



Data Management Agreement (DMA) of UH Sequencing Core Facility

1. Introduction

This Data Management Agreement (DMA) is entered into as of 07/29/2024 by and between UH Sequencing Core Facility, located at University of Houston, Science & Engineering Research Center, 3517 Cullen Blvd, Room W4010H, Houston, TX 77204-5061 (hereafter referred to as "UH-SEQ"), and the Client. This DMA outlines the terms and conditions for the management, handling, and storage of sequencing data generated by the Core Facility on behalf of the Client.

2. Purpose

The purpose of this DMA is to establish clear guidelines for data management, including data generation, transfer, storage, access, and security, to ensure proper handling of sequencing data and compliance with applicable regulations.

3. Definitions

- Sequencing Data: Data generated through sequencing technologies, including but not limited to raw reads, processed data, and analysis results.
- Data Retention Period: The duration for which the sequencing data will be stored by the Core Facility.
- Confidential Information: Any data or information that is proprietary or confidential to either party, including but not limited to sequencing data, methods, and results.

4. Data Generation and Transfer

- **Data Generation:** The Core Facility will perform sequencing services as specified in the work order or service request provided by the Client.
- **Data Transfer:** Sequencing data will be delivered to the Client via secure FTP and cloud storage (BaseSpace & 10X Genomics). The Core Facility will ensure that data is transferred securely, and that the Client is notified of the data availability.

5. Data Storage

- **Storage Duration:** The Core Facility will store sequencing data for a period of **1 year** following the completion of the sequencing services, after which data may be deleted unless otherwise agreed upon.

- **Storage Security:** The Core Facility will implement appropriate security measures to protect stored data from unauthorized access, loss, or damage.

6. Data Access and Confidentiality

- **Client Access:** The Client will have access to their sequencing data via secure portal and direct download.
- **Confidentiality:** Both parties agree to maintain the confidentiality of all Confidential Information and to use such information only for the purposes specified in this DMA. Disclosure of Confidential Information to third parties is prohibited without prior written consent from the disclosing party.

7. Data Integrity and Quality

- **Data Accuracy:** The Core Facility will use reasonable efforts to ensure the accuracy and completeness of sequencing data. However, the Core Facility does not guarantee the absence of errors or the suitability of the data for any specific purpose.
- **Data Corrections:** If errors are identified in the data, the Core Facility will make reasonable efforts to correct them and provide the updated data to the Client.

8. Compliance and Legal Requirements

- **Regulatory Compliance:** Both parties will comply with all applicable laws and regulations related to data privacy and security. Therefore, do not send samples with patient information.
- **Data Ownership:** The Client retains ownership of all sequencing data generated. The Core Facility will have a non-exclusive, non-transferable license to use the data solely for the purposes of performing the sequencing services and related activities.

9. Termination

- **Termination:** Either party may terminate this DMA with [specify notice period, e.g., 30 days] written notice to the other party.
- **Data Disposal:** Upon termination of this DMA or expiration of the data retention period, the Core Facility will securely dispose of the sequencing data in accordance with the Client's instructions or, if no instructions are provided, in accordance with the Core Facility's standard procedures.

10. Entire Agreement

This DMA constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, related to the subject matter.

11. Acknowledgments

Please note that, in accordance with our agreement, we kindly request that the sequencing core be acknowledged as the sequencing facility in any resulting publications. Their contributions have been integral to the success of the Sequencing Core, and we would appreciate their recognition in the publication acknowledgments.

Examples of acknowledgments

[Technique/technology] was performed by the Sequencing and Gene Editing Core at the University of Houston. We thank the University of Houston Sequencing and Gene Editing Core for their assistance with [technique and/or data analysis/interpretation].