



COSMIC TERMS AND CONDITIONS FOR ACADEMIC USE (“TERMS AND CONDITIONS”)

About COSMIC

Genome Research Limited, a company incorporated in England (under company registration number 2742969) and registered as a charity (registration number 1021457), operating as Wellcome Sanger Institute, whose principal place of business is at Wellcome Genome Campus, Hinxton, Cambridge, CB10 1SA, United Kingdom (“GRL”) has compiled COSMIC, a database academic in nature which represents an aggregation of published datasets, scientific publications and their analysis under a common ontology.

“**COSMIC**” as used below means: the COSMIC database generated by GRL, and its content, in whole or in part, including such parts referred to as “COSMIC”, “COSMIC cell lines” and “COSMIC genomes” available from the COSMIC website, as amended from time to time.

“**Download Sites**” means all sites and methods through which GRL allows downloading of COSMIC data. GRL grants academic end users employed by an academic institution registered with COSMIC (“**Registered User**”) the right to use COSMIC data subject to the acceptance of these Terms and Conditions.

“**Non-Commercial End User**” an academic end user employed by an academic institution to which COSMIC is sub licensed, transferred or otherwise distributed by a Registered User for use in accordance with the Permitted Use only .

“**Tool Incorporating COSMIC**” proprietary or third party software or database into which COSMIC or any part of COSMIC is integrated.

For clarity users employed by or otherwise affiliated with commercial institutions wishing to use COSMIC through the download sites will have to first enter into a licence agreement with GRL (GRL can be contacted by e-mail at cosmic-translation@sanger.ac.uk).

Permitted Use

Subject to acceptance of these Terms and Conditions Registered Users will have the non-exclusive right to use COSMIC free of charge for non-commercial research and educational purposes which include downloading, reproducing, manipulating, copying in whole or in part the content of COSMIC, in the course of such non-commercial research and educational use. Registered User can also (i) disclose data from COSMIC reasonably necessary to enable publication of scientific papers (“Publication Enablement”) and (ii) sub-license, transfer or otherwise distribute COSMIC either on its own or within a Tool Incorporating COSMIC to a Non-Commercial End User only subject to the Registered User making the Non-Commercial End User aware that they are required to comply with these Terms and Conditions.

For clarity, except as set out above for (i) Publication Enablement and (ii) use by a Non-Commercial End User, Registered Users shall not, rent, sublicense, assign, export, transfer, grant access to, display, share or otherwise distribute COSMIC to any third party in any form or manner whatsoever.

If Registered User wishes to use COSMIC:

- (i) for commercial purposes¹, including but not limited to provision of services to third parties, Registered User will need first to discuss with GRL (GRL can be contacted by e-mail at cosmic-translation@sanger.ac.uk) and if appropriate enter into a separate licence agreement;
- (ii) for the purpose of leasing, renting, sublicensing, assigning, exporting, transferring, granting access to, displaying, sharing or otherwise distributing COSMIC on its own or integrated into a Tool Incorporating COSMIC save as referred to in the section entitled Permitted Use above ; Registered User will need first to discuss with GRL as above in order to agree a mechanism* to allow the distribution of COSMIC or the Tool Incorporating COSMIC in a manner that supports the long term sustainability of COSMIC as a public resource. For the sake of clarity the restriction at (ii) above also applies where a Tool Incorporating COSMIC is made available on an open access basis with commercial use permitted.

*Such mechanism may include a requirement to highlight to users that a licence to use COSMIC is required but will be confirmed to the relevant Registered User in writing.

Username and Password

Following registration with COSMIC, Registered User will be given access to COSMIC using a unique username & password activated by GRL.

During such registration GRL may require some information, such as institutional email, reasonably needed to identify the Registered User, his/her employer or institution to which he/she is affiliated and Registered User will provide true and accurate information and should any of this information change Registered User will notify GRL² at cosmic@sanger.ac.uk.

Registered User will not provide such username & password to anyone and will not allow anyone to access COSMIC by using his/her username & password.

GRL reserves the right to revoke access to COSMIC via this username & password if in GRL's reasonable opinion Registered User has failed to comply with any of the provisions of these Terms and Conditions. If a Registered User's right to access COSMIC is revoked the right of any Non-Commercial End User to access COSMIC shall also automatically terminate. GRL may direct the Registered User to revoke the access to COSMIC of any Non-Commercial End User at any time if in GRL's reasonable opinion the Non-Commercial End User has failed to comply with the provisions of these Terms and Conditions.

