



## ROCHE DATA ACCESS COMMITTEE

### DATA ACCESS AGREEMENT

**This Data Access Agreement (“Agreement”) between F. Hoffmann-La Roche Ltd (“Roche”) and User and User Institution (as defined below) governs the terms on which access will be granted to the genotype data obtained from Roche.**

**In signing this Agreement, User and User Institution agree to be bound by the terms and conditions of access set out in this Agreement.**

**For the sake of clarity, the terms of access set out in this Agreement shall govern activities conducted by the User and the User Institution (as defined below). User Institution and User are referred to within the Agreement as “You” and “Your” for convenience only.**

#### **Definitions:**

*pRED* means Roche Pharma Research and Early Development.

*Data* means all and any human derived data, including but not limited to, genetic, gene expression and proteomic data, and source code for reproduction or visualization of the Data, generated by pRED and requested by User through submission of an Application for Access to Roche Data and obtained from Roche under the terms of this Agreement.

*Data Security Breach* means any actual or reasonably suspected: (a) compromise of the security, confidentiality or integrity, unauthorized access, acquisition or unauthorized or unlawful processing of Data; and/or (b) unauthorized intrusion into, control of, access to, modification of or use of any computer systems that are used by You to secure, defend, protect or process the Data.

*Data Subject* means a person, who has been informed of the purpose for which the Data is held and has given his/her informed consent thereto.

*User* means a researcher who has requested Data by submitting an Application for Access to Roche Data to pRED and whose User Institution has previously completed this Data Access Agreement with respect to such Data and has received acknowledgement of its acceptance.

*Publications* means, without limitation, articles published in print journals, electronic journals, reviews, books, posters and other written and verbal presentations of research.

*User Institution* means the organization at which the User is employed, affiliated or enrolled.

*Roche Data Access Committee* means members of the pRED organization that are responsible for making the data access decisions for the genotype and gene expression data generated by pRED.

#### **Terms and Conditions:**

In signing this Agreement:

1. You agree to use the Data only for the advancement of medical research.
2. You agree not to use the Data for the creation of products for sale or for any commercial purpose.
3. You agree to preserve, at all times, the confidentiality, privacy and security of Data pertaining to Data Subjects. In



particular, You undertake not to use, or attempt to use the Data to compromise or otherwise infringe the confidentiality of information on Data Subjects and their right to privacy.

4. You agree not to attempt to link the Data provided under this Agreement to any other data source on the same samples or to link the Data to any person or otherwise identify any Data Subject from the Data. You agree to (i) maintain such the Data in de-identified and anonymized form, (ii) not re-identify, nor attempt to re-identify, such Data, and (iii) comply with applicable data protection laws with respect to Your processing of such Data.
5. You agree not to transfer or disclose the Data, in whole or part, or any identifiable material derived from the Data, to others, except as necessary for data/safety monitoring or program management. Should You wish to share the Data with a collaborator outside the same Institution, the third party must make a separate application for access to the Data.
6. You agree to use the Data for the approved purpose and project described in your Application for Access to Roche Data; use of the Data for a new purpose or project will require a new application and approval. You agree to restrict your use of the Data to the analysis of somatic mutations and/or gene expression level only; use of these data to infer genotype is not permitted.
7. You agree that publication of Your purpose, project, and results is restricted for a one (1) year period starting from the publication date of the Roche publication referencing the Data deposit. You will be free to publish the results of the research using the Data for the approved purpose after the one (1) year period has expired. You will not publish the Data, but will refer to the original Data deposit by Roche and agree to acknowledge in any such publication that the research makes use of Data generated by Roche.
8. You accept that Roche:
  - (a) bears no legal responsibility for the accuracy or comprehensiveness of the Data; and
  - (b) accepts no liability for indirect, consequential, or incidental, damages or losses arising from use of the Data, or from the unavailability of, or break in access to, the Data for whatever reason.
9. You understand and acknowledge that the Data is protected by copyright and other intellectual property rights, and that duplication, except as reasonably required to carry out Your research with the Data, or sale of all or part of the Data on any media is not permitted.
10. You recognize that nothing in this Agreement shall operate to transfer to the User Institution any intellectual property rights relating to the Data.
11. You agree that You will submit a report to the Roche Data Access Committee, if requested, on completion of the approved purpose. The Roche Data Access Committee agrees to treat the report and all information, data, results, and conclusions contained within such report as confidential information belonging to the User Institution.
12. (a) You agree to use the Data in accordance with all applicable laws, including but not limited to applicable data protection laws.  
  
