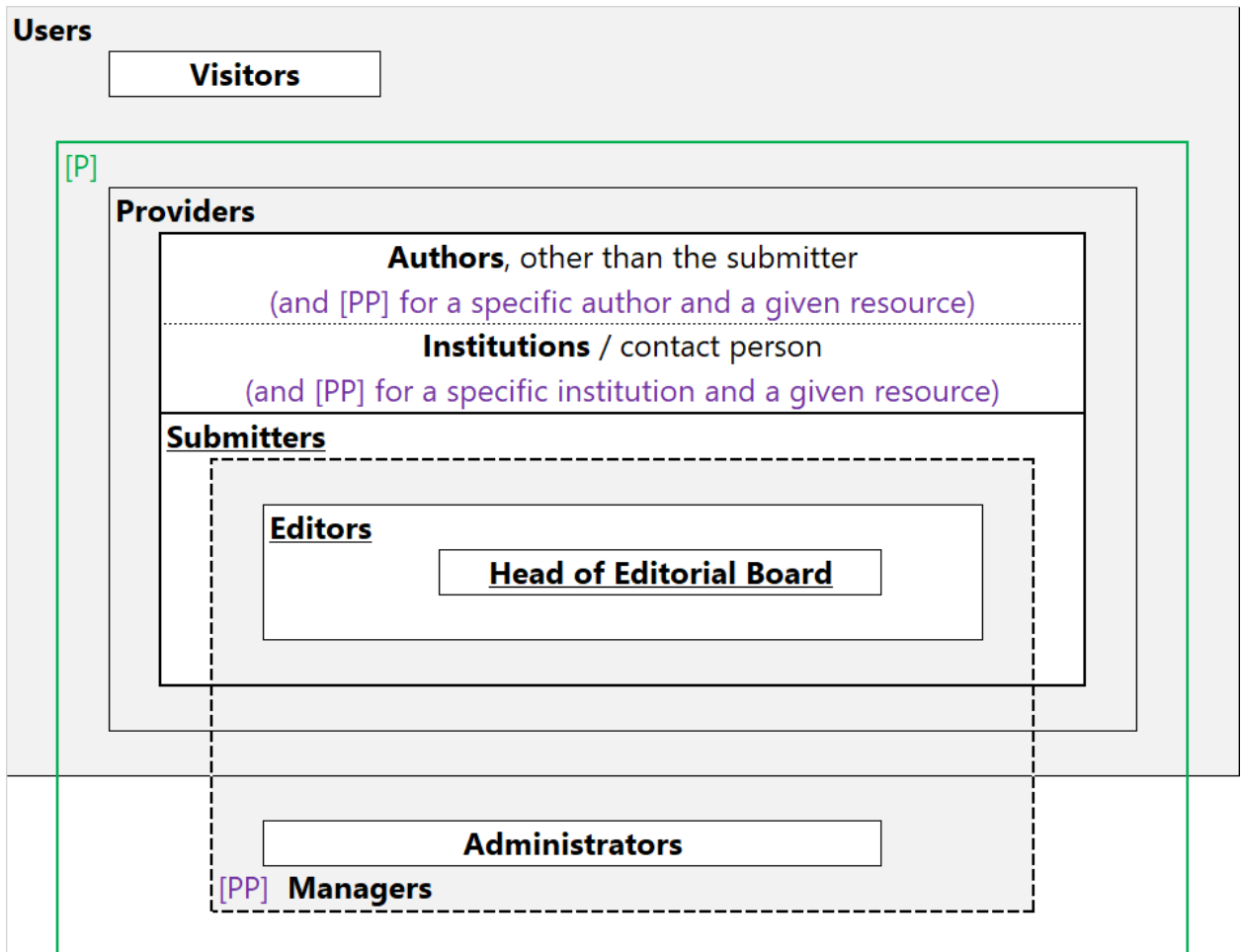
Administrator	means any person who is accessing the Portal (platform) in order to perform the maintenance of the platform and ensure its well-functioning;
Affiliation	means an organization or other body the author belongs or is connected to and mentioned on top of a person's name while not requiring an institutional agreement for referencing the Resource on the Portal (this necessity being evaluated on sole Submitter's responsibility);
Author	means the natural person who is author of a Resource, including the Submitter, that is (co-)owner/developer or organizer of the Resource;
Contact Person	means a natural person belonging to an Institution and allowed to agree, in the name this Institution, about referencing the Resource in e-SearchM;

