Letter of Understanding
between
The University of California, Davis
and
The Universidad de la República

This Letter of Understanding ("Agreement") is made between The Regents of the University of California on behalf of its Davis campus ("**UC- Davis**"), and **an approved participant ("Participant") as identified in the signature block below,** participating in the **Latin America Genomics of Breast Cancer (LAGENO-BC) Consortium** as described in Schedule 1 and the "**Confluence Project**" as described in Schedule 2 of this Agreement (hereinafter UC-Davis and Participant are referred to together as the "**parties**" and individually a "**party**"). The parties agree as follows:

Purpose

1. This Agreement is made by and between the parties to:

    a) establish the broad terms under which samples (whether DNA or human tissue) ("Human Material") will be transferred to UC-Davis for genotyping and/or sequencing;

    AND/OR

    b) establish the broad terms under which raw data (phenotype, genotype, and other clinical data) ("Raw Data") will be transferred to UC-Davis' secure cloud-hosted Confluence Project data platform for quality control (QC) and data cleaning; AND/OR to a secure server hosted by UC-Davis.

    c) enable UC-Davis to transfer or provide access to: (1) Raw Data, (2) the data generated from the genotyping or sequencing of Human Material under point a) above ("Genotype/Sequencing Data") (as appropriate), and (3) other data/results generated and/or contributed by participants in the Confluence Project (together, "Confluence Data") to a third party engaged in Confluence Project research aims as described in the attached Schedule 2.

2. By way of this Agreement the parties will:

    a) establish the terms under which Human Material and/or Raw Data **will be transferred to UC-Davis** – the LAGENO-BC Material/Data Transfer Agreement attached hereto as Schedule 3.

    b) establish the terms by which **UC-Davis will disseminate** Confluence Data, pursuant to the research aims in Schedule 2, using the Confluence Data Transfer Agreement ("Confluence DTA") attached hereto as Schedule 4.

3. In signing this Letter of Understanding, **Participant** agrees to:

    a) transfer Human Material and/or Raw Data to UC-Davis using the LAGENO-BC M/DTA.

    b) formally approve the terms of the Confluence DTA, as written, to enable UC- Davis to grant access to approved third parties under standard terms and conditions.

4. The LAGENO-BC M/DTA (attached Schedule 3):

    Further to the above, it is understood that the LAGNO-BC M/DTA for Human Material and/or Raw Data provided by **Participant** may be separate, distinct, and varied. It is intended that in some cases, the National Cancer Institute's Cancer Genomics Research Laboratory (NCI/CGR) will generate Genotyping/Sequencing Data from the Human Material provided directly to the NCI by Participant. Accordingly, the resulting genotyping files/information will be deposited by NCI to a secure cloud-hosted LAGENO database (or another agreed mode of data transfer) after quality control (QC) procedures are completed and also harmonize that data into the Confluence database.

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5. The Confluence DTA (attached Schedule 4):

   a. In coordinating access to the Confluence database, and otherwise prior to using any of the Confluence Data, UC-Davis shall follow the instructions of the LAGENO Data Access Coordinating Committee ("LAGENO DACC") or any future equivalent governing body established by UC-Davis and the Originator(s) (as defined below). Requests for access to Confluence Data ("Research Study") will be approved by the LAGENO DACC in consultation with the institution's lead investigator who, under a separate agreement, provided and/or generated the Raw Data (the "Originator") that is being requested.

   b. Once a Research Study has been approved by the LAGENO DACC and the Originator, as appropriate, UC-Davis shall issue the Confluence DTA with the requesting third party(ies) and grant access to the relevant Raw Data on behalf of the Originator and/or the Confluence Data, without further reference to the Originator except as required under the Confluence DTA.

Effective Period of the Letter of Understanding

6. The effective period of this Letter of Understanding shall be from the point of transfer of any Human Material and/or Raw Data, whether before, on or after execution of this Agreement and survive until termination of this Agreement.

7. This Agreement may be terminated by a party for any reason by providing written notice to the other party at least thirty (30) days prior to the desired termination date. Upon termination, UC-Davis shall destroy all Human Materials and Raw Data provided by the Originator that is exempt from the NIH Genomic Data Sharing policy requirements.

Interpretation of Terms

8. If doubt arises in respect of the interpretation of the provisions of this Agreement or if there are problems in respect of matters not prescribed therein, both parties shall consult with each other via the LAGENO DACC in good faith and settle them amicably in the spirit of this Agreement. The final interpretation and authority to decide shall rest with the LAGENO DACC.

This Agreement shall be executed by and between UC- Davis and **Participant**, by a duly authorized official of each institution. This Agreement shall be considered fully executed when signed by both parties.

