

# ICBI Data Access Agreement

Institute of Bioinformatics, Medical University of Innsbruck, Innsbruck, Austria

## DATA ACCESS AGREEMENT

This agreement governs the terms on which access will be granted to transcriptome profiling data of tumor organoids derived from colorectal cancer (CRC) patients (study no. AN2016-0194 366/4.9), which were generated as part of the development of the NovumRNA pipeline and which are available through the European Genome-Phenome Archive (EGA) and provided by the Institute of Bioinformatics from the Medical University of Innsbruck / Prof. Zlatko Trajanoski (PI). Patient consent does not cover the use of data for large-scale determination of germline variants.

You are agreeing to be bound by the terms and conditions of access set out in this agreement. The terms of access set out in this agreement apply both to the User and the User's Institution (as defined below). User Institution and User are referred to within the agreement as "You" and "Your".

## DEFINITIONS

- Data means all and any human genetic data (including genome, and transcriptome derived data) and phenotype data obtained from the EGA.
- Data Subject means a person whose data is being shared with informed consent / ethical approval by the relevant ethics commission or institutional review board.
- Data Provider means the Institute of Bioinformatics, Medical University of Innsbruck.
- EGA means the European Genome-phenome Archive, a permanent archive of controlled access data generated for biomedical research and deposited to enable data sharing. The EGA is described on the website <http://www.ebi.ac.uk/ega>.
- User means a researcher whose User Institution has previously completed this Data Access Agreement and has received acknowledgement of its acceptance.
- User Institution means the organization at which the User is employed, affiliated or enrolled.
- Collaborator means any third party with whom You share the Data

## TERMS AND CONDITIONS

In signing this Agreement:

1. You agree to use the Data only for research in the areas of biology and medicine.

2. You agree not to use the Data or any part thereof for the creation of products for sale or for any commercial purpose.
3. You agree to preserve, at all times, the confidentiality of information and Data pertaining to Data Subjects. In particular, You undertake not to use, or attempt to use the Data to compromise or otherwise infringe the confidentiality of information on Data Subjects and their right to privacy.
4. You agree not to transfer or disclose the Data, in whole or part, or any identifiable material derived from the Data, to others, except as necessary for data/safety monitoring or programme management. Should You wish to share the Data with a collaborator outside the same Institution, the third party must make a separate application for access to the Data.
5. You agree to use the data for the approved purpose and project described in your application; use of the data for a new purpose or project will require a new application and a new approval.
6. You accept that the providers and the funders of the Data or any part of the Data:
  - a. bear no legal responsibility for the accuracy or comprehensiveness of the Data and
  - b. accept no liability for indirect, consequential, or incidental, damages or losses arising from use of the Data, or from the unavailability of, or break in access to, the Data for whatever reason.
7. You agree to indemnify and hold harmless the Data Provider, its affiliates, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with Your use of the Data, including but not limited to any breach of this agreement or any violation of applicable laws or regulations.
8. You understand that any duplication, except as reasonably required to carry out Your research with the Data, or sale of all or part of the Data on any media may not be permitted.
9. You accept that this agreement will terminate immediately upon any breach of this agreement by You. Upon termination You will be required to promptly destroy any Data held.
10. You accept that it may be necessary for the Data Provider or its appointed agents to alter the terms of this agreement from time to time in order to address new concerns. In this event, the EGA or its appointed agent will contact You to inform You of any changes and You agree that Your continued use of the Data shall be dependent on the parties entering into a new version of the Agreement.
  - a. You accept that the Data may be protected by and subject to laws and regulations, including but not limited to applicable laws on the protection of personal data, and that You are responsible for ensuring compliance with any such applicable law. You undertake to implement or have implemented adequate technical and organizational security measures to protect the Data, including but not limited to:
  - b. Encryption: Implementing strong encryption standards for data in transit and preferably also at rest.

- c. Access Control: Limiting access to the Data to authorized personnel only.
  - d. Secure Storage: Storing the Data in secure, password-protected systems or locations.
  - e. Data Retention: Retaining the Data only for as long as necessary for the approved research purposes and in compliance with applicable laws and regulations.
  - f. Incident Response: Having a plan in place to promptly address and report any security breaches or unauthorized access to the Data.
  - g. You undertake to preserve, at all times, the confidentiality of information and Data pertaining to Data Subjects. In particular, You undertake not to use, or attempt to use the Data to compromise or otherwise infringe the confidentiality of information on Data Subjects and their right to privacy.
11. You agree to acknowledge in any work based in whole or part on the Data, the published paper from which the Data derives, the version of the Data, and the role of the Institute of Bioinformatics/PI and the Medical University of Innsbruck in its distribution. You agree to use the acknowledgement wording provided for the relevant Data in its publication. You will also declare in any such work that those who carried out the original analysis and collection of the Data bear no responsibility for the further analysis or interpretation of it by You.
12. This agreement shall be construed, interpreted and governed by the laws of Austria and shall be subject to the non-exclusive jurisdiction of the Austrian courts.

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