Apta-Index DATA USE AGREEMENT FOR LIMITED DATA SETS

This Data Use Agreement (“Agreement”), effective as of , 20\_\_ (“Effective Date”), is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Recipient”) and Aptagen, LLC (“Source”). The purpose of this Agreement is to provide Recipient with access to a Limited Data Set (“LDS”) for use in the following titled research project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Project Name) under the direct supervision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Principal Investigator) for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Research”).

1. Preparation of the LDS. Source shall prepare and furnish to Recipient an LDS.
2. Minimum Necessary Data Fields in the LDS. In preparing the LDS, Source or its Business Associate shall include the data fields specified by the parties from time to time, which are the minimum necessary to accomplish the purposes set forth in Section 5 of this Agreement.
3. Responsibilities of Recipient.

Recipient agrees to:

* 1. Use or disclose the LDS only as permitted by this Agreement or as required by law;
	2. Use the LDS only for academic research. The LDS is not permitted to be disclosed or used for commercial purposes;
	3. Use appropriate safeguards to prevent use or disclosure of the LDS other than as permitted by this Agreement or required by law;
	4. Report to Source any use or disclosure of the LDS of which it becomes aware that is not permitted by this Agreement or required by law, including the presence of prohibited identifiers in the LDS;
	5. Require any of its subcontractors or agents that receive or have access to the LDS to agree to the same restrictions and conditions on the use and/or disclosure of the LDS that apply to Recipient under this Agreement; and
	6. Obtain approval from Source prior to public disclosure or publication of any Research results based on the LDS. Recipient must also provide verbal and/or written acknowledgement of the source of the LDS as appropriate in any public disclosure or published works.
1. Permitted Uses and Disclosures of the LDS. Recipient may use and/or disclose the LDS only for the Research described in this Agreement or as required by law.
2. Term and Termination.
	1. Term. The term of this Agreement shall commence as of the Effective Date and be valid for a period of five (5) years from the Effective Date. If the Recipient desire to keep the LDS for a longer period, a justification in writing should be made to the Source.
	2. Termination by Recipient. Recipient may terminate this agreement at any time by notifying the Source and returning or destroying the LDS.
	3. Termination by Source. Source may terminate this agreement at any time by providing thirty (30) days prior written notice to Recipient.
	4. For Breach. Source shall provide written notice to Recipient within ten (10) days of any determination that Recipient has breached a material term of this Agreement. Source shall afford Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by Source.
	5. Effect of Termination. Sections 3, 4, 5(e) and 6 of this Agreement shall survive any termination of this Agreement under subsections c or d.
3. Miscellaneous.
	1. Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with changes in federal law that materially alter either or both parties’ obligations under this Agreement. Provided however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in section 5.
	2. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
	3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
	4. Video Call Interview. Prior to releasing the LDS, Recipient agrees to participate in a video call interview with Source to confirm understanding of the Purpose and Responsibilities related to the LDS.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**SOURCE**

G. Thomas Caltagirone, Ph.D., President & CEO

Aptagen, LLC

250 North Main Street, Jacobus, PA 17407

**RECIPIENT**

**By:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Printed Name & Title)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Organization)

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(Address)