DATA SHARING AGREEMENT

This DATA SHARING AGREEMENT (this “**Agreement**”) is made and entered into [INSERT DATE] (the “**Effective Date**”) by and between the Ulsan National Institute of Science and Technology, having its principal place of business at UNIST-gil 50, Eonyang-eup, Ulju-gun, Ulsan, Korea 44919 (“**UNIST**,” the person in charge (Principal Scientist): [INSERT PRINCIPAL SCIENTIST OF KOGIC]) and [INSERT FULL REGAL NAME OR INSTITUTION]**,** having its principal place of [RESEARCH / BUSINESS] at [INSERT ADDRESS OF RECIPIENT INSTITUTION]. (the “**Institution**,” the person in charge (Principal Scientist): [INSERT PRINCIPAL SCIENTIST OF RECIPIENT INSTITUTION]).

ARTICLE 1
RECITALS

WHEREAS, UNIST is the owner of or has rights to certain Data listed on Attachment A hereto (the “**Data**”);

WHEREAS, Institution wishes to use the Data for the purpose further delineated in Attachment B (the “**Purpose of Use**”);

WHEREAS, Institution further wishes to receive the Data from UNIST;

WHEREAS, UNIST agrees to make the Data available to Institution for use with the Purpose;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, UNIST and Institution (individually the “**Party**”, collectively the “**Parties**”) agree as follows:

ARTICLE 2
SHARING OF THE DATA

2.1 UNIST shall share the Data to Institution pursuant to the applicable terms laid out in Attachment C. Institution will be responsible for the cost of such share, including those incurred from the transport of the Data.

2.2 UNIST may at its discretion supply to Institution information associated with storage or handling of the Data (the “Data Information”) in Institution’s use of the Data according to the Purpose of Use.

ARTICLE 3
USE OF THE DATA AND DATA INFORMATION

## 3.1. Institution shall use the Data and the Data Information solely for the Purpose of Use, and must follow the use plan as delineated in Attachment B. Institution may not use the Data or the Data Information for any other purpose other than the Purpose of Use, nor may Institution use the Data or the Data Information different from the use plan delineated in Attachment B.

## 3.2 Institution shall use the Data and the Data Information in accordance with industry practice and reasonable standards of skill and care and shall comply with any applicable laws and regulations and refrain from any acts that are contrary to public order and standards of decency.

## 3.3 Institution shall not make any changes, reform, or improvements to the Data without prior written consent from UNIST.

## 3.4 Institution shall not distort, misstate, or otherwise misrepresent the data or research findings related to the Data’s use pursuant to this Agreement, and Institution shall prevent any harm to UNIST from such distortion, misstatement, or other misrepresentation.

## 3.5 Upon prior notice to Institution, UNIST may visit and inspect Institution’s facility, lab, or any other sites where Institution may hold or use the Data and the Data Information to ensure the proper use of Data and the Data Information pursuant to the Purpose of Use.

ARTICLE 4
PROHIBITION AGAINST DISCLOSURE & CONFIDENTIALITY

## 4.1 Absent prior written consent from UNIST, Institution may not provide, disclose, or otherwise make available for inspection both the Data and the results derived from the use of the Data or any information thereof to any third party.

4.2 Institution shall keep confidential any and all information received from UNIST pursuant to this Agreement, including the Data Information other than the information described in Section 4.1 (“Confidential Information”) for five (5) years from the Effective Date. Institution shall not disclose any Confidential Information to a third party or use the Confidential Information for any purpose other than Purpose of Use or other purpose specifically permitted under this Agreement.

4.3 The duty of confidentiality under Sections 4.2 does not apply to the following information:

(a) the information is in the public domain by use and/or publication prior to the time of its receipt from UNIST;

(b) the information is made publicly known after the time of its receipt from UNIST but the disclosure is not on account of Institution’s breach of this Agreement;

(c) the information was already known by Institution prior to the time of its receipt;

(d) the information is disclosed to Institution by a third party who may lawfully do so and is not under an obligation of confidentiality to UNIST; or

(e) the information is developed by Institution independently of Confidential Information received from UNIST.

