**Data Request Form**

A Data Requestor who wishes to request for data from a Data Contributing Institution shall do so by submitting this Data Request Form to the Grantor for review and approval by the Data Contributing Institution, accompanied by a signed copy of the Terms of Use of the Final Research Data in the Research Data Repository (“**Terms of Use**”) at Section V of this Data Request Form. The Data Request Form must also be endorsed by the Data Requestor’s institution (a “**Relevant Institution**”).

Unless otherwise defined in this Data Request Form (which includes the Terms of Use at Section V) or indicated to the contrary, all terms used herein shall have the meanings as ascribed to them in the Research Data Governance and Sharing Framework available at <https://www.nmrc.gov.sg/policy-guideline/data-sharing> as may be revised from time to time (“**Framework**”) and the NMRC Research Grant Terms and Conditions available at <https://www.nmrc.gov.sg/policy-guideline/research-grant-terms-conditions>, as may be revised from time to time.

**I. Details of Data Requestor**

A “**Data Requestor**” means an individual who: -

1. is making a request for the access and use of the Final Research Data in the Research Data Repository to carry out the Proposed Research; and
2. is an employee with a primary appointment (i.e., he/she spends most of his/her working hours) in a Singapore Public Institution at a level equivalent to a Principal Investigator.

|  |  |
| --- | --- |
| Name of Data Requestor |  |
| Data Requestor’s institution  |  |
| Data Requestor’s current position in the institution |  |
| Data Requestor’s Email Address |  |

**II. Affiliates**

An “Affiliate” means an individual who: -

1. is collaborating with the Data Requestor on the Proposed Research (see Section IV below);
2. requires access to and use of the Final Research Data in the Research Data Repository for the collaboration referred to in sub-paragraph 1 above; and
3. is an employee of a Singapore Public Institution. For the avoidance of doubt, an Affiliate does not include an employee of any institution located in Singapore other than a Singapore Public Institution, or any institution located outside Singapore.

**List of Affiliates**

|  |  |  |  |
| --- | --- | --- | --- |
| S/N | Name | Institution | Current Position |
|  |  |  |  |
|  |  |  |  |

**III. Data Requested**

Please provide the following information in relation to the Final Research Data that you wish to access and use.

|  |  |
| --- | --- |
| Project ID |  |
| Project Title |  |
| Lead Principal Investigator |  |
| Data Contributing Institution |  |
| Data Use Limitation (as stated on the Research Data Repository) |  |

**IV. Research Use Statement**

In no more than 2 pages (with Arial font 10), please provide a statement that includes information on the following ("**Research Use Statement**"):

1. objectives of the Data Requestor’s proposed research (“**Proposed Research**”);
2. study design and analysis plan for the Proposed Research;
3. explanation of how the Proposed Research is consistent with the Data Use Limitation stated in Section III; and
4. funding source (including those awarded and those pending outcome).

Please provide a 300-word summary of the Research Use Statement to be made publicly available.

