

## Appendix 3 Terms and Conditions applicable to the collection and submission of data under the Spine Atlas Initiative

### 1. Definitions

Spine Atlas Initiative (SAI) Participants are individuals, groups of individuals from academic institutions, or a legal entity primarily engaged in the fields of research, education, prevention and treatment of spinal disorders that have agreed to participate in the Spine Atlas project **that are not currently participating in the Spine Tango registry (the “Registry”)**, nor have recently contributed data to the Registry.

The anonymised data to be submitted by the Participant includes all clinical data that will be submitted under the SAI in accordance with the terms and conditions and excludes all patient-identifiable personal data.

Steering Committee is the Spine Tango Working group approved board that steers the further development of the SAI and that reviews and approves requests for accessing, sharing and publishing the anonymized pooled data of the SAI for quality assurance and research purposes.

NEC Software Solutions (“Host”) is the provider of IT, statistical and reporting services for the SAI.

### 2. Terms and conditions

- 1) The Participant shall ensure that all necessary agreements and approvals are obtained from their institution (and can be made available on demand) in respect to any local laws, guidelines, “best practices”, ethical requirements, etc. In particular, the Participant is explicitly responsible for obtaining and documenting each patient’s informed consent for the use of their data for purposes of the SAI;
- 2) The anonymized collected and pooled data will be provided solely for purposes of the SAI;
- 3) No patient-identifiable personal data may be collected or released;
- 4) Hospital-identifiable data may only be released upon prior consent of the releasing hospital;
- 5) Patient-level data without patient-identifiable personal data may only be collected if a data use agreement or equivalent arrangement is in place between the releasing hospital and Participant;
- 6) If patient-level data are not released, the Host will extract and analyse the data as specified in the SAI protocol;
- 7) Authorship shall be determined solely in accordance with the SAI proposal.

### 3. Intellectual property rights

The Participant acknowledges and agrees that it shall have no right to any intellectual property rights in the SAI pooled data, reports and results generated by the SAI, or data provided by EUROSPINE’s Spine Tango registry or the Host. The foregoing intellectual property rights are protected by copyright laws and treaties around the world. All such rights shall be subject to the terms and conditions described in the SAI proposal, and reserved by the Host, and EUROSPINE.

#### **4. Limited Trial Access to the Spine Tango Registry**

The Project Participant shall be entitled to obtain full access subscription to the Spine Tango registry for a limited trial access by clicking and accepting the Spine Tango registry Terms and Conditions published at

[https://www.eurospine.org/fileadmin/Images/Research/Limited\\_Trial\\_to\\_the\\_Spine\\_Tango\\_Registry\\_General\\_Terms\\_Spine\\_Atlas\\_.pdf](https://www.eurospine.org/fileadmin/Images/Research/Limited_Trial_to_the_Spine_Tango_Registry_General_Terms_Spine_Atlas_.pdf).

The trial period should commence upon accepting the Terms and Conditions and end 6 months from acceptance. The Project Participant shall be entitled at any time prior to the expiration of the trial period, to enter into a definitive agreement to participate in the Spine Tango registry.