ARTICLE 5
RESULT REPORTING AND OWNERSHIP

5.1 All Intellectual Property Rights subsisting in the Data shall remain the property of UNIST. UNIST grants to [INSERT FULL REGAL NAME OR INSTITUTION] a royalty-free, non-exclusive right for the duration of this Agreement to use the Data for the sole purpose of carrying out the Research project. Institution shall not grant any sub-licence over or in respect of the Data.

5.2 Within one year after the completion of the use of the Data pursuant to this Agreement, Institution shall provide UNIST with a full summary report on the result of use. Without prior written consent from the other Party, neither Party may use the report or the information contained in the summary report or disclose to any third party, publish in printed publication, or otherwise announce, the contents of the summary report.

5.3 In providing the summary report specified in Section 5.2, Institution shall include sufficient description of the research methods and processes to facilitate full understanding of the contents of the research and processes.

5.4 In the event Institution discovers new use, improvement, or other Research Results from the use of the Data pursuant to this Agreement, Institution shall promptly notify UNIST of the discovery and discuss with UNIST about the future plans regarding the discovery.

5.5 In the event that any data, results, materials or **Intellectual Property Rights** (“Research Results”) or other rights are created in the use of the Data pursuant to this Agreement, the Parties will take joint-ownership of such rights. Any applications for Intellectual Property Rights stemming from the use of the Data pursuant to this Agreement, including patents, utility models, design patents or other rights in designs, and trademark, shall be filed under the joint-ownership of both UNIST and Institution, and the Parties shall mutually discuss and decide on the proper procedure for filing such applications. (“**Intellectual Property Rights**” means all intellectual and industrial property of any kind whatsoever including patent rights, Know How, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, (but excluding trade or business names or domain names or social media addresses), unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition, copyright, database rights, topography rights, and any other rights in any invention, discovery or process, supplemental protection certificates, in each case in the Republic of Korea and all other countries in the world and together with all divisional applications, re-filings, renewals, continuations, continuations in part, patents of addition, extensions, re-examinations, reissues, substitutions, confirmations, registrations, revalidation and additions of or to any of them, and equivalent protection rights in respect of any of them.)

5.6Each Party shall have a non-exclusive, royalty-free, non-transferable, perpetual and irrevocable right to use the Research Results for its own internal non-commercial research and teaching activities, including non-commercial research funded by or undertaken in collaboration with one or more third parties, provided that no third party claims any ownership of the Research Results and treat it confidential.

* 1. The Parties may take such steps as they may decide from time to time, to register and maintain any protection for Research Results, including filing and prosecuting patent applications for any Research Results, and taking any action in respect of any alleged or actual infringement of Research Results. If one of the Parties does not wish to take any such step or action, the other Party may do so at their expense, and the Party not wishing to take such steps or action will provide, at the expense of the Party making the request, any assistance that is reasonably requested of it.
	2. Any commercial exploitation of Research Results is subject to a written agreement between the Parties, signed by their authorised representatives, that specifies the rights each Party shall have in relation to the exploitation of Research Results (either directly themselves or through third parties), and that provides for fair and equitable sharing of patent costs and income, based on the respective Parties’ contributions to the Research Results. Unless and until the terms of such an agreement are agreed, and subject to clause 5.6, neither Party shall grant a third party any right or licence under the Research Results.

ARTICLE 6
JOINT RESEARCH & DEVELOPMENT AND LICENSE AGREEMENT

## 6.1 In the event that, following the use of the Data pursuant to this Agreement, the Parties wish to conduct a joint research and development of the Data, joint research and development of the Data further delineated in Attachment D is valid. If the Parties wish to conduct a joint work for commercialization of the technologies or research findings related to the Data’s use pursuant to this Agreement, either Party shall enter into a separate agreement regarding the joint research and development of the Data except where such liability is directly due to the negligent acts or omissions of UNIST.

## 6.2 In the event that Institution wishes to conduct additional joint research with any other third parties that are not written in attachment D using the Data, the third Parties should additionally apply for use of the data to UNIST.

