**Self-Managed Plan Agreement**

This Self-Managed Plan Agreement (the “**Agreement**”) is made as of [\_\_\_\_\_\_\_\_], between Sage Bionetworks (“**Sage**”) and [enter the name of the responsible party entering into this agreement] (the “**Plan Holder**”). All terms not herein defined shall have the meaning as set forth in the Sage Terms of Service which are incorporated herein by reference (the “[**Terms of Service**](https://s3.amazonaws.com/static.synapse.org/governance/SageBionetworksSynapseTermsandConditionsofUse.pdf?v=5)”). For clarity, Service (as defined in the Terms of Service) shall include the Plan Services (as defined below) and “you” or “your” (as defined in the Terms of Service) shall refer to the Plan Holder.

| Plan Holder Scientist:  Name:  Email:  Phone: | Project Title: |
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| Agreement Term (“Term”)  Start Date: Date of last signature below  End Date: [Five (5) years after the Start Date] | External Storage Bucket. \_\_\_Yes \_\_\_No |
| Terms and Conditions   1. For the duration of the Term, Sage shall provide the following services (the “Plan Services”) to the Plan Holder:    * User Content hosting of up to [enter 100 GB or 500GB] of space;    * Up to 15 hours of consulting services for setting up Projects and selecting the governance for sharing User Content according to the F.A.I.R. principles on Synapse;    * Up to 25 hours of help desk support;    * Tools for self-managing User Content access requests;    * A basic portal WIKI page to be populated by the Plan Holder Scientist; and    * The ability to create Projects where the Plan Holder Scientist has administrative control over who is granted access to each Project and can deploy User Content restrictions by clickwrap agreements. 2. Sage may provide additional services not listed above if agreed to by Sage and subject to additional costs (if any) to the Plan Holder. Such additional services may include providing additional cloud storage, or at Sage’s discretion, allowing the use of third-party cloud computing platforms and other external environments (“External Storage Bucket”) to host or store Plan Holder’s Content. The Plan Holder shall be responsible for and shall ensure that the Plan Holder Scientist and other individuals authorized by the Plan Holder Scientist or the Plan Holder to access and utilize the Self-Managed Plan and/or the Plan Services comply with the Terms of Service and the conditions of this Agreement. The Plan Holder shall provide to Sage, and update to the extent there are any changes, a list of all individuals authorized to access and utilize the Plan Services. The Plan Holder must notify Sage if the Plan Holder Scientist is no longer employed by the Plan Holder and inform Sage of the Plan Holder Scientist’s successor. Sage will not be responsible for removing the Plan Holder Scientist’s access to the Self-Managed Plan in the event the Plan Holder Scientist is no longer employed by the Plan Holder; provided, that Sage may remove such access if the Plan Holder requests Sage to do so in writing (e-mail is sufficient). 3. The Plan Holder shall provide the User Content described in Attachment 1 to Sage to be hosted in a Project on Synapse. The Plan Holder retains any copyright and other proprietary rights in their User Content, subject to the licenses granted by Plan Holder under the Terms of Service. 4. In consultation with Sage, the Plan Holder will select relevant User Content restrictions to be deployed via clickwrap agreement. User Content restrictions shall be documented in writing. 5. The Plan Holder shall execute the Sage Data Processing Agreement in Attachment 2 prior to Posting User Content if: (1) your User Content contains any Protected Health Information (PHI) as defined in accordance with HIPAA, (2) your User Content is subject to the data protection laws of the European Economic Area (including the General Data Protection Regulation (EU) 2016/679), the United Kingdom, or Switzerland, or (3) the Plan Holder is subject to the NIS 2 Directive (EU) 2022/2555. The Plan Holder shall disclose any of the foregoing types of data included in their User Content in Attachment 1. 6. [The Plan Holder shall comply with the requirements of the External Storage Bucket Addendum in Attachment 3 if Sage allows the Plan Holder to host their Content in an External Storage Bucket that is not administered by Sage.] 7. Sage currently utilizes Amazon Web Services (AWS) Intelligent-Tiering storage in all Self-Managed Plans. Infrequently accessed User Content will be moved to access tiers that may require longer retrieval times. 8. The Plan Holder Scientist, as a Project Administrator, and any other Project Administrator designated by the Plan Holder, is expected to respond to inquiries from Sage or other Synapse Users without delay. If Sage receives complaints that the Project Administrator(s) is not responding to inquiries, Sage will try to reach out to the Project Administrator(s) and the Plan Holder. If the Project Administrator(s) and the Plan Holder are not responsive, Sage reserves the right, at its sole discretion, to suspend the Self-Managed Plan account [and/or disable Plan Holder’s External Storage Bucket’s connection to Synapse]. Sage will not provide the Plan Holder a refund if the Self-Managed Plan is suspended for failure to meet service level expectations. 