

Broad Data Use Oversight System (DUOS) - DATA ACCESS AGREEMENT

The Broad Institute, Inc. seeks to improve human health by using genomics to advance the understanding of human disease. The production, storage, access management and analysis of genomic data is a key aspect of this mission. Broad Institute manages access to this genomic data via the Data Use Oversight System (DUOS).

These terms and conditions govern access to the managed access datasets to which Recipient has requested access. Recipient agrees to be bound by these terms and conditions.

Definitions

Authorized Personnel: The individuals at Recipient to whom Broad Institute grants access to the Data. This includes the User, the individuals listed in Appendix I and any other individuals for whom Recipient subsequently requests access to the Data. Details of the initial Authorized Personnel are set out in Appendix I.

Data: The managed access datasets to which Recipient has requested access.

Data Producers: The person or entity responsible for the development, organization, and oversight of the Data.

External Collaborator: A collaborator of the User, working for an institution other than Recipient.

Project: The project for which Recipient has requested access to these Data. A description of the Project is set out in Appendix I.

Publications: Includes, without limitation, articles published in print journals, electronic journals, reviews, books, posters and other written and verbal presentations of research.

Research Participant: An individual whose data form part of the Data.

Recipient Investigator: The principal investigator for the Project.

Recipient: The Institution that has requested access to the Data.

Broad Institute: The Broad Institute, Inc.

1. The Data will be used only for the Project (described in Appendix I) only by the Recipient Investigator and Authorized Personnel that are under the direct supervision of Recipient Investigator, and only after they have been informed of and agreed to the provisions and restrictions stated herein. Recipient further agrees that it will only use the Data for internal research purposes which are within the dataset-specific limitations as described by the DUOS service. The Data will not be sold, offered as the basis for or in conjunction with any service.
2. Recipient agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
3. Data will not be shared with any third parties. Any External Collaborator involved in the Project must complete a separate application for access to the Data.
4. Recipient agrees to preserve at all times the confidentiality of the Data, and will not use or attempt to use these Data to contact or identify any Research Participant. Recipient confirms that all Authorized Personnel receiving access to the Data have completed all required training (both on-line and classroom-based) on appropriate handling and protection of human subjects data.
5. Recipient has enacted appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and will comply with any other special requirements relating to safeguarding of the Data.
6. The Data's *data use restrictions* has been coded in DUOS in accordance with the instructions of the Data Producer and consistent with the Data Producer's individual research ethics board or equivalent. The Data Producer has represented to the Broad Institute that the Data's *data use restrictions* as coded in DUOS is consistent with the applicable law and applicable consents under which the Data was collected. Recipient acknowledges that the Broad Institute has acted in reliance on such representations of the respective Data Producer(s).
7. Except as prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided "AS IS." BROAD INSTITUTE MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
8. Indemnity.

If the Recipient is a Federal or State entity, or non-profit organization:

The Recipient assumes all liability for and will hold harmless the Broad Institute and the Data Producer, and their respective Affiliates, and their respective directors, officers, employees, investigators and personnel, and their respective successors, heirs and assigns, against any and all claims, losses, expenses and damages (including reasonable attorney's fees) arising out of or relating to the Recipient's use of the Data, provided that the Recipient's liability to the Broad Institute or a given Data Producer, as applicable, shall be limited to the extent that any such claim arises out of the Broad Institute's or such Data Producer's, as applicable, gross negligence or willful misconduct.

If the Recipient is a for-profit organization:

The Recipient agrees to indemnify and hold harmless the Broad Institute and the Data Producer, and their respective Affiliates, and their respective directors, officers, employees, investigators and personnel, and their respective successors, heirs and assigns, against all claims, losses, expenses and damages (including reasonable attorney's fees) arising out of or relating to Recipient's use of the Data, provided that the Recipient's liability to the Broad Institute or a given Data Producer, as applicable, shall be limited to the extent that any such claim arises out of the Broad Institute's or such Data Producer's, as applicable, gross negligence or willful misconduct.

9. Recipient and its Authorized Personnel will acknowledge the contribution of the Data Producers in all Publications resulting from the use of the Data.
10. Recipient will notify Broad Institute:
 - a. of any changes or departures of Authorized Personnel within 30 days of such event;
 - b. of any material change to the protocol for the Project;
 - c. immediately upon discovery of a breach of the terms of this Agreement
11. Recipient acknowledges that it may be necessary for the Data Producer to alter the data use restrictions from time to time. In the event that changes are required, the Data Producer or its appointed agent will contact Recipient to inform it of the changes and Recipient may elect to accept the changes or terminate this Agreement.
12. If requested, Recipient will allow data security and management documentation to be inspected to verify that its compliance with the terms of this Agreement.
13. Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. In the case of Broad Institute, such approval can only be granted by the Chief Communications Officer. The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.
14. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Upon termination, Recipient will destroy any Data held, including copies and any then-accessible backup copies. This clause does not prevent Recipient from retaining the Data to the extent necessary to comply with the records retention requirements under any law, and for the purposes of research integrity and verification to the extent such use and purpose is consistent with the terms of this Agreement.
15. Recipient agrees to distribute a copy of these terms to the Authorized Personnel. Recipient will ensure that all Authorized Personnel comply with the terms of this Agreement.
16. This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of this Agreement or its formation) shall be construed, interpreted and governed by the laws of the Commonwealth of Massachusetts without reference to its principles of conflict of laws.

Agreed for Recipient:

I hereby attest that I am qualified to sign this agreement on behalf of the Recipient Institution:

| | |
|-------------------|--|
| Signature: | |
| Name: | |
| Title: | |
| Date: | |

READ AND ACKNOWLEDGED**Recipient Investigator:**

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|-------------------|--|
| Signature: | |
| Name: | |
| Title: | |
| Date: | |

Agreed for Broad Institute:

| | |
|-------------------|--|
| Signature: | |
| Name: | |
| Title: | |
| Date: | |

APPENDIX I – PROJECT DETAILS (to be completed by the Requestor)

All individuals accessing Data as Authorized Personnel

| <i>Name</i> | <i>Email</i> | <i>Job Title</i> | <i>Supervisor*</i> |
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