

## **BIGSdb-Pasteur Policy & Privacy notice**

### **1. PLATFORM & DATA USE AGREEMENT**

#### **Definitions and scope**

Access to, and use of the BIGSdb-Pasteur database platform (“Platform”), as defined herein, and the data contained in it, is governed by these terms exclusively. By accessing or otherwise using the Platform, whether as a provider or user of data, you accept and agree to be bound by this policy and the terms and provisions detailed here.

This Platform, as a collection of data or independent elements, systematically arranged and individually accessible by electronic means, constitutes a database, protected by French copyright and database producers' rights.

Through the selection and organization of its data, this Platform constitutes an intellectual creation for which Institut Pasteur (“Institut Pasteur”/“we”) holds the copyright. Its content is also protected by intellectual property law.

This Platform is powered by the BIGSdb software developed at Oxford University (GNU General Public Licence version 3).

The Platform mainly consists in a genomics-based taxonomy and nomenclature platform for bacterial strains, and the epidemiological distribution of the taxonomic components (*subtypes, sublineages, clonal groups...*).

The Platform contains two groups of databases:

1. the isolates and genomes databases group (the “Isolates-database”); and
2. the sequence and profiles definitions databases group (the “SeqDef-database”).

Each of these databases group is composed of several sub-databases, each dealing with particular bacterial species or groups thereof.

The Isolates-database contains genomic data and provenance data on bacterial isolates (the “Isolates-data”) contributed to the databases either by Institut Pasteur or by third parties (the “Contributors”).

Isolates-data, as posted by Contributors, remain the property of said Contributors but are made available according to the terms set in this policy.

The data contained in the SeqDef-database (“SeqDef-data”) are composed of:

1. allelic sequences and their associated allele number, defined separately for each locus (most often corresponding to a protein-coding gene, but not exclusively) in the SeqDef-Database,
2. Allelic profiles corresponding to defined schemes (*ordered succession of a set of allele-coded loci*) and their Sequence Type (ST) number, attributed to each allelic

profile, i.e., each unique combination of alleles observed in the database, typically deduced from observed Isolates-data;

and, the case being

3. groupings of profiles and STs according to a set of maximum allelic mismatch distances, which are assigned a unique identifier; some groupings may be attributed specific names e.g., *clonal complexes*, *sublineage*, *clonal group* or *other*. The groupings can be attributed nicknames (*numbers or words*) that are also components of the database. STs, groupings identifiers and their nicknames are components of a genomic nomenclature that are typically used for communicating on strain subtypes.

“Data” shall be understood as all data contained in the Platform (*SeqDef-data and Isolates-data*)

**NB: specificity related to Ribosomal MLST data (“rMLST data”)**

rMLST data are covered by a separate policy and licensing terms (see <https://pubmlst.org/rmlst/>), and are expressly excluded from the “Data” and the licences and usage rights granted herein.

Users cannot download, use or redistribute rMLST data, either allelic profiles or allele sequences, which are copyrighted by University of Oxford; please contact this institution for [rMLST licencing](#).

However, we reserve the right to upload novel allelic profiles or allele sequences from the Platform into Oxford’s rMLST database in order to advance the rMLST nomenclature.

### **Use of Platform & Data**

The Platform is intended for public access and academic use.

You are hereby granted a non-exclusive, worldwide, royalty-free, non-transferable and revocable license to access and use the Platform and the available Data solely in accordance with this policy in all its terms.

All SeqDef-data are publicly available for downloading for academic use only.

By downloading Data, you agree to use it for non-commercial purposes only. You acknowledge and agree that you may not share or publicly post significant parts of the Data (including alleles and profiles definitions), nor transfer or aggregate it for use in any public database for the purpose of genotyping services that are identical or similar to those already available on the Platform.

You acknowledge that you have read and understood, and agree, to the terms and conditions set forth in this policy statement.

Usage for non-academic or above-mentioned genotyping services will require explicit authorization and specific licensing from Institut Pasteur. Please contact [bigsddb@pasteur.fr](mailto:bigsddb@pasteur.fr)

### **Submission of Data**

Isolates-data provided by Contributors can be made publicly available, or private for a defined embargo period. If you want to apply an embargo on your isolate(s) and genome(s), you need to specify it in your data submission and provide the number of months during which you wish to keep data private (initially up to 2 years, and up to 5 years at most if 3 one-year embargo extensions are required).

Notwithstanding the above, by submitting Isolates-data, even when keeping them private, Contributors agree that such Isolates-data shall be used by Institut Pasteur to define novel components (alleles, profiles, and other nomenclature elements) in the SeqDef-database, and, consequently, Contributors hereby grant irrevocable non-exclusive right (with a right to sub-license) on their Isolates-data for such an end (*i.e. generate SeqDef-data*).

In the case where Contributors agree to provide Isolates-data on a public basis, Contributors hereby grant irrevocable non-exclusive right (with a right of sub-license) to Institut Pasteur and to other users to use the Isolates-data according to the terms and conditions detailed in this policy (*i.e. use, display, copy, publish, print, ...*).

