

For accessing and using data within the Platform for Aggregations of Clinical TB Studies:

Terms and Conditions

I request access to data collected by the Platform for Aggregations of Clinical TB Studies (TB-PACTS) for the purpose of scientific investigation, teaching or the planning of clinical research studies and agree to the following terms and conditions:

1. I will not attempt to establish the identity of, or make contact with, any of the subjects.
2. I will not disclose these data beyond the use(s) specifically outlined in this application.
3. I will require anyone with whom I share these data to comply with these terms and conditions.
4. I will accurately provide any information requested regarding persons who will use these data and the analyses that are planned using these data.
5. I will comply with any rules and regulations imposed by my institution and its institutional review board in requesting and using these data.
6. I will not sell any of the data comprising the TB-PACTS data platform or any portion of the data comprising the TB-PACTS data platform.
7. I will ensure that Investigators who utilize TB-PACTS data use appropriate administrative, physical, and technical safeguards to prevent the use or disclosure of the data other than as provided for by this Agreement.
8. I will report any use or disclosure of the data not provided for by this Agreement of which I become aware within 5 days of becoming aware of such use or disclosure.
9. Neither C-Path nor the organizations that contributed data to the TB-PACTS data platform make any representation or warranty, express, implied, statutory or otherwise with respect to the TB-PACTS data platform or the data contained therein.
10. Neither C-Path nor the organizations that contributed data to the TB-PACTS data platform, nor any of their respective directors, officers, employees, agents or affiliates shall have any liability to you as a result of your use of the TB-PACTS data platform or any of the data contained therein (whether as a result of direct, indirect, incidental, special, exemplary, punitive, consequential or other damages) however caused and on any theory of liability. This limitation will apply even if C-Path or a contributing organization has been advised of the possibility of such damage.
11. By accessing the TB-PACTS data platform, you agree to indemnify, defend and hold harmless C-Path and each data contributor and each of their respective directors, officers, employees, agents and affiliates (each an "indemnified party" and collectively, the "indemnified parties"), from and against any and all liabilities, losses, damages, costs and expenses (and all legal costs including reasonable attorneys' fees, court costs, expenses and settlements resulting from any action or claim) incurred by, or asserted against any indemnified party arising from or relating to any claim or action brought by a third party that arises from or results from your use of the TB-PACTS data platform and/or your possession and use of any data you obtained from the TB-PACTS data platform, whether by download or otherwise. If any such claim or proceeding arises, the applicable indemnified party shall give written notice of the claim to you promptly after the indemnified party receives notice of its existence. You shall have the right, at your expense, to employ counsel to defend against the claim, and to compromise, settle or otherwise dispose of the claim, all at your expense, provided that no compromise or settlement of any claim admitting liability of or imposing duties or performance upon any indemnified party may be effected without the prior written consent of such indemnified party. If you do not initiate efforts to defend against or resist the claim within thirty (30) days after receiving notice from any indemnified party, the indemnified party shall be free to investigate, defend, compromise, settle or otherwise dispose of the claim and incur other costs in connection therewith, for the account and at the expense of you in such manner as the indemnified party deems in its best interest.
12. If I publish abstracts using data from the TB-PACTS data platform, I will cite the Platform for Aggregations of Clinical TB Studies as the source of the data.
13. If I publish abstracts using data from the TB-PACTS data platform, group authorship of the Platform for Aggregations of Clinical TB Studies will not be cited in the authorship line of the abstract.
14. If I publish manuscripts using data from the TB-PACTS data platform, I will include the phrase "for the Platform for Aggregations of Clinical TB Studies *" on the author line of the manuscript, after the named authors, with the asterisk referring to the following statement and list of names:

“*Data used in the preparation of this article were obtained from the Platform for Aggregations of Clinical TB Studies. As such, C-Path and the investigators within the organizations that contributed data to the platform assisted with the design and implementation of the data platform and/or provided data, but did not participate in the analysis of the data or the writing of this report.”

15. If I publish manuscripts using data from the TB-PACTS data platform, I will include language similar to the following in the methods section of my manuscripts to accurately acknowledge data gathering by Platform for Aggregations of Clinical TB Studies:

“Data used in the preparation of this article were obtained from Platform for Aggregations of Clinical TB Studies. The Platform for Aggregations of Clinical TB Studies initiative is a public-private partnership launched in May 2015 by Critical Path Institute (C-Path), the Special Programme for Research and Training in Tropical Diseases (TDR), the Global Alliance for TB Drug Development (TB Alliance), and St. George’s, University of London.”

16. I will submit all manuscripts/abstracts/slides/presentations that have utilized data from the TB-PACTS data platform to C-Path for review by the TB-PACTS steering committee prior to submitting them to a journal. This review will not be a scientific review, but is intended to ensure that the items required above are correctly implemented. The TB-PACTS steering committee will maintain confidentiality of the manuscript and will complete its review within three weeks of receipt.
17. I agree that after review by the TB-PACTS steering committee of the material presented, I will submit the material to a peer-reviewed publication within six months of said review.
18. I agree to inform the TB-PACTS steering committee of the publication reference within three months of the material being published.
19. I agree to allow my institution/organization name and a brief description of proposed research or study to be made publicly available.

IMPORTANT NOTE: *It is the policy of the TB-PACTS data platform to add additional data as it becomes available. However, data analysis is expected to take years as methods for analysis of these data evolve. Therefore, I understand that any processed data that I download might be preliminary and that results may change as new data are added.*

20. In the event that I download data from the TB-PACTS data platform for the purposes of analysis and future publication in the form of abstracts and/or publications, I will note the date of the data I download, and I will check the platform to determine if updated data have been provided prior to submission of any material for publication.

I understand that failure to abide by these guidelines will result in termination of my access to the Platform for Aggregations of Clinical TB Studies.

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