*(This is excluded from the 2-page limit.)*

**V. Terms of Use of the Final Research Data in the Research Data Repository**

1. **General**
	1. These are the terms of access and use of the Final Research Data in the Research Data Repository, otherwise referred to as the “**Terms of Use**”. Unless otherwise defined in these Terms of Use or indicated to the contrary, all terms used herein shall have the meanings as ascribed to them in the Research Data Governance and Sharing Framework available at <https://www.nmrc.gov.sg/policy-guideline/data-sharing> as may be revised from time to time (“**Framework**”) and the NMRC Research Grant Terms and Conditions available at <https://www.nmrc.gov.sg/policy-guideline/research-grant-terms-conditions>, as may be revised from time to time.
	2. In these Terms of Use, unless a contrary intention appears:
		1. “**Affiliate**” means an individual who is collaborating with the Data Requestor on the Proposed Research, requires access to and use of the Final Research Data for the said collaboration, and is an employee of a Singapore Public Institution. For the avoidance of doubt, an Affiliate does not include an employee of any institution located in Singapore other than a Singapore Public Institution, or any institution located outside Singapore;
		2. “**Data Request**” means a request for Final Research Data;
		3. “**Data Request Form**” means a data request form submitted by a Data Requestor to the Grantor in the form required by the Grantor;
		4. “**Data Requestor**” means an individual making a Data Request to carry out the Proposed Research, and who is an employee with a primary appointment (i.e., he/she spends most of his/her working hours) in a Singapore Public Institution at a level equivalent to a Principal Investigator;
		5. “**Data Contributing Institution**” means a Host Institution that has contributed data to the Research Data Repository in accordance with the Framework;
		6. “**Proposed Research**” means research proposed to be undertaken by the Data Requestor;
		7. “**Relevant Institution**” means, in relation to a Data Requestor, that Data Requestor’s institution;
		8. “**Research Use Statement**” means the Research Use Statement submitted by a Data Requestor to the Grantor as part of its Data Request;
		9. “**Singapore Public Institution**” means:
2. a public healthcare institution, public university or public research institution in Singapore;
3. a Ministry or statutory board of the Government of Singapore; or
4. any other entity which may be deemed by the Grantor to be a Singapore Public Institution from time to time;
	* 1. words importing the singular only shall also include the plural and vice versa where the context requires;
		2. the headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation;
		3. references to a person include any individual, company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality);
		4. a reference to “written” and “in writing” includes any means of reproducing words in a legible and visible form;
		5. a reference to one gender shall include a reference to the other genders;
		6. a reference to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”;
		7. any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation; and
		8. for the purposes of computing time, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.
	1. To make a Data Request, a Data Requestor and his Relevant Institution shall submit a Data Request Form and a signed copy of these Terms of Use to the Grantor. The Data Contributing Institution will review the Data Request Form, and may seek further information or clarifications from the Data Requestor and his Relevant Institution where necessary. The Grantor will inform the Data Requestor and his Relevant Institution of the outcome of their Data Request and whether the Grantor grants permission for the Data Requestor and his Relevant Institution to access and use the Final Research Data requested.
	2. All grants of permission by the Grantor to access and use the requested Final Research Data for the Proposed Research will be for a term of three (3) years commencing on the effective date of permission stated by the Grantor when the Data Request is approved by the Grantor (“**Access Term**”), unless the grant of permission is earlier terminated by the Grantor in accordance with the Terms of Use. Any request by the Data Requestor and his Relevant Institution (if any) for an extension of the Access Term shall be made no less than three (3) months before the end of the Access Term. The Grantor shall have sole discretion whether to grant any extension of the Access Term. Unless otherwise specified by the Grantor, any extension of the Access Term granted shall be for a period of extension that is approved by the Grantor in its sole discretion and on the same terms and conditions as the Data Request originally approved by the Grantor. Where an extension to the Access Term is granted, the term “Access Term” shall be deemed to include the duration of any such extension.
	3. The Data Requestor and his Relevant Institution’s acceptance of these Terms of Use shall create a binding agreement between the Grantor, the Data Requestor and his Relevant Institution (the “**Parties**”) in relation to the access and use of the Final Research Data in the Research Data Repository.
5. **Access and Use of the Final Research Data in the Research Data Repository**
	1. The Data Requestor and his Relevant Institution shall (and shall ensure that the Affiliates will) use the Final Research Data:
6. in accordance with the Research Use Statement, subject to any conditions and/or limitations imposed by the Data Contributing Institution; and
7. in accordance with these Terms of Use and all applicable policies, guidelines, laws and regulations.

* 1. The Data Requestor and his Relevant Institution shall submit a new Data Request Form to the Grantor if the Data Requestor, his Relevant Institution or any Affiliate intends to use the Final Research Data in any way other than that set out in Clause 2.1. The following situations are non-exhaustive examples of when a new Data Request Form has to be submitted:
1. if there is a substantive change to the scope of the Proposed Research;
2. if another individual replaces the Data Requestor in relation to the Proposed Research;
3. if there is a change to the Relevant Institution; and
4. if the Data Requestor requires access to newer versions of the Final Research Data.

* 1. The Data Requestor shall seek and obtain the Grantor’s prior approval before making any change to the list of Affiliates in Section II of the Data Request Form.
	2. The Data Requestor and his Relevant Institution shall report any proposed change to the Research Use Statement promptly to the Grantor for the Grantor’s approval before the proposed change takes effect.
	3. To avoid doubt, the Grantor may grant permission for the same Final Research Data to be accessed and used by more than one Data Requestor.
1. **Confidentiality and Security Requirements**
2. 1. Except with the prior written consent of the Grantor, the Data Requestor and his Relevant Institution shall (and shall ensure that the Affiliates will):
3. treat as strictly confidential and not disclose any Confidential Information to any person;
4. only use the Confidential Information for the purpose stated in the Research Use Statement, subject to any conditions and/or limitations imposed by the Data Contributing Institution; and
5. not make copies of or sell any Confidential Information, in any form, to any person.
	1. The Data Requestor and his Relevant Institution shall (and shall ensure that the Affiliates will) take all reasonable precautions in dealing with Confidential Information so as to prevent any unauthorised person from having such access to such Confidential Information. The Data Requestor and Relevant Institution shall each procure that all Affiliates to whom Confidential Information is to be made available observe the obligations contained in this Clause 3 as though they were specifically named in Clause 3 and shall, at the request of the Grantor, procure that each of the Affiliates sign an undertaking to safeguard the Confidential Information, if they have not already done so.
	2. The Data Requestor and his Relevant Institution shall (and shall ensure that the Affiliates will) not publish or release, nor allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material (each a “**Document**”) pertaining to any part of the obligations to be performed under these Terms of Use in any media without the prior written consent of the Grantor. To avoid doubt, this Clause shall not apply to any Document published or released by the Grantor.
	3. For the purposes of this Clause 3, “**Confidential Information**” means any information received or obtained in relation to these Terms of Use or the Data Request Form, including the Final Research Data, but does not include information that is:
6. or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Data Requestor, his Relevant Institution or any Affiliate;
7. lawfully in the possession of the Data Requestor and his Relevant Institution or already known to the Data Requestor and his Relevant Institution on a non-confidential basis prior to the Data Requestor receiving or obtaining such information as a result of entering into these Terms of Use, as evidenced by written records; or
8. independently developed by the Data Requestor and his Relevant Institution.
	1. The Data Requestor and his Relevant Institution shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by the Data Requestor and his Relevant Institution pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction, provided the Data Requestor and his Relevant Institution shall, to the extent practicably possible and permissible by law or regulations, give the Grantor prompt and prior notice of any such requirement and shall cooperate with the Grantor to limit the scope of such disclosure to the maximum extent legally possible.
	2. The Data Requestor and his Relevant Institution shall immediately notify the Grantor where the Data Requestor or his Relevant Institution becomes aware of any breach of this Clause 3 by the Data Requestor, his Relevant Institution or any of the Affiliates, and cooperate at their own costs with the Grantor to limit the extent and impact of such breach.
	3. The Data Requestor and his Relevant Institution shall (and shall ensure that the Affiliates will) adhere to the Relevant Institution’s information security best practices in all aspects of data management to assure that only authorised individuals have access to the Final Research Data.
	4. This Clause 3 shall survive the termination or expiry of these Terms of Use.
9. **Prohibition on Identification of Subjects**

The Data Requestor and his Relevant Institution shall (and shall ensure that the Affiliates will) not use the Final Research Data to establish or attempt to establish the identity of any individual to whom the Final Research Data relates. In the event that the Data Requestor, his Relevant Institution or any Affiliate discovers, or is able to deduce, the identity of an individual, the Data Requestor shall immediately notify the Grantor of the same, and suspend the use of the Final Research Data until further notice by the Grantor. The Data Requestor and his Relevant Institution shall (and shall ensure that the Affiliates will) not reveal any individual’s identifying information, or any associated information (such as clinically significant information in the Final Research Data), to any person or attempt to contact any individual.

