

User Agreement for the HPAP Database¹

The HPAP Database is an open access database for the Human Pancreas Analysis Program (HPAP) consortia under Human Islet Research Network (HiRN). HPAP is located at the Perelman School of Medicine of the University of Pennsylvania (collectively “Penn”). It supports a data sharing and analysis portal for Type-1 Diabetes research community and is funded by the National Institute of Health (NIH)^{2,3}. This database contains data on Physiological phenotyping, Immunobiology assays, Advanced molecular profiling, Tissue analytics and bio-banking and Islet functional analysis.

You (hereinafter referred to as “you” or as the “user”) will be asked to accept the terms and conditions of this agreement without exception when you log in to the HPAP website⁴.

Please use the CONTACT US page on the HPAP website if you need to inform us of any question that you may encounter.

I. You will not under any circumstances re-distribute the data or share your username and password

As a condition of obtaining access to the HPAP Database, you agree to register as a user and not distribute the data to any other persons or parties whatsoever. You must register with HPAP to access the data and must not obtain the data from other users. You agree to maintain the secrecy of all login details corresponding to your HPAP account (username and password) and not share or permit others to use your login details.

II. You will not attempt to identify individuals from the HPAP data sets

As a condition of obtaining access to the HPAP database, you agree to not use this data to identify any individual or entity. You also agree not to link any data from the HPAP Database with data from any other database or dataset in a manner that violates the privacy of an individual, or corporate or other entity.

If you inadvertently discover the identity of any patient or other entity, then (a) You agree that you will make no use of this knowledge, (b) You will notify the HPAP, via the CONTACT US page, of the incident, and (c) You will inform no one else of the discovered identity.

III. Data provider obligations

¹ Data User Agreement last updated on January, 22, 2018

² The NIH grant for this project corresponds to grant number **UC4 DK112217** and **UC4-DK112232** (<http://www.nih.gov/>)

³ The HPAP website account information is hosted on Amazon AWS.

⁴ The database managers maintain a list of users registered and the purpose of their use to help understand how this data is helping users (not limited to) researchers, academicians, students.

The HPAP data providers endeavor to not only provide data in a timely manner, but also ensure data quality. However, should there be any errors in the data provided (in any of the sections) that is identified later by the User; the User can contact HPAP and the data provider may, at its discretion, upload updated data for accuracy.

In case of data unavailability, data provider may provide you with required information on probable date/time for availability of data and reason for delays. You are not to contact the data providers or the research consortium directly for any data unavailability queries.

IV. **Data user obligations**

- a) **Citation requirement:** You agree to cite this database and the corresponding data providers every time you use this data for any publication purpose. Please use this NIH grant number- **UC4-DK112217** and **UC4-DK112232**, an **HPAP identifier (RRID:SCR_016202)**, and the HPAP database URL- <https://hpap.pmacs.upenn.edu/> for citation purposes. Please use the name “Human Pancreas Analysis Program (HPAP) Database, consortia under Human Islet Research Network (**RRID:SCR_014393**)”.
- b) **Data derivatives:** Users of the HPAP database are solely responsible for the accuracy of any derivative of the data from this system.
- c) **Lawful use:** You agree that you will make lawful use of the system, and will only use it in compliance with all applicable federal, state and local laws and regulations.
- d) **Data use infringement:** You agree that you will not use the data or the HPAP database or system in any way to violate the rights, including copyright, trademark, and trade secret, right of privacy, right of publicity or other rights of any individual or entity.
- e) **Uploads to the HPAP database:** You agree that you will not upload, post, transmit, distribute or otherwise publish on or to the HPAP database or system any materials that contain a software virus or other harmful component.

V. **Data available from the HPAP database are provided on an "AS IS" basis**

- a) HPAP, HIRN, the NIH, NIDDK, PENN and the Data providers make no representations with respect to the data provided.
- b) DATA ARE PROVIDED TO YOU WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING- WARRANTIES OF MERCHANTABILITY; WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES

OF IDENTITY, OWNERSHIP, QUALITY, ACCURACY, OR COMPLETENESS OF DATA; OR WARRANTIES THAT THE USE OF DATA WILL NOT INFRINGE ANY PATENT, INTELLECTUAL PROPERTY, OR PROPRIETARY RIGHTS OF ANY PARTY.

VI. Liability for Loss, claim or damage

HPAP, HIRN, the NIH, NIDDK, PENN and the data providers SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY USER OR ANY OTHER PERSON OR ENTITY RESULTING FROM THE DATABASE, THE DATA OR THE USE OF ANY DATA, ANY RESEARCH RESULTS OR ANY PRODUCTS RESULTING THEREFROM. User agrees that it shall indemnify, defend and hold harmless HPAP, HIRN, the NIH, NIDDK, PENN and the data providers, and their respective trustees, officers, faculty, students, employees, contractors and agents (the “**HPAP Indemnitees**”) from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys’ fees), which the HPAP Indemnitees may hereafter incur, or be required to pay as a result of User’s use of the data or research results or as a result of any breach of this Agreement or any act or omission of User, its employees, affiliates, contractors, licensees or agents.

ARTICLE 1
ADDITIONAL PROVISIONS

Force Majeure. HPAP, HIRN, the NIH, NIDDK, PENN and the data providers shall not be liable for any failure to perform as required by this Agreement to the extent such failure.

VII. HPAP data is not suitable for informing human treatment decisions

HPAP, HIRN, the NIH, NIDDK and the data providers do not individually or collectively make any representations that data or analyses available in the HPAP database are suitable for human diagnostic purposes, for informing treatment decisions, or for any other purposes and accept no responsibility or liability whatsoever for such use.

VIII. Neither HPAP nor NIH are responsible for the content of linked HiRN website

Some of the HPAP Database web pages may provide links to the HiRN website only for the convenience of the users. Neither NIH, NIDDK, HIRN, PENN nor HPAP are responsible for the availability or content of this site, nor they endorse, warrant or guarantee the products, services or information described or offered at this site.

IX. Applicable Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, excluding application of any conflict of laws principles that would require application of the law of a jurisdiction outside of the Commonwealth of Pennsylvania. If a dispute arises concerning this Agreement, then the User and parties to this Agreement will submit to the exclusive jurisdiction of, and venue in, the state and Federal courts located in the Eastern District of Pennsylvania.

X. Limited license

THE DATA PROVIDER REMAINS THE OWNER OF THE DATA. You may use the HPAP data for any legal purpose except for those prohibited elsewhere in this agreement. In particular, you DO NOT have the right to distribute HPAP data.

XI. Other terms

Please fill out the short contact form at the beginning of the registration process with information on your name, institution, designation, and a short purpose for access and/or use of HPAP data. This information is collected solely for administrative purposes; and will not be disclosed or used for any other purposes; except if required by law.