

Chinese Color Nest Project

Data Access Request

February 2023

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CCNP ACCESS REQUEST: OVERVIEW

Access to the Chinese Color Nest Project (CCNP) requires successful completion and execution of a Data Use Agreement (DUA). The Chinese Color Nest Consortium (CCNC) will approve access to data and/or images for research purposes only. The CCNC will review the Access Request and the proposed Data Use Agreement (DUA) of each Recipient requesting data and determine whether to provide access based on the expectations outlined in the following pages. These expectations include the protection of data privacy, confidentiality, and security. In the event that requests raise particular concerns related to privacy and confidentiality, risks to populations or groups, or other concerns, the CCNC will consult with other experts as appropriate. The CCNC reserves the right to suspend or revoke approved Access Requests at any time if concerns arise regarding the appropriateness of data usage by Recipient or Recipient's compliance with the Data Use Agreement.

Recipients seeking access to data or images from CCNP are expected to submit their **DUA, certified and co-signed by the Principal Investigator and the designated Institutional Official(s), a Scope of Work, and an up-to-date CV or bio-sketch for the Principal Investigator**. Completing this CCNP Access Request is a necessary step to access data or images from CCNP.

STEPS TO REQUEST GENERAL ACCESS TO THE CCNP

1. Read the Data Use Agreement (DUA) and sign the RECIPIENT INFORMATION AND CERTIFICATIONS page, and obtain your Institutional Official's signature and date.
2. By submitting an individual's name on the form, you and your Institutional Official affirm that the collaborators have read and agreed to the terms and conditions within the Data Use Agreement. Your collaborators at different organizations must complete separate requests for the data.
3. Provide a scanned copy of the signed DUA Recipient Information and Certifications page, a Scope of Work, and an up-to-date CV or bio-sketch of the Principal Investigator to request access or access renewal.
4. Access Request Review: Requests to access the CCNP will be reviewed to ensure completeness of the application and scientific appropriateness of the intended project.
5. After review and approval, user will receive notification or instructions for accessing the CCNP.

DATA USE AGREEMENT FOR THE CCNP

Introduction

Designed as an open-access community resource, the CCNP will provide researchers with data for the testing of existing hypotheses, as well as the generation of novel hypotheses through the application of data exploration techniques. To protect and assure the confidentiality and privacy of all participants, the Recipient granted access to these data is expected to adhere to the specifications of this DUA. Failure to do so could result in withdrawal of prior permissions and denial of further access to data.

Definitions

For purposes of this agreement, “data” refers to the information that has been collected and recorded from participants in the Chinese Color Nest Project.

The Principal Investigator and his/her affiliated institution or organization (“Institution”) are jointly referred to as “Recipient.” The Recipient Principal Investigator may be a researcher at a non-profit or for-profit organization or corporation.

The “Recipient Parties” shall mean Recipient Institution, Recipient Principal Investigator, Recipient’s research team members and Recipient Institution’s employees, officers, director and agents.

Terms and Conditions

Recipient requests approval to access data and/or images from the CCNP for research purposes. Recipient agrees to the following terms:

1. **Scope of Work.** A Scope of Work should cover anticipated uses of the data.
 - 1) Any data obtained under this DUA will be used by Recipient solely in connection with the “Scope of Work” submitted with the Access Request and for no other purpose.
 - 2) Recipient agrees that any data obtained under this DUA will not be used in any research that is not within the approved Scope of Work. Should the intended use of CCNP data exceed the limits of the approved Scope of Work or should Recipient make a material change or changes to the Scope of Work, the Recipient will submit a revised DUA (this document) and Scope of Work, and shall not use any CCNP data for such additional purpose unless and until it is approved by the CCNC.
2. **Non-transferability of Agreement.** This DUA is not transferable. If the Recipient Institution appoints another Principal Investigator to complete the Research Project,

Recipient Institution must submit a new DUA together with the new Recipient Principal Investigator. If the Recipient Principal Investigator changes Institutions and wishes to retain access to CCNP data, the Recipient Principal Investigator must submit a new DUA together with the new Recipient Institution. In either case, Recipients shall not use CCNP data pending approval of a new DUA.

3. **Non-Identification of Subjects.** Recipient agrees that data will not be used, either alone or in conjunction with any other information, in any effort whatsoever to establish the individual identities of any of the subjects from whom data were obtained.
4. **Data Disclaimers.** All data provided under this DUA is provided "AS IS" and without any representations or warranties of any kind, whether express or implied, including accuracy or completeness and implied warranties of merchantability or fitness for a particular purpose. Recipient agrees that CCNC does not and cannot warrant the results that may be obtained by using any data included therein.
5. **Assumption of Risk.** Recipient Institution shall be fully responsible for the acts and omissions of its employees, officers, directors, students and agents with respect to their failure to adhere to the terms of the Scope of Work, applicable regulations, and this Agreement.
6. **Notification of Publication.** Prompt publication or other public disclosure of the results of the Scope of Work is encouraged. Recipient agrees to notify via email at deepneuro@bnu.edu.cn as to when and where a publication (or other public disclosure) of a report from the Scope of Work will appear.
7. **No Distribution of Data.** Recipient agrees to retain control over data, and further agrees not to transfer data, with or without charge, to any other entity or any individual. Recipient agrees not to sell the data in any form to any entity or individual or to distribute the data to anyone other than his/her research staff who will also agree to the terms within this DUA. This applies to all versions of CCNP data.
8. **Non-Endorsement.** Recipient agrees not to claim or imply endorsement by CCNC of
 - 1) the project or projects being conducted under the Scope of Work,
 - 2) the Recipient Parties or any other entities or personnel related to or involved in the project(s), or
 - 3) any resulting commercial product(s).
9. **Recipient's Compliance with Institutional Requirements.** Recipient agrees to comply with all Recipient Institution's applicable rules for the protection of human subjects. This DUA is made in addition to, and does not supersede, any of Recipient Institution's institutional policies or any laws and regulations that provide additional protections for human subjects.