1. **Disclaimer**

5.1 The Grantor makes no representation or warranty, whether express or implied, of any kind with respect to the Final Research Data, including but not limited to the accuracy, completeness or fitness for a particular purpose of the Final Research Data.

5.2 The Data Requestor and his Relevant Institution acknowledge (and shall ensure that the Affiliates acknowledge) that the access and use of the Final Research Data is undertaken at their sole risk.

1. **Non-Endorsement and Liability**

The Data Requestor and his Relevant Institution shall (and shall ensure that the Affiliates will) not claim, infer, or imply endorsement by the Grantor of the Research Use Statement, the entity or personnel conducting the Proposed Research, or any resulting commercial product(s).

1. **Compliance with Institutional Requirements**

7.1 The Data Requestor and his Relevant Institution shall (and shall ensure that the Affiliates will) seek the necessary approvals from the IRB or an equivalent institution, to use the Final Research Data for the Proposed Research.

7.2 The Data Requestor and his Relevant Institution shall (and shall ensure that the Affiliates will) comply with all applicable legislation that prescribes requirements in relation to data (including the Personal Data Protection Act 2012 and the Human Biomedical Research Act 2015) when carrying out the Proposed Research.

7.3 The Data Request Form and these Terms of Use are made in addition to, and do not supersede, any of the Relevant Institution’s policies or any applicable laws and regulations that provide additional protection for human subjects.

1. **Intellectual Property**

 The Data Requestor and his Relevant Institution may use the Final Research Data to: -

1. develop new diagnostics, therapeutics, or other interventions building on basic discoveries enabled through the Final Research Data; or
2. pursue patent protection on any inventions or discoveries developed through their analysis and use of the Final Research Data.

To avoid uncertainty on ownership/inventorship, the Data Requestor and his Relevant Institution shall consult the Data Contributing Institution prior to any submission related to intellectual property applications.

1. **Format of Data**

 The Data Requestor and his Relevant Institution acknowledge that the Final Research Data may be in any format, depending upon the available technology.

1. **Acknowledgments**

10.1 The Data Requestor and his Relevant Institution shall (and shall ensure that the Affiliates will) acknowledge the contribution of the data contributor(s) who conducted the Research from which the Final Research Data was generated, and the Research Data Repository in all resulting oral or written presentations, disclosures, or publications of the analyses (including but not limited to any manuscript resulting from the Final Research Data), whether or not the Data Requestor and his Relevant Institution are collaborating with the data contributor(s).

10.2 If the Proposed Research involves collaboration with a data contributor, the Data Requestor and his Relevant Institution shall acknowledge the data contributor as co-author, as appropriate, on any publication.

1. **Permission to Post Information Publicly**

The Data Requestor and his Relevant Institution hereby permit the Grantor to post the summary of the Research Use Statement along with the name of the Data Requestor and his Relevant Institution on the Research Data Repository’s website.

1. **Completion** **Report**

The Data Requestor and his Relevant Institution shall submit to the Grantor a completion report within three (3) months after the last day of the Access Term, that includes the following:

1. a summary of research accomplishments, including a list of oral or written presentations, disclosures, abstracts, or publications resulting from the use of the Final Research Data; and
2. the publication number (or a copy) of any published patent application for newly discovered or developed technologies.
3. **Data Use Reporting**

The Data Requestor and his Relevant Institution shall provide information on the effectiveness of the Final Research Data, workflows, and procedures (including but not limited to ease of access and use, utility of the Final Research Data, policy compliance, and suggestions for improving data access, or the program) to the Grantor as the Grantor may request at any time.

