

DATA ACCESS AGREEMENT

This agreement governs the terms on which access will be granted to the genotype data generated by Institute of Molecular and Clinical Ophthalmology Basel (IOB), Mittlere Strasse 91, 4031 Basel, Switzerland, and Novartis Pharma AG Lichtstrasse 35, 4056 Basel, Switzerland (together “Data Controllers”).

In signing this agreement, You are agreeing 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 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” shall be construed accordingly.

Definitions:

Data means all and any human genetic data of the Data Controllers you may access from the data base of the European Genome-phenome Archive (EGA).

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 whose *User Institution* has previously completed this Data Access Agreement 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 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 the advancement of medical research.

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. Should You wish to share the Data with a third party, that third party must make a separate application for access to the Data.
4. You agree to acknowledge in any work based in whole or part on the Data, the published paper from which the Data derives, the version of the data, and the role of the Data Controllers and the relevant primary collectors and their funders.
5. You accept that the Data Controllers 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 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.
7. You recognize that nothing in this agreement shall operate to transfer to the User Institution any intellectual property rights relating to the Data. The User Institution has the right to develop intellectual property based on comparisons with their own data.
8. You accept that this agreement will terminate immediately upon any breach of this agreement by You and You will be required to destroy any Data held.
9. You accept that it may be necessary for the Data Controllers or its appointed agent to alter the terms of this agreement from time to time in order to address new concerns. In this event, the Data Controllers 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.

10. You accept that the Data is subject to laws for data protection and to rights granted thereunder to the Data Subject and that You are responsible for ensuring compliance with any such applicable law and rights claimed thereunder by the Data Subject. The Data Controllers Data Access Committee reserves the right to request and inspect data security and management documentation to ensure the adequacy of data protection measures in countries that have no national laws comparable to that which pertain in the EEA.
11. This agreement shall be construed, interpreted and governed by the laws of Switzerland and shall be subject to the jurisdiction of the Courts Basel-Stadt.

For and on behalf of User:

Name of Applicant(s):

Signature of Applicant(s):

Date:

For and on behalf of User Institution:

Signature of Institutional or Administrative Authority:

Print name:

User Institution:

Date:

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