

NON-DISCLOSURE AND MATERIAL TRANSFER AGREEMENT

SMARTY4COVID CROWD SOURCED DATASET



Provider	The Institute of Communication and Computer Systems (ICCS), 9, Iroon. Polytechniou Str., 157 73 Zografou, Greece
Provider Scientist	Konstantina Nikita, Prof. at the School of Electrical and Computer Engineering of the National Technical University of Athens
Recipient
Recipient Scientist
Data	Defined in clause 1.1
Research Purpose	Defined in clause 1.2
A	The Recipient wishes to acquire and use the Data for the Research Purpose
B	ICCS is willing to provide the Data to the Recipient for such purpose from the date of execution of this Agreement.

This Non-Disclosure and Material Transfer Agreement (referred to as the "Agreement") has entered into force on the date of [date-month-year] by and between:

The Institute of Communication and Computer Systems (ICCS), with Tax Registration Number (VAT) EL090162593, and seated in Athens (Iroon Polytechniou 9, Zografos 15780, Athens), that is lawfully represented for the purpose of signing the present by Director Prof Ioannis Psarras

and

The Research Coordinator of the research project "Smarty4covid", Prof. Konstantina Nikita, at the National Technical University of Athens, with ID number AB593799 and Tax Registration Number (VAT) EL042892779, seated in Athens (Oresti 3, Dionysos 14569)

hereinafter known as the "**Disclosing Parties**",

and

[Institution], represented by **[Name Surname]**, **[Position]**

hereinafter known as the "**Receiving Party**"

(collectively referred to as the “Parties”)

WHEREAS

The Disclosing Parties intend to provide access to research material - data (hereinafter referred to as the "Confidential Information") to the Receiving Party, which they wish to keep confidential. NOW THEREFORE, the Parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

1. Data - Material Disclosure

- 1.1. The Disclosing Parties wish to provide to the Receiving Party access to the data-material collected through the research project “Smarty4covid’ (hereinafter referred to as the "Project”), which is implemented by ICCS and its research coordinator Dr. Konstantina Nikita. The Project aims to collect and analyze sound and audio data related to the diagnosis and the evolution of the SARS-CoV-2 virus, with the development of machine-learning algorithms. The Project is funded by the Hellenic Foundation of Research & Innovation – H.F.R.I. (ELIDEK), as part of the action entitled “Interventions to address the economic and social effects of the COVID19 pandemic”;
- 1.2. The Disclosing Parties wish to provide to the Receiving Party access to the collected data-material, which are included in the Appendix I, solely for research purposes as outlined in Section 4 “Access Terms”. This access explicitly forbids the use of these data-material for any other research activity or any other purpose whatsoever, except with the prior written consent of the Disclosing Parties. The data which will be provided to the Receiving Party will be fully anonymized.

2. Confidentiality Agreement

- 2.1. For the purpose of this Agreement "Confidential Information" shall mean any and all information, which is included in the Appendix I and is supplied or disclosed, directly or indirectly, in writing or in any other means, by the Disclosing Parties to the Receiving Party, including, but not limited to, any documents, drawings, sketches, designs, materials, samples, prototypes, data, know-how, and which at the time of its disclosure or supply are identified as confidential.
- 2.2. The Receiving Party shall:
 - (i) undertake to keep the disclosed data-material confidential and not to disclose it nor to permit the disclosure of it to any third party, except in accordance with clause 2.5. of this Agreement, and not to make it available to the public or accessible in any way, except with the prior written consent of the Disclosing Parties;

- (ii) undertake to use the Confidential Information solely for the purpose of this Agreement and not to make any other use of the confidential information or any part unless explicitly authorized in writing by Disclosing Parties;
- (iii) utilize the best efforts possible to maintain and process the Confidential Information, as well as protect and safeguard the Confidential Information from loss, theft, destruction, or the like.
- (iv) not attempt to re-identify or contact the smarty4covid users.

2.3. The obligations specified in clause 2.2. shall not apply in the following cases:

- (i) the Confidential Information was known to the Receiving Party prior to the time of its receipt pursuant to this agreement otherwise than as a result of the Receiving Party's breach of any legal obligation; or
- (ii) the Confidential Information is in the public domain at the time of disclosure by the Disclosing Parties to the Receiving Party or thereafter enters the public domain, for purposes other than publishing the Project's results, without any breach of the terms of this agreement; or
- (iii) the Confidential Information becomes known to the Receiving Party through disclosure by sources, other than the Disclosing Parties, having the legal right to disclose such Confidential Information; or
- (iv) the Receiving Party proves the Confidential Information has been developed independently by its employees, who had no access to any of the Confidential Information disclosed by the Disclosing Parties it to the Receiving Party.

