

Terms of Use

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Welcome

Welcome to the COVID-19 Workbench (the **COVID-19 Workbench**), a service hosted and operated by Aridhia on behalf of the Bill & Melinda Gates Foundation (the **Foundation**), a Washington charitable trust and a member of the [International COVID-19 Data Research Alliance \(ICODA\)](#). The purpose of the COVID-19 Workbench is to unite data from international clinical trials and biomedical and health research to enable discoveries that benefit all people, everywhere, by reducing the harm of the COVID-19 pandemic and future pandemics (the **Purpose**).

Workbench Data

Unless otherwise specifically stated, the COVID-19 Workbench contains anonymized data (the **Workbench Data**), which has been provided by third parties (the **Data Contributors**) for the Purpose.

Authorized users

You may only access the COVID-19 Workbench if you have been authorized to do so by ICODEA. To become an authorized user you must (a) be approved by ICODEA to access the COVID-19 Workbench for the Purpose, (b) register to access the COVID-19 Workbench, and (c) accept and comply at all times with these Terms of Use. If you are not such an authorized user you are not entitled to access the COVID-19 Workbench. Please contact ICODEA to find out more about becoming an authorized user: international.alliance@hdruk.ac.uk.

General terms

By accessing the COVID-19 Workbench you agree to:

1. Not copy, download, transfer or otherwise remove from the COVID-19 Workbench to any external location or share with any other person any Workbench Data (other than data uploaded by you) unless you have received specific written approval from ICODEA and comply with paragraph 4 below.
2. Not upload any personal data as defined by the General Data Protection Regulation (**Personal Data**) to the Workbench.
3. Not attempt to identify individuals from the Workbench Data or to aggregate Workbench Data with other data that could enable individual identification.
4. Ensure that all statistical results and outputs: (a) are fully anonymized such that no individual can be identified; (b) do not contain any Personal Data; (c) do not breach any individual's privacy, any provision of UK GDPR or other applicable laws in any applicable jurisdiction; and (d) comply with any applicable data use agreements you may have entered into relating to the COVID-19 Workbench.
5. Communicate any results of research in an open access publication, including such attribution, acknowledgement or accreditation to the researcher, project, ICODEA, COVID-19 Workbench, and Data

Contributors and participants as ICODA may determine, and in accordance with the [ICODA Publication](#) and [Attribution policies](#).

6. Comply with all applicable laws, regulations, and rules in using the COVID-19 Workbench and Workbench Data.

7. Comply with your organization's applicable policies and processes, including but not limited to any policies or processes relating to security, confidentiality, data protection, and ethical reviews.

8. Comply with all [ICODA principles](#).

9. Comply with the Aridhia DRE [privacy policy](#) provided that in case of conflict between these Terms of Use and the Aridhia DRE privacy policy these Terms of Use take precedence.

10. Not attempt to bypass or override the built-in COVID-19 Workbench security controls including, but not limited to:

- Inbound connectivity controls and restrictions
- Outbound connectivity controls and restrictions
- Workspace segregation and permissions
- Virus scanning
- Supported data ingestion methods
- Supported data extract mechanisms including Airlock approved exports and transfers between Workspaces.

(together the **Security Controls**).

11. Report any breach or suspected breach of the Security Controls or any other provision of these Terms of Use by any person immediately to servicedesk@aridhia.com.

12. Keep your allocated username and password secure, not disclose them to anyone else, and not allow anyone else to use them.

13. Log out or lock your screen if you leave your workstation unattended for any length of time.

14. Ensure that your use of the COVID-19 Workbench does not breach the Aridhia DRE [fair usage policy \(Fair Usage Policy\)](#), provided that in case of conflict between these Terms of Use and the Fair Usage Policy these Terms of Use take precedence.

Personal data

Before you are provided access to Workbench Data containing Personal Data, you will be required to execute a data use agreement regarding such access. Upon execution, such data use agreement will be incorporated here by this reference. In the event of any conflict between these Terms of Use and that data use agreement, the terms of the data use agreement will prevail.

Data uploaded by you

If you upload data to the COVID-19 Workbench for your own use, you represent and warrant that: (a) such data does not contain Personal Data and when aggregated with Workbench Data will not enable identification of any individual; (b) you have all rights, title, and interest in and to such data required to upload and use such data in the COVID-19 Workbench; (c) such data does not and will not infringe, violate, or misappropriate any third-party rights including but not limited to third party intellectual property rights and the rights of data subjects under applicable data protection laws; and (d) you have all full and proper consents, permissions, approvals, authorizations, and legal bases necessary to permit the disclosure, transfer (including cross-border transfer), storage, maintenance, and use of such data on the COVID-19 Workbench.

Updates to these Terms of Use

Aridhia reserves the right to change these Terms of Use at any time by posting changes online. Your continued use of the COVID-19 Workbench after changes are posted constitutes acceptance of these Terms of Use as modified by the posted changes. If you do not accept the posted changes, you must immediately notify servicedesk@aridhia.com and immediately cease all use of the COVID-19 Workbench.

Termination

Aridhia may terminate your right to access the COVID-19 Workbench or any Workbench Data immediately without notice at any time for any reason, including in the event of a breach by you of any of these Terms of Use. Upon the termination of your access or upon Aridhia's request, you will promptly return or destroy any Workbench Data and any output, derivative data or analysis derived from Workbench Data in your possession.

Indemnification

You shall indemnify, defend and hold harmless Aridhia, Foundation, ICODA members, and Data Contributors, and each of their respective officers, employees, agents, successors, heirs and assigns (the Indemnitees), against any liability, cost, damage, loss or expense (including, without limitation, reasonable attorneys' fees and expenses of litigation and any direct, indirect or consequential losses, loss of reputation and all interest or penalties) incurred by or imposed upon the Indemnitees, or any one of them, in connection with any third party claims, suits, actions, demands or judgments to the extent arising out of (a) your use of the Workbench Data in breach of these Terms of Use or the activities conducted pursuant hereto, or (b) your negligence or willful misconduct, or (c) any claim for actual or alleged infringement of any third party's intellectual property rights. Your indemnification obligations will not apply to any liability, damage, loss, or expense to the extent that is attributable to the fraud, negligence, or willful misconduct of the Indemnitees.

Representations; Disclaimer of Warranties

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Publicity

ICODA may publicly disclose your name, project title and a list of datasets accessed by you.

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