SIGNATURES FOLLOW

Universidad de la República
18 de Julio 1824, 11200
Montevideo, Uruguay

ALVARO HUGO RICO FERNANDEZ
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By:_____
Name: Álvaro Rico
Title: President
International Relations Service
Date:_____

The Regents of the University of California on behalf of its Davis Campus

DocuSigned by:
Robin L Stears
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By:_____
Name: Robin L. Stears, Ph.D, MBA
Title: Associate Director
UC Davis InnovationAccess
Date: 12/10/2020

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Schedule 1 – Description of the LAGENO-BC Consortium

The Latin American Genomics of Breast Cancer Consortium (LAGENO-BC) aims to build a large research resource of Latin American breast cancer cases and cancer-free controls including individuals from different countries and genetic ancestry proportions in order to study the Latino-specific genetic architecture of breast cancer risk and survival. An additional goal of the consortium is to facilitate tumor genomics research collaborations between investigators that have access to patient tumor tissue. Specific proposal will be submitted to the governing body of the consortium for evaluation and approval.

Initial specific aims of the consortium include:

1) to discover susceptibility loci and advance knowledge of etiology of breast cancer overall and by subtypes, with particular emphasis on Latino-specific variation.
2) to develop polygenic risk scores and integrate them with known risk factors for personalized risk assessment for breast cancer overall and by subtypes, with particular emphasis on the generalizability of polygenic risk scores to Latinos of different ancestry proportion and country of origin.
3) to discover loci for breast cancer prognosis, long-term survival and response to treatment, with particular emphasis on ancestry-specific associations.

In addition to the Specific Aims, this resource will also allow researchers to address a broad range of scientific questions and will serve as the basis for further studies that might require the collection of additional data.

The LAGENO-BC data will be shared with investigators performing research studies through an approval process controlled by the LAGENO Data Access Coordinating Committee ("LAGENO DACC") or any future equivalent governing body.

Schedule 2 – Description of the Confluence Project

The Confluence Project is a research project to build a large resource of data to study the genetic architecture of breast cancer. This will be accomplished by building the resource with over 300,000 cases and over 300,000 controls of different ancestries with existing and new genome-wide genotyping data to be generated through the Confluence Project.

Specific aims:

1) To discover susceptibility loci and advance knowledge of the etiology of breast cancer overall and by subtypes;
2) to develop polygenic risk scores and integrate them with known risk factors for personalized risk assessment for breast cancer overall and by subtypes;
3) to discover loci for breast cancer prognosis, long-term survival, response to treatment, and secondary breast cancer.

In addition to the Specific Aims, this resource will also allow researchers to address a broad range of scientific questions and will serve as the basis for further studies that might require the collection of additional data.

Confluence Data will be shared with investigators performing research studies through an approval process controlled by the LAGENO Data Access Coordinating Committee ("LAGENO DACC") or any future equivalent governing body.

Schedule 3 to LAGENO-BC LoU
MATERIAL/DATA TRANSFER AGREEMENT

This Agreement is made to memoralize the transfer of de-identified blood/buccal, other human tissue samples or existing DNA ("MATERIAL") and/or de-identified phenotype data, existing genome-wide genotyping data, and/or other clinical data ("RAW DATA"). The PROVIDER asks that the RECIPIENT agree to the following before the RECIPIENT recieves the MATERIAL and/or RAW DATA. The PROVIDER and the RECIPIENT shall be collectively referred to as PARTIES or individually as PARTIES.

RECIPIENT
The Regents of the University of California on behalf of its Davis campus
UC Davis Innovation*Access*
1850 Research Park Drive, Suite 100
Davis CA 95618-6134
Email : mta@ucdavis.edu

PROVIDER
Universidad de la República
Av. 18 de Julio 1824
11200 Montevideo, Uruguay

Approved IRB ProtocolTitle: Ancestría genética y riesgo de cáncer de mama en una población mestizada latinoamericana de Uruguay

1. The MATERIAL and/or RAW DATA is the property of the PROVIDER and is made available as a service to the research community.

2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS and/or THE RAW DATA IS NOT TO BE USED TO TREAT OR DIAGNOSE HUMAN SUBJECTS
3. The MATERIAL and/or RAW DATA will be used for not-for-profit research purposes only. MATERIAL and/or RAW DATA will be used by the RECIPIENT SCIENTIST solely in connection with the research projects approved by the LAGENO Data Access Coordinating Committee (LAGENO DACC) including LAGENO-BC research projects (APPENDIX A) and the Confluence Project (APPENDIX B). RECIPIENT agrees to supply the PROVIDER with copies of experimental results obtained from the use of the MATERIAL and/or RAW DATA.

4. The RAW DATA and any genotyping results generated by NCI (as part of the Confluence Project) will be further distributed to others pursuant to the process described in Appendix A of this Agreement. The MATERIAL will not be further distributed to others without the PROVIDER's written consent.

