

## Genome Asia 100K (GA100K)

### DATA ACCESS AGREEMENT

This agreement governs the terms on which access will be granted to the genotype data obtained from Genome Asia 100K (“GA100K”).

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:

*GA100K* means Genome Asia 100K consortium.

*Data* means all and any human genetic data obtained from GA100K.

*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 organization at which the User is employed, affiliated or enrolled.

*GA100k Data Access Committee* means members of the GA100k organization that is responsible for making the data access decisions for the genotype data generated by GA100k.

#### Data Sets:

VCF files for 1163 individuals from this study are available.

#### Terms and Conditions:

In signing this Agreement:

1. You agree to use the Data only for the advancement of medical research, in accordance with the consent obtained from sample donors.
2. You agree not to use the data for the creation of products for sale or for any commercial purpose.

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3. You agree to preserve, at all times, the confidentiality of information and Data pertaining to Data Subjects. In particular, you will not undertake to use, or attempt to use the Data to compromise or otherwise infringe the confidentiality of information on Data Subjects or their right to privacy.
4. You agree not to attempt to link the data provided under this agreement to other information or archive data available for the data sets provided, even if access to that data has been formally granted to you, or it is freely available without restriction, without specific permission being sought from the relevant access committees.
5. 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 program management. Should You wish to utilize the Data in collaboration with an investigator at an institution different from Your own, a separate application for access to the Data must be made.
6. 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 approval.
7. shall be free to publish the results of the research using the Data for the approved purpose. You agree to acknowledge the use of data generated by GA100k in any such publication.
8. You accept that GA100k:
  - a. bears no legal responsibility for the accuracy or comprehensiveness of the Data; and
  - b. accepts 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.
9. 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.
10. 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 the comparisons with their own data.
11. 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.
12. You agree that You will submit a report to the GA100k Data Access Committee, if requested, on completion of the agreed purpose. The GA100k Data Access Committee agrees to treat the report and all information, data, results, and conclusions contained within such report as confidential information belonging to the User Institution.
13. You agree to use the Data in accordance with all applicable laws, including but not limited to applicable data privacy laws. The GA100k Data Access Committee reserves the right to request and inspect data security and management documentation to ensure the adequacy of data protection measures.

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For and on behalf of User:

Applicant Name: \_\_\_\_\_ Applicant Signature: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Applicant Signature: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Applicant Signature: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Applicant Signature: \_\_\_\_\_

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

For and on behalf of User Institution:

Signature of  
Institutional or  
Administrative  
Authority: \_\_\_\_\_

Print name: \_\_\_\_\_

User Institution: \_\_\_\_\_

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

For GA100K:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date