10. **Recipient's Compliance with Scope of Work, Law and the DUA.** Recipient agrees that any access, receipt and use of data obtained under this Agreement shall be in accordance with the Scope of Work, all applicable law and regulations and this DUA. Recipient agrees to report promptly to the CCNC any material change in the Scope of Work and any unanticipated problems involving risks to subjects. Recipient agrees to promptly report any violations of CCNP Policy or the terms of this DUA to the CCNC.
11. **Recipient's Permission to Post Information Publicly.** Recipient agrees to permit CCNC to summarize on the CCNP Web site the Recipient's research use of CCNP along with the name of the Recipient and the Recipient Institution.
12. **Privacy Act Notification.** In order to access the CCNP, the Recipient agrees to provide the information requested below in Recipient Information and Certifications. The Recipient agrees that information collected from the Recipient, as part of this DUA, may be made public in part or in whole for tracking and reporting purposes. The primary uses of this information are to document, track, and monitor and evaluate the use of the CCNP datasets, as well as to notify interested recipients of updates, corrections or other changes to the database.
13. **Security.** Recipient shall comply with the Best Practices and Security Standards set forth in the attached "Information Security Best Practices" in connection with its access, receipt and use of the data.
14. **Amendments.** Amendments to this DUA must be made in writing and signed by authorized representatives of the Recipient Institution, the Recipient Principal Investigator and CCNC.
15. **Termination/Survival of Obligations.**
 - 1) Recipient or CCNC may terminate this DUA without cause upon 30 days prior written notice to the other party.
 - 2) CCNC may terminate this agreement with 5 days prior written notice if determines, in its sole discretion, that the Recipient has committed a material breach of this DUA. CCNC may, in its sole discretion, provide Recipient with an opportunity to remedy a breach before termination but is not obligated to do so. Closed access may be reactivated upon submission of an updated CCNP Access Request and DUA.
 - 3) This DUA shall automatically terminate:
 - a) as provided in paragraph 18 below;
 - b) if the Recipient completes the work provided for in the Scope of Work or terminates the work prior to completion; or
 - c) if the Recipient Principal Investigator disaffiliates or is disaffiliated from the Scope of Work or the Recipient Institution.
 - 4) Notwithstanding termination of the DUA, all obligations of the DUA with respect to any data accessed by Recipient prior to termination shall survive and remain in effect.
 - 5) Recipient agrees that upon termination of this DUA, or completion of the use of the

data under this DUA, all copies of the data will be destroyed or otherwise disposed of properly as permitted by law, except that Recipient may retain one copy of the data solely for archival and compliance purposes.

16. **Three-Year Term and Access Period.** Recipients who are granted permission to access data from CCNP have a period of three years validation. This DUA will automatically terminate at the end of three years. Recipients can apply for a one-year extension of access based on the progress of the study.
17. **Accurate Representations.** Recipient expressly certifies that the contents of any statements made or reflected in this document are truthful and accurate.
18. **Governing Law.** This Agreement shall be governed by the laws of the People's Republic of China.

INFORMATION SECURITY BEST PRACTICES

The purpose of these Security Best Practices, which are subject to applicable law, is to provide minimum security standards and best practices for individuals who use CCNP data. Keeping CCNP information secure through these best practices is important. Subject to applicable law, Recipients agree to promptly report breaches of data confidentiality that are known or that should reasonably have been known to the CCNC.

Best Practices

We require that you:

- Do not attempt to override technical or management controls to access data for which you have not been expressly authorized.
- Ensure that anyone directed to use the system has access to, and is aware of, Information Security Best Practices and all existing policies and procedures relevant to the use of the CCNP.
- Notify CCNC, as permitted by law, at deepneuro@bnu.edu.cn of security incidents, or any incidents of suspected fraud, waste or misuse of CCNP.

Security Standards

- Protect the data, providing access solely to authorized researchers permitted access to such data by your institution or to others as required by law.
- When you receive CCNP data, download the data to a secured computer or server with strong password protection.
- Make sure the data are not exposed to the Internet or posted to a website that may be discovered by Internet search engines such as Baidu or Google.
- If you leave your office, close out of data files or lock your computer.
- Avoid storing data on a laptop or other portable medium. If storing data on such a device, encrypt the data.
- When finished using the data, Recipient may retain one copy of the data with access permitted solely for archival and compliance purposes. Any other copies of the data must be destroyed, or otherwise disposed of properly, as permitted by law.

RECIPIENT INFORMATION AND CERTIFICATIONS

First Name:
Last Name:
Degree:
Academic Position (or Title):
Institution:
Department:
Street Address:
City:
State/Province:
Zip/Postal Code:
Country:
Telephone:
E-mail Address:
Research Project (title):

Scope of Work:

*please attach a page(s) to this application with detailed information regarding your request.

By signing and dating this DUA as part of requesting access to data in Chinese Color Nest Project (CCNP), my Institutional Official and I certify that Recipient will abide by the DUA and the CCNP principles, policies and procedures for the use of the CCNP. We further acknowledge that Recipient Investigator has shared this document and the CCNP policies and procedures with any research staff who will participate in the use of CCNP data. My Institutional Official(s) also certifies that they have shared this document and the relevant CCNP policies and procedures with appropriate institutional entities and individuals.

Recipient Principal Investigator

Signature: _____ Date: _____

Recipient Authorized Institutional Official

Name:
Title:

Signature: _____ Date: _____

Chinese Color Nest Consortium

Name:
Title:

Signature: _____ Date: _____