**CHOCOGEN RESEARCH PROJECT**

**DATA ACCESS AGREEMENT**

**This agreement governs the terms on which access will be granted to the genotype data generated by the ChocoGen Research Project.**

**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:**

*Consortium* means The ChocoGen Research Project, a group of investigators and collaborating institutions as shown on the project webpage: <http://chocogen.com>. *Data* means all and any human genetic data obtained from the Consortium.

*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 who 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.

**Terms and Conditions:**

In signing this Agreement:

1. You agree to use the Data only for the advancement of research, according to the consent obtained from sample donors.
2. You agree not to use the Data or any part thereof for the creation of products for sale or for any commercial purpose.
3. You agree to preserve, at all times, the confidentiality of information and the Data pertaining to the 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.
4. You agree not to attempt to link the Data provided under this agreement to identifiable information or archive data available for the Data Subjects provided, even if access to that data has been formally granted to you, or it is freely available without restriction.
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 share the Data with a collaborator outside the same Institution, the third party must make a separate application for access to the Data.
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. A new purpose includes, but not limited to, studying a disease, cohort, or sequencing/genotyping strategy not explicitly specified in the Data Access Form.
7. You agree that any use of the Data for studies directly competing with ChocoGen investigators, as reflected Your the Data Access application, would be done in collaboration with the relevant investigator(s).
8. You agree not to use the Data for the stigmatization, defamation, or denigration of any ethnic or cultural group. You agree to comply with the standards of scientific inquiry and integrity if using the Data to pursue questions of potential political or cultural sensitivity.
9. You accept that the Data will be reissued from time to time, with suitable versioning. If the reissue is at the request of sample donors and/or other ethical scrutiny, You will destroy earlier versions of the Data.
10. You agree to abide by the terms outlined in the Consortium 'Publications Policy' as set out in Schedule 1.
11. 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 Consortium and the relevant primary collectors and their funders. Suitable wording is provided in the Publications Policy given in Schedule 1.
12. You accept that the Consortium, the original data creators, depositors or copyright holders, or the funders of the Data or any part of the Data supplied:
13. bear no legal responsibility for the accuracy or comprehensiveness of the Data; and
14. 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.
15. 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.
16. You recognize that nothing in this agreement shall operate to transfer to the User Institution any intellectual property rights relating to the Data.
17. 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.
18. You accept that it may be necessary for the Consortium 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 Consortium 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.
19. You accept that the Data is protected by and subject to international laws, including but not limited to the US Health Insurance Portability and Accountability Act of 1996, and that You are responsible for ensuring compliance with any such applicable law. The Consortium 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 EAA.

**SCHEDULE 1**

**Publications Policy**

The ChocoGen research project was initiated to facilitate genetic studies of a predominantly Afro-Colombian population. The project has the joint aims of (1) characterizing the genetic ancestry of the population of Chocó, Colombia and (2) exploring the relationship between ancestry and genetic determinants of health and disease in the region. Researchers from the ChocoGen project are using comparative analysis of genome sequences sampled from the population of Chocó to characterize its patterns of genetic ancestry and admixture among ancestral populations from Africa, Europe and the Americas, and to uncover connections between genetic ancestry and population health disparities.

The Consortium anticipates that data generated from the ChocoGen Research Project will be used by others for human population and clinical genetic studies. Authors who use data from the project must acknowledge the project using the following wording "This study makes use of data generated by the ChocoGen Research Project.” Authors who publish articles that make use of data from the project should cite the papers:

Medina Rivas, M.A., Norris, E.T., Rishishwar, L., Conley, A.B., Medrano Trochez, C., Valderrama-Aguirre, A., Vannberg, F.O., Mariño-Ramírez, L., and Jordan, I.K., 2016. El Chocó Colombia: a hotspot of human biodiversity. Rev. Biodivers. Neotrop. 6: 45-54

Conley, A.B., Rishishwar, L., Norris, E.T., Valderrama-Aguirre, A., Mariño-Ramírez, L., Medina-Rivas, M., Jordan, I.K., 2017. A comparative analysis of genetic ancestry and admixture in the Colombian populations of Chocó and Medellín. G3: Genes, Genomes, Genetics. 7: 3435-3447.

**For and on behalf of User:**

**Name of**

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

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**Applicant**

**Institutional**

**Affiliation(s):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Signature of**

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

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

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