9. Sage will bill the Plan Holder for any costs incurred for additional services requested by the Plan Holder and agreed to in writing by Sage. If the Plan Holder’s use of the Plan Services exceeds the amounts set forth in this Agreement, Sage may bill the Plan Holder for any costs incurred for such extra use of the Plan Services. Notwithstanding the foregoing, if the Plan Holder exceeds the storage limit listed above, the Plan Holder shall have [3 months] to pay the costs associated with the excess storage and if the Plan Holder has not paid such excess storage costs within the [3-month] period, Sage may block all access to any of the Plan Holder’s User Content that was uploaded in excess of the storage limit. The payment obligations in the Terms of Service shall apply to the Plan Services and this Agreement, as applicable. 10. The Plan Holder agrees to comply with and be bound by the Terms of Service. In the event of a conflict between this Agreement and the Terms of Service, the terms of this Agreement shall prevail. Except as herein modified, all of the terms and conditions of the Terms of Service remain in full force and effect without modification or change. 11. Unless terminated earlier in accordance with this Section 11 or extended via a modification in accordance with Section 15 below, this Agreement shall expire as of the End Date set forth above. Sage may terminate this Agreement upon 30 days’ prior written notice to the Plan Holder’s address listed on the signature page hereto if the Plan Holder is in breach of this Agreement and the Plan Holder fails to remedy the breach within the 30-day notice period. Consequences of violation of the Terms of Service are provided for in the Terms of Service. Sage will not provide the Plan Holder a refund if the Self-Managed Plan is terminated pursuant to the Plan Holder’s breach. 12. Upon expiration or earlier termination, the Plan Holder will have 3 months to retrieve or make other arrangements with regard to their User Content or to renew the Self-Managed Plan; if currently known, the Plan Holder should list its disposition requirements in Attachment 1 below. After this 3-month grace period, if the Plan Holder does not retrieve or make other arrangements with regard to their User Content or renew the Self-Managed Plan, Sage reserves the right, at its sole discretion, to archive, freeze, delete, or move the User Content. 13. This Agreement, including the Terms of Service and the Attachments attached hereto, constitutes the entire understanding and agreement between the parties relating to the subject matter hereof, and all prior negotiations, representations, agreements, and understandings are superseded hereby. 14. This Agreement is not assignable by the Plan Holder without Sage’s prior written consent. 15. No modification or waiver of, addition to, or deletion from, this Agreement shall be effective unless reduced to writing and signed by duly authorized representatives of the parties hereto. 16. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same instrument. Signatures to this Agreement delivered by facsimile or similar electronic transmission (e.g., portable document format (PDF)) shall be deemed to be binding as original signatures. | |
| IN WITNESS WHEREOF, Sage and the Plan Holder have caused their duly authorized representatives to execute this Agreement. | |
| Sage Bionetworks  Signature  Print Name  Title  Address  Email  Phone | [Plan Holder]  Signature  Print Name  Title  Address  Email  Phone  Plan Holder Scientist  I have read this Agreement and understand my obligations hereunder, and agree to abide by the obligations applicable to me:  Signature  Print Name  Title |

| Attachment 1  Self-Managed Plan Specific Information |
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1. **User Content**. The Plan Holder should provide sufficient information so that Sage understands the type of User Content that will be hosted on Synapse under this Agreement. The Plan Holder must identify the nature of the User Content and, if applicable, the name of the study under which the User Content was obtained and the number of subjects and/or experiments included.
   1. If User Content is obtained from human subjects, the Plan Holder must add a description of the population included and identify whether their User Content will contain sensitive information (e.g., data that is identifiable subject to HIPAA, GDPR, or other data protection laws).
   2. If User Content is obtained from animal subjects, the Plan Holder must indicate the animal species the User Content was obtained from.
   3. If User Content is not obtained from human or animal subjects, the Plan Holder must add a description of the focus of the User Content.

