

Terms and Conditions

I request export of the study data for scientific and/or medical research purposes (research), and I agree to the following terms:

1. These Terms and Conditions take effect on the date that they are accepted by clicking "I agree", and continue until they are terminated in accordance with paragraph 24 below.

2. I understand that study data consists of sensitive and non-sensitive data which have been obtained from data subjects. In order to protect data subjects, these data have been pseudonymised and subjected to post-collection processing (data processing) to remove any data elements that could (with suitable technology) otherwise be reconstructed and/or processed to reveal personal information of the data subjects. If I receive any study data, in error, that have not been subjected to the data processing I will:

- immediately notify data specialist;
- not use such study data for any purpose, and;
- destroy such study data after notification to the data specialist, or if specifically requested by a member of the study team or an administrator from the study consortium (representative), return such study data to the data specialist, in accordance with instructions from obtained;
- not take any action that might jeopardise the privacy and/or lead to identification of any data subjects.

3. I will promptly notify the data specialist (a) if study data have been accidentally lost or stolen or (b) if study data have been accessed by another person, and (c) of any change in my contact details; in the event that I do not promptly notify the data specialist of any change in my contact details, this agreement and my rights to use study data will automatically terminate and I will not benefit from the exception at paragraph 24.

4. I understand that study data are experimental and may contain errors (including errors and/or omissions in data processing), and I accept that they are provided on an "as is" basis and without any warranty (a) of accuracy, completeness, or fitness for any purpose or (b) that their use will not infringe the rights of any third party. Any representations or warranties given by any representative relating to study data, either expressed or implied, are excluded to the maximum extent permitted by law. Except to the extent prohibited by law, the study team accepts no liability for any kind of damages or loss arising in any way from my use of study data or from making study data available to me, however caused including without limitation, economic damages.

5. I will comply with all applicable legislation and with all relevant rules and regulations concerning data protection, information governance and ethical research. If required, I will ensure I have ethical approval in place to use study data for the research from the relevant committee or office.

6. I understand that study data are being made available to me on the understanding that they are only for use by me and co-workers who were specified on the request and on their behalf, I also confirm this document. I am also responsible for their data handling. I will keep study data strictly confidential and, except as provided for at paragraph 18, will not publish, share or redistribute study data and will refer any requests I get about data to follow the procedure specified in more details in the Data Request (including requests from my supervisors, co-workers or those that I supervise) by filling online form or consulting it first with data specialist.

7. I will safely store and protect study data and prevent unauthorised use and access, by using suitable safeguards (administrative and/or technical and/or physical).

8. I understand that study data are, and will remain, the property of the study data provider and I agree that this agreement does not grant

me any ownership rights to the study data nor shall they affect the rights of the study data provider to give study data to others.

9. Exported data cannot be used for other outcomes than the ones specified in the request.

10. In case new variables were created, the right is reserved for their addition to the given study database together with definitions.

11. Exported data are required to be erased after finishing the project.

12. Applicant is responsible that the entered data in the request are accurate and up-to-date. Every modification mentioned in the online form in the section Changes in the project must be reported to data specialist and added to data request. Expected change can be one of the following, expected statistical analysis and interpretation will be provided by different members/services, main aim, hypothesis or new parameters/variables, expected output(s), list of researchers planned to be involved, and adding variables.

13. Data export approving committee (mentioned in the Data Request Policy) reserves the right to disapprove the request in accordance with the conditions mentioned in the Data Request Policy.

14. During the data request processing by the approving committee (mentioned in the Data Request Policy) every member is obligated to express to a conflict of interest with the given study.

15. After the decision is made, the applier has the right to appeal up to 30 days after receiving the document about the decision from committee.

16. Each participant in the permitting process will endeavour to process the application as soon as possible, but no later than 10 days after notification of the need to make statement.

17. In any publication or public engagement activity reporting the results of the research, I will only include images compiled from study data that conform to the specifications set out in paragraph 18.

18. I will only share or redistribute data derived from study data (derived data), when they do not contain or consist of study data, and cannot be reverse-engineered to generate study data, and there is no foreseeable risk of a data subject being identified from the derived data. I will contact the study data specialist and discuss making any derived data if the derived data do not meet the specifications for sharing or redistribution, as set out in this paragraph.

19. Scientific conclusions and professional opinions about study that results in any publication will be consistent with regulations and principles established by International Committee of Medical Journal Editors and other significant journals and publishing houses and won't be subject to censorship, inadequate control or publication postponing from the side of any contracting party.

20. I will adequately cite & acknowledge the institution and project from which the data where obtained and if applicable program used for data collection when making any kind of public communication of results (abstracts, papers, posters, book chapters, oral presentations, digital media etc.) obtained using study data or resources from the export. If REDCap is a platform through which data were collected, it is required to be mentioned, template is below.

Study data were collected and managed using REDCap electronic data capture tools hosted at [YOUR INSTITUTION]. REDCap (Research Electronic Data Capture) is a secure, web-based software platform designed to support data capture for research studies, providing 1) an intuitive interface for validated data capture; 2) audit trails for tracking data manipulation and export procedures; 3) automated export procedures for seam less data downloads to common statistical packages; and 4) procedures for data integration and

interoperability with external sources (available on the address: <https://projectredcap.org/resources/citations/>).

21. When making any Publication I agree to cite relevant publications describing the methods used by the study to acquire and process the data. Appropriate citations in any publication will depend on the type and use of study data.

22. I agree to provide authorship to appropriate study researchers if they have made an academic contribution to the publication, and in such case, I will provide a pre-submission copy of the publication for the authors to approve/comment on prior to submission. I understand that authorship is not required by study researchers where their sole contribution is providing study data.

23. I understand that if I fail to comply with the terms and conditions of this agreement my privileges to access study data will be immediately terminated. If my non-compliance relates to the privacy of data subjects, I understand that institution may take further action against me, including criminal proceedings and/or legal action and/or reporting my non-compliance to my employer(s) and/or any organisation that registers and/or places sanctions on persons who have failed to comply with obligations relating to privacy of data subjects.

24. I understand that institution may at any time (a) give 30 days' notice to terminate or vary my rights to use study data, or (b) terminate my rights to use study data upon immediate notice in the event of privacy concerns for the data subjects. Upon termination of this agreement, I will immediately cease using study data except for the limited purpose of validating, justifying or responding to queries about analyses (exception) undertaken during the period of this agreement. I understand that the exception does not apply where termination is due to my failure to comply with this agreement.

25. These Terms and Conditions are not intended to create a partnership, joint venture or agency relationship between the institution FNUSA / ICRC and me.