**RESEARCH DATA USE AGREEMENT**

**For Disclosure of Data Set**

 This Data Use Agreement is entered into effect at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Full Name”) between the Brazilian Initiative on Precision Medicine (BIPMed) platform a joint effort of Research, Innovation and Dissemination Centers (RIDCs) supported by the São Paulo Research Foundation (FAPESP) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Data Recipient”) with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Address”).

 By the agreement BIPMed platform decides to disclose a Limited Data Set (as defined below), which was deposited at its genomic database to data recipient for use by data recipient in performing the activities described below. Data recipient agrees to limit its use of the Limited Data Set and protect the Limited Data Set according to the terms and conditions of this agreement, and all applicable requirements and the privacy rule as defined below.

The parties agree as follows:

1. **CONDITIONS OF LIMITED DATA SET DISCLOSURE**

For purposes of this Agreement, the Limited Data Set shall consist of the following “Limited Data Set” (please select a type):

[ ]  Golden Pass: CRAM files from individuals

[ ]  Silver Pass: VCF file with individuals - flag PASS filter

Disclosure of Limited Data Set.

1. BIPMed declares that it has the right to disclose the Limited Data Set referred to under this Agreement.
2. BIPMed agrees to disclose the Limited Data Set to Data Recipient solely for use in connection with Data Recipient’s plan as follows: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Please, enter the name of your project)**
3. Data Recipient agrees that it shall not use the Limited Data Set for any other purpose, including any additional purpose that leads to public dissemination of derived information or any purpose that might interfere with the study group’s overall interests.
4. **OBLIGATIONS OF DATA RECIPIENT**.

Data recipient, shall not use or disclose the Limited Data Set except as permitted under the terms of this Agreement, this includes making it public or forwarding to a third party. Data recipient shall use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as permitted under this Agreement. Data recipient agrees not to use the Limited Data Set in such a way as to identify any individual.

1. **TERM AND TERMINATION**.

The term of this Agreement shall be ONE year commencing on the effective date as recorded in this Agreement. After the termination of this agreement, Data recipient agrees to destroy all copies of Limited Data set. This Agreement can be renewed, depending on negotiations between both parties (BIPMed and Data Recipient).

1. **OBLIGATIONS OF BIPMED AND PAYMENT OF ASSOCIATED COSTS**

BIPMED agrees to facilitate access by Data recipient to the Limited Data Set. Data recipient agrees to pay all reasonable costs necessary to prepare and transfer the Limited Data Set.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year set forth above.

**Authorized person by the institution Authorized person by BIPMed**

**depositing the data**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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