

# **COLLABORATION AGREEMENT**

This COLLABORATION AGREEMENT ("Agreement"), dated as of [DATE], is made by and between [NAME OF DATA USER] ("DATA USER"), [AFFILIATION], and [NAME OF DATA AUTHOR] ("DATA AUTHOR"),[AFFILIATION].

1. **Definitions.** Terms used in this Agreement, shall have the following meaning:

(a) "Attribution" means reference to the Data Author made in accordance with Section III of the First Approval License.

(b) "Final Draft" means a final draft of the Work, prepared by the Data User substantially in a form as the Data User would like to submit it to the Publisher.

(c) "First Approval License" means First Approval Collaboration Requirement License applicable to the Dataset.

(d) "Data Author's Confirmation" means a Data Author's written notice, confirming the Data Author's consent to be included as co-author of the Work.

(e) "Data Author's Rejection" means a Data Author's written notice requesting the Data User exclude (not to include) the Data Author as a co-author of the Work.

(f) "Dataset" means [NAME AND DOI OF DATASET].

(g) "Dataset Annotation" means a document prepared by the Data Author, which encapsulates the detailed descriptions, methodologies, file structures, and any relevant information pertaining to the Dataset(s) as published at firstapproval.io platform together with the Dataset.

(h) "Early Submission Notice" means a notice provided by the Data User to the Data Author notifying the Final Draft Date.

(i) "Final Draft Date" means the date for the submission of the Final Draft as specified in the Early Submission Notice.

(j) "Publisher" means any journal, magazine, web-site, electronic database, platform or any other public source.

(k) "Share" means to provide material to the public, such as scientific publication, reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make material available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them.

(l) "Work" shall have a meaning given to the term in Section 2.

2. **Collaboration**. In consideration of Data Author authorizing the Data User to use the Dataset, the Data User agrees to include the Data Author as co-author of [TYPE OF WORK], with a working title of [TITLE], concerning [DESCRIPTION OF WORK] for the purposes of [DESCRIPTION OF INTENDED USES] (the "Work"). The parties shall cooperate and work jointly in finalizing and Sharing the Work as provided in this Agreement.

3. **Data User rights and obligations**.

(a) Data User's obligations:

(i) Provide the Data Author with the Final Draft;

(ii) Upon receipt of any Data Author's comments on the Final Draft, use best efforts to accommodate them or provide an explanation why the comments may not be accommodated;

(iii) Any time after the receipt of the Data Author's Confirmation, not make any amendments to the parts of the Work, which related to the Data Author, the Dataset or Dataset Annotation (unless merely technical) without consent of the Data Author;

(iv) Following the receipt of the Data Author's Confirmation, ensure that the Data Author is included as co-author of the Work in any Sharing of the Work in accordance with the instructions of the Data Author and, if no such instructions are provided by the Data Author, by including Data Author's full name as provided in the Dataset or the Dataset Annotation;

(v) Upon receipt of the Data Author's Refusal, ensure that the Data Author is excluded (or not included) as co-author of the Work in any Sharing of the Work in accordance with the instructions of the Data Author (if any). Unless instructed by the Data Author otherwise, the Data User shall provide Attribution to the Data Author and specify in the Work that the Data Author refused to be included as co-author of the Work.

(b) Data User's rights:

(i) Submit to the Data Author questions and queries regarding:

(A) Dataset and/or Dataset Annotation;

(B) Interpretation of the results of experiment conducted by the Data Author for purposes of creating the Dataset;

(C) Design of any additional experiments to be conducted by the Data User;

(D) Structure of the Work;

(E) Potential Publisher of the Work.

(ii) The Data User acknowledges that Data Author is not obliged to respond to such questions and enquiries and the Data User shall not make compliance with any of the Data User's obligations set in Section 2(a) conditional on the Data Author's response to any such queries.

4. Data Author rights and obligations.

(a) Data Author's obligations:

(i) Provide to the Data User a Data Author Confirmation or a Data Author Rejection not later than:

(A) if the Data User has submitted the Early Submission Notice, not later than 15 days following the Final Draft Date;

(B) if the Data User has submitted no Early Submission Notice, not later than 30 days following the receipt of the Final Draft.

If the Early Submission Notice have been provided by the Data User prior to expiry of the 30 days cut off period for the acceptance of the Collaboration Request by the Data Author as provided in the First Approval License, the Data Author is obliged to provide a Data Author Confirmation or a Data Author Rejection not later than 15 days from the later of (a) the date of this Agreement (i.e. the date of acceptance by the Data Author of the Collaboration Request) or (b) the Final Draft date.

