

Data Access Agreement (DAA) for controlled access to sequencing data underlying the following publication:

Single-cell and spatial transcriptomics reveal aberrant lymphoid developmental programs driving granuloma formation

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These authors contributed equally

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Section I: Contact and Project Information

A. Data Recipient (Principal investigator overseeing the proposed research)

Please ensure that a full postal address and a valid Institutional email address are included.

Name of the Data Recipient:

Position:

Affiliation:

Institutional Postal Address:

Institutional E-mail Address:

Website of the Institution:

B. Data Processors (Researchers in the Data Recipient's group who will work with the data)

Please list only researchers from the same institution as the Data Recipient and Authorised Representative. Researchers from different host institutions need to have separate data access agreements.

Researcher 1 name:

Researcher 1 institutional e-mail address:

Researcher 2 name:

Researcher 2 institutional e-mail address:

Researcher 3 name:

Researcher 3 institutional e-mail address:

C. Authorised Representative of the Data Recipient (e.g., Institute Director or Department Chair)

This person needs to have the right to sign the Data Access Agreement in the name of the host institution of the Data Recipient.

Name of the Authorised Representative:

Position:

Affiliation:

Institutional Postal Address:

Institutional E-mail Address:

D. Data Controller

Please do not change this section, which lists the data controller and provider of the dataset.

Name: Georg Stary

Institution's Legal Name: Medical University of Vienna

Institutional Postal Address: Medical University of Vienna, Department of Dermatology, General Hospital Vienna, Währinger Gürtel 18-20, 1090 Vienna, Austria.

Institutional E-mail Address: georg.stary@meduniwien.ac.at

Website of the Institution: <https://www.meduniwien.ac.at/web/en/>

E. Title of the Proposed Research Project

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F. Research Project (Scientific Abstract):

Please provide a concise description of the Project, its stakeholders, its main question, its relevance to the research domain addressed, its specific aims, and anticipated duration. Note that any use of the Data, if approved, must fall under the framework of the described Project (300 words max):

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G. Research Credentials

Please provide a list of three Publications, relevant to the Project description, of which the Data Recipient is author or co-author. Please also attach the Data Recipient's CV.

If the Data Recipient has not authored or co-authored three relevant Publications, please describe their relevant expertise or experience in no more than 150 words; also, notify how the research project will be carried out (e.g. available funding, infrastructure and institutional embedding).

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Section II: Data Access Agreement (DAA)

Definitions

GDPR: This DAA makes both parties compliant with the Regulation (EU) 2016/679 of the European Parliament and of the Council, that is, the General Data Protection Regulation - herein referred to as the 'GDPR'.

Data: Refers to controlled access data (the Data). Under this Agreement, the Data is pseudonymised.

Data Access/Transfer: Refers to an Institution's right to request access to the Data and retrieve them from the Data Controller's Institution upon approval of this DAA by the corresponding DAC within the Data Controller's Institution.

Data Handling: Refers to an Institution's ability to analyse and manipulate the Data within its own computer network.

Data Controller: Refers to an Institution, responsible for the generation of the Data and its pseudonymisation. A key-code permitting relinkage to Data Subjects is kept by the Data Controller.

Data Processor: Refers to a researcher at the institution of the Data Recipient who works with the Data as part of the Project under the supervision of the Data Recipient.

Data Subject: Refers to any individual who is the source of any Data covered by this Agreement.

Data Recipient ('You'): Refers to the Institution who requests Access to the Data through this Agreement.

Research Project: The Project for which You have requested Access to the Data.

Publications: Refers, without limitation, to any and all articles published in print journals, electronic journals, reviews, books, posters, and other written and verbal presentations of Research that have been accepted by peer review.