1. **Collection and Use of Information**

14.1 The Data Requestor and his Relevant Institution agree that information collected from the Data Requestor or his Relevant Institution, including but not limited to name, contact, funding, and data use information may be used by in part, or in whole, by the Grantor for tracking and reporting purposes.

14.2 The primary uses of the information referred to in Clause 14.1 are to document, track, monitor, and evaluate the use of Final Research Data, and to notify interested parties of updates, corrections, or other changes to the Final Research Data.

1. **Penalties for Violation of Terms of Use**

15.1 The Grantor shall have the right (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages and the right to injunctive relief) to revoke permission granted to the Data Requestor and his Relevant Institution to access and use Final Research Data with immediate effect by written notice to the Data Requestor and his Relevant Institution, where: -

1. the Data Requestor or his Relevant Institution is in breach of any of its obligations under these Terms of Use, and:
	1. if such breach is capable of remedy, such breach is not remedied within thirty (30) days; or
	2. such breach is not capable of being remedied within a reasonable time;
2. the Data Requestor or his Relevant Institution is in material breach of any of its obligations under these Terms of Use; or
3. the Data Requestor or his Relevant Institution is in breach of Clause 3 (Confidentiality and Security Requirements) or Clause 4 (Prohibition on Identification of Subjects).

15.2 Permissions that have been revoked pursuant to Clause 15.1 may be reinstated upon the submission of evidence of remediation that is acceptable to the Grantor and a new Data Request Form.

15.3 The Grantor shall have the right (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages and the right to injunctive relief) to refuse to release new data to the Data Requestor and his Relevant Institution, if the Grantor determines that the Data Requestor or his Relevant Institution is in material breach of any of its obligations under these Terms of Use.

15.4 The Data Requestor and his Relevant Institution shall (and shall ensure that the Affiliates will) immediately inform the Grantor upon it becoming aware of the occurrence of breach of any of its obligations under these Terms of Use.

1. **Termination**

16.1 The Grantor may revoke its permission for the Data Requestor and his Relevant Institution to access and use the requested Final Research Data:

1. without cause by providing at least thirty (30) days’ notice in writing to the Data Requestor and his Relevant Institution; or
2. immediately, upon the occurrence of any event mentioned under Clause 15.1.

16.2 The Data Requestor and his Relevant Institution may, at any time during the Access Term, inform the Grantor that they wish to cease access and use of the requested Final Research Data. The Grantor may, upon being so informed, terminate the Data Requestor and his Relevant Institution’s permission to access and use the Final Research Data in accordance with Clause 1.4.

1. **Revisions to Terms of Use**

The Grantor may revise these Terms of Use from time to time. The Data Requestor and Relevant Institution will be informed of the changes, and continued use of the Final Research Data or the Research Data Repository after being informed of such changes will constitute the Data Requestor’s and his Relevant Institution’s agreement to the changes and the revised Terms of Use.

1. **Governing Law and Jurisdiction**

These Terms of Use, the use of the Research Data Repository and all matters in connection with these Terms of Use are governed by and construed in accordance with the laws of Singapore. The Courts of Singapore shall have exclusive jurisdiction to settle any dispute, claim, question or disagreement in connection with the Research Data Repository and these Terms of Use.

1. **Rights of Third Parties**

A person who is not a party to these Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of these Terms of Use.

**Acceptance**

We hereby:

1. declare that the information provided in this Data Request Form is true, complete, correct and not misleading; and
2. accept and agree to the Terms of Use.

|  |  |
| --- | --- |
| Name of Data Requestor |  |
| Signature  |  |
| Date |  |

|  |  |
| --- | --- |
| Name of Data Requestor’s Relevant Institution  |  |
| Name of Authorised Signatory |  |
| Title of Authorised Signatory |  |
| Signature of Authorised Signatory |  |
| Date |  |