5. Any MATERIAL and/or RAW DATA delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL AND/OR RAW DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. PROVIDER HEREBY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF THAT THE MATERIAL OR RAW DATA ARE ACCURATE, FREE FROM ANY DEFECTS, OR OTHERWISE FIT FOR ANY GENERAL OR SPECIFIC PURPOSE.

No indemnification for any loss, claim, damage, or liability is intended or provided by any party under this agreement. Each party shall be liable for any loss, claim, damage, or liability that said party incurs as a result of said party's activities under this Agreement including acts or omissions in handling, storage, use, disposal, or transmission of the MATERIAL and/or RAW DATA.

6. The RECIPIENT agrees to use the MATERIAL and/or RAW DATA in compliance with all applicable statutes and regulations.

7. The MATERIAL and/or RAW DATA has been or will be collected from human subjects under an IRB (or equivalent) approved protocol, as appropriate.

8. Information will not be provided from the PROVIDER that could be used to determine an individual's identity, either alone or when combined with other personal or identifying information. RECIPIENT and RECIPIENT SCIENTIST agree to comply with all applicable statutes, regulations and ethical requirements to protect the identity and privacy of human subjects from whom the MATERIAL and/or RAW DATA was collected. If the MATERIAL and/or RAW DATA being provided is coded, the PROVIDER will not release, and the RECIPIENT will not request, the key to the code.

9. RECIPIENT will not contact or make any effort to identify individuals who are or may be the sources of the MATERIAL and/or RAW DATA without specific written approval from the PROVIDER.

10. All Confidential Information that is transferred between PROVIDER and RECIPIENT is subject to the following:

All information to be deemed Confidential under this Agreement shall be clearly marked "CONFIDENTIAL" by the Providing Party and maintained in confidence by the Receiving Party for a period of three (3) years from the date of disclosure. Any Confidential Information that is orally disclosed must be reduced to writing and marked "CONFIDENTIAL" by the Providing Partyand such notice must be provided to the Receiving Party within thirty (30) days of the oral disclosure.

For the purpose of this Agreement, Confidential Information includes any scientific or business data that a party asserts are confidential and proprietary, except for data that:

(a) is generated in the conduct of the Confluence Project (e.g., the genotyping results) ("Research Results");
(b) is publicly known, or available from other sources who are not under a confidentiality obligation to the source;
(c) has been made available by its owners without a confidentiality obligation;
(d) is otherwise already known by or available to the receiving party without a confidentiality obligation;
(e) is independently developed or acquired by the receiving party without reference to or reliance upon the Confidential Information; or
(f) is required to be disclosed by law, regulation or court order.

11. The PARTIES agree to work together to publish descriptions of their research findings and will use reasonable efforts to keep such descriptions confidential until published. NCI is obligated to abide by the NIH Genomic Data Sharing Policy (NOT-OD-14-124), dated August 27, 2014 ("GDS Policy"). As such, it is intended that the genotype data generated by NCI from the conduct of the Confluence Project and any associated phenotype data previously agreed by the PROVIDER will be made available to the research community for further research under the conditions specified by the GDS Policy.

12. This Agreement shall remain in force from the date of final signature of this Agreement and as long as the LAGENO-BC consortium is active.

13. When Genotyping through the Confluence Project is completed, any remaining MATERIAL will be destroyed or returned to the PROVIDER according to the PROVIDER's instructions.

SIGNATURES BEGIN ON THE NEXT PAGE.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign the Agreement. The PROVIDER will then send the MATERIAL and/or RAW DATA.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Provider Scientist: Dr. Bernardo Bertoni
Provider Organization: Facultad de Medicina. Universidad de la República.

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Signature of Authorized Official — Date
Name: Álvaro Rico
Title: President of the International Relations Service

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Scientist: Dr. Laura Fejerman

Recipient Organization: The Regents of the University of California on behalf of its Davis campus ("UC-Davis")

Certification of RECIPIENT SCIENTIST: I have read and understood the conditions outlined in this Agreement.

DocuSigned by: Laura Fejerman F4120493DD7040F...
RECIPIENT SCIENTIST — 12/10/2020 Date

DocuSigned by: Robin L Stears E4DB222079E9403...
Signature of Authorized Official — 12/10/2020 Date
Name: Robin L. Stears, Ph.D, MBA
Title: Associate Director
UC Davis InnovationAccess

DocuSigned by: Dianna Francis 8ACCBC09555F4DA...

Appendix A
LAGENO-BC Consortium

The Latin American Genomics of Breast Cancer Consortium (LAGENO-BC) aims to build a large research resource of Latin American breast cancer cases and cancer-free controls including individuals from different countries and genetic ancestry proportions in order to study the Latino-specific genetic architecture of breast cancer risk and survival. An additional goal of the consortium is to facilitate tumor genomics research collaborations between investigators that have access to patient tumor tissue. Specific proposal will be submitted to the governing body of the consortium for evaluation and approval.

