

**Greco Dataverse
TERMS OF USE AGREEMENT**

Between:

Greco
Suite 195, 3-304 Stone Road West, Guelph, Ontario, N1G 4W4

("Greco")

And

(the "Data User")

WHEREAS a purpose of the Greco Dataverse is to retain, preserve and make accessible Datasets arising from research in the field of problem gambling;

AND WHEREAS the Data User intends by entering into this Agreement to access material from the Greco Dataverse for the purpose of research subject to the terms and conditions herein;

NOW THEREFORE the undersigned parties agree as follows:

1. INTERPRETATION

In this Agreement "**Dataset**" means the electronic file or files containing research data, associated descriptive metadata, and the supporting documentation sufficient to make that data useable.

The Schedules attached hereto form part of this Agreement.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

2. ACCESS TO DATASETS

Greco hereby grants the Data User access to Datasets within the Greco Dataverse which are categorized as open.

Where the Data User has submitted a "Request to Access Restricted Data" application, in the form attached hereto as Schedule A, and Greco has approved the request in whole or in part, which shall be attached as Schedule B, the Data User shall have access to the restricted data as outlined therein. Access to restricted data will be limited to the Data User's Project Start and End Dates as outlined in Schedule A.

Data Users approved for access to restricted data will be required to register with Borealis, the Canadian Dataverse Repository and select a login name, which shall be provided to Greco and included in Schedule B.

3. ACCEPTABLE USE

A Dataset or any part of a Dataset shall only be used for the purposes of not-for-profit research, study, or personal educational development, except where the Data User has obtained the express written permission of Greo, which shall be subject to the approval of the copyright owner. The Dataset shall be used to address the specific research question(s) for which access to the Dataset has been approved in Schedule A. For any new research questions that may arise, a separate Data Access Request must be submitted for review.

4. PROHIBITED USES

A Data User shall not:

- (a) seek to obtain further information about, or initiate contact of any nature whatsoever with, individual subjects identified or identifiable in the Dataset;
- (b) produce links within Datasets or between data and other Datasets that could identify individuals, institutions, or organizations;
- (c) directly or indirectly, in any publication arising from use of the Dataset, identify an individual who has become known to the Data User as a result of access to the Dataset;
- (d) redistribute Datasets in whole or in part to other individuals, institutions, or organizations, except those named in the Request to Access Restricted Data application form and included in the approval by Greo attached at Schedule B; or,
- (e) use information contained in the Dataset for commercial purposes or financial gain.

In the event that the Data User breaches any of the above conditions of use, which Greo may determine at its sole discretion, Greo shall have the right to immediately suspend or terminate the Data User's access to Greo Dataverse services, as well as pursue any other available remedies available at law.

5. DATA USER RESPONSIBILITIES

The Data User shall acknowledge the Dataset Depositor(s) in any publication, whether printed, electronic or broadcast, which is in whole or in part derived from the Dataset, and shall further provide a link and reference the source of the original Dataset, using the citation provided.

The Data User will respect all restrictions identified in the Dataset(s).

The Data User will promptly inform Greo of any errors discovered in any part of the Dataset. The Data User will immediately advise Greo if they become aware that the identity of any individual has been inadvertently revealed.

6. SECONDARY ANALYSIS

The Data User agrees to make available for deposit to the Greo Dataverse any new dataset(s) developed and/or derived from the Data User’s secondary analyses of an existing Dataset.

The Data User further agrees to make available for deposit in a Greo repository of related publications any citations of published work or references based on an existing Dataset, and will where possible also make the published works available for deposit.

The deposit of the derived materials will include sufficient explanatory documentation to enable accessibility to other Greo Dataverse users.

7. INTELLECTUAL PROPERTY

The Data User hereby acknowledges and agrees that access to the Dataset(s) does not convey to the Data User any intellectual property or other proprietary rights in the Dataset(s).

8. DISCLAIMER

The Data User acknowledges and agrees that the role of Greo is limited to the operation and maintenance of the Greo Dataverse, and as such Greo offers no warrantee or assurance, express or implied, as to the accuracy, completeness, or reliability of the Datasets in the Greo Dataverse. Any and all uses and/or interpretations of the Datasets, or inferences arising from such use or interpretation, are neither monitored nor endorsed by Greo.

9. INDEMNIFICATION

The Data User indemnifies and holds Greo and its employees, agents, directors, officers and successors, and assignees harmless from and against any and all losses, expenses, liability, or damage of whatsoever nature or kind, including without limitation all manner of actions, causes of action, suits, contracts, claims, and demands whatsoever to which Greo is or may become liable, arising out of or as a consequence of (i) the negligent acts, errors, or omissions including, without limitation, breaches of copyrights and other proprietary rights, and privacy rights, and/or (ii) any breach of this Agreement including its Schedules, on the part of the Data User.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

Data User

Date (YYYY/MM/DD)

Greo

Date (YYYY/MM/DD)

SCHEDULE A
Geo Dataverse
Request to Access to Restricted Data

[Insert approved Request to Access Restricted Data application here]

SCHEDULE B
Geo Dataverse
Approval for Access to Restricted Data

Terms of Approval

The Data User's access to Restricted Data is approved, subject to the following terms and conditions:

Login Information

The Data User acknowledges that they have registered with Borealis, the Canadian Dataverse Repository, and have selected the login name as follows:

Login Name: _____