DATA USE AGREEMENT

This DATA USE AGREEMENT (the “Agreement”) is made and entered into effective as of [ ](the “Effective Date”) by and between

Department of Surgery, Ruijin Hospital, Shanghai Key Laboratory for Gastric Neoplasms, Shanghai Jiao Tong University School of Medicine, 197 Ruijin Road, Shanghai 200025, China

and

[ ] (the “Recipient”), located at[

]

Whereas, the Provider desires to transfer to Recipient, and Recipient desires to receive certain data sets of the Provider to enable Recipient to perform certain analysis for the research purpose.

 NOW, THEREFORE, in reliance upon and in consideration of the following undertakings and for other good and valuable consideration, the parties hereby agree as follows:

1. Promptly after the Effective Date, Provider shall provide access to Recipient the Individual sequence data and assembled data for the paper titled as ‘**HUPAN: a pan-genome analysis pipeline for human genomes**’ (the “Data”). Upon receipt of the Data, Recipient will utilize its expertise and facilities to undertake the scientific studies. Recipient acknowledges that the Provider is bound by third party agreements that restrict the use of the Data for certain research purposes only. Recipient shall use the Data solely for conducting the Studies under this Agreement and for no other purpose, including without limitation any commercial purpose or research.
2. Recipient agrees that there will be no attempts made to use the Data for the purpose of uniquely identifying a natural person.
3. Recipient shall not sell, transfer, disclose or otherwise provide access to the Data, any method or process relating thereto or any results that could not have been made but for the foregoing to any person or entity without the written consent of the Provider, except that Recipient may allow access to the Data to its employees, officers, affiliates and visiting workers who require such access in order to conduct the Studies and solely for purposes consistent with this Agreement; provided that such employees, officers, affiliates and visiting workers are bound by agreement to retain and use the Data in a manner that is consistent with the terms of this Agreement.
4. Nothing in this Agreement shall be construed as conferring on Recipient any express or implied license or option to license the Data, or any intellectual property owned or controlled by the Provider.
5. Either Party shall have the right to unilaterally terminate this Agreement for any reason with thirty (30) days prior written notice.
6. This Agreement sets forth complete and final agreements of the parties and supersedes and terminates all prior agreements and understanding, written or oral, between the parties hereto, with respect to the subject matter hereof. This Agreement may be amended only by a written agreement signed by authorized representatives of the parties.
7. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have by duly authorized persons, executed this Agreement, as of the Effective Date.

Provider: Recipient:

By: By:

Title: Title: