

The “My Data Forward” License - Biological Materials

MDFL-Bio Version 1.1

Copyright (c) [YEAR] [COPYRIGHT HOLDER]

Permission is hereby granted, free of charge, to any person or entity obtaining a cell line, tissue sample, biopsy, organoid, primary cells, nucleic acids (including DNA and RNA), proteins, derivatives, or any other biological material provided by the Copyright Holder (the “Licensed Biological Material”), and to any person or entity generating genomic, transcriptomic, epigenomic, proteomic, metabolomic, or other molecular data derived in whole or in part from the Licensed Biological Material, including but not limited to DNA sequencing data, RNA sequencing data, variant data, expression profiles, mass spectrometry data, protein abundance data, structural proteomics data, or other analytical outputs (collectively, the “Licensed Outputs”), to use, reproduce, analyze, sequence, characterize, modify, prepare derivative works of, distribute, sublicense, publish, commercialize, and/or sell the Licensed Biological Material and Licensed Outputs, and to permit persons to whom they are furnished to do so, subject to the following conditions:

1. Attribution

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Licensed Biological Material (where practicable) and all Licensed Outputs, publications, databases, or substantial derived works.

2. Mandatory Pre-Use Registration and Data Submission

As a strict condition precedent to:

- (a) initiating experimental, preclinical, translational, clinical, computational, or commercial research involving the Licensed Biological Material.
- (b) performing DNA sequencing, RNA sequencing, proteomic profiling, or other molecular characterization of the Licensed Biological Material,
- (c) generating outputs intended for publication, regulatory submission, commercialization, database deposition, algorithm training, or clinical application,

the receiving or administering entity must:

Register the intended with the My Data Forward data portal at <https://mydataforward.org> and submit the required information, including but not limited to:

Research objectives and scientific rationale

Intended downstream applications (if known)

Regulatory status (if applicable)

Data handling, storage, and sharing plan

Any other information required under the Portal's then-current submission standards

No sequencing, molecular profiling, publication submission, regulatory filing, commercialization, database deposition, or clinical application involving the Licensed Biological Material or Licensed Outputs may occur unless and until such registration and required submission have been completed in accordance with the Portal's requirements.

All submissions must comply with applicable laws governing human subjects research, patient privacy, informed consent, genomic data governance, data protection, biospecimen governance, and regulatory oversight. No personally identifiable information or protected health information shall be submitted except as permitted by applicable law and authorized consent.

Failure to comply with this Section 2 automatically terminates the rights granted under this License for the non-compliant entity.

3. Forward Data Obligation (Omics)

Any entity generating Licensed Outputs from the Licensed Biological Material must submit to the MyData Forward portal, in de-identified form and in accordance with the Portal's then-current technical standards, all data and related materials generated from such use, including, as applicable:

DNA sequencing data, including raw reads, processed data, and variant calls, to the extent such sequencing is performed

RNA sequencing and other transcriptomic data, to the extent generated

Proteomics data, including raw mass spectrometry files and processed protein identification and quantification datasets, to the extent generated

Associated metadata reasonably necessary to enable scientific reproducibility of the generated data

Each category above is required only to the extent such data or materials are created, derived, or produced by the receiving entity.

Submission shall occur within a reasonable period following the generation of the applicable data, or following publication, regulatory filing, commercialization, or transfer to a third party, whichever occurs first.

This obligation applies regardless of whether the Licensed Outputs are patented, commercialized, published, used solely for internal research, or incorporated into proprietary databases, machine learning systems, or artificial intelligence models.

4. Commercial Use

Commercial research, development, sequencing services, data analysis services, database construction, AI/ML model development, manufacturing, licensing, regulatory submission, product development, and sale of products or services derived from the Licensed Biological Material or Licensed Outputs are expressly permitted, provided that the conditions of this License are satisfied.

No additional royalties or fees are required under this License unless separately agreed in writing.

5. No Warranty

THE LICENSED BIOLOGICAL MATERIAL AND LICENSED OUTPUTS (INCLUDING ANY GENOMIC, TRANSCRIPTOMIC, OR PROTEOMIC DATA) ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SAFETY, VIABILITY, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, SCIENTIFIC VALIDITY, OR REGULATORY APPROVAL.

The recipient assumes all responsibility for proper handling, sequencing, validation, analysis, interpretation, regulatory compliance, and downstream use.

6. Limitation of Liability

IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY ARISING FROM THE POSSESSION, HANDLING, STORAGE, SEQUENCING, ANALYSIS, INTERPRETATION, DISTRIBUTION, COMMERCIALIZATION, OR USE OF THE LICENSED BIOLOGICAL MATERIAL OR LICENSED OUTPUTS.