ARTICLE 7
DISCLAIMER OF WARRANTY

7.1 The Data was obtained in the course of UNIST’s research in the form of test results or research results, such that UNIST makes no warranty whatsoever regarding the Data to Institution. Furthermore, UNIST shall not be responsible for nor indemnify Institution from any loss, claim, damage, expense or liability, of whatsoever kind or nature that arises from or in connection with the use, handling or storage of the Data.

ARTICLE 8
PUBLICATION

## 8.1 During the period of use as specified under Article 10, upon UNIST’s request, Institution shall provide to UNIST a report detailing the use of Data pursuant to this Agreement and the results thereof.

## 8.2 It is the intention of the Parties that the Results will be published by way of joint academic publication. The Parties will co-operate in the preparation and submission of such joint academic publications. Authorship of such publication shall be determined in accordance with standard academic practice.

## 8.3 In the event that Institution wishes to conduct publication or presentation of data and information to present the results generated from the use of the Data pursuant to this Agreement, Institution should obtain a prior written consent from UNIST and must specify that the Data was provided by UNIST. Furthermore, in granting the written consent to Institution, UNIST may impose such conditions as it may see fit, including, for example, that the presentation be a joint presentation by both Parties.

ARTICLE 9
NOTICE OF SUSPENSION OF USE

9.1 In the event that Institution wishes to suspend or discontinue the use of the Data, Institution must promptly notify UNIST of such intentions.

**ARTICLE 10
PERIOD OF USE**

10.1 Institution’s use of the Data pursuant to this Agreement shall be limited to the period specified in Attachment B. In the event that the Parties consulted with each other in connection to the purpose of this Agreement prior to its execution, the term of this Agreement shall be retroactively from the date of commencement of this prior consultation.

**ARTICLE 11
TERMINATION**

## 11.1 The Parties acknowledge and expressly agree that this Agreement may be terminated by either Party upon following event:

(a) thirty (30) days prior written notice of the other Party’s breach of any terms or obligations of this Agreement, provided that such breach is not cured by such other Party within the notice period;

(b) the objective of this Agreement is no longer achievable due to a major event; or

(c) the general performance of the duties of this Agreement is clearly and objectively impossible due to an event.

## 11.2 In the event this Agreement is terminated due to a liability of a Party or a breach of duty by said Party, the Party shall compensate the other Party for all the damages incurred due to the termination of this Agreement.

**ARTICLE 12
RETURN OR DISPOSAL OF THE DATA**

12.1 Upon Institution’s achieving Purpose of Use, Institution’s suspension or discontinuance of the use of the Data, expiry of the period of use, or termination of this Agreement, Institution should:

1. discontinue use of the Data and Confidential Information including whole or partial copies thereof in any media; and
2. store the Data in a secure location, provided that where the Data is stored on an externally accessible computer, electronic information retrieval system or any portable device, that the Data is encrypted; and
3. If requested by UNIST at any time, destroy the Data in its possession, including whole or partial copies thereof in any media; and
4. destroy all Confidential Information in its possession, including whole or partial copies thereof in any media. UNIST may, however, keep one copy of the Confidential Information in a secure location solely for the purpose of enabling it to comply with applicable laws and the provisions of this Agreement.

**ARTICLE 13
ASSIGNMENT**

13.1 Neither Party shall assign, mortgage, charge or otherwise transfer any rights or obligations, partial or otherwise, under this Agreement except with the prior consent of the other Party.

**ARTICLE 14
AMENDMENT**

14.1 This Agreement may only be amended in writing signed by duly authorized representatives of UNIST and Institution.

**ARTICLE 15
CHANGE IN CONDITION IN INSTITUTION**

15.1 After the execution of this Agreement, in the event of Institution’s change in condition, including, but not limited to, its change of address, corporate structure due to merger, acquisition, divesture or partition, Institution shall promptly notify UNIST of such change, and Institution shall be liable for any liabilities caused by Institution’s failure to promptly report.

