

## UK Biobank Research Analysis Platform (UKB-RAP) Transition Credits Programme / Terms and Conditions

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

By accepting the offer from UK Biobank of the UKB-RAP Transition Credits Programme, you (as the researcher on the Research Project) agree to the Terms and Conditions set out below which will be binding on you and your organisation:

1. The UKB-RAP Transition Credits shall be granted to eligible researchers at UK Biobank’s sole discretion. In the event of misuse or breach of any of these Terms and Conditions and/or the Material Transfer Agreement, UK Biobank reserves the right to:
  - 1.1. refuse the offer of the UKB-RAP Transition Credits to any researcher for any reason; and
  - 1.2. withdraw the availability of the UKB-RAP Transition Credits at any time post-award.
2. Once granted by UK Biobank, the UKB-RAP Transition Credits will be applied directly to a wallet within the research analysis platform supplied by DNAnexus (“the RAP”) and shall be available to use for 6 months following the award.
3. You acknowledge and accept that as a researcher on the applicable Research Project that it is your responsibility to monitor usage of the UKB-RAP Transition 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 UKB-RAP Transition Credits are spent.
4. You acknowledge and accept that the UKB-RAP Transition Credits:
  - 4.1. 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;
  - 4.2. shall only be applied against any compute and storage charges you incur by using the UKB-RAP for your Research Project. The UKB-RAP Transition Credits cannot be spent against any other service and cannot be applied against your UK Biobank Access Fees;
  - 4.3. shall not be transferable between Research Projects; and
  - 4.4. unless agreed by UK Biobank, cannot be used in conjunction with any other promotional offer provided by UK Biobank or its affiliates.

5. You acknowledge and accept that your ongoing ability to request UKB-RAP Transition 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.
6. You acknowledge and accept that:
  - 6.1. DNAnexus shall provide UK Biobank with regular usage reports in relation to how each eligible Research Project uses the UKB-RAP Transition Credits. Such usage reports shall contain information about the level of consumption of the UKB-RAP Transition Credits only and shall not contain other detail in relation to the research being conducted; and
  - 6.2. UK Biobank may contact you to discuss the possibility of you and UK Biobank agreeing promotional material concerning your use of the UKB-RAP Transition Credits for your Research Project. Where you agree to such promotional material, you and UK Biobank 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.
7. UK Biobank reserves the right to update these Terms and Conditions at any time by uploading a revised version to its website or by sending you an email using the email address provided in your application for the Research Project. The modified Terms and Conditions will become effective upon posting or, if we notify you by email, on the date as stated in the email message. By receiving and using the UKB-RAP Transition Credits in the UKB-RAP after any update of these Terms and Conditions, you agree to be bound by the updated Terms and Conditions.
8. 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.
9. 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.