

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GLOBAL ALZHEIMER'S ASSOCIATION INTERACTIVE NETWORK
AND**

(DATA PARTNER)

INTRODUCTION

The main objective of the Global Alzheimer's Association Interactive Network (GAAIN) is to transform the way scientists conduct Alzheimer's Disease research by building a global networked infrastructure for discovering, analyzing and sharing data related to Alzheimer's Disease and aging collected by investigators and institutions around the globe. In pursuit of GAAIN's objectives, GAAIN is establishing cooperative agreements with research data holders (Data Partners) and those who provide other complimentary resources (Affiliates). The purpose of this Memorandum of Understanding (MOU) is to define terms and conditions for data usage and access terms between GAAIN and its Data Partners.

DEFINITIONS

Affiliate – individual or institution providing complimentary resource(s) for use in GAAIN.

Data Partners – investigators, studies, clinics and consortiums who are sharing Alzheimer's Disease and aging data with GAAIN.

GAAIN Investigator – an individual interested in Alzheimer's Disease research who has registered for a GAAIN user account.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is to establish a cooperative relationship between GAAIN and _____ (Data Partner) who agree as follows:

1. SCOPE OF PARTNERSHIP

1.1. General Scope. The Data Partner and GAAIN agree to enter and sustain a collaborative relationship directed toward furthering GAAIN's mission to advance a global cooperative of sharing, investigation and discovery in order to develop effective therapies, prevention methods and a cure for Alzheimer's and other neurodegenerative diseases.

1.2. Data Sharing. Data shared under authority of this MOU shall be subject to the approval of the Data Partner's authorized representative. Data will be secure from unauthorized access, will be used only for the purposes intended by the Data Partner, will not be disseminated or published in any way that might reveal private information relating to study participants, and will be exclusively managed by the Data Partner.

2. RENEWAL, TERMINATION AND AMENDMENT

2.1. Duration. This MOU shall remain in force for two years from the date of signature. Either party may terminate this MOU without penalty by providing 60 days advance written notice (pursuant to section 3.3) to the other party.

2.2. Extension and Renewal. The parties may extend or renew this MOU with a written amendment signed by each party's authorized signatory.

2.3. Amendment. No amendment to the terms of this MOU will be effective unless it is made in writing and signed by each party's authorized signatory prior to the expiration of this MOU.

3. GENERAL MATTERS

3.1. Initiatives and Policies. GAAIN’s scientific initiatives and policies will be guided and overseen by the GAAIN governance and scientific advisory boards. A list of the members of these boards may be found on the GAAIN website (www.gaain.org).

3.2. Names and Logos. Except for promoting or marketing the joint undertakings proposed in section 5.1 of this MOU, neither party may use the name of the other party in any form of advertising or publicity without written permission.

3.3. Notices. The parties must distribute all notices in writing under this MOU via one of the following methods: (a) confirmed email transmission; (b) postage prepaid registered or certified mail, return receipt requested; or (c) commercial overnight carrier. Draft amendments pursuant to sections 2.2 and 2.3 require notice under this provision. All communications must be sent to the addresses set forth below or to other addresses designated by the parties by written notice. Notices are effective upon receipt.

3.3.1. GAAIN Address: Arthur Toga, Laboratory of Neuro Imaging, Keck School of Medicine of USC, 2001 N. Soto Street, SSB1-102, Los Angeles, CA 90032

3.3.2. Data Partner Recipient Name: [REDACTED]

Data Partner Address: [REDACTED]

3.4. Binding Obligations. This MOU is not intended to create any legally binding obligations for any party but is intended to facilitate discussions regarding areas of cooperation.

3.5. Liability. Neither GAAIN nor USC will be liable to the Data Partner for any incidental, consequential, exemplary or punitive damages resulting from their activities in relation to this MOU.

3.6. Authorized Signatories. The Data Partner acknowledges that the individual(s) signing this MOU have the authority to sign on its behalf in the capacity indicated.

4. ROLES AND RESPONSIBILITIES

4.1. The Data Partner will maintain full Institutional Review Board (IRB) approval or approval from an equivalent ethics committee while sharing its data.

4.2. The Data Partner agrees to de-identify their data so that the data does not reveal any private participant information prior to sharing that data in the GAAIN network.

4.3. GAAIN is not responsible for the validity of Data Partner data presented through GAAIN.

4.4. The Data Partner shall receive recognition on the GAAIN website and in future GAAIN-related presentations. The Data Partner’s logo, a link to their website and a brief description of their study will be included on the GAAIN website.

4.5. GAAIN investigators are required to cite the Data Partner and its funding sources in any publications that use their data as directed by the Data Partner.

5. TERMS OF DATA USE

5.1. The Data Partner agrees to link their data, as described below, to the GAAIN network, for use by GAAIN, its Affiliates, other Data Partners and GAAIN Investigators:

[REDACTED]

- 5.2. The Data Partner will retain full control of their data and of authenticating user access to their data. The Data Partner will notify GAAIN at least 48 hours in advance of making any data changes or updates as well as notifying GAAIN whenever a planned disruption in a provided service to GAAIN is to occur.
- 5.3. GAAIN will share reports of data usage with the Data Partner.
- 5.4. GAAIN will not copy any Data Partner data to a GAAIN server computer disk.
- 5.5. GAAIN will share metadata that describes the Data Partner's data through the GAAIN network.
- 5.6. Data Partner remains in control of investigator access to their data. GAAIN will not share Data Partner data to Investigators.
- 5.7. The Data Partner agrees to install and maintain the GAAIN Data Partner Client software on a computer managed by the Data Partner.

For Data Partner:

[Name of Data Partner signatory], [Title]

Signature: _____

Date: _____