**ARTICLE 16
PROHIBITION AGAINST USE OF NAME**

16.1 Without UNIST’s prior written permission, Institution may not use any information obtained in connection with this Agreement, including, but not limited to, any reports or documents, partial or whole, provided by UNIST to Institution, either as original or copies, in any advertising, sales promotional material, or any other promotional material, or for material used for litigation or other legal disputes. Furthermore, Institution may not use UNIST’s name, whether explicitly or implicitly, for the purposes listed herein without UNIST’s prior written permission.

**ARTICLE 17
DAMAGES TO THIRD PARTY**

17.1 In the event a Party or a third party is injured or incurs damages due to the other Party’s breach of duty of this Agreement, the Party responsible for the breach shall be liable for the damages and compensate the injured party.

**ARTICLE 18
GOVERNING LAW & DISPUTE RESOLUTION**

18.1 This Agreement shall be governed and interpreted in accordance with the laws of the Republic of Korea. The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement related to the obligations and duties of this Agreement during and after the term of this Agreement. If the dispute or claim cannot be resolved amicably, the Parties submit to the exclusive jurisdiction of Ulsan District Court.

**ARTICLE 19
EFFECTIVENESS**

## 19.1 This Agreement shall be effective as of the date both Parties sign this Agreement.

## 19.2 This Agreement sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. Furthermore, the Parties agree that any prior agreements, arrangements, or understandings between the Parties shall not be construed as a part of this Agreement unless this Agreement specifically incorporates them by reference in writing and such addendum is signed by the representatives of both Parties.

## 19.3 If any provision of this Agreement shall be declared to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect. If any one or more provisions of this Agreement is held invalid, illegal or unenforceable in any respect by a court having competent jurisdiction, the validity, legality and enforceability of this Agreement and the remaining provisions contained herein shall not in any way be affected or impaired thereby. To the extent the provision(s) is deemed to be invalid, illegal or unenforceable, the provision(s) is treated as removed from this Agreement.

**ARTICLE 20
INTERPRETATION**

## 20.1 The Parties will attempt in good faith to mutually agree on provisions not specifically addressed in this Agreement or provisions causing Parties to disagree on the interpretation thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below.

*[Signature Page Follows]*

Signed for and on behalf of **Ulsan National Institute of Science and Technology**

By: Date:

(Signature)

Name: Title:

Read and understood by **Principal Scientist of UNIST**

By: Date:

(Signature)

Name: Title:

Signed for and on behalf of **[INSERT INSTITUTION]**

By: Date:

(Signature)

Name: Title:

Read and understood by **Principal Scientist of [INSERT INSTITUTION]**

By: Date:

(Signature)

Name: Title:

**ATTACHMENT A**

**Data to be Provided**

For example,

* All data will be provided with a condition of anonymity.
* The data is the result of human whole-genome sequencing.
* The data could be provided as various format, raw FASTQ, BAM individual VCF, or joint VCF.
* The processed data were mapped to hg38.
* Samples were collected by Ulsan 10K Genome Project which is a part of Korean Genome Project.
* Korean genome data may include healthy people and also patients with cardio-vascular disease, cancer, diabetes, depression, some rare disease etc.
* Sample collection and sequencing was approved by the Institutional Review Board of Ulsan National Institute of Science and Technology. [UNISTIRB-15-19-A, UNISTIRB-16-13-C]

**ATTACHMENT B**

**Purpose and Plan for the Use of the Data**

1. **Purpose of the Use of the Data**
2. **Plan for the Use of the Data**
3. **Period for the Use of the Data**
* Five (5) years after receiving the Data

**ATTACHMENT C**

**Data Use Conditions**

1. **Payment**
2. **Sharing Date and Place**
* Sharing Date: The date both Parties sign this Agreement
* Sharing Place: FTP site for data download will be generated and directly sent to the Principal Scientist of [INSERT INSTITUTION AND PRINCIPAL SCIENTIST].

**ATTACHMENT D**

**Joint Research Project**

1. **Description**
2. **Objectives**
3. **Expected Outcomes**