



## **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 (#1021457), operating as Wellcome Trust 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 Download Sites, as amended from time to time.

“**Download Sites**” means all sites through which GRL allows downloading of COSMIC, including without limit <sftp://sftp-cancer.sanger.ac.uk/files>, <http://cancer.sanger.ac.uk>, the COSMIC biomart, COSMIC genome browser and COSMIC website download functionality. GRL grants academic end user employed by a not-for profit institution registered at the Download Sites (“**Registered User**”) the right to use COSMIC subject to acceptance of these Terms and Conditions.

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](mailto:cosmic-translation@sanger.ac.uk)).

### **Permitted Use**

Subject to acceptance of these Terms and Conditions Registered Users will have the non-exclusive, non-sublicensable, non-transferable right to use COSMIC free of charge for internal, 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 internal, non-commercial research and educational use, Registered User can also disclose data from COSMIC reasonably necessary to enable publication of scientific papers (“**Publication Enablement**”).

For clarity, except as set out above for Publication Enablement, 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 purposes<sup>1</sup>, including but not limited to provision of services to third parties; or

(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 proprietary or third party software or database;

Registered User will need first to obtain consent from and enter into a separate licence agreement with GRL (GRL can be contacted by e-mail at [cosmic-translation@sanger.ac.uk](mailto:cosmic-translation@sanger.ac.uk)).

### **Username and Password**

Following registration at the Download Site, 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 GRL<sup>2</sup> at [cosmic@sanger.ac.uk](mailto: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.

### **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 at the e-mail address

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<sup>1</sup>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.

<sup>2</sup> 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.

[dataprotection@sanger.ac.uk](mailto:dataprotection@sanger.ac.uk) or at the postal address Head of Legal, Wellcome Trust 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.

Subject to the foregoing, 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. Furthermore, COSMIC is being developed by GRL primarily as an academic tool. Therefore 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.

**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 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 <http://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](mailto:cosmic@sanger.ac.uk).