

## **NDA GUID Tool Terms of Use**

The National Institute of Mental Health (NIMH) Data Archive Global Unique Identifier (GUID) Tool is a U.S. Government computer system developed by the NIMH under contract number HHSN316201200037W-HHSN27100006. The NIMH Data Archive (NDA) GUID Tool is client-side software that uses a cryptographic algorithm to create a series of hash codes from locally stored personal information. The hash codes are stored in a secure database at NIMH along with the random number associated with that hash code. The random number is the GUID. The GUID has no relationship to the underlying data used to generate the hash code. The GUID itself is a series of alpha-numeric characters.

During GUID generation, the hash codes are securely sent to the NDA system and checked against the NDA GUID database. If these codes have been seen before, that means the information matches an existing research subject. In that case, the GUID generated the first time that research subject was submitted to NDA is returned to the second laboratory. If no match is found, a new GUID is created and sent back. The tool allows NDA to match data from the same research participant without requiring NDA to store personally identifiable information or requiring different laboratories to compare personally identifiable information from their research participants.

The NDA GUID Tool may be accessed and used only by individuals authorized by the NIMH Data Archive (Authorized Users). Unauthorized access or use of this computer system may subject violators to criminal, civil, and/or administrative action. Access to or use of the NDA GUID Tool by any person, whether authorized or unauthorized, constitutes consent to the following Terms of Use.

### *Research Use*

The NDA GUID Tool may be used for research and academic purposes only. The NDA GUID Tool may not be used for commercial purposes. Authorized Users will not license or sell or use the NDA GUID Tool for commercial purposes or applications. Authorized Users will only use the NDA GUID Tool to request GUIDs for their research subjects. Any other use of the NDA GUID Tool is strictly prohibited.

### *Appropriate use of GUIDs*

Authorized Users will not publicly distribute or publish NDA GUIDs. NDA GUIDs may be internally distributed to research team members for research purposes only. The authorized User is responsible for ensuring that all research team members handle NDA GUIDs in accordance with these NDA GUID Tool Terms of Use. Researchers who need to identify a group of research participants as part of a publication can use the NDA Study tool to create and share the cohort rather than publish a list of GUIDs.

### *Security Requirements*

Authorized Users will not distribute the NDA GUID Tool software, in whole or in part, to any third-party individual, organization, or otherwise unauthorized user. Authorized Users will not modify, extend, decompile, make derivatives of, merge, publish, or make any attempts to reverse engineer the NDA GUID Tool software or algorithms.

The NDA GUID Tool cannot be accessed using a system account. Authorized Users must be a single individual who personally enters their credentials each time the tool is accessed or used.

Authorized Users will download the NDA GUID Tool to a machine that has security controls in place to prevent unauthorized access to the NDA GUID Tool. These controls include but are not limited to:

- Accounts and passwords are not shared.
- System is protected from anonymous access
- Data are protected using standard encryption protocols and/or strong password protection.
- Software patches are kept up to date.

### *Acknowledgements*

Authorized Users agrees to acknowledge the NIMH Data Archive in all written publications containing any data or information regarding or resulting from use of the NDA GUID Tool.

### *Disclaimers*

The NDA GUID Tool software is provided as is, without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall NIMH be liable for any claim, damages, or other liability of any kind. To the extent permitted by law, the Authorized User agrees to hold NIMH harmless and to indemnify NIMH for all liabilities, demands, damages, expenses and losses arising out of Authorized User's use for any purpose of the NDA GUID Tool. The Authorized User agrees not to claim, infer, or imply endorsement by the United States Government, or any of its organizational units, contractors or employees. Use of the NDA GUID Tool by the Authorized User is at User's own risk. NIMH makes no representations that the use of the NDA GUID Tool will not infringe any patent or proprietary rights of third parties.

### *Software Rights*

Title in the NDA GUID Tool software shall remain with NIMH. It is understood that nothing herein will be deemed to constitute, by implication or otherwise, the grant to an Authorized User of any license or other rights under any patent, patent application or other intellectual property right or interest. NIMH reserves the right to distribute the NDA GUID Tool to others and to use it for NIMH's own purposes. The United States Government explicitly retains all rights to use the NIMH GUID Tool for any purpose, to have it used on the Government's behalf or to allow others to use it.

### *Violations*

Failure to adhere to any of the NDA GUID Tool Terms of Use could result in denial of access to the NDA GUID Tool and to other NDA system and services, or in other actions. Authorized Users should report violations of these Terms of Use to the NIMH Data Archive by emailing the NDA Help Desk (ndahelp@mail.nih.gov). Inquiries about appropriate use of the NDA GUID Tool should be emailed to the NDA Help Desk.