

## About COSMIC and licensing

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### New users

By **clicking on the "I agree" button** you agree to the terms and conditions contained herein. If You do not agree to the terms of this licence, You may not download or access COSMIC.

### Registered users

If You are already a registered user and you are receiving these terms as updated terms and conditions, **Your continued use of COSMIC shall be deemed acceptance of these terms and conditions.** These terms and conditions shall supersede any previous terms and conditions. Unless stated otherwise, these shall apply to all releases of COSMIC, including prior versions that You may have downloaded.

If You **do not agree** with these updated terms and conditions, Your licence is hereby revoked and **You shall immediately:**

1. Discontinue all use of COSMIC
2. Delete any copies of COSMIC in your possession
3. Certify to GRL in writing that You have complied with the foregoing provisions
4. Delete my account

## Definitions

“**COSMIC**” means the COSMIC database generated by GRL. This includes its content, in whole or in part, including such parts referred to as “COSMIC” and “COSMIC Cell Lines Project” as available from the COSMIC website: <https://cancer.sanger.ac.uk/> as amended from time to time

“**Download Sites**” means all sites and methods through which GRL allows downloading of COSMIC data.

“**Non-Commercial Use**” means any use for the purposes of internal research or education, except any use:

1. by or for a company or organisation whose primary purpose is to make money, otherwise known as a “for-profit” company or organisation; or
2. by or for a company or organisation whose primary purpose is to serve a charitable, educational, scientific or literary purpose otherwise known as a “not-for-profit” company or organisation, and where such use relates to an individual’s health, wellbeing or any medical

condition, and where the individual or their agent or guardian, has directly or indirectly (other than through taxation) paid money for the generation of or access to, such results or data.

“Registered User” or “You” means the individual who has registered for an account with GRL for non-commercial use of COSMIC.

## Permitted Use

Subject to acceptance of these Terms and Conditions, You are hereby granted a non-exclusive, royalty free right to use COSMIC for Non-Commercial Use. Further, You are hereby permitted to disclose data from COSMIC solely to the extent necessary to enable publication of Your scientific papers (“Publication Enablement”) provided that any such disclosure is accompanied with an acknowledgement of the use of COSMIC (including the specific version number).

Except for Publication Enablement, no right is granted for You to transfer, grant access to, display, share or otherwise distribute COSMIC to any third party in any form or manner.

### Commercial use

If a Registered User wishes to use COSMIC for commercial purposes including, but not limited to, provision of services to third parties, the Registered User will need to obtain a separate written license agreement by contacting QIAGEN GmbH at [bioinformaticssales@qiagen.com](mailto:bioinformaticssales@qiagen.com).

### Non-commercial use

For any other purposes a Registered User will need to contact [cosmic@sanger.ac.uk](mailto:cosmic@sanger.ac.uk). Following registration with COSMIC, the Registered User will be given access to COSMIC using a unique username and password activated by GRL.

During such registration, GRL may require some information, such as valid institutional or company email. This will be limited to information reasonably needed to identify the Registered User and the employer or institution to which they are affiliated. You will provide true and accurate information and should any of this information change, You will immediately notify GRL at [cosmic@sanger.ac.uk](mailto:cosmic@sanger.ac.uk).

The employer of a Registered User, or the institution to which the Registered User is affiliated, shall be liable for any breaches of these Terms and Conditions by the Registered User. In accepting these Terms and Conditions, You confirm that You are authorised to agree to the foregoing liability on behalf of Your employer or the institution to which You are affiliated.

A Registered User is expressly prohibited from disclosing their username and password to anyone and will not allow anyone to access COSMIC by using their username and password.

GRL reserves the right to revoke access to COSMIC by a Registered User if, in GRL’s reasonable opinion, the Registered User has failed to comply with any of the provisions of these Terms and Conditions or if their association with their institute or company ceases.

## **Privacy Notice**

Personal data (as defined in the Data Protection Act 2018) 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 via email address at [dataprotection@sanger.ac.uk](mailto:dataprotection@sanger.ac.uk) or at the postal address General Counsel, Wellcome Sanger Institute, Wellcome Genome Campus, Hinxton, Cambridge, CB10 1SA, United Kingdom.

## **Marketing**

Except as required to acknowledge use of COSMIC in publications, You will not, and will not permit anyone else to use the name, logo or trademark of GRL (including COSMIC), or the name of any member of GRL's staff, in any publicity, advertising or news release without the prior written approval of GRL.

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

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## **Changes to the Terms and Conditions**

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

### **Assignment**

You may not assign or otherwise transfer any rights or obligations under these Terms and Conditions, except with the prior written consent of GRL. GRL may assign their rights or these Terms and Conditions without restriction, and the Terms and Conditions shall be binding on any such successor or assign.

### **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).