Initial specific aims of the consortium include:

1) to discover susceptibility loci and advance knowledge of etiology of breast cancer overall and by subtypes, with particular emphasis on Latino-specific variation.
2) to develop polygenic risk scores and integrate them with known risk factors for personalized risk assessment for breast cancer overall and by subtypes, with particular emphasis on the generalizability of polygenic risk scores to Latinos of different ancestry proportion and country of origin.
3) to discover loci for breast cancer prognosis, long-term survival and response to treatment, with particular emphasis on ancestry-specific associations.

In addition to the Specific Aims, this resource will also allow researchers to address a broad range of scientific questions and will serve as the basis for further studies that might require the collection of additional data or materials.

Materials and Data sharing :
Participation in the LAGENO-BC consortium will include studies with cases of *in situ* or invasive breast cancer (females or males) that have (a) genome-wide genotyping data or germline DNA for genotyping (i.e., existing genome-wide genotyping data or germline DNA or blood/buccal samples for germline DNA isolation and genotyping); and (b) phenotype data minimally including case/control status, race/ethnicity and age at diagnosis. For existing genotype data, those data should have been generated using Illumina or Affymetrix chips; however, other sequencing methodologies may be considered.

For studies contributing MATERIAL for genotyping by the Confluence project, the resulting genotyping files/information will be deposited by NCI to a secure cloud-hosted LAGENO-BC database after quality control (QC) procedures are completed. NCI will have access to the secure cloud LAGENO-BC database for depositing Research Results, performing genotyping QC, including cross-consortia genotyping QC, and for performing imputation on existing and newly genotyped data.

UC-Davis will manage and harmonize RAW DATA that is contributed under this Agreement, either contributed directly to UC-Davis' LAGENO-BC data platform or by other agreed ways of RAW DATA transfer.

UC-Davis will manage further MATERIAL, RAW DATA or other data sharing with investigators performing research studies under the LAGENO-BC consortium through an approval process controlled by the LAGENO-BC DACC or any future equivalent governing body. The LAGENO-BC DACC will include representatives of the PROVIDERS of RAW DATA/MATERIAL.

The approval process is summarized herein and may be modified as needed and as agreed by the LAGENO-BC DACC:

- Researcher submits a study concept describing the project, including variables of interest through the LAGENO-BC data coordinating center at UC-Davis.
- The study concept is sent to the LAGENO-BC DACC for review.
- After approval by the LAGENO-BC DACC, the individual studies contributing data to the consortium are notified and given a time period to opt-out their study from the LAGENO-BC DACC-approved project.
- After the opt-out period has elapsed, the researcher's institution signs a LAGENO-BC Data Transfer Agreement ("LAGENO-BC DTA") with UC-Davis.
- Upon the execution of the LAGENO-BC DTA, the LAGENO-BC data coordinating center at UC Davis will be able to provide access to the approved data through the LAGENO-BC Data Platform or other agreed mechanism.

Contributions of the Parties in the Conduct of the LAGENO-BC Consortium:

UC-Davis will:

- Receive MATERIALS/RAW DATA from consortium studies
- Act as the LAGENO-BC data coordinating center to manage, harmonize, and govern MATERIALS/RAW DATA and Research Results from studies participating in the LAGENO-BC consortium

PROVIDER will:

- Provide MATERIAL/RAW DATA to UC Davis LAGENO-BC data coordinating center

Appendix B
CONFLUENCE RESEARCH PROJECT

The Confluence Project is a research project to build a large resource of data to study the genetic architecture of breast cancer. This large research resource will be composed of raw data and data/results generated and/or contributed by participants in the Confluence Project (together, "Confluence Data"). This will be accomplished by building the resource with over 300,000 cases and over 300,000 controls of different ancestries with existing and new genome-wide genotyping data to be generated through the Confluence Project.

Specific aims:

1) To discover susceptibility loci and advance knowledge of the etiology of breast cancer overall and by subtypes.
2) To develop polygenic risk scores and integrate them with known risk factors for personalized risk assessment for breast cancer overall and by subtypes.
3) To discover loci for breast cancer prognosis, long-term survival, response to treatment, and secondary breast cancer.

In addition to the Specific Aims, this resource will also allow researchers to address a broad range of scientific questions and will serve as the basis for further studies that might require the collection of additional data or materials.