Terms and Conditions

In signing this Agreement:

1. You, the Data Recipient, agree to only use the Data for the Purpose of the Project.
2. You agree to preserve, at all times, the confidentiality of information and Data pertaining to Data Subjects. You undertake not to use or attempt to use the Data to compromise or otherwise infringe the confidentiality of information on Data Subjects and their right to privacy.
3. You agree not to attempt to identify Data Subjects.
4. You agree that in handling this Data You will follow an up-to-date information technology (IT) policy that must include, at a minimum, the following items:
 - a. Logging and auditing of Access to the Data and to the computer network;
 - b. Password protection to computer network and/or strong data encryption;
 - c. Virus and malware protection to computers on the computer network;
 - d. Secure backup procedure;
5. You acknowledge that Access to the Data is granted for the duration of the Project described in Section I. Any other use of the Data will need to be approved under a new Agreement.
6. You recognize that nothing in this Agreement shall operate to transfer to You any intellectual property rights to the Data.
7. You agree not to make intellectual property claims on the Data and not to use intellectual property protection in ways that would prevent or block Access to, or use of, any element of the Data.
8. You can elect to perform further Research that would add intellectual and resource capital to the Data, and decide to obtain intellectual property rights on these downstream discoveries. In this case, You agree to implement licensing policies that will not obstruct further Research, following the Organisation for Economic Co-operation and Development Guidelines.
9. You agree that the Research Project 1) bears no legal responsibility for the accuracy or comprehensiveness of the Data; 2) accepts no liability for indirect, consequential, or incidental damages or losses arising from use of the Data; and 3) bears no responsibility for the further analysis or interpretation of these Data over and above that published by the Data Controller.
10. You agree to hold the Data Subjects and the Data Controller harmless and to defend and indemnify all these parties against all liabilities, demands, damages, expenses, and losses arising out of Your use for any Purpose of the Data.

11. You agree to a moratorium on publishing global analyses of the dataset until the Data Controller has published their own global analysis or twelve (12) months, the maximum, have passed from the time the Data were deposited, whichever occurs first. You acknowledge that prompt publication or public disclosure of the results of the Research Project is encouraged.
12. You agree to acknowledge the contribution of the Data Controller in all oral and written presentations, disclosures, and Publications resulting from all analyses of the Data.
13. You agree to use the Data in Your group. Any Data Processors shall work under Your direct supervision. You agree to distribute a copy of these terms to the Data Processors.
14. You may not transfer any information included in the Data to anyone unless specifically designated in the Project, or by prior specific or general written authorisation of the Data Controller responsible for the generation of the original Data in each case.
15. You may not transfer the Data itself to anyone outside the Institution, unless the Data Controller has approved such transfer and its terms in writing.
16. Should You wish to share the Data with an external collaborator, the external collaborator must complete a separate Data Access Agreement.
17. You shall ensure that only You and the Data Processors indicated in this document have access to the Data and are bound by the terms of this Agreement. You remain solely and fully responsible for the Data Processor's potential non-compliance with the provision of the Agreement and/or applicable laws.
18. You accept that this Agreement can be terminated by the Data Controller, for example if the legal status of the Data changes or if parts of this Agreement are violated by the Data Recipient or by the Data Processors.
19. You endeavour to settle any dispute with the Data Controller amicably. If you are unable to reach an Agreement, you will meet and negotiate in good faith in an effort to resolve the issue. If the issue has not been resolved within a reasonable period (e.g. 30 calendar days), you are both entitled to submit it for resolution by an arbitrator.
20. The language of the proceedings will be English if not otherwise agreed. The award of the arbitration will be final and binding upon the parties concerned.
21. This Agreement (and any dispute, controversy, proceedings, or claim of whatever nature arising out of it or its formation) shall be interpreted, governed by and construed in accordance with the laws of Austria, and shall be subject to the exclusive jurisdiction of Austrian courts.

Signature Page

I have read, understood and agree to abide by the terms and conditions stipulated in this Data Access Agreement.

Data Recipient:

Name:

Title and position:

Affiliation:

Signature: _____ Date: _____

Authorised Representative signing in the name of the institution of the Data Recipient:

Name:

Title and position:

Affiliation:

Signature: _____ Date: _____

Data Controller:

Name: Georg Stary

Title and position:

Affiliation:

Signature: _____ Date: _____