Editor	means a member of the Editorial Board who examines the contents of a Proposal or Update before publication on the Portal;
Editorial Board	means the board that organises the examination of a Proposal or Update and is composed of the Head of the Editorial Board ("HoE", staff member of LISER) and Editors (staff member of LISER or experts designated by the International Microsimulation Association board);
Institution	means the institution that is (co-)owner/developer or organizer of the Resource (only applicable when the reference of the Resource on e-SearchM is requiring an institutional agreement) and is duly represented by a Contact natural Person for the purposes of the Portal and in particular to agree about referencing the Resource in the Portal;
Intellectual Property Rights	means without limitation, all copyright and neighbouring rights (including moral rights, as well as the rights of reproduction, distribution, communication to the public, renting and lending), trademarks (whether registered or unregistered), rights in designs or models (whether registered or unregistered), brand names, product names, logos, slogans, trade names, company names and reputation, domain names, all present and future patents, utility models, ideas and rights to inventions (whether or not patentable or reduced to practice), their improvements, rights in confidential information and/or proprietary information (including know-how and trade secrets), rights in software (including algorithms, APIs and web services, source, executable and object code, apparatus, circuit designs and assemblies), sui generis data base rights, network configurations and architectures, concepts, marketing and development plans, methods and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world; for the avoidance of doubt, Intellectual Property Rights also include any updates, upgrades, improvements, enhancements, configurations, extensions, and derivative works of the foregoing as well as related documentation or manuals;

Linked Site	means link to external websites or references owned or operated by a third party and to which the Portal contains one or more (hyper)links;
LISER	means the Luxembourg Institute of Socio-Economic Research (https://www.liser.lu/);
Manager	Means an Editor or an Administrator of the Portal;
Party	means either LISER, a Provider or a Visitor;
Portal	means the web space https://e-SearchM.liser.lu/ which is dedicated to researchers, developers and users of microsimulation, involving Authors, Institutions and Editors, and constitutes a resource information platform which enables the Parties to, among other things, exchange, (edit) submit (including upload), validate, remove, and consult (including download) any kind of Resources, as well as to exchange notifications and messages in the context of https://e-SearchM.liser.lu/ ;
Proposal	means any and all contents of any kind that a Submitter submits to the Portal including any hyperlink (but excluding the contents of Linked Sites), document, information, text, images or any other (in whole or in part);
Provider	means an Author, an Institution or a Submitter;
Resource	means information about microsimulation-related resources of any kind, presently including i) models, ii) events at large such as conferences and seminars or iii) tools such as development, simulation or visualisation instruments, all this involving descriptions thereof and references thereto documents and data in the broadest sense (maybe through hyperlinks), and relates to the initial as well as, if applicable, the updated resources;
Submitter	means any person , including Editors, who registers with the Portal and to whom login credentials are or will be provided in order to access and use the Portal to submit Resources (the Submitter will most often provide, as Author of a Resource, Proposals or Updates, his-her Contact Data then appearing on the Portal);
Update	means a proposal to change a (former) Resource, that was already submitted to the Portal by a Submitter;
User	means a Provider or a Visitor;

Visitor	means any person who is not Provider and accesses the Portal through the hyperlink https://e-SearchM.liser.lu/ without needed any registration with the Portal
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The roles in the Portal and their interrelationships



- Notes :
- i] Zones in solid grey are covering empty cells
 - ii] Underlined Roles imply a registration
 - iii] [P] and [PP] refer to Clauses 3.6 and 3.7.

1.2 Unless the context otherwise requires, (i) references to Clauses are to clauses of these Terms of Use and (ii) references to the singular include the plural and vice versa.

1.3 The headings to the Clauses of the Terms of Use are for convenience only and shall not affect the construction or interpretation of the Terms of Use.

2 SCOPE AND PURPOSE OF THE PORTAL

2.1 The Portal e-SearchM is intended by LISER to centralize Resources associated to microsimulations, in order to make it available to a larger community. The Portal provides a platform where descriptions of such Resources can be submitted, validated, removed, so that such Resources can be consulted by Users of the web page <https://e-SearchM.liser.lu/>. The core content of the Portal presently involves the description of i) models, ii) events at large such as conferences and seminars or iii) tools such as development, simulation or visualisation instruments, all this involving references thereto documents and data in the broadest sense (maybe through hyperlinks).