Experimental Plan:
Participation in the Confluence Project will include studies with cases of *in situ* or invasive breast cancer (females or males) with: (a) genome-wide genotyping data or germline DNA for genotyping (i.e., existing genome-wide genotyping data or germline DNA or blood/buccal samples for germline DNA isolation and genotyping); and (b) phenotype data. For existing genotype data, those data should have been generated using Illumina or Affymetrix chips; however, other sequencing methodologies may be considered. For MATERIAL, the National Cancer Institute's Cancer Genomics Research Laboratory (NCI/CGR) will conduct genotyping analyses.

The PROVIDER will send MATERIAL directly to:
ATTN: Amy Hutchinson
Phone: 240-760-6496
E-mail: NCIGFDESLReceiving@mail.nih.gov

For studies contributing MATERIAL for genotyping, the resulting genotyping files/information will be deposited by NCI to a secure cloud-hosted LAGENO-BC database after quality control (QC) procedures are completed. NCI will have access to the secure cloud LAGENO-BC database for depositing Research Results, performing genotyping QC, including cross-consortia genotyping QC, and for performing imputation on existing and newly genotyped data.

UC-Davis will manage and harmonize RAW DATA that is contributed under this Agreement, either contributed directly to UC-Davis' secure cloud-hosted portion of the Confluence Project data platform or by other agreed ways of RAW DATA transfer.

Confluence Data, as used in this Agreement, will include RAW DATA for which UC-Davis acts as a custodian. UC-Davis will manage further data sharing with investigators performing research studies under the Confluence Project through an approval process controlled by the LAGENO-BC DACC or any future equivalent governing body established by UC-Davis. The LAGENO-BC DACC will include representatives of the PROVIDERS of RAW DATA/MATERIAL.

The approval process is summarized herein and may be modified as needed and as agreed by the Confluence Project's governance body:

- Researcher submits a study concept describing the project, including variables of interest, via the Confluence Data Platform.
- The study concept is sent to the LAGENO-BC DACC for review.
- After approval by the LAGENO-BC DACC, the individual studies contributing data to the consortium are notified and given a time period to opt-out their study from the LAGENO-BC DACC-approved project.
- After the opt-out period has elapsed, the researcher's institution signs a Confluence Data Transfer Agreement ("Confluence DTA") with UC-Davis.

- Upon the execution of the Confluence DTA, the LAGENO-BC data coordinating center at UC Davis will be able to provide access to the approved data through the Confluence Data Platform or other agreed mechanism.

Contributions of the Parties in the Conduct of the CONFLUENCE RESEARCH PROJECT:

UC-Davis will:

- Receive RAW DATA from studies participating in Confluence
- Act as the LAGENO-BC data coordinating center for the Confluence Project to manage, harmonize, and govern RAW DATA and Research Results from studies participating in the Confluence Project through the LAGENO-BC consortium

PROVIDER will:

- Provide MATERIAL for genotyping to NCI/CGR and/or RAW DATA to UC Davis LAGENO-BC data coordinating center.

Schedule 4 – LAGENO-BC DTA

DATA TRANSFER AGREEMENT

1. The Regents of the University of California on behalf of this Davis Campus (UC-Davis), through *Dr. Laura Fejerman* (UC-Davis Scientist), on behalf of the "**LAGENO-BC Consortium**," wishes to provide:

LAGENO-BC Data as detailed in Appendix A, to

2. *Recipient Institution's Principal Investigator* **[INSERT NAME OF RECEIVING SCIENTIST]** (the "Recipient Scientist") of

Recipient Institution **[INSERT LEGAL TITLE OF RECEIVING INSTITUTION]**

who, therein, wishes to acquire the Data for academic research relating to:

Investigation proposed for the Data The research as detailed in Appendix B and as approved by the *[relevant DACC]* ("Research Study")

3. UC-Davis will provide access to the LAGENO-BC Consortium Data from the Effective Date on the Standard Terms and Conditions for Release of Data until the completion of the Research Study, and in consideration thereof the Recipient agrees to be bound by those Standard Terms and Conditions.

Collectively or individually, UC-Davis and the Recipient may be referred to as "Party" or "Parties."

4. Address for Correspondence

UC Davis Innovation*Access*, 1850 Research Park Drive, Suite 100, Davis CA-95618.

For correspondence related to Consortium Data

UC-Davis
Laura Fejerman, MSc PhD
Associate Professor, Department of Public Health Sciences
School of Medicine
University of California, Davis
Address: 451 Health Sciences Dr., Davis, CA 95616
Office location: GBSF 4339 (Genome and Biomedical Science Facility)
Office phone: 530-754-1690
Email: lfejerman@ucdavis.edu

Recipient Institution

AGREED by the parties through their authorized signatories:

For and on behalf of **UC-Davis**	**UC-Davis Scientist on behalf of LAGENO-BC Consortium**	For and on behalf of **Recipient**	Read and understood by **Recipient Scientist**
Signed	Signed	Signed	Signed
Print name	Print name	Print name	Print name
Associate Director, UC Davis Innovation*Access*			
Title	Title	Title	Title
Date	Date	Date	Date

Standard Terms and Conditions for Release of Data

1. Definitions

1.1 **LAGENO-BC Consortium**: a long-term research collaboration to build a large resource to study the genetic architecture of breast cancer in Hispanics/Latinas/os

1.2 **Contributors**: those who have contributed to the Results and/or Intellectual Property.

