

# Data Release Terms of Use

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# **Terms of Use**

# I. Contents and availability

- 1. The use of the COGITATE data is licensed to You by the Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V., here represented by the managing director Prof. Dr. Fredrik Ullén, acting for the Max Planck Institute for Empirical Aesthetics, (hereinafter: Licensor) subject to these Terms of Use.
- 2. The Licensor does not bear any responsibility for i) third-party contents, ii) for the use of the COGITATE data different from the original one (see purpose below), iii) for the accessibility, iv) nor for its availability. Furthermore, the Licensor waives any responsibility for contents that may be illegal or violate common decency.

# II. Purpose

Access to COGITATE data is only for public research purposes. I hereby confirm that I will only use the data for such purposes.

### III. Rules of use

- 1. I will receive access to data that has been treated so that it is no longer possible to identify individual COGITATE subjects. I will not attempt to establish the identity of, or attempt to contact any of the COGITATE subjects.
- 2. I will not further disclose these data beyond the uses outlined in the Terms of Use and my data use application.
- 3. I will require anyone on my team who utilizes COGITATE data, or anyone with whom I share COGITATE data to comply with the Terms of Use specified in this agreement. I will forward the Terms of Use and any of their updates to these persons and ensure that the Terms of Use and any of their updates apply to them.
- 4. I will comply with any further rules and regulations imposed by my own institution and its institutional review board in requesting COGITATE data.
- 5. I will ensure that persons who utilize COGITATE data on my behalf use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the data other than as provided for by these Terms of use.



- 6. I will report any use or disclosure of the data not provided for by this Agreement of which I become aware within 48 hours of becoming aware of such use or disclosure.
- 7. If I publish abstracts using data from COGITATE, I will cite COGITATE as the source of data and the COGITATE funding sources in the abstract as space allows in the acknowledgements.
- Group authorship of COGITATE will not be cited in the authorship line of the abstract.
- 9. If I publish manuscripts using data from COGITATE I will acknowledge the COGITATE project as a source of data and include language similar to the following:

"Data collection and sharing for this project was provided by the COGITATE Project (Principal Investigators: Lucia Melloni, Ph.D., Liad Mudrik, Ph.D., Michael Pitts, Ph.D). COGITATE funding was provided by Templeton World Charity Foundation (TWCF) and Max Planck Society. COGITATE data are disseminated by the NCC Laboratory at the Max Planck Institute for Empirical Aesthetics."

The language shown above is just a suggestion.

10. I will include language similar to the following in the methods section of my manuscripts in order to accurately acknowledge data gathered by the COGITATE investigators. Depending upon the length and focus of the article, it may be appropriate to include more or less from the example below. Inclusion of some variation of the language provided below is mandatory. The suggested text is:

"Data used in the preparation of this work were obtained from the COGITATE Project database (<a href="https://arc-cogitate.com">https://arc-cogitate.com</a>). The COGITATE project (Principal Investigators: Lucia Melloni, Ph.D., Max Planck Institute for Empirical Aesthetics, Liad Mudrik, Ph.D., Tel Aviv University, Michael Pitts, Ph.D, Reed College) is supported by the Templeton World Charity Foundation and the Max Planck Society. COGITATE is the result of efforts of co-investigators from the University of Birmingham, University of Peking, NYU Langone Health, Harvard University Medical Center, Donders Institute, Yale University Medical Center, University of Wisconsin Madison, INSERM-CEA Cognitive Neuroimaging Unit, Gif-sur Yvette and Champalimaud Foundation."

# Proprietary rights to the contents of COGITATE

I respect copyrights, rights to names, trademarks and other intellectual property rights, if any, of the Licensor and of third parties when making use of COGITATE. By enabling access to the use of COGITATE the Licensor does not grant any licence nor any other right of use.



# Improper use of the use of COGITATE

I refrain from any improper use of the COGITATE dataset, in particular, no security precautions must be circumvented.

I use no tools that could lead to a damage or a performance failure of any of COGITATE dataset. I do not seek any commercial or systematic use of COGITATE data without the Licensor's written consent.

# **Limitation of Liability**

Without prejudice to Licensor's responsibility for tort (gesetzliche Haftung) or for violation of mandatory laws of the Federal Republic of Germany, the Licensor shall not be liable for any damages I incur when using COGITATE data.

I understand that failure to abide by these Term of Use will result in termination of my privileges to access COGITATE data.