

## User Agreement for the HPAP Database<sup>1</sup>

The HPAP Database is an open access database for the Human Pancreas Analysis Program (HPAP) consortia under Human Islet Research Network (HiRN). It supports a data sharing and analysis portal for Type-1 Diabetes research community and is funded by the National Institute of Health (NIH)<sup>23</sup>. This database contains data on Physiological phenotyping, Immunobiology assays, advanced molecular profiling, Tissue analytics and bio-banking and Islet functional analysis.

You will be asked to accept the terms and conditions of this agreement without exception when you log in to the HPAP website<sup>4</sup>.

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 attempt to 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 parties interested in using the data. You must register with HPAP to access the data and must not obtain them from other users. You agree to make reasonable efforts to maintain the secrecy of all login details corresponding to your HPAP account (username and password) and not 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 privacy of an individual or corporate 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**

The HPAP data providers make considerable efforts to not only provide data in a timely manner, but also ensure data quality. However, should there be any errors in the data

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<sup>1</sup> Data User Agreement last updated on December, 09, 2017

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

<sup>3</sup> The HPAP website is hosted at Amazon AWS console.

<sup>4</sup> 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.

provided (in any of the sections) that is identified later; the data provider for that section agrees to upload updated data for accuracy.

In case of data unavailability, data provider will provide user 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 the NIH grant number- UC4 DK112217 and the HPAP database URL- <https://hpap.pmacs.upenn.edu/> for citation purposes.
- 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 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 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) Data providers make no representations with respect to the data being 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

No liability or indemnification for any loss, claim, or damage, (including but not limited to loss of data) is intended or provided by NIH or HPAP under this Agreement.

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

HPAP or NIAID 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 not 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 nor HPAP are responsible for the availability or content of this external site, nor they endorse, warrant or guarantee the products, services or information described or offered at this site.

**IX. This agreement will be governed by federal courts in the District of Columbia**

Federal law as applied by the federal courts in the District of Columbia will govern the construction, validity, performance, and effect of this Agreement. Federal law and regulations will pre-empt any conflicting or inconsistent provisions in this agreement.

**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 unrestricted 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; it will be kept confidential and will not be used to violate your privacy in any way; except when required by law.