1.3 **LAGENO-BC Consortium Data**: all data made accessible by *UC-Davis* under this Agreement to Recipient on behalf of the LAGENO-BC Consortium for the approved Research Study, irrespective of form or method of transfer, including but not limited to genotype, phenotype, analysis, and resulting data. The specific **LAGENO-BC Consortium** Data to be transferred under this Agreement will be that detailed in Appendix A.

1.4 ***Latin America Genomics of Breast Cancer Consortium Data* Access Coordinating Committee** (LAGENO-BC DACC): a governing body for the LAGENO-BC Consortium and review board for studies requesting access to data from the **LAGENO-BC Consortium** through a direct collaboration with the LAGENO-BC Consortium or through other projects.

1.5 **De-identified:** direct identifiers are removed from the information and replaced with a code; no personally identifiable information will be provided. The Originator retains a list that links the Donor code names and their actual name.

1.6 **Donor**: the donor of the data [or human material] that makes up the LAGENO-BC Consortium Data

1.7 **Effective Date**: date of last signature of this Agreement

1.8 **Intellectual Property**: any inventions or discoveries, whether patentable or not, which arise from the Research Study

1.9 **Originator:** the institution or organization who contributed the LAGENO-BC Consortium Data under a separate agreement

1.10 **Research Study**: proposed research, approved by the *LAGENO-BC* DACC in consultation with the Originator(s). The Research Study will be attached to this Agreement as Appendix B

1.11 **Results**: all results, data, and know-how arising from the Research Study.

2. Ownership and Use of LAGENO-BC Consortium- Data

2.1 It is understood that the Recipient and UC-Davis are the only formal parties to this Agreement and *UC-Davis* is therefore acting on behalf of the Originator and the *LAGENO-BC Consortium* DACC under this Agreement. For the avoidance of doubt, a LAGENO-BC Consortium Letter of Understanding or other equivalent agreement has been executed by all the Originators and *UC-Davis*, empowering UC-Davis to grant access to the LAGENO-BC Consortium Data on their behalf.

2.2 Recipient shall not use or disclose the LAGENO-BC Consortium Data other than as permitted or required by this Agreement or as required by applicable law or as otherwise authorized by the *LAGENO-BC Consortium* DACC and the Originator.

The LAGENO-BC Consortium Data will only be used to conduct the research outlined in the attached Research Study (see Appendix B). The Recipient shall not use the LAGENO-BC Consortium Data directly or indirectly for any other purpose or commercially sponsored research whatsoever without the prior written consent of the Originator and the *LAGENO-BC Consortium* DACC.

2.3 The Recipient shall use all reasonable efforts to keep the LAGENO-BC Consortium Data secure at the Recipient Scientist's premises or in a secure cloud-based system and ensure that no-one other than the Recipient Scientist and the employees, agents, and students under the direct supervision of the Recipient Scientist who have a need to have access to the LAGENO-BC Consortium Data for the purposes of the Research Study are provided access. The Recipient shall not supply the LAGENO-BC Consortium Data to any other party without the express written consent of the *LAGENO-BC Consortium* DACC and the Originator, as appropriate. The Recipient and the Recipient Scientist shall refer to the *LAGNEO-BC Consortium* DACC any request for the LAGENO-BC Consortium Data from anyone other than those persons working on the Research Study, under the Recipient Scientist's direct supervision.

2.4 Research under the Research Study may require that the Recipient accesses the LAGENO-BC Consortium Data through a secure cloud-hosted data platform instead of UC-Davis physically, manually or electronically providing the LAGENO-BC Consortium Data to the Recipient. Given the nature of data-intensive computational infrastructure in the cloud, which delocalizes logic control of data from its physical location, transfer of LAGENO-BC Consortium Data under this Agreement includes generally accepted conditions for governing shared data access in the cloud environment. UC-Davis will retain control of the LAGENO-BC Consortium Data by being empowered to manage the LAGENO-BC Consortium Data and governing control of access, along with the *LAGENO-BC Consortium* DACC, to the LAGENO-BC Consortium Data. Data management and analysis will be augmented by using modern stateless application programming interfaces (e.g., HTTP REST API) operated with encrypted transfer, e.g., through a Secure Socket Layer (SSL). In addition to the added security, handling LAGENO-BC Consortium Data as a cloud resource facilitates backing up the transactional integrity of the database. In all situations, governance of access permissions will remain the responsibility of the *LAGENO-BC Consortium* DACC.