If the Data User submits the Final Draft later than the Final Draft Date as specified in the Early Submission Notice, the Data Author is obliged to provide a Data Author Confirmation or a Data Author Rejection not later than 30 days following the receipt of the Final Draft.

A Data Author may, but is not obliged to provide comments on the Final Draft. If the Data Author fails to provide the Data User with any of the Data Author Confirmation or a Data Author Rejection by the relevant cut-off date as specified in this paragraph, the Data User shall have discretion on whether or not to include the Data Author as co-author of the Work and shall not be liable to the Data Author for exercising such discretion; and

(ii) As soon as possible upon receipt from the Data User, respond to any Publisher's queries that relate to the Data Author, the Dataset or the Dataset Annotation.

(b) Data Author's rights:

(i) Respond to any questions or queries from the Data User;

(ii) Provide instructions on how Data Author's name shall be included in the Work or, in case of the Data Author's Rejection, specify what information shall be included as Attribution. Such instructions shall be reasonable and in line with standards generally acceptable in the scientific society;

(iii) Submit to the Data User any questions or queries, but, unless such questions or queries are not directly related to the Dataset, the Dataset Annotation or the Data Author, the Data User shall be under no obligation to respond to such questions or queries;

(c) The Data Author is encouraged, but is not obliged to provide to the Data User any additional to already specified in the Dataset or Dataset Annotation information or data, repeat experiments, additionally verify the results of the experiment or conduct any additional work in respect of the Dataset, the Dataset Annotation or the Work of the Data User.

## 5. Ownership.

(a) Data User's ownership of the Work. The parties agree to be joint authors, but the ownership, title, interest, copyright and similar rights in the Work shall be secured solely in the name of the Data User. The Data Author unconditionally and irrevocably waives any ownership, title, interest, copyright or similar rights the Data Author may have in the Work, but, notwithstanding any provision to the contrary, retain ownership, title, interest, copyright or similar rights to the Dataset and the Dataset Annotation.

## 6. Proceeds and Expenses.

(a) Proceeds. All income, licensing fees, royalties, and other proceeds arising from the sale, licensing, or other disposition of the Work shall belong and be paid to the Data User.

(b) Expenses. All expenses in the production, Sharing, registration, enforcement, sale, licensing, or other disposition of the Work shall be borne by the Data User solely. Data Author is not liable for any expenses, fees, penalties or liabilities which may arise in relation to the Work.

## 7. Representations and Warranties. Each party represents and warrants that:

(a) It has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder;

(b) When executed and delivered by both parties this Agreement will constitute a legal, valid, and binding obligation on each party, enforceable against each party in accordance with its terms and conditions; and

8. Indemnification. Data User shall indemnify, defend, and hold harmless the Data Author and its respective agents, successors, and assigns (each, an "**Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements,

interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including attorneys' fees, (collectively, "**Losses**") arising out of or in connection with any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") relating to the Work.

9. Term and Termination.

(a) Term. The term of this Agreement commences as of the date of this Agreement and, unless terminated earlier as provided herein, will remain in force for the duration of the US copyright in the Work and any renewals and extensions thereof.

(b) Termination.

(i) Termination by the Data Author. The Data Author may terminate this Agreement at any time without cause by providing at least 7 days prior written notice to the Data User. Upon termination of this Agreement by the Data Author, the Data User shall, to the extent possible exclude the Data Author as co-author from any already existing Sharing of the Work.

10. General.

(a) Entire Agreement. This Agreement, including and together with any related attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(c) Assignment. Neither party may assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations or performance, under this Agreement without the other party's prior written consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and any other persons or entities acquiring an interest through transfer, conveyance, succession, or inheritance, as may be permitted herein.

(d) Choice of Law; Venue. This Agreement and all matters arising out of or relating to this Agreement are governed by the laws of California, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case

located in San Francisco, California, and each party irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action, or proceeding.

(e) Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

(f) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

(g) Notices and communications. Any notices, questions or queries, comments on the Work, delivery of the drafts of the Work, the Data Author's Confirmation or the Data Author's Rejection or any other correspondence between the parties shall be made through the firstapproval.io platform.

(h) Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

(i) Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder will not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

DATA USER

Name: \_\_\_\_\_

DATA AUTHOR

Name: \_\_\_\_\_