The Portal has been developed in the scope of the InGRID project (<http://www.inclusivegrowth.eu>) that has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement No 730998.

2.2 The Portal enables a Submitter, among other things, to register, consult information, submit, remove any kind of Resources, descriptions thereof and references thereto, documents and data in the broadest sense.

2.3 The Portal enables an Editor, among other things, to examine a Proposal or Update in order to validate the contents before being published on line and made accessible to the larger community.

2.4 The Portal enables Users, among other things to consult information.

3 REGISTRATION AND USE OF THE PORTAL

3.1 The Portal is only available to persons (either Submitter or not) with the legal capacity to enter into the Terms of Use. LISER may, at its sole and absolute discretion, refuse to accept a person's (or entity's) registration or access.

3.2 The Submitter must register, in order to access the Portal for submitting or updating Resources, through a secured procedure by completing the registration form available on the Portal and explicitly agreeing on the present Terms of Use.

- 3.3 A Submitter must be an Author. He-she identifies under his-her own responsibility all other Authors (Name and Email address for a first contact) and Institutions for that Resource. If the mention of an Institution required, an email address targeting a clearly identified natural Contact Person who is in position to provide such an institutional agreement for that Resource must be provided, as well as the Institution's Name. The Institutions should not be confused with author's Affiliations which do not require such an agreement.
- 3.4 Authors/Institutions are quite important actors and need to be carefully mentioned. Their description by the Submitter are specific to the Resource, which means that an Institution can be represented by different Contact Persons, and an Author being contactable at different addresses, depending on the Resource. Each Author-Institution is contacted for agreement before the first online publication of the Resource following their mention as Author-Institution by the Submitter. If an Update of contents put on line in earlier times already, rather than a new Proposal, the same previous and following lines prevail, yet Authors or Institutions are contacted for agreement only if a change in their description.
- 3.5 The Submitter should be chosen quite carefully for a given Resource. He-she is the unique person allowed to make the initial Proposal or Update the Resource in later times. This implies that all changes will have to be requested by –or through- the Submitter, unless otherwise stipulated. She-he is also considered by all actors, including the Authors-Institutions, as the reference person for that Resource with regard the larger audience. Therefore, the Submitter acknowledges that he-she will act as contact person with regard to the relevant Resource and can be contacted by Users of the Portal <https://e-SearchM.liser.lu/> for complementary information (hence his-her email address, names and Affiliations made public).
- 3.6 The information provided by the Submitter while proposing or updating a Resource can be used by the Managers of e-SearchM either for contacts with Authors (hence including the Submitter) and Institutions or for publication. The form for Proposal is clearly identifying by a "[P]" mark fields which aim is uniquely to exchange internally between the Managers and the Authors/Institutions, hence not to be published on line.
- 3.7 The Authors and Institutions (Contact Persons) are contacted when referenced to by the Submitter in the Proposal or Update (if renewed actors) for acceptance of the present Terms of Use. They can agree about the Terms of Use, agree yet changing the email

address provided by the Submitter for this initial contact and/or disagree for a reason that will be communicated to Managers only (field marked "[PP]"). As soon as agreeing about the Terms of Use, Authors and Institutions commit to :

- i) agree about the choice of Submitter,
- ii) allow the Submitter to enter such a Proposal and to be the unique reference person for further changes, either during the initial Proposal, and later on for Updates, and
- iii) agree about their email address (either the initial one, mentioned by the Submitter, or another one provided by the Authors-Institutions) being used for contacts between the Managers of the Portal and Authors-Institutions (hence not made public).

3.8 As a consequence of those statements, would the Submitter be replaced by another Submitter, the Resource will have to be fully re-submitted by the new Submitter. On top of that, would the Submitter intend to erase his-her registered account on the Portal, all Resources referencing him-her as Submitter will be lost !

3.9 During the registration, the Submitter will be asked to provide his names (first and last) and Affiliations if any and to create a login and a password. LISER reserves the right to require from the Submitter to alter or replace any login and/or password, at any time at LISER's sole discretion.