2.5 Recipient will promptly report to Dr. Laura Fejerman at UC-Davis in writing, any use and/or disclosure of the LAGENO-BC Consortium Data that is not permitted or required by this Agreement. Such report shall be made as soon as reasonably possible but in no event more than five (5) business days after discovery by Recipient of such unauthorized use or disclosure. This reporting obligation shall include breaches by Recipient, its employees, agents or students. Each report of a breach will: (i) identify the nature of the non-permitted or violating use or disclosure; (ii) identify the scope of the breach - detail the specific data set misused or disclosed; (iii) identify who made the non-permitted or violating use or disclosure; (iv) identify who received the non-permitted or violating use or disclosure; (v) identify what corrective action Recipient took or will take to prevent further non-permitted or violating uses or disclosures; (vi) identify what Recipient did or will do to mitigate any deleterious effect of the non-permitted or violating use or disclosure; and (vii) provide such other information as UC-Davis may reasonably request.

2.6 In conducting the Research Study, Recipient shall comply with the applicable laws in its respective jurisdiction.

2.7 The Recipient will prioritize data protection and the anonymity of the Donor and will not use the information in any manner that might expose their identity or infringe their right to privacy, nor attempt to identify or contact any of the Donors.

3. Confidentiality and Publication

3.1 All information to be deemed confidential under this Agreement shall be clearly marked "CONFIDENTIAL" by the disclosing party ("Confidential Information"). Any Confidential Information that is orally disclosed must be reduced to writing and marked "CONFIDENTIAL" by the disclosing party and such notice must be provided to *[institution name]* within thirty (30) days of such disclosure. These obligations of confidentiality shall not apply to Confidential Information that:

a) was in the public domain or entered into the public domain through no improper act on the receiving party's part or on the part of any of the receiving party's employees, agents or students; or

b) which receiving party can demonstrate by written records was previously known to it;

c) which is independently developed by receiving party by those not having access to the Confidential Information and which can be proven through verifiable written records;

d) which is lawfully obtained by receiving party from sources independent of *LAGENO-BC Consortium* without any obligation of confidentiality to an Originator; or

e) must be disclosed for minimum lawful compliance with court orders, regulations or statutes, provided that:

I. prior to such disclosure, to the extent legally and reasonably possible, UC-Davis is given prompt written notice and an opportunity to seek a protective order or to agree such

disclosure; and

II. in the case of a required disclosure under applicable "Freedom of Information" legislation.

These obligations of confidentiality shall survive termination of this Agreement for a period of five (5) years from disclosure.

3.2 The Recipient will ensure that the LAGENO-BC Consortium Data in its possession shall, as soon as reasonably possible, be returned or destroyed upon:

a) the reasonable request of UC-Davis;

b) termination of this Agreement;

c) a material breach of a condition of this Agreement by the Recipient such that cannot be remedied within thirty (30) days; and

d) withdrawal of consent of the relevant Donor.

3.3 If the Recipient is required to destroy the LAGENO-BC Consortium Data, then it will confirm in writing to UC-Davis that the LAGENO-BC Consortium Data has been destroyed.

3.4 The LAGENO-BC Consortium Data shall be De-identified. The Recipient will not link the LAGENO-BC Consortium Data provided by UC-Davis pursuant to this Agreement to other data from UC-Davis or the Originator held by different recipient scientists or by the same Recipient Scientist for different projects, unless otherwise agreed by the parties.

3.5 Recipient shall have the first right to publish on the Results of the Research Study. It is the intention that the Recipient and Contributors shall be co-authors on initial publications of the Results of the Research Study; however, authorship shall be determined in accordance with academic custom. The Recipient agrees to send all publication manuscripts to the Contributors for review thirty (30) days prior to publishing ("Review Period"). The Contributors can submit comments to the Recipient during the Review Period and the Recipient shall give due consideration to any recommendations made. The receiving party agrees not to disclose any Confidential Information without seeking permission from the disclosing party, prior to publishing.

3.6 The Recipient shall ensure the Results are published within one (1) year on completion of the Research Study ("Publication Period"). If this is not possible, Recipient will consult with UC-Davis, who will liaise with the Contributors as soon as possible and in any case prior to lapse of the Publication Period, with a view to resolve the issue(s) delaying publication. If the Contributors and UC-Davis decide that the publication is being delayed unduly by the Recipient, the Recipient shall lose its first right to publish.

4. Results & Intellectual Property

4.1 It is expressly agreed that neither the Contributors, nor UC-Davis or the Recipient transfers by operation of this Agreement any right in or license to any patents, copyrights, or other proprietary right owned previous to the Effective Date of the Agreement or arising outside of the Research Study.

