

**CeMM Research Center for Molecular Medicine of the Austrian Academy of Sciences &  
The Royal Bournemouth and Christchurch Hospitals, NHS Foundation Trust**

**DATA ACCESS AGREEMENT**

This agreement governs the terms on which access will be granted to epigenome and transcriptome profiling data of chronic lymphocytic leukemia patients, which are available through the European Genome-phenome Archive (EGA) and provided by the CeMM Research Centre for Molecular Medicine of the Austrian Academy of Sciences as well as the Royal Bournemouth and Christchurch Hospitals, NHS Foundation Trust.

In signing this agreement, You are agreeing to be bound by the terms and conditions of access set out in this agreement. The terms of access set out in this agreement apply both to the User and the User's Institution (as defined below). User Institution and User are referred to within the agreement as "You" and "Your".

**Definitions:**

- Data means all and any human genetic data (including genome, epigenome, transcriptome, and other large-scale data types and derived data) and phenotype data obtained from the EGA.
- Data Subject means a person whose data is being shared with informed consent / ethical approval by the relevant ethics commission or institutional review board.
- Data Provider means the CeMM Research Centre for Molecular Medicine of the Austrian Academy of Sciences as well as the Royal Bournemouth and Christchurch Hospitals, NHS Foundation Trust.
- EGA means the European Genome-phenome Archive, a permanent archive of controlled access data generated for biomedical research and deposited to enable data sharing. The EGA is described on the website <http://www.ebi.ac.uk/ega>.
- User means a researcher whose User Institution has previously completed this Data Access Agreement and has received acknowledgement of its acceptance.
- User Institution means the organisation at which the User is employed, affiliated or enrolled.

**Terms and Conditions:**

In signing this Agreement:

1. You agree to use the Data only for research in the areas of biology and medicine.
2. You agree to preserve, at all times, the confidentiality of information and 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.

3. 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 programme 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.
4. You agree to use the data for the approved purpose and project described in your application; use of the data for a new purpose or project will require a new application and a new approval.
5. You accept that the providers and the funders of the Data or any part of the Data:
  - a) bear no legal responsibility for the accuracy or comprehensiveness of the Data; and
  - b) accept 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.
6. You understand 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 may not be permitted.
7. You accept that this agreement will terminate immediately upon any breach of this agreement by You. Upon termination You will be required to promptly destroy any Data held.
8. You accept that it may be necessary for the Data Provider or its appointed agents to alter the terms of this agreement from time to time in order to address new concerns. In this event, the EGA or its appointed agent will contact You to inform You of any changes and You agree that Your continued use of the Data shall be dependent on the parties entering into a new version of the Agreement.
9. You accept that the Data may be protected by and subject to laws and regulations, including but not limited to applicable laws on the protection of personal data, and that You are responsible for ensuring compliance with any such applicable law. You undertake to implement or have implemented adequate technical and organizational security measures to protect the Data.

**For and on behalf of User:**

**Project Title:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name of  
Applicant(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of  
Applicant(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**For and on behalf of User Institution:**

**Name of Institution:** \_\_\_\_\_

**Name of Legal  
Representative:** \_\_\_\_\_

**Signature of Legal  
Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

WHEN SUBMITTING THIS DOCUMENT, PLEASE INCLUDE ALL PAGES OF THE AGREEMENT WITH THIS SIGNATURE PAGE.