

Open Access adult CDB Data - Terms of Use - KCL Version 1 – 2019-02-01

KCL has collected data from adult human subjects (data subjects). I understand that KCL will release Open Access CDB Data, i.e. data which have an extremely low potential for identification of data subjects (see #3 below) after an individual researcher has agreed to these Open Access CDB Data - Terms of Use (this agreement). I request access to Open Access CDB Data for scientific and/or medical research purposes (research), and I agree to the following terms:

1. I declare that I am employed by, or a student of, a for-profit or a not-for-profit organisation that participates in research for the advancement of science and medicine and I will use CDB data responsibly and only for research that enables the advancement of science and medicine. I understand that I may only use the results of my research for public engagement activity if I comply with paragraphs 12 and 13.
2. I understand that I am not permitted, and I will not use CDB data for any Commercial Purpose.; use of CDB data for research by a for-profit organisation shall not be considered a Commercial Purpose per se, unless any of the conditions of paragraph 3 are met.
3. The expression 'Commercial Purpose' means the direct commercialisation of CDB data or the indirect commercial exploitation of CDB data, and expressly includes the use of CDB data (i) to provide a service in exchange for money, goods or other valuable benefit (ii) to produce or manufacture products for sale, (iii) in any activity that results in any sale, lease, license, or transfer of CDB data, for example through a licensing, marketing or sales transaction
4. In this agreement (i) the expression OA-CDB data means Open Access CDB Data supplied by KCL and (ii) the expression CDB data includes OA-CDB data and any copies or modifications of Oa-CDB data and any material that incorporates, embeds or otherwise contains OA-CDB data.
5. I understand that OA-CDB data consists of MRI brain imaging data and non-sensitive data (age at scan and gender) 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 facial features of the data subjects. If I receive any OA-CDB data, in error, that have not been subjected to the data processing I will: immediately notify KCL, not use such OA-CDB data for any purpose, and destroy such OA-CDB data after notification to KCL, or if specifically requested by a member of the CDB team or an administrator from KCL (representative), return such OA-CDB data to KCL, in accordance with instructions from the representative and; o not take any action that might jeopardise the privacy and/or lead to identification of any data subjects.
6. I will promptly notify KCL (a) if CDB data have been accidentally lost or stolen or (b) if CDB 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 KCL of any change in my contact details, this agreement and my rights to use CDB data will automatically terminate and I will not benefit from the exception at paragraph 18.
7. I understand that OA-CDB 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 OA-CDB data, either expressed or implied, are excluded to the maximum extent permitted by law. Except to the extent prohibited by law, KCL accepts no liability for any kind of damages or loss arising in any way from my use of CDB data or from making OA-CDB data available to me, however caused including without limitation, economic damages.
8. 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 CDB data for the research from the relevant committee or office that oversees research on human subjects e.g. Research Ethics Committee, Institutional Review Board or similar.
9. I understand that OA-CDB data are being made available to me on the understanding that they are only for use by me and co-workers at the same institution who have also signed this agreement in their own right. I will keep CDB data strictly confidential and, except as provided for at paragraph 13, will not publish, share or redistribute CDB data and will refer any requests (including requests from my supervisors, co-workers or those that I supervise) for access to OA-CDB data to KCL.
10. I understand that CDB data are, and will remain, the property of KCL and I agree that this agreement does not grant me any ownership rights to the CDB data nor shall they affect the rights of KCL to provide OA-CDB data to others.
11. I will protect CDB data and prevent unauthorised use and access, by using suitable safeguards (administrative and/or technical and/or physical).
12. In any Publication or public engagement activity reporting the results of the research, I will only include images compiled from CDB data that conform to the specifications set out in paragraph 13.

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

14. I will adequately cite & acknowledge KCL and funding of the relevant projects as available on the CDB website when making any kind of public communication of results (abstracts, papers, posters, book chapters, oral presentations, digital media etc.) obtained using CDB data or resources (Publication). All printed and digital Publications derived from CDB data shall contain the wording in the acknowledgements section presented on the CDB website.

15. When making any Publication I agree to cite relevant publications describing the methods used by the CDB to acquire and process the data. Appropriate citations in any Publication will depend on the type and use of CDB data. An annotated and up-to-date list of KCL publications for consideration is available at [CDB](#) website.

16. I agree to provide authorship to appropriate KCL 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 KCL researchers where their sole contribution is providing OA-CDB data.

17. I understand that if I fail to comply with the terms and conditions of this agreement my privileges to access CDB data will be immediately terminated. If my non-compliance relates to the privacy of data subjects I understand that KCL may take further action against me, including criminal proceedings and/or legal action and/or reporting my noncompliance 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.

18. I understand that KCL may at any time (a) give 30 days notice to terminate or vary my rights to use CDB data, or (b) terminate my rights to use CDB data upon immediate notice in the event of privacy concerns for the data subjects. Upon termination of this agreement I will immediately cease using CDB data except for the limited purpose of validating, justifying or responding to queries about analyses (exception) undertaken during the period of this agreement, and I will provide written confirmation[‡] of destruction to KCL. I understand that the exception does not apply where termination is due to my failure to comply with this agreement. My obligations under paragraphs 2, 6, 9 and 11 of this agreement will survive until I have provided written confirmation of destruction of CDB data. Termination of this agreement shall not affect the survival of any terms and conditions which by their nature are intended to continue after termination, and for avoidance of doubt includes those set out at paragraphs 2, 7 and 10.

NOTES [‡] Via the website contact form, or if the website contact form is unavailable, via recorded delivery mail or courier to: The Director of Research Grants and Contracts, King's College London, Room 2.30, Franklin-Wilkins Building, 150 Stamford Street, London SE1 9NH, United Kingdom. The CDB website can be reached via www.developingbrain.co.uk

If needed, and upon request, KCL will provide a certificate stating that you have accepted the Open Access CDB Data - Terms of Use.

Name of the researcher

Signed, date, location