

From: Kristian Andersen [REDACTED] scripps.edu
Subject: Re: Your Mail to Peter Bogner Dated 22. May 2025
Date: Ma 27, 2025 at 08:51
To: [REDACTED] t-online.de
Cc: Karthik Gangavarapu [REDACTED] scripps.edu, Joshua Levy [REDACTED] @scripps.edu, Peter Bogner [REDACTED] gisaid.org



Dear Mr. Paura,

As stated in my prior email, this decision is not acceptable to us for the reasons already stated. At no point prior to the termination did GISAID reach out to us, nor was it made clear that failure to update would lead to permanent termination. Further, Dr. Gangavarapu never received the termination email back in February (despite repeatedly contacting people at GISAID) - we only received that after I reached out to Mr. Bogner. At no point did anyone reach out to me, despite the fact that I am the PI of outbreak.info and Dr. Gangavarapu's superior - something people at GISAID are very aware of.

As I mentioned in my previous email, we expected access to be reinstated no later than 12pm PDT today. Given the difference in time zone, I will extend that deadline until 12pm PDT tomorrow, May 28 2025, at which time we expect to be able to resume this important collaboration. If GISAID continues to deny access, we will have to publicly inform our users and scientific community about this serious matter.

Best,
Kristian

From: [REDACTED] t-online.de [REDACTED] t-online.de>
Sent: Tuesday, May 27, 2025 2:42
To: Kristian Andersen [REDACTED] scripps.edu>
Subject: WG: Your Mail to Peter Bogner Dated 22. May 2025

Dear Mr . Andersen,

my earlier mail did not go through due to a spelling mistake in the address.

Best regards

Jörg Paura

From: [REDACTED] t-online.de [REDACTED] t-online.de>
Sent: ues ay, ay 27, 2025 8:26 AM
To: [REDACTED] scipps.edu <[REDACTED] scipps.edu>
Subject: Your Mail to Peter Bogner Dated 22. May 2025

Dear Mr. Andersen,

We read with interest your reaction to the findings the GISAID Compliance Board expressed in the letter addressed to Mr. Karthik Gangavarapu. We make the following observations in response, and trust that if you decide to take this matter further you will report this response

and GISAID's actions in a fair and accurate manner.

1. Please understand that the decision related to Mr. Gangavarapu was made by GISAID's Compliance Board.
2. Those who share their data via GISAID are entitled to certain rights afforded to them under the rules that govern access and use of their data as laid out in the DAA, and GISAID is committed to upholding these rights and fulfilling its custodianship responsibility.
3. Prior to the COVID-19 pandemic GISAID built a trusted partnership with many government entities participating in the WHO's Global Influenza Surveillance and Response System (GISRS) that had played an essential role in the creation of the GISAID Initiative and design of its platform. Even before COVID-19 was declared a PHEIC, GISAID approached some of the leading institutions of this network and proactively provided data streams to facilitate the critical public health surveillance work of staff who were tasked with surveillance of an apparently emerging betacoronavirus. This support was eventually extended to other government agencies, e.g., in the U.S. to BARDA, NIH, LANL and others.
4. GISAID also made separate, binding agreements with individuals that were not part of a government agency, but proposed to GISAID to display aggregate data to track the prevalence and the evolution of hCoV-19 variants during the pandemic. These individuals assured GISAID they could be trusted to follow the terms of their agreements. Among those was your colleague Mr. Gangavarapu, who at the height of the COVID-19 pandemic, requested GISAID's support of his dashboard outbreak-info.
5. It was clearly understood and accordingly documented in a binding agreement that the data delivered by GISAID would be for the sole purpose of displaying aggregate results on a dashboard. Mr. Gangavarapu assured GISAID that he would and could fulfill all obligations under a supplement to the Terms of Use he promised to adhere to, when he first obtained GISAID access credentials.

GISAID's termination notice from 12-Feb-2025 explained in detail how Mr. Gangavarapu broke his agreement and how he repeatedly left his dashboard outdated for extensive periods of time, for example for 46 days (31-Oct to 16-Dec-2024) or 37 days (21-Dec to 27-Jan-2025). The notice stated he did so despite his promise to facilitate daily updates, given GISAID's daily updated data provision. A review of preceding months also indicated patterns that showed the data provided was at times downloaded, however, the dashboard was not updated.

6. Mr. Gangavarapu appealed to the GISAID Compliance Board on 10-Apr-2025, requesting that the termination be reversed, attributing the periods of irregular updates due to several changes made to his "data pipelines" and due to "personnel changes." At no time, however, when these extensive down periods took place, did Mr. Gangavarapu make an attempt to inform GISAID of any problems, as he had agreed he would. Additionally, Mr. Gangavarapu never indicated on his dashboard that it was under maintenance. The GISAID Compliance

Board reviewed Mr. Gangavarapu's appeal and confirmed in the letter to Mr. Gangavarapu that "Under the principle of equal treatment GISAID had to terminate the DCA" as a result of extensive periods of noncompliance with the DCA.

7. Finally, we note that your access credentials and those Mr. Gangavarapu remain unaffected, allowing you to continue accessing gisaid.org for your research work alongside tens-of-thousands of fellow users. To repeat: Mr. Gangavarapu continues to have personal access to GISAID. It is only the agreement between GISAID and Mr. Gangavarapu that was terminated based on his failure to adhere to the terms and conditions, as confirmed by the GISAID Compliance Board.

Dr. jur Jörg Paura

For the GISAID Compliance Board