3.10 By registering on, accessing or using the Portal, the Submitter represents and warrants that:

- a. all information submitted is truthful and accurate;
- b. he-she will maintain the accuracy of such information; and
- c. he-she is responsible to keep its login and password confidential at all times, that is he-she is the only authorised user of his-her login and password and, accordingly, the Submitter must not disclose his-her login and/or password to any other person and will be responsible for all use of his-her login, password and Portal account. The Submitter must contact LISER immediately upon discovering any unauthorised use of, or error in the operation of, the Submitter's login and/or password and change its password immediately. The Submitter is obliged to notify LISER if the basis for the granting of access and usage rights is no longer valid, e.g. due to termination of

employment with the organisation in whose name or on whose behalf the Submitter may have registered.

- 3.11 The use of the Portal shall exclusively be for the purposes as set out in Clause 2. All other use is excluded.
- 3.12 The Submitter must ensure that the use of the Portal complies with all applicable laws and regulations in the European Union and in any country from which the Portal is used. The Submitter will not, nor will the Submitter allow any other person to, use its Portal account and credentials:
- a. to (attempt to) interfere with or disrupt the operation of the Portal in any way or (attempt to) gain unauthorised access to the Portal or any portion thereof or (attempt to) obtain any materials or information through any means not intentionally made available through the Portal;
 - b. to (attempt to) use it in a manner that could damage, disable, overburden, or impair the Portal or interferes with any other person's use and enjoyment of the Portal,
 - c. to further any criminal or fraudulent activity or to impersonate another person;
 - d. if the Submitter or any person using his-her Portal account credentials are located in any country that is subject to government embargo or are a denied party on any government list;
 - e. to breach the rights of any person, including data protection and privacy rights (see also Clause 15) and Intellectual Property Rights.
- 3.13 Proposals and Updates are subject to approval by the Editorial Board. Therefore, the Head of the Editorial Board, which is a staff member of LISER, is appointing an Editor who, if agreeing about this task, is entering into a process of checks and exchanges with the Submitter, Authors and Institutions and will review and assess the contents of the Resource as to its scientific relevance and suitability for publication on the Portal <https://e-SearchM.liser.lu/>. Such review and approval shall be strictly limited to the foregoing and shall not entail any other examination, for example with regard to the lawful character of such Resources (unless *prima facie* unlawful). An approval shall not incur any liability for LISER and the Editors and shall not affect any exclusion and limitation of liability laid down in Clauses 4, 9 and 10 nor the responsibilities and warranties with regard to Intellectual Property Rights laid down in Clause 8.

4 LINKED SITES

- 4.1 The Portal may contain hyperlinks to Linked Sites. The Submitter whose Submitter Content contains hyperlinks and/or places hyperlinks on the Portal, represents and warrants that such hyperlinks refer to content which has lawfully been made available on the Internet (with the relevant right holder's consent or otherwise permitted under applicable law) and that it can lawfully provide for such hyperlinks.
- 4.2 LISER and Editors shall in no event be responsible or liable for (i) the content on or privacy practices associated with such Linked Sites or (ii) hyperlinks being modified or not being maintained. The links with Linked Sites should not be construed as an endorsement, approval or recommendation by LISER and the Editors of the owners or operators of such Linked Sites, or of any information, graphics, materials, products or services referred to or contained on those Linked Sites, unless and to the extent stipulated to the contrary.

5 OTHER OBLIGATIONS AND RIGHTS OF THE PARTIES

- 5.1 LISER shall use reasonable efforts, care and skill in the provision of the Portal, to prevent interruptions and to ensure that the Portal is available for using the Portal in accordance with its purposes.
- 5.2 Notwithstanding other obligations set forth in the Terms of Use, the Submitter is the sole responsible (under agreement by Authors and Institutions, [Clause 3.7](#)) for :
- a. ensuring that its contact information is up-to-date at all times and to promptly update it in the Portal if it changes;
 - b. ensuring that the contents submitted/received by the Submitter to/from the Portal are (as applicable): (i) accurate and complete (including the data submitted in relation to the Submitter's account as some or all of this may be used to supplement the data the Submitter submits/receives) and (ii) compliant with all applicable laws and regulations;
 - c. reviewing and (if applicable) processing all messages sent by LISER and Editors as these will include (as applicable) notifications or requirements;