4.2 Following first publication in accordance with Clause 3, the Contributors shall be free to use the Results for research purposes only, subject to Clauses 4.3 and 4.4 below. Ownership of Intellectual Property will be determined by inventorship. Inventorship will be determined in accordance with patent law. Before making use of or publishing on any jointly owned Intellectual Property, the Recipient will hold good faith discussions with co-owners to decide on whether patent or any other proprietary rights to protect jointly owned Intellectual Property should be sought and how best to proceed with securing that protection. These discussions shall be formalized in a separate agreement and no commercial use shall be made of jointly owned Intellectual Property by Recipient and Contributors prior to execution of that separate agreement or otherwise the written consent of the Contributors.

4.3 All Results shall be promptly disclosed to UC-Davis. Results shall be held in confidence until published in accordance with this Agreement and the publication policies of the LAGENO-BC Consortium Project. Following publication, UC-Davis shall be free to use the published Results for further LAGENO-BC Consortium Project research purposes.

4.4 It is understood that all Results disclosed to UC-Davis will be included in the LAGENO-BC Consortium Project database and shall be made available to investigators in accordance with the LAGENO-BC Consortium Letter of Understanding and by way of this LAGENO-BC Consortium DTA.

4.5 The Recipient acknowledges that the LAGENO-BC Consortium Data are or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Recipient under any proprietary rights of the Originator(s) including, without limitation, patents, patent applications or trade secrets. Except as provided herein, no express or implied licenses or other rights are provided to use the LAGENO-BC Consortium Data or any related patents of UC-Davis or the Originator(s).

5. Termination

5.1 This Agreement will terminate on the earliest of the following dates: (a) on completion of the Research Study; (b) on thirty (30) days written notice from either party, or (c) immediately upon notice from UC-Davis where a Donor's consent is withdrawn. The Recipient shall return or destroy the LAGENO-BC Consortium Data on UC-Davis's instructions. The obligations of the parties in clauses 3, 4, 6.1 and 6.2 shall survive termination of this Agreement.

6. General

6.1 Neither UC-Davis nor the Originator(s) makes any representations or extends any warranties of any kind, either expressed or implied with regards to the LAGENO-BC Consortium Data. There are no express or implied warranties of merchantability or fitness for a particular purpose or that the use of the LAGENO-BC Consortium Data will not infringe any patent, copyright, trademark or other proprietary rights.

6.2 Recipient represents that it has obtained all necessary approvals required under the law applicable in its jurisdiction to receive and use these LAGENO-BC Consortium Data as anticipated hereunder.

6.3 In no event shall UC-Davis be liable for any use by the Recipient or Recipient Scientist of the LAGENO-BC Consortium Data transferred under this Agreement. Recipient agrees to be fully liable for any loss, claim, damage or liability of whatsoever kind or nature, due to or arising from the use, handling, storage or disposal of the LAGENO-BC Consortium Data by the Recipient except where such loss arises from the willful misconduct or gross negligence of UC-Davis.

6.4 The Recipient shall use the LAGENO-BC Consortium Data in accordance with the highest standards of skill and care and shall ensure compliance with any applicable laws and regulations governing the use or disposal of the LAGENO-BC Consortium Data.

6.5 The LAGENO-BC Consortium Data are supplied without cost.

6.6 The Recipient may not assign this Agreement without the prior written consent of UC-Davis and the Originator(s).

6.7 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all negotiations, understandings or previous agreement between the parties relating to the specific subject matter of this Agreement.

6.8 In the event of any dispute with respect to the rights and obligations conferred under this Agreement and/or otherwise a breach of this Agreement, the parties involved shall first attempt to resolve the matter amicably. Nothing in this article shall prevent any party from pursuing any additional administrative remedies that may be available and, after exhaustion of such administrative remedies, pursuing all available judicial remedies.

6.9 This Agreement may not be amended, altered or modified except by written agreement signed by Recipient and UC-Davis. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. The persons signing on Page 1 have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement. Neither UC-Davis nor Recipient shall use the names or trademarks of the other party in any advertising, publicity, endorsement or promotion unless prior written consent has been obtained for the particular use contemplated. All references herein to specific statutes, codes or regulations shall be deemed to be references to those statutes, codes or regulations as may be amended from time to time. This Agreement

may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

[END]

Appendix A of the LAGENO-BC Consortium DTA

LAGENO-BC Consortium Data governed by *the LAGENO-BC Consortium DACC* to be transferred to Recipient

List of variables:

Appendix B of the LAGENO-BC Consortium DTA

Research Study, as approved by the *LAGENO-BC Consortium* DACC

Must include details of any applicable funding and relevant terms and conditions (particularly with regards to the data access).

Please state whether it is anticipated that the LAGENO-BC Consortium Data will be combined with other datasets held by the Recipient.