Contributors are responsible for checking that they have the right to submit the Data, and to grant the rights and licenses as required by the present policy.

### **Publication of Data**

Authorization of Institut Pasteur must be obtained for any general publication about the Platform and the Data contained in it. By general, we mean the use of a comprehensive dataset (e.g., representing all public isolates data of a specific nomenclatural component such as a species, sublineage, or clonal group), and composed of data submitted by other Contributors than the user himself/herself. Please contact [bigsddb@pasteur.fr](mailto:bigsddb@pasteur.fr) to obtain permission of the Contributors.

The publication by users (in scientific articles or other media) of any large (*i.e.*, > 100) set of Isolates-data requires written permission of the Contributors-owners of the Data, preferably coordinated through the database curator(s).

All publications citing Data from the Platform should include a reasonably prominent acknowledgement in the following terms: “*We thank the Institut Pasteur teams for the curation and maintenance of BIGSdb-Pasteur databases at <http://bigsddb.pasteur.fr/>.*”

### **Warranties & Representation**

The Platform and the Data are provided on an “as is” and “as available” basis, without any warranties, express or implied, including, without limitation **(i)** all warranties as to the satisfactory quality, fitness for a particular purpose, freedom from computer viruses and non-infringement of third-party rights with regard to the Platform and Data and **(ii)** all liability for negligence.

We will not be liable for any loss of profits, direct or indirect, special, incidental or consequential damages resulting from the availability, non-availability or your use of the Platform. The entire risk as to quality, performance and use of the Platform is with you.

We reserve the right at any time and without giving notice to: **(i)** revise, amend or replace the content of the Platform, including nomenclature components, as we may from time to time in our discretion decide; **(ii)** suspend access to the Platform generally or in respect of specific persons; and **(iii)** to take down the Platform temporarily or permanently.

## **2. PRIVACY NOTICE OF BIGSdb-PASTEUR**

This privacy notice has been compiled to better serve those who are concerned with how their personal data are being used online. In its legitimate interest in making available to the scientific community a genomic database and nomenclature of strains of bacterial species, the Institut Pasteur processes personal data concerning Contributors and shares them with users of the Platform. This data will be stored until the data is accessible from the BIGSdb-Pasteur database, unless we are notified otherwise (see below). Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your data on our Platform.

### **How BIGSdb-Pasteur uses your personal data under the General Data Protection Regulation (GDPR)**

The [General Data Protection Regulation](#) is an EU regulation that was set up in 2016 and came into force on 25th May 2018. These rules give people the explicit right to know what websites and companies are doing with their personal information (e.g. how it is stored, how it is processed, or shared with third parties). These regulations also explicitly give people a say in how their information is used. We feel these are important issues and wish to clarify what happens within BIGSdb-Pasteur in relation to the GDPR.

### **What personal information do we collect?**

The personal data collected is as follows.

For all visitors:

- IP address
- Login information, if log-in was performed

- Date and time of visits
- Operating system and browser user agent

For registered users:

- Full name and position
- Email address
- Department & Institution.

The contact data (email address) is only accessible to those in charge of the administration and curation of databases. This is to allow us to contact you if there are any problems or needs to liaise with you about your data. We may be emailing you from time to time informing you about changes or updates in the BIGSdb-Pasteur platform. If this is problematic, you may ask to delete your account.

### **How user account data is stored**

Your user account data is stored in a relational database with strict access only to BIGSdb-Pasteur system administrators at the Institut Pasteur. These data are not readily accessible outside of the Institut Pasteur. All passwords that are set-up by users are hashed and encrypted. We have no way to read your personal password.

### **Cookies and Analytics**

In accordance with EU's legislation, we inform you that BIGSdb-Pasteur uses cookies in order to manage sessions and user's preferences, and track your IP and web pages that you access on BIGSdb-Pasteur. We use Google Analytics as a third-party analytics service for analysing the performance of BIGSdb-Pasteur and to report website traffic. This helps us to make improvements and provide you with a good experience when you browse our web service. We also use this information to detect abuse. By continuing to browse our service, you are agreeing to our use of cookies. For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <http://www.google.com/intl/en/policies/privacy>

### **Deletion of account from BIGSdb-Pasteur**

You can delete your BIGSdb-Pasteur account, which will remove all your personal information immediately by contacting us at [bigsdbs@pasteur.fr](mailto:bigsdbs@pasteur.fr)

## **3. CONTACTING US**

For more information or to exercise your rights of access, rectification, opposition and, where applicable, your rights of portability, limitation or deletion, you can contact the Data Protection Officer of the Institut Pasteur by email at [dpo@pasteur.fr](mailto:dpo@pasteur.fr) or contact [bigsdbs@pasteur.fr](mailto:bigsdbs@pasteur.fr)

If there is no response or dispute, you have the right to lodge a complaint with the French data protection authority (CNIL, at <https://www.cnil.fr/>).