Dear Mr. [ … ],

We write on behalf of Freunde von GISAID e.V. ("GISAID") regarding the agreement you entered into with GISAID related to your web application.

Since May 2008, the GISAID Initiative ensures its data science platform remains optimized to support the work of public health experts and researchers alike. In particular, during public health emergencies, this may entail additional measures of support, for example, when you asked GISAID to provide a custom data package to enable your web application ("[ … ]") for "*tracking the prevalence of SARS-CoV-2 variants with lineage and mutation reports, updated daily."* .

When you entered into a Data Connectivity Agreement (DCA) with GISAID on 18 October 2021, we agreed to generate for you on a daily basis and at GISAID's own expense, a custom data package to be provided via an application programming interface ("API"), and you agreed that this data package would be "*solely for use in connection with your web application.*" In exchange you promised to uphold the terms and conditions of the DCA, and you promised to keep your web application updated daily, especially in light of GISAID – a non-profit organization – committing to use its own resources to generate a daily data package for you.

On 27 January 2025, however, we received a complaint that your web application for tracking lineage and mutations at Outbreak.info had not been updated for the past 37 days, even though you had successfully downloaded your data package during these 37 days. We carefully reviewed the API access logs and were able to rule out that any download errors had occurred. This fact made it difficult to understand why you would have successfully downloaded your data package, e.g., on 10 January 2025, but neglected to update your web application that on that day, given that it had already been outdated by 21 days.

When reviewing preceding months, we noted similar patterns indicating that your data package was downloaded, however, your web application was not updated.

Upon further review, we discovered several lengthy time periods during which there was no attempt made by you to access and download the data package, this despite GISAID's steadfast commitment to generating and making available to you a custom data package on a daily basis. For example, you allowed six weeks to laps between the download on 31 October 2024 and the (next) download on 16 December 2024. A time delta of 46 days.

Based on these discoveries, GISAID had no choice but to immediately stop generating and making available to you via the API your custom data package, and terminate our agreement with you for your failure to adhere to the terms and conditions of the DCA.

According to the terms of the DCA you agreed to, we ask that you "*remove from Your Web Application any items that use data obtained from GISAID and any references to GISAID,*" and that "*any Data obtained from GISAID, is deleted from the computer, and GISAID is informed.*" Please confirm with us that you have deleted all data that was provided to you in the custom data package.

For the avoidance of doubt, we remind you that the DCA you agreed to, is subject to GISAID's Database Access Agreement ("DAA"). When you first signed up for GISAID access credentials on 21 January 2020, you agree to be bound by the DAA's terms and conditions. Specifically, you agreed to the License Terms (Section 2b) where you acknowledge and agree that you may not collect, store, reproduce, access, modify, display, distribute, coordinate, arrange, and otherwise use the Data in connection with any other database including, without limitation, by enabling others to access or use the Data through a separate portal or across a network of institutions.

Thank you for your prompt attention to this important matter.

Respectfully,

GISAID Compliance


**Freunde von GISAID e.V.**
*Real-Time Communication in Disease Prevention*
Lipowskystraße 10 | 81373 Munich | Germany
District Court Munich Reg: VR204844
*GISAID, from Vision to Reality*

**Date:** Monday, May 26, 2025
**From:** GISAID Compliance Board

**To:** [ … ]

Dear Mr. [ … ],

We read with interest your reaction to the findings the GISAID Compliance Board expressed in the letter addressed to [ … ]. We make the following observations in response, and trust that if you decide to take this matter further you will report this response and GISAID's actions in a fair and accurate manner.

1. Please understand that the decision related to Mr. [ … ] was made by GISAID's Compliance Board.

2. Those who share their data via GISAID are entitled to certain rights afforded to them under the rules that govern access and use of their data as laid out in the DAA, and GISAID is committed to upholding these rights and fulfilling its custodianship responsibility.

3. Prior to the COVID-19 pandemic GISAID built a trusted partnership with many government entities participating in the WHO's Global Influenza Surveillance and Response System (GISRS) that had played an essential role in the creation of the GISAID Initiative and design of its platform. Even before COVID-19 was declared a PHEIC, GISAID approached some of the leading institutions of this network and proactively provided data streams to facilitate the critical public health surveillance work of staff who were tasked with surveillance of an apparently emerging betacoronavirus. This support was eventually extended to other government agencies, e.g., in the U.S. to BARDA, NIH, LANL and others.

4. GISAID also made separate, binding agreements with individuals that were not part of a government agency, but proposed to GISAID to display aggregate data to track the prevalence and the evolution of hCoV-19 variants during the pandemic. These individuals assured GISAID they could be trusted to follow the terms of their agreements. Among those was your colleague Mr. [ … ], who at the height of the COVID-19 pandemic, requested GISAID's support of his dashboard outbreak-info.

5. It was clearly understood and accordingly documented in a binding agreement that the data delivered by GISAID would be for the sole purpose of displaying aggregate results on a dashboard. Mr. [ … ] assured GISAID that he would and could fulfill all obligations under a supplement to the Terms of Use he promised to adhere to, when he first obtained GISAID access credentials.

GISAID's termination notice from 12-Feb-2025 explained in detail how Mr. [ … ] broke his agreement and how he repeatedly left his dashboard outdated for extensive periods of time, for example for 46 days (31-Oct to 16-Dec-2024) or 37 days (21-Dec to 27-Jan-2025). The notice stated he did so despite his promise to facilitate daily updates, given GISAID's daily updated data provision. A review of preceding months also indicated patterns that showed the data provided was at times downloaded, however, the dashboard was not updated.

6. Mr. [ … ] appealed to the GISAID Compliance Board on 10-Apr-2025, requesting that the termination be reversed, attributing the periods of irregular updates due to several changes made to his "data pipelines" and due to "personnel changes." At no time, however, when these extensive down periods took place, did Mr. [ … ] make an attempt to inform GISAID of any problems,

as he had agreed he would. Additionally, Mr. [ … ] never indicated on his dashboard that it was under maintenance. The GISAID Compliance Board reviewed Mr. [ … ]'s appeal and confirmed in the letter to Mr. [ … ] that "Under the principle of equal treatment GISAID had to terminate the DCA" as a result of extensive periods of noncompliance with the DCA.

7. Finally, we note that your access credentials and those Mr. [ … ] remain unaffected, allowing you to continue accessing gisaid.org for your research work alongside tens-of-thousands of fellow users. To repeat: Mr. [ … ] continues to have personal access to GISAID. It is only the agreement between GISAID and Mr. [ … ] that was terminated based on his failure to adhere to the terms and conditions, as confirmed by the GISAID Compliance Board.

Dr. jur Jörg Paura

For the GISAID Compliance Board