

UK Biobank Platform Credits Programme / Terms and Conditions

These Terms and Conditions are an agreement between you and UK Biobank Limited and govern your use of the AWS Promotional Credits in conjunction with your approved UK Biobank research project (“**Research Project**”).

By accepting the offer from UK Biobank of the AWS Promotional Credits, you (as Principal Investigator of the Research Project) agree to the Terms and Conditions set out below which will be binding on you and your organisation:

1. These Terms and Conditions should be read in conjunction with the AWS Promotional Credit Terms and Conditions (“**AWS Terms**”) available [here](#) which apply to the AWS Promotional Credits provided unless amended by these Terms and Conditions. Where there is a conflict between these Terms and Conditions and the AWS Terms, these Terms and Conditions shall take precedence.
2. The AWS Promotional Credits shall be granted to eligible researchers at UK Biobank’s sole discretion. UK Biobank reserves the right to:
 - 2.1. refuse the grant of AWS Promotional Credits to any researcher for any reason; and
 - 2.2. withdraw the availability of the AWS Promotional Credits at any time.
3. You are not required to sign up to a separate AWS Account (or obtain a Promotional Credit code from AWS) and do not need to provide credit card details to AWS in order to receive the AWS Promotional Credits for your Research Project. Once granted by UK Biobank, the AWS Promotional Credits will be applied directly to a wallet within the research analysis platform supplied by DNAnexus (“**the RAP**”).
4. You acknowledge and accept that as Principal Investigator of the Research Project that it is your responsibility to monitor usage of the AWS Promotional Credits and how this is spent by both the Applicant and Collaborators of the Research Project. You accept that UK Biobank has no responsibility or control in relation to how and by whom the AWS Promotional Credits are spent.
5. You acknowledge and accept that the AWS Promotional Credits:
 - 5.1. shall only be used to support with the scientific purpose of your Research Project which shall be conducted in accordance with the terms of the Material Transfer Agreement that applies to your Research Project;
 - 5.2. shall only be applied against any compute and storage charges you incur by using the RAP for your Research Project. The AWS Promotional Credits cannot be spent against any other service (AWS service or otherwise) and cannot be applied against your UK Biobank Access Fees;
 - 5.3. shall not be transferable between Research Projects;
6. You acknowledge and accept that your ongoing ability to request AWS Promotional Credits and to access UK Biobank data is subject to you complying with the terms of your Material Transfer Agreement and submitting your Annual Project Report on time.

7. You acknowledge and accept that:
 - 7.1. DNAnexus shall provide UK Biobank with regular usage reports in relation to how each eligible Research Project uses the AWS Promotional Credits. Such usage reports shall contain information about the level of consumption of the AWS Promotional Credits only and shall not contain other detail in relation to the research being conducted;
 - 7.2. UK Biobank shall provide AWS with regular updates in relation to how Research Projects are using the AWS Promotional Credits. Such updates may include (without limitation) the usage reports referred to in clause 7.1 above and the lay summary of your Research Project; and
 - 7.3. UK Biobank may contact you to discuss the possibility of you, UK Biobank and AWS agreeing promotional material concerning your use of the AWS Promotional Credits for your Research Project. Where you agree to such promotional material, you, UK Biobank and AWS shall make all reasonable attempts to agree the contents of the promotional material before it is published. No promotional material shall be published without your prior written consent.
8. UK Biobank reserves the right to update these Terms and Conditions at any time by uploading a revised version or by sending you an email using the email address provided in your application for the Research Project. By receiving and using the AWS Promotional Credits in the RAP after any update of these Terms and Conditions, you agree to be bound by the updated Terms and Conditions.
9. Each of the provisions in these Terms and Conditions operate separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
10. These Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English Law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.