(b) You agree to implement, maintain, and comply with comprehensive information and network security programs, practices, and procedures that govern Your use and processing of the Data (collectively, "Data Security Program") that: (i) meet current best industry standards; (ii) comply with all applicable data protection laws; (iii) include appropriate physical, administrative and technical safeguards and other security measures to maintain the security and confidentiality of the Data and protect it from accidental loss, alteration, disclosure and other unlawful forms of processing. The Roche Data Access Committee reserves the right to request and inspect your Data Security Program and related data security and management documentation to ensure the adequacy of data protection measures.
13. You agree to notify Roche in writing within three (3) days of discovery of a Data Security Breach. The notification to Roche shall include, to the extent known by You, and shall be supplemented on an ongoing basis: (i) the general circumstances and extent of any unauthorized processing of the Data or intrusion into computer systems that are used by You to protect or process the Data; (ii) the types and volume of the Data that were involved; (iii) Your plans for corrective actions to respond to the Data Security Breach; and (iv) any other related information requested by Roche. You agree to, at Your expense, respond to and contain any Data Security Breach in accordance with leading industry standards and applicable data protection laws. In the event of a Data Security Breach, You agree to assist and fully cooperate as required to fully investigate and resolve any such incident and to provide



notifications required under applicable data protection laws.

14. You agree to indemnify Roche and its respective directors, officers, employees, and agents from any suits, claims, damages, demands, proceedings, and other actions brought by a third party, and all associated expenses and costs (including but not limited to: assessments, fines, losses, penalties, costs of investigating and responding to any Data Security Breach, costs of notifying affected individuals, and attorneys' fees), arising out of or related to Your processing of the Data, including, but not limited to, a suspected or actual Data Security Breach.
15. This Agreement shall be effective as of the date of the last party to sign below ("Effective Date") and shall terminate three (3) years after the Effective Date, unless terminated sooner pursuant to Section 16 below. Upon termination, You will be required to destroy any Data held.
16. You accept that this Agreement will terminate immediately upon any breach of this Agreement by You. Either party may terminate this Agreement upon thirty (30) days written notice for any reason. The following Sections of this Agreement shall survive its expiration or termination:

Sections 1 – 10, 12(a), and 14-18

17. Nothing herein shall create any association, partnership, joint venture, fiduciary duty or the relation of principal and agent between the parties hereto, it being understood that each party is acting as an independent contractor, and neither party shall have the authority to bind the other or the other's representatives in any way.
18. Except as required by law or permitted under Section 7, neither party shall use or refer to this Agreement in the public media, or use the names or marks of the other party without express prior written permission.
19. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. The parties agree that execution of this Agreement by exchanging facsimile, PDF, or e-Signature (as defined below) signatures shall have the same legal force and effect as the exchange of original signatures. Pursuant to this Agreement, e-Signatures shall mean a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with the electronic document, that (a) is unique to the person making the signature; (b) the technology or process used to make the signature is under the sole control of the person making the signature; (c) the technology or process can be used to identify the person using the technology or process; and (d) the electronic signature can be linked with an electronic document in such a way that it can be used to determine whether the electronic document has been changed since the electronic signature was incorporated in, attached to or associated with the electronic document. The written form shall be required to make changes to this clause as well.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as set forth below.

F. Hoffmann-La Roche Ltd

For and on behalf of User Institution:  
(Institutional or Administrative Authority)

Signature: Stormy Chamberlain  
 Print Name: Stormy Chamberlain  
 Title: Sr.Principal Scientist, NRD  
 Date: 28-Jul-2022

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Read and acknowledged by User/Applicant:

Signature: Christophe Grundschober  
 Print Name: Christophe Grundschober  
 Title: Expert Scientist  
 Date: 28-Jul-2022

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_