

DECIPHER DATA DISPLAY AGREEMENT

This Data Display Agreement governs the terms of access to the managed access datasets generated by the DECIPHER consortium (the “Data” as defined below). In signing this agreement, you agree to be bound by the terms and conditions of access set out therein. For the sake of clarity, the terms of access set out in this agreement apply to the User and to the User Institution(s) (as defined below).

Definitions

Data: The managed access datasets of the DECIPHER consortium.

Data Producer(s): The DECIPHER consortium members responsible for the development, organisation, and oversight of the Data.

Research Participant: An individual having contributed data for research purposes.

User: An applicant, having signed this Data Display Agreement, whose User Institution has co-signed this Data Display Agreement, both of them having received acknowledgement of its acceptance.

User Institution(s): Institution(s) at which the User is employed, affiliated or enrolled. A representative of it has co-signed this Data Display Agreement with the User and received acknowledgement of its acceptance.

Terms and Conditions:

In signing this agreement:

1. The User and the User Institution(s) agree to only use the Data for presentation on a browser display or for inclusion in their own proprietary software for distribution to third parties. The User and the User Institution(s) agree to take all reasonable care to encrypt any Data in any software, to render bulk download of the Data unfeasible, and not to provide access to the Data for more than one genomic region at a time (e.g., it should not be possible to download or analyse *via* Marts, table browsers, APIs etc.).
2. The User and the User Institution(s) are allowed to display individual DECIPHER features on browser display, e.g., as a track on a display of a genomic region, subject to the description associated with any such display clearly notifying users of the following:

Data Display Agreement Notice

These data are only available for display in the Browser, and not for bulk download. Access to bulk data may be obtained directly from DECIPHER (<http://decipher.sanger.ac.uk/datasharing/>) and is subject to a Data Access Agreement, in which the user certifies that no attempt to identify individual patients will be undertaken. The same restrictions apply to the public data displayed [at hosting institution] or [in this browser]: no one is authorized to attempt to identify patients by any means.

This data is made available as soon as possible and may be a pre-publication release. For information on the proper use of DECIPHER data, please see <http://decipher.sanger.ac.uk/datasharing/>

The DECIPHER consortium provides these data in good faith as a research tool, but without verifying the accuracy, clinical validity or utility of the data. The DECIPHER consortium, makes no warranty, express or implied, nor assumes any legal liability or responsibility for any purpose for which the data are used.

3. This agreement does not authorize the User or the User Institution(s) to make use of the Data in any way other than uses described in sections 1 and 2. If the User also wishes to carry out research analysis of the Data, they must additionally apply for access under the Decipher Data Access Agreement.

4. Subject to its use for the authorised purposes described in sections 1 and 2 of this agreement, the User and the User Institution(s) agree to preserve, at all times, the confidentiality of the Data. In particular, they undertake not to use, or attempt to use the Data to compromise or otherwise infringe the confidentiality of information on Research Participants.

5. The User and the User Institution(s) agree not to link or combine the Data to other information or archived data available in a way that could re-identify the Research Participants, even if access to that data has been formally granted to the User and the User Institution(s), or is freely available without restriction.

6. Subject to its use for the authorised purposes described in sections 1 and 2 of this agreement, the User and the User Institution(s) agree not to transfer or disclose the Data, in whole or part, or any material derived from the Data, to anyone, except as necessary for data safety monitoring, national audits or programme management.

7. The User and the User Institution(s) agree that Genome Research Limited, the Data producers, and all other parties involved in the creation, funding or protection of the Data: a) make no warranty or representation, express or implied as to the accuracy, quality or comprehensiveness of the Data; b) exclude to the fullest extent permitted by law all liability for actions, claims, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by the Recipient that may arise (whether directly or indirectly) in any way whatsoever from the Recipient's use of the Data or from the unavailability of, or break in access to, the Data for whatever reason and; c) bear no responsibility for the further analysis or interpretation of these Data.

8. The User and the User Institution(s) agree to destroy/discard the Data held, once it is no longer used for the purposes described in this agreement, unless obligated to retain the data for archival purposes in conformity with national audits or legal requirements.

9. The User and the User Institution(s) will notify the Data Producer(s) as soon as they become aware of a breach of the terms or conditions of this agreement.

10. The User and the User Institution(s) accept that this agreement may terminate upon any breach of this agreement from the User or the User Institution(s). In this case, The User and the User Institution(s) will be required to destroy/discard any Data held, including copies and backup copies. This clause does not prevent the User and the User Institution(s) from retaining the data for archival purpose in conformity with national audits or legal requirements.

11. The User and the User Institution(s) accept that it may be necessary for the Data Producer(s) or their appointed agent to alter the terms of this agreement from time to time. In this event, the Data Producer(s) or their appointed agent will contact the User and the User Institution(s) to inform them of any changes.

12. If requested, the User and the User Institution(s) will allow data security and management documentation to be inspected to verify that they are complying with the terms of this agreement.

13. This agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of this agreement or its formation) shall be construed, interpreted and governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

I have read and agree to abide by the terms and conditions outlined in the Data Display Agreement.

Applicant/User:

Name _____ (block letters)

Title and position _____

Institution _____

Signature _____

Authorized institutional representative for User Institution:

Name _____ (blocks letters)

Title and position _____

Institution _____ (name of legal entity) Signature _____

Authorized representative of the Data Producer(s):

Name _____ (block letters)

Signature _____ Approval number _____

Once completed and signed please send a copy electronically to decipher@sanger.ac.uk; paper copies should be sent by post to:

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