- d. complying with all applicable legal requirements relevant to the Submitter of the Portal;
 - e. ensuring the Submitter's computer systems meet the requirements to enable the Submitter to access and use the Portal and are compatible with the Portal;
 - f. ensuring that adequate security measures are in place (including anti-virus and other security checks) to satisfy the Submitter's particular requirements as to the safety and reliability of the content accessed through the Portal, to enable a secure exchange, use and modification of messages as well as other contents through the Portal and to prevent data breach or loss of data.
- 5.3 LISER reserves the right, in its sole discretion, to delete, edit or modify any Resource at any time, with or without notice, if it needs to do so in order to comply with applicable law, including to avoid any liability which it might otherwise incur because of any allegation that any Resource is in breach of applicable law.

6 VIOLATION OF THE TERMS OF USE

- 6.1 In the event of breach of these Terms of Use by the User and without prejudice to any rights or remedies available to LISER in respect of any loss or damage sustained by LISER as a result of such breach, LISER may suspend or terminate, at its sole discretion, the access and any and all current and future use of the Portal (or any portion thereof) at any time without prior notice.
- 6.2 Any breach of these Terms of Use and/or any use of the Submitter's login and/or password by anyone to whom the Submitter discloses them, or who otherwise gains access to them by the Submitter's failure to take proper steps to keep them secure, will be treated as if the breach or use had been carried out by the Submitter, and will not relieve the Submitter of its obligations to LISER.

7 TERMINATION AND CONSEQUENCES

- 7.1 Without prejudice to any rights or remedies available to LISER in respect of any loss or

damage sustained by LISER, LISER may, at its sole discretion, suspend, terminate or refuse access to and any and all current and future use of the Portal (or any portion thereof) at any time without prior notice in the event that:

- a. the Submitter provides information that is untrue, inaccurate, not current or incomplete, or LISER has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete;
- b. the Submitter is in breach of the Terms of Use;
- c. LISER decides, at its sole discretion, to do so for compelling security reasons.

7.2 Termination or refusal of access to and use of the Portal, however arising, shall not affect any of the Parties' right and remedies or obligations that have accrued before termination and shall not affect (i) any provision of the Terms of Use that is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or refusal or (ii) any existing Contract which remains in effect unchanged unless otherwise provided.

7.3 Upon termination of the access to and use of the Portal for whatever reason, the Submitter must promptly discontinue all use of the Portal, cease to use its login and password and any right granted to it under these Terms of Use will immediately cease.

7.4 The **Clauses 8** (Intellectual Property Rights), **4** (Linked Sites), **10** (Limitation of Liability), **11** (Indemnification), **15** (Privacy and Data Protection) and **17** (Governing Law and Jurisdiction) shall continue in effect after termination or refusal of the access to and use of the Portal for whatever reason.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 The Portal may contain (i) copyrighted works, material, features and functionality, (ii) trademarks and (iii) other proprietary information, including text and graphics, protected by Intellectual Property Rights, owned by LISER or third parties. LISER and such third parties reserve all Intellectual Property Rights herein.

8.2 The access rights to the Portal do not belong to the Providers, but to LISER and the Provider's sole right in relation to the Portal is the use under these Terms of Use. The

Provider and (if applicable) the User may not modify, publish, transmit, display, distribute, participate in the transfer or sale, create derivative works, or in any way commercially exploit any content of the Portal without the express prior written permission of LISER and/or the relevant right holder or except as otherwise expressly permitted under applicable law. The User acknowledges that it does not acquire any ownership rights by accessing and/or downloading any content from or via the Portal.

- 8.3 With regard to Intellectual Property Rights with regard to Resources, the Provider hereby grants to LISER a worldwide, royalty-free, irrevocable, non-exclusive and sub-licensable right and license, for as long as the relevant intellectual property right is protected, to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any Resource provided that it occurs within the context of the purposes of the Portal as set out in **Clause 2** and to the extent it would not be permitted under applicable law without such license.
- 8.4 The Provider represents and warrants that (i) it has the capacity, power and rights to grant such right and license as meant in **Clause 11.3** and (ii) the Resource is free from all encumbrances and claims from third parties. If LISER is at any time prevented, temporarily or definitively, from using all or part of the Resource as a result of third party claims, including claims stemming from data protection or equivalent regulations, the Submitter shall, at its own expense replace or modify the Resource to make it non-infringing and indemnify LISER in accordance with **Clause 15**.

