

## Data Use Agreement

This Data Use Agreement (the “Agreement”) is made as of May 1, 2020 (the “Effective Date”) by and between Ohio University, having an address at 340 West State Street, Athens, Ohio 45701 (“OHIO”), and Board of Trustees of the University of Illinois having an address at 1901 South First Street, Suite A, Champaign, IL 61820 (“INSTITUTION” or “Recipient”) on behalf of its employee Zeynep Madak-Erdogan (“Principal Investigator”) for Data that may be provided under the terms of this Agreement.

1. Data. The study data to be furnished by OHIO to Recipient consists of the items listed in Exhibit A to this Agreement, all of which are fully de-identified in accordance with 45 CFR 164.514(b) (the “Data”). OHIO retains ownership of the Data.
2. Permitted Uses. Recipient shall use the Data solely for teaching or not-for-profit research purposes by the Principal Investigator at INSTITUTION (“Research”). Any other use of the Data is prohibited. Recipient further agrees that there shall be no attempt to reidentify any of the Data.
3. No Disclosure. Except as OHIO shall authorize in writing, the Recipient shall not disclose or distribute the Data to any other person or organization, other than those individuals affiliated with and working within INSTITUTION (the “Recipients”). Recipient shall refer to OHIO any other requests for access to the Data from anyone other than such individuals working under the Principal Investigator.
4. Safeguards and Notification. The Recipient shall use appropriate administrative, technical and physical safeguards to ensure the confidentiality and security of the Data and to prevent any unauthorized use or disclosure of the Data. The Recipient shall immediately report to OHIO any unauthorized use or disclosure of which Recipient becomes aware.
5. Intellectual Property; Limitations on Commercial Use.
  - (a) INSTITUTION agrees that it shall not apply or file for any intellectual property protection, including without limitation, copyright or patent protection, in any jurisdiction, for the Data without the express prior written permission of OHIO.
  - (b) Recipient is expressly prohibited from making any profit-making or commercial use of the Data, whether alone or in collaboration with any party, without express prior written permission of OHIO.
6. Publication. Recipient may publish the results of the Research using the Data without further permission from OHIO. In any such publication, Recipient agrees to acknowledge OHIO as the source of the Data.
7. No Warranties; Limitation of Liability. THE DATA IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE DATA WILL NOT INFRINGE OR VIOLATE ANY PATENT, COPYRIGHT, TRADEMARK OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

EACH PARTY AGREES TO BE RESPONSIBLE FOR ANY NEGLIGENT ACTS OR NEGLIGENT OMISSIONS BY OR THROUGH ITSELF OR ITS AGENTS AND EMPLOYEES AND EACH PARTY FURTHER AGREES TO DEFEND ITSELF AND THEMSELVES, AND PAY ANY JUDGMENTS AND COSTS ARISING OUT OF SUCH NEGLIGENT ACTS OR NEGLIGENT OMISSIONS, AND NOTHING IN THIS AGREEMENT SHALL IMPUTE OR TRANSFER ANY SUCH RESPONSIBILITY FROM ONE TO THE OTHER.

8. Compliance with Law. Recipient agrees to use the Data in compliance with all applicable federal, state and local laws, rules and regulations.

9. Termination of Agreement.

(a) This Agreement shall be effective on the Effective Date set forth above and shall continue for as long as Recipient retains the Data, unless otherwise terminated in accordance with Section 9 of this Agreement.

(b) This Agreement shall terminate automatically upon any use of the Data by Recipient in violation of this Agreement. Upon such termination, Recipient shall return or dispose of all Data as directed by OHIO. If terminated in this manner Recipient may not publish any of the results from use of the Data.

(c) Recipient may terminate this Agreement at any time upon notice to OHIO, provided, however, that such termination shall not modify in any way Recipient's obligations under this Agreement. Upon such termination, Principal Investigator shall return or dispose of all Data as directed by OHIO.

10. Notices. Any notice required or permitted under this Agreement shall be effective only if given in writing and delivered by one party to the other by personal service, by US Mail or by electronic mail.

To OHIO:

Ohio University  
Stocker 321D  
Athens, OH 45701  
Attn: Cynthia Marling

For legal notices, with a copy to:

Office of Legal Affairs  
160 West Union Street Office Center, Suite 150  
Athens, OH 45701

To INSTITUTION:

The Carl R. Woese Institute for Genomic Biology, UIUC  
1206 West Gregory Drive  
Champaign, IL 61820  
Attn: Zeynep Madak-Erdogan

For legal notices, with a copy to:  
Board of Trustees of the University of Illinois  
Sponsored Programs Administration  
1901 South First Street, Suite A  
Champaign, IL 61820  
Attn: Avijit Ghosh

11. Miscellaneous.

(a) No modification of this Agreement may be executed between the parties with respect to the subject matter hereof without formal written amendment of this Agreement signed by duly authorized representatives of both parties.

(b) Waiver by either party or a breach of any provision of, or right under, this Agreement shall not operate or be construed as a waiver of any other or subsequent breach of the same provision or right, or of any other provision or right under this Agreement.

(c) Recipient's obligations under this Agreement may not be assigned, subcontracted, or transferred without the prior written consent of an authorized representative of the OHIO.

(d) Neither party will use the name, symbols, trademarks or derivative thereof of the other party or its employees, contractors or affiliates in any advertisement, press release or other publicity, or in a publication, without prior written approval of the other party, unless otherwise permitted according to this Agreement.

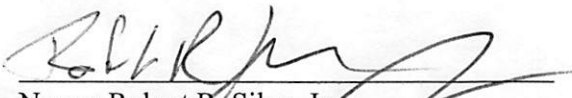
(e) If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provision that can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable.

(f) This Agreement, including its exhibits, all of which are hereby incorporated herein, contains the entire understanding of the parties hereto, supersedes all previous oral or written understandings, representations, or agreements to the extent that they relate to the subject matter hereof.


(g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or scanned signatures are deemed equivalent to original signatures for purposes of this Agreement.


IN WITNESS WHEREOF, authorized individuals from OHIO and INSTITUTION have executed this Agreement as of the Effective Date.

**OHIO**

By:   
Name: Robert R. Silva, Jr.  
Title: Director, Technology Transfer Office

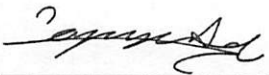
**INSTITUTION**

By:   
Name: Avijit Ghosh  
Title: Comptroller

  
Robin Beach  
Director & Comptroller Delegate

**Principal Investigator**

While not a party to this Agreement, I acknowledge that I have read this Agreement and understand my obligations as an employee of INSTITUTION:

  
Name: Zeynep Madak-Erdogan

## **EXHIBIT A**

### Description of Data:

- Time-stamped numerical signals from physiological and continuous glucose monitoring (CGM) sensors
- Time-stamped insulin dosage and carbohydrate count data
- Numerical attributes of life events, such as sleep and wake-up times