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1. **Disposition of User Content Upon Expiration or Termination of the Self-Managed Plan**. The Plan Holder should provide sufficient information so that Sage understands the Plan Holder’s plan for retrieving or arranging the Plan Holder’s User Content following the expiration or earlier termination of this Agreement.

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| Attachment 2  Sage Data Processing Addendum |
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| Attachment 3  External Storage Bucket Addendum |
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This External Storage Bucket Addendum (the “**Addendum**”) establishes the obligations for the Plan Holder’s use of an External Storage Bucket in connection with Synapse and utilizing Content therein. If permitted by Sage to use an External Storage Bucket, the Plan Holder will maintain the security and integrity of any Content hosted or stored on the Plan Holder’s External Storage Bucket and maintain legal and regulatory compliance consistent with the Terms of Service. By using an External Storage Bucket, the Plan Holder agrees to the following conditions:

1. **Obligations**. Plan Holder agrees to:
   1. permit access to any Content hosted or stored on Plan Holder’s External Storage Bucket to Sage and to Synapse users consistent with the Terms of Service;
   2. work with Sage to create appropriate restrictions applicable to the Content hosted or stored on the Plan Holder’s External Storage Bucket;
   3. cooperate and comply with any takedown notices issued by Sage, pursuant to Sage’s DMCA policies [link], to protect any third-party rights or licenses;
   4. establish appropriate Content retention, stability, longevity, and access controls for any Content Posted to the Plan Holder’s External Storage Bucket in accordance with the Terms of Service;
   5. be financially responsible for all storage and egress charges related to the use of the Plan Holder’s External Storage Bucket; and
   6. carry insurance sufficient to cover the Plan Holder’s indemnification obligations under Section 4 of this Addendum.
2. **Data Breach**. The Plan Holder must immediately notify Sage in the event that there is a data breach involving the Plan Holder’s External Storage Bucket. In the event of such a data breach, Sage may at its sole discretion disable the connection of the Plan Holder’s External Storage Bucket to Synapse until the External Storage Bucket’s service provider is able to resolve such data breach or otherwise ensure the security of any Content hosted or stored on the External Storage Bucket.
3. **Sage Disclaimer of Liability**. Sage will not be liable for the stability of, longevity of, egress or access charges for, or access to or loss of any Content stored in or hosted on Plan Holder’s External Storage Bucket. Sage also will not be liable to Plan Holder for loss of or damage to any Content or computer systems arising from any Synapse user’s activity on Plan Holder’s External Storage Bucket. Sage is not liable for any delays, failures, or problems inherent in the use of the Internet and electronic communications or other systems outside Sage’s control, including, but not limited to the External Storage Bucket.
4. **Indemnification**. The Plan Holder is responsible for the use of the Plan Holder’s External Storage Bucket. To the fullest extent permitted by law, and in addition to Plan Holder’s indemnification obligations in the Terms of Service, Plan Holder will defend and indemnify Sage, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents from and against every claim brought by a third party, including a Synapse user, and any related liability, damage, loss, and expense, including attorneys’ fees and costs, arising out of or connected with: (i) unauthorized use or misuse of Plan Holder’s External Storage Bucket; (ii) loss or destruction of any third party’s, including a Synapse user’s, data, including any Content, hosted or stored on Plan Holder’s External Storage Bucket; (iii) data breach of Plan Holder’s External Storage Bucket; (iv) violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (v) any dispute or issue between Plan Holder and any third party, including another Synapse user. Sage reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Plan Holder (without limiting Plan Holder’s indemnification obligations with respect to that matter), and in that case, Plan Holder agrees to cooperate with Sage’s defense of those claims.
5. **Monitoring**. Sage has the right, but not the obligation, to monitor any Content hosted on Plan Holder’s External Storage Bucket and may, at any time without prior notice to Plan Holder, suspend Plan Holder’s account and disable Plan Holder’s External Storage Bucket’s connection to Synapse for hosting or storing any Content that in Sage’s sole judgment, violates the Terms of Service, is alleged to violate the rights of third parties, or is otherwise objectionable, without any liability to Plan Holder or any Synapse user who Posted Content to Plan Holder’s External Storage Bucket. Sage may share the results of the monitoring with third parties, including any governmental authority.