Privacy Notice

Personal data (as defined in the Data Protection Act 1998) will be used by GRL for the purpose of managing the Registered User's use of COSMIC. This may include, but will not be limited to, recording download activities for the purpose of product improvement. Registered User has the right to ask for a copy of the personal data that GRL holds about him/her and for this purpose GRL may be contacted

¹ For clarity the use of COSMIC for commercially sponsored non-commercial research shall not be considered use of COSMIC for "commercial purpose", subject to the Registered Users not renting, sublicensing, assigning, exporting, transferring, granting access to, displaying or otherwise sharing or distributing COSMIC to the commercial sponsor.

² For clarity the Registered User who subsequently to the registration terminates his/her employment or affiliation with the original institution and moves to another institution will need to make a new registration in order to continue to use COSMIC.

at the e-mail address dataprotection@sanger.ac.uk or at the postal address Head of Legal, Wellcome Sanger Institute, Wellcome Genome Campus, Hinxton, Cambridge, CB10 1SA, United Kingdom.

Publication

Registered User shall acknowledge COSMIC in any publication arising from activities carried out using COSMIC.

Registered User will not use the name, logo or trademark of GRL, or the name of any member of GRL's staff, in any publicity, advertising or news release without the prior written approval of GRL.

No other rights

Save as expressly provided, nothing in these Terms and Conditions shall operate to transfer any right to or grant any licence of any intellectual property rights of GRL in any part of COSMIC.

No Warranty

Registered User hereby acknowledges that whilst GRL compiled the COSMIC database, COSMIC contains data entries that may be known publically and/or may not be original, that COSMIC, including without limitation all information contained therein, is experimental and academic in nature, and is not licensed or certified by any regulatory body.. GRL provides COSMIC "as is" and does not make, and hereby excludes, all representations or warranties of any kind, whether express or implied, by fact, operation of law or otherwise and that without limiting the foregoing GRL expressly disclaims all warranties of accuracy of any data contained in COSMIC, merchantability of COSMIC, fitness of COSMIC for a particular purpose, that COSMIC will meet the Registered User's requirements, that the use of COSMIC will be error-free, uninterrupted, or will produce accurate results or that COSMIC will not infringe third party rights.

GRL hereby excludes to the fullest extent permitted by law all liability for any action, claim, proceedings, demands, losses (including but not limited to loss of profit), costs, awards damages and payments made by Registered User that may arise (whether directly or indirectly) in any way whatsoever from the use of COSMIC by Registered User whether or not in accordance with these Terms and Conditions.

GRL reserves the right to make changes to COSMIC at any time without notice and may, among other things, amend or withdraw any content of COSMIC on any of the Download Sites.

No particular level of service or access is guaranteed by GRL.

REGISTERED USER ACKNOWLEDGES AND AGREES THAT COSMIC IS NOT A CLINICAL TOOL AND IT IS NOT VALIDATED FOR CLINICAL USE. COSMIC IS AN INFORMATION RESOURCE FOR RESEARCH.

Changes to the Terms and Conditions

These Terms and Conditions state to the Registered User the terms on which a Registered User may make use of COSMIC through the COSMIC Download sites.

GRL may revise these Terms and Conditions at any time and Registered User is advised from time to time to take notice of any changes GRL made at the web site <https://cancer.sanger.ac.uk>, as they are binding on Registered Users.

Applicable Law

These Terms and Conditions are governed by English law and are subject to the exclusive jurisdiction of the courts of England and Wales.

Contact us

Any contact to GRL about COSMIC can be made by email at cosmic@sanger.ac.uk.

References to a “Registered User”

References in these Terms and Conditions to a “Registered User” shall be interpreted to include a “Non-Commercial End User” where applicable.

As part of my agreement to the above Terms and Conditions:

- I confirm I am employed by an academic institution;
- I agree that my use of COSMIC shall be solely non-commercial;
- I agree not to transfer, grant access to, share with or otherwise distribute COSMIC to any end user other than a Non-Commercial End User as referred to in the section entitled Permitted Use above without first obtaining the permission of GRL (GRL can be contacted by email at cosmic-translation@sanger.ac.uk);
- I agree that GRL provides COSMIC “as is” without any representations or warranties of any kind, that COSMIC is not a clinical tool or validated for clinical use and that GRL excludes to the fullest extent permitted by law any liability that may arise from my use of COSMIC;
- I agree that any change to these Terms and Conditions will be notified at the website <http://cancer.sanger.ac.uk>
- I agree to make any Non -Commercial End User aware that they are required to comply with these Terms and Conditions.
- I agree to these Terms and Conditions.