9 NO WARRANTIES

- 9.1 Unless otherwise provided in the Terms of Use, the Portal and the materials contained on the Portal are provided on an "as is, as available" basis without any warranties or representations of any kind, either express or implied, and all implied conditions, warranties or other terms, whether as to satisfactory quality, fitness for a particular purpose, title or non-infringement, are hereby excluded to the maximum extent permitted by applicable law.
- 9.2 LISER does not warrant that the Portal will always be accessible, uninterrupted, timely, delivered at a particular speed, secure, error free or free from computer virus or other

invasive or damaging code or that the Portal will not be affected by any Acts of God or other force majeure events such as acts of public enemies, civil war, insurrection or riot, acts of terrorism, fire, flood, explosion, earthquake or serious accident, pandemic, change of law, failure of the Internet, strike, labour trouble or work interruption or any other cause beyond its reasonable control.

10 LIMITATION OF LIABILITY

- 10.1 LISER shall not be held liable in respect of death or bodily harm caused by its acts or omissions or for its wilful intent, gross negligence or personal fraud.
- 10.2 Subject to Clause 13.1, LISER, or any of its employees or other staff, and Editors shall in no event be held liable for any direct, indirect, incidental, special, consequential or punitive damages, howsoever caused by, arising out of, resulting from or in any way related to the Submitter's access to, use of or inability to use, reliance on or downloading from the Portal, or any delays, inaccuracies in the information or in its transmission, including damages for loss of (i) business or business opportunity, (ii) profits, revenue or goodwill, (iii) use, (iv) data.
- 10.3 LISER and Editors do not assume any liability for Resources and the making available of Resources on the Portal, for which the Submitter remains the sole responsible.

11 INDEMNIFICATION

The Submitter agrees to defend, indemnify and hold to the fullest extent LISER and its employees and other staff harmless from and against any and/or all losses, liabilities, costs, amounts paid in settlements, demands, claims, causes of action, damages and expenses including reasonable attorneys' fees arising in any way related to (i) the Submitter Content, for the avoidance of doubt including the provided hyperlinks, and/or (ii) the Submitter's breach of any of the provisions of these Terms of Use.

12 CHANGES TO THE PORTAL

The Provider acknowledges and agrees that LISER may change, modify, update, upgrade, amend, suspend or discontinue any aspect of the Portal, at any time, without notice and without liability to the Provider or to any third party. The Provider's continued use of the Portal will mean the Provider accepts such changes.

13 CHANGES TO TERMS OF USE

The User acknowledges and agrees that LISER may amend any or all of the Terms of Use at any time, it being understood that any amendment of the Terms of Use will be reflected on the Portal. The User must periodically review the Terms of Use posted on the Portal. Use of the Portal constitutes acceptance of the Terms of Use, including any amendments thereto.

14 SEVERABILITY

If any provision of these Terms of Use is found to be invalid, incomplete or otherwise unenforceable, (i) the validity of the remainder of the Terms of Use shall not in any way be affected thereby and remain in full force and effect as if such provision had never been contained herein and (ii) the Parties undertake to amend the unenforceable provision to the extent necessary to make it enforceable while preserving its original intent as closely as possible.

15 PRIVACY AND DATA PROTECTION

15.1 Controllership

The Luxembourg Institute of Socio Economic Research (LISER), a public research center created by the law of 3 December 2014 (<https://www.liser.lu/>), represented by Prof. Aline Muller, as CEO.

As Controller, LISER is committed to a proper management of your personal data.

LISER collaborates with the International Microsimulation Association (<https://www.microsimulation.org>) to ensure the scientific relevance of the Resources published through this Platform. The experts designated by this Association act as Data Processor.

15.2 Data Protection Officer contact data

Data Protection Officer
LISER
11, Porte des Sciences
L-4367 Esch-sur-Alzette / Belval
Grand-Duchy of Luxembourg

or

dpo@liser.lu

15.3 Purpose of the Processing

The processing of your personal data aims at managing the Portal and the Resources as well as at monitoring its security.

LISER developed and is managing the Portal "e-SearchM", an e-collaborative Search Tool for MicroSimulation developers and users. This collaborative platform aims at identifying, in order to make it available to the larger community (altogether the "Visitors"), of resources associated to microsimulations (models, events, tools).

e-SearchM has been developed in the scope of the InGRID project (<http://www.inclusivegrowth.eu>) that has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement No 730998.

15.4 Lawfulness

Your personal data are processed based on your consent in accordance with Article 6 1. a) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to processing of personal data and the free movement of such data (GDPR).

15.5 Categories of data processed

The following categories of data are processed by the platform:

- Registration profile, including Contact data (Clause 15.7).
- Log of your submission and follow-up of Resources, for security of operation purposes (who, what, when)

15.6 Recipient of information and International Transfer

Your login and password are only known by you. By registering on the Portal, you warrant that you are responsible to keep your login and password confidential at all times and are not disclosing them to any other person.

The Data embedded in the Proposal or Update which are NOT to be made public for the larger audience through e-SearchM are made explicit through a “[P]” mark (Clause 3.6) while entering the Proposal or Updating contents. This information is accessible to the Managers, Authors and Institutions pertaining to the present Resource under guarantee of confidentiality with respect other bodies. The confidential information includes email addresses, out of the Submitter’s one (see below).

The other Data of the Proposal or Update are made public through the Portal. This includes the Submitter’s email address which is mentioned for further contacts with the Users of the Portal.

15.7 Retention period

If registered in the Portal, your Contact Data (that is, your login, password, names, Affiliations if any and email address) will be kept by LISER for maximum 2 (two) years since your last connection on the Portal or up to the closure of the platform if happening sooner than a 2-year delay since the last connection. This delay can be prolonged if Proposals or Updates of Resources are made by you as Submitter (see below).

Authors’ (including Submitters’) and Institutions’ (Contact person) Contact Data are also stored for maximum 2 (two) years since the date of final confirmation through the Portal of a new Proposal involving the Author or the Institution or, if any, the date of last final confirmation of an Update of the Resource by the Submitter. This implies that a new Proposal and an Update of Resource, as soon the “Final Confirmation” button is pressed by the Submitter, are resetting hence reinitiating this delay of 2 years before erasing Contact Data of both the Submitter who is registered on the Portal by elsewhere (see

above) and Authors and Institutions as identified as such by the Submitter of the Proposal or Update under scrutiny.

The other contents of the Resource are deleted after the ultimate publication date mentioned in the Resource if filled in by the Submitter, otherwise 2 (two) years since the last date of final confirmation. The ultimate publication date cannot exceed the last date of final confirmation by more than 2 years.

15.8 Your rights

As registered on the Portal, you can exercise the following rights with LISER:

- ✓ Recover your login (based on your Email address) and email address (based on your login and password)
- ✓ Change your password (based on your email address)
- ✓ Access, correct and erase your Contact Data (based on your login and password)
- ✓ Limit or oppose the processing of your Contact Data (when the information is inaccurate, the processing is unlawful or the Managers no longer needs the information);
- ✓ Erase your account (which implies that all Resources referencing you as Submitter will be lost !).

As an Author or an Institution (Contact person) of a Resource on the Portal, you can exercise the following rights on your Resource with LISER, however through the Submitter's or HoE's action exclusively :

- ✓ Request access to your Resource, on top of what is publicly available to any User of the Portal, yet not including "[PP]" fields (Clause 3.7) if contents are not yours ;
- ✓ Correct your Resource ;
- ✓ Limit or oppose the processing of your Resource (when the Resource is inaccurate, the processing is unlawful or the Controller no longer needs the Resource) ;
- ✓ Hide the Resource (hence and despite still stored in the Portal, not available publicly any longer, while proceeding with needed changes) ;
- ✓ Delete your Resource.

You can also lodge a complaint with the CNPD in the Grand-Duchy of Luxembourg: <https://cnpd.public.lu/fr/particuliers/faire-valoir/formulaire-plainte.html>

16 COOKIES

The Portal is not using Cookies.

17 GOVERNING LAW AND JURISDICTION

These Terms of Use shall be governed by the laws of the Grand-Duchy of Luxembourg and any dispute(s) arising out of or in connection with them shall be subject to the exclusive jurisdiction of the courts of the district of Luxembourg-City.