

## Pennington/Louisiana NORC Repository Data Usage License

Pennington Biomedical Research Center (PBRC) Scientists have developed a set of Data associated with trials centered around obesity and nutrition and those funded by the National Institutes of Health, Department of Defense, United States Department of Agriculture, American Heart Association, American Diabetes Association and other government and non-profit organizations.

Individuals who would like to receive Data from the Pennington/Louisiana NORC Repository and its associated studies to examine a specific hypothesis must submit a request to the NORC Repository.

If the Pennington/Louisiana NORC Repository has data to match the request, PBRC is willing to provide the Data to Recipient provided the Pennington/Louisiana NORC Repository Steering Committee approves the request. The following Terms and Conditions must be agreed to by the Recipient Scientist and their Institution's Authorized Official. For recipient's not employed by PBRC, a data transfer agreement must be fully executed.

1. PBRC will provide the Data to Recipient for use as provided herein without further license or other fees.
2. Recipient agrees to use the Data solely for the Research listed in the request. Recipient will not transfer the Data or give rights in the Data in any way to any third parties.
3. Recipient acknowledges that the Data, and any documentation provided therewith, are the confidential property of PBRC and that Recipient has no rights in the Data except those expressly granted by this license. No additional rights are provided to Recipient under any patent applications, trade secrets, copyrights, or other proprietary rights of PBRC.
4. Recipient represents that use of the Data will not be subject to the terms of any agreement or contract in which a third-party gains rights to the Data.
5. PBRC provides Recipient with a non-transferable, revocable license to access the Data. Recipient is prohibited from engaging or attempting to engage in, or permitting others to engage or attempt to engage in the following:
  - a) Selling, licensing of access to, or other commercial transactions, such as reselling, sublicensing, leasing, or transferring in return for valuable consideration, the Data or any part thereof to countries of concern or covered persons, as defined in U.S. 28 CFR part 202

- b) Where Recipient knows or suspects that a country of concern or covered persons has gained access to Data through a data brokerage transaction, the Recipient will immediately inform PBRC. Failure to comply with the above will constitute a breach of this Agreement and may constitute a violation of U.S. 28 CFR part 202
- 6. Recipient agrees to formulate and adopt appropriate safeguards, in light of its own operating activities, to maintain and protect the confidentiality of the Data for a period of five (5) years, and agrees not to disclose it or use it for any Research not contemplated by this license. Recipient shall immediately notify PBRC of any information which comes to its attention which indicates that there has been any loss of confidentiality of the Data. The Recipient shall not be bound by confidentiality obligations hereunder if (i) at the time of disclosure Data is in the public domain; (ii) after disclosure hereunder Data becomes part of the public domain, except through breach of this license by the Recipient; (iii) Data was in the Recipient's possession prior to the time of disclosure by or on behalf of PBRC, and was not acquired directly or indirectly from PBRC; (iv) Data becomes available to the Recipient from a third party which, to the knowledge of the Recipient, is not legally prohibited from disclosing such Data; (v) the Recipient can demonstrate such information was developed by or for the Recipient independently of the disclosure of the Data by PBRC; or (vi) the information is required to be disclosed to the extent necessary to comply with applicable laws or regulations, provided that the Recipient, time permitting, takes reasonable steps to provide PBRC sufficient prior notice in order to contest such request, requirement or order.
  - 7. "Results" shall mean any information or data generated by Recipient solely or jointly with PBRC in the performance of the Research. The Recipient shall provide a copy of the Results to Pennington/Louisiana NORC Repository. Any publications or presentations of the Results should acknowledge and cite support provided by the Pennington/Louisiana NORC Grant and Repository P30DK072476.

This license to use the Data is solely for not-for-profit research purposes. Recipient agrees that nothing herein shall be deemed to grant any rights under any PBRC patent applications or patents or any rights to use the Data for any purpose other than not-for-profit research. The Data will not be used in research that is subject to consulting or licensing obligations to another entity unless written permission is first obtained from PBRC. Recipient is advised that PBRC enters into agreements from time-to-time which grants rights to commercialize the technology developed by PBRC and that the rights to commercial application of the Data may have been granted to another party or may be granted to another party in the future.

- 8. If the origin of the Data provided is federal funds, the determination of rights in ownership and disposition of inventions resulting from the performance of the Research and the

administration of patents will be in accordance with 37 CFR 401 and the terms of this license. Recipient agrees to comply with regulations regarding inventions pursuant to 37 CFR 401. Any copyrighted materials are subject to royalty-free non-exclusive and irrevocable license to PBRC and U.S. Government to reproduce, publish or otherwise use the copyrighted material for noncommercial purposes and to authorize other to do so for federal purposes. Recipient acknowledges the rights of the U.S. Government to use the data.

9. This license shall not be interpreted to prevent or delay publication of Results. Recipient agrees to provide appropriate acknowledgment of the source of the Data in all publications and presentations based on use of the Data, and agrees to furnish the Pennington/Louisiana NORC Repository with a copy of the manuscript or abstract disclosing such results prior to submission thereof to publisher, and not less than thirty (30) days prior to publication to allow PBRC an opportunity to protect proprietary or intellectual property rights relating to the Data that might be contained in such disclosure. For the avoidance of doubt, the Data shall not be considered Results and shall not be included in any public disclosure.
10. Annually the Recipient and Recipient Scientist shall provide a report to the Pennington/Louisiana NORC Repository at [norcrepository@pbrc.edu](mailto:norcrepository@pbrc.edu) of the number of presentations, number of publications, and number of grants submitted and grants awarded, which use this data extraction as support for their work.
11. The Recipient certifies that it will obtain approval (or exemption) from its IRB for receipt of the Data and its use as set forth herein.
12. If the Data was developed from research involving human subjects, the Data will be either anonymized or de-identified and all Protected Health Information ("PHI"), as defined by the federal Health Insurance Portability and Accountability Act of 1996, including all modifications or additions thereof (collectively, "HIPAA"), will have been removed and Recipient will not be provided with any information that could be used to identify the subjects from whom the Data was collected ("Subjects"), although PBRC may retain a confidential link to the Subjects identity. If the Data was developed from research involving human subjects and is considered a Limited Data Set as defined by the HIPAA regulations, Data Use Agreement as defined by HIPAA shall be incorporated therein in **Appendix B**. Neither Recipient nor Recipient Scientist shall make any attempts to determine the identity of those Subjects, or to contact the Subjects. Should a Subject from whom the Data was collected object to the use set forth herein, then Recipient agrees to promptly comply with PBRC's request to return or destroy any such Data.

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