2.4. The Receiving Party shall limit and control any copies and reproductions of the Confidential Information. The Receiving Party shall destroy all records or copies of the Confidential Information at the request of the Disclosing Parties and at the latest on termination of this agreement. This shall not apply to Confidential Information or copies thereof which must be stored by the Receiving Party according to mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

2.5. The Receiving Party undertakes to disclose the Confidential Information only to its employees who:

- (i) reasonably need to receive the Confidential Information for the purpose of the present Agreement; and
- (ii) have been informed by the Receiving Party of the confidential nature of the Confidential Information and of the terms of the present agreement; and
- (iii) have been advised of and agree to be bound by equivalent obligations to those in the present Agreement.

- 2.6. This Agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing parties is received. This Agreement binds the Receiving Party and all its employees, agents, representatives and independent contractors. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assignees.
- 2.7. All Confidential Information shall remain the exclusive property of the Disclosing Parties as well as all patent, copyright, trade secret, trade mark and other intellectual property rights therein. The Parties agree that this Agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Receiving Party in respect to any intellectual property right of the other Parties, including publishing for scientific or others purposes, unless a prior written consent is granted by the Disclosing Parties.

3. Intellectual Property Rights

The Parties acknowledge that nothing in the Agreement shall affect the ownership of any intellectual property rights, which remain the exclusive property of the Disclosing Parties. The Receiving Party cannot utilize the Confidential Information or the intellectual property rights of the Confidential Information for any other purpose than the purpose of this Agreement, nor can it utilize in any way the Confidential Information to gain, directly or indirectly, any kind of intellectual property rights.

4. Access terms

The data are available from the Disclosing Parties upon reasonable request. In support of this statement, the following allowed and prohibited uses are identified.

Allowed uses:

- (i) Data analysis for research purposes such as the identification of novel biomarkers for the onset and the progress of an individuals' health status and the extraction of statistical inferences.
- (ii) Research by commercial organizations such as the development of new drug treatments, diagnostic measures, and medical devices.

Prohibited uses:

- (i) Commercial use such as selling the data to third parties (re-distribution) and sending marketing messages to the participants (targeted marketing).
- (ii) Re-identification attempts in terms of matching the data-material with other datasets or information to uncover the identities of the smarty4covid users.

- (iii) Discrimination in terms of employing the data-material to discriminate against individuals or groups based on their health conditions or medical histories.
- (iv) Hacking or unauthorized access to sensitive health information that may lead to identity theft.
- (v) Malicious purposes (e.g. phishing and social engineering, financial scams, misleading health claims).
- (vi) Misuse for political or ideological purposes.
- (vii) Misrepresentation in terms of providing false information or manipulating the data-material to create misleading or inaccurate research findings.

5. Miscellaneous

- 5.1. This Agreement shall remain in force until Notwithstanding the aforementioned, the obligations under clause 2 of this Agreement shall remain in force for period of five (5) years after the date of expiry or termination of the Agreement, by any or all Parties.
- 5.2. All the clauses of this Agreement are intended to be legally binding.
- 5.3. A Party may at any time withdraw and terminate its involvement in the activities set out in this Agreement. Such termination shall be done in writing to the other Parties.
- 5.4. The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information, owned by the Disclosing Parties, any breach of this Agreement, either by the Receiving Party or by its employees, its agents, its representatives or its independent contractors would cause irreparable harm for which damages and or equitable relief may be sought. The Disclosing Parties shall be entitled to all remedies available by law.
- 5.5. Any dispute that might arise concerning this Agreement shall be settled amicably. If this is not possible, the Parties hereby submit any dispute relating to the exclusive jurisdiction of the courts of Athens, Greece.
- 5.6. This Agreement shall be governed by and construed in accordance with the laws of Greece.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date stated above.

FOR **The Institute of Communication and Computer Systems**, represented by, Director

FOR [Institution], represented by

[Name Surname], [Position]

Done at [Place] on [Date]

Read and understood by the Recipient Scientist, [Name Surname], [Position]

APPENDIX 1

The smarty4covid dataset includes audio files of crowdsourced breathing and coughs of anonymous users along with their age, sex, weight, height, medical history, vital signs, COVID-19 related symptoms, smoking habits, vaccination status and test results for covid-19, as declared by the users.