

**THE ORDER OF THE DEAN OF THE FACULTY OF EDUCATION OF  
THE UNIVERSITY OF OSTRAVA  
NO. 00/2020**

**Rules Regarding Project 4HAIE Data Access and Usage**

**Article 1  
Abbreviations**

1. This Order of the Dean utilizes the mentioned abbreviations which stand for the mentioned phrases or terms:
  - 1.1. "UO" for "The University of Ostrava",
  - 1.2. "FoE" for "The Faculty of Education of the University of Ostrava",
  - 1.3. "4HAIE" for "The Program 4 within the research project designated (named) "Healthy Aging in Industrial Environment HAIE" with registration number of CZ.02.1.01/0.0/0.0/16\_019/0000798",
  - 1.4. "Data" for all data (information) acquired or created in any possible manner via 4HAIE, particularly data (information) obtained from participants of the 4HAIE consisting of the active participants (commonly referred to as "runners") and inactive participants who serve as a control group. The term "Data" as defined above does not include:
    - 1.4.1. HAIE Program 1 Data obtained from participants of the HAIE Program 1 via their personal air pollution monitors and via SES survey. These data are shared by all HAIE cohorts.
    - 1.4.2. HAIE Program 2 Data obtained from participants of the HAIE Program 2 via their blood and urine samples. These data are property of the Institute of Experimental Medicine of the Czech Academy of Science.

**Article 2  
Legal Basis**

1. The Statute of the UO is a basic internal regulation (a basic by-law) of the university as set out by the Act no. 111/1998 Coll., The Higher Education Act, as amended. Therefore, the Statute of UO has set out general rules of conduct of the constituent parts of the UO, mainly faculties and departments of the UO.

2. The Higher Education Act designates the position of the Dean as a head and chief manager of the faculty.
3. The provision of the article 26 of the Statute of UO has endowed every Dean with the power and right to issue his or her own orders.
4. The provision of the article 26 of the Statute of UO has instituted the order of the Dean as the general type of internal regulations (by-laws) of the faculty.
5. HAIE is a research project funded by the European Structural and Investment Funds (which are provided by the European Union), overseen by the Ministry Education, Youth and Sports of the Czech Republic and operated and executed by the public institutions. HAIE consists of four distinct but mutually connected programs:
  - 5.1. HAIE Program 1 operated and executed by the Faculty of Medicine of the UO.
  - 5.2. HAIE Program 2 operated and executed by the Institute of Experimental Medicine of the Czech Academy of Science.
  - 5.3. HAIE Program 3 operated and executed by the Veterinary Research Institute.
  - 5.4. HAIE Program 4 abbreviated as “4HAIE” and described in the article 1.

### **Article 3**

#### **Scope of Regulation**

1. This Order of the Dean governs access to the data collected via 4HAIE and its subsequent handling and usage.
2. This Order of the Dean sets out rules applicable both to external parties (mainly persons, partnerships, organizations, and institutions) and employees of the OU or persons affiliated with the OU.

### **Article 4**

#### **Data Ownership**

1. All the Data based on the 4HAIE research processed by in any possible manner (including but not limited to extracting, collecting, sorting, marking, grading, classification, compiling, evaluating, interpreting) remains the sole property of the UO.

2. Every person, partnership, corporation, organization or institution shall access and use the Data only upon valid decision of the 4HAIE Council and only under license agreement.

## **Article 5**

### **Principles of Authorship**

1. Every piece of work (e. g. conference or journal paper, article, book chapter, book or even draft project application) based on the Data shall adhere to the principles of authorship as set out in this Order of the Dean. The term “author” as used in this article shall encompass both situations where the collaborator is the sole author of the respective work or where the collaborator is only one of several co-authors.
2. Every person shall be considered as an author of the respective work if he or she fulfils all of these criteria at the same time:
  - 2.1. Substantial contribution to conception or design of the work, or substantial contribution to acquisition, analysis, or interpretation of data for the work; (while taking into account prior contribution to the research design of 4HAIE as set out in a table designating rights to the data in Appendix no. 1 of this Order of the Dean).
  - 2.2. Proved activity (participation) either on the work itself, or its critical revision.
  - 2.3. Responsibility for final approval of the proposal of the work as suitable for publication.
  - 2.4. Responsibility for substantial intellectual contribution to the work.
  - 2.5. Ability to appropriately and timely answer both critical reviews and public reactions to the work, particularly ability to explain questions (both from scholars or general public) pertaining to the integrity and validity of the work or its methods.
3. Any 4HAIE collaborator who does not fulfil all the criteria defined in the paragraph 2 of this article may not be included as author but shall be considered for acknowledgement within the publication where appropriate.
4. Any 4HAIE collaborator that fulfils only the criterion defined in the subparagraph 2.1 of the paragraph 2 of this article shall be given the opportunity for authorship at the conception of the work. The collaborator may decide to fulfil the remaining criteria defined in the paragraph 2 of this article in order to become a co-author of the work.
5. Opportunity for authorship shall be given to the principal investigator of HAIE (currently the position is held by Dr Radim Sram) in every instance where the aim of the proposed work involves investigation of environmental pollution effects on a dependent variable measured within the Data.

6. Whenever the work makes any use of the data from HAIE Program 1 or 2, the head of the respective HAIE Program shall be entitled to decide on authorship in collaboration with the 4HAIE Council.
7. The members of the 4HAIE Council and other researchers of the 4HAIE shall be included among the authors of the work and shall be acknowledged at an appropriate place in the work if the work is closely related to any main objective of the 4HAIE program. The same rule applies to the participant researchers and collaborators from other universities, institutions, and also corporations participating on the 4HAIE program.

### **Article 6 4HAIE Council**

1. This Order of the Dean establishes the 4HAIE Council as a body responsible for managing and controlling the access and usage of the Data.
2. The rules of conduct and proceedings of the 4HAIE Council are set out in the Appendix no. 1 to this Order of the Dean.
3. The head of the 4HAIE Council shall be the same person who is the principal investigator of the 4HAIE.
4. Every candidate for membership in the 4HAIE Council shall be nominated by the head of the 4HAIE Council.
5. Every nominated candidate shall be appointed as the member of the 4HAIE Council by the Dean of the FoE upon his or her prior decision.

### **Article 7 Access to the Data**

1. Any person, partnership, corporation, organization or institution shall be granted access to the Data upon successful completion of the access procedure described in this Order of the Dean.
2. The access procedure shall have these particular discrete steps as listed below:
  - 2.1. Application submission,
  - 2.2. Application evaluation,

- 2.3. 4HAIE Council decision,
- 2.4. License Agreement conclusion,
- 2.5. License Agreement prolongation.

## **Article 8**

### **Application Submission**

1. Every person, partnership, corporation, organization or institution seeking access to the Data together with the right to use them in a specific manner shall submit an application as set out below.
2. The application shall have only one valid form which is laid out in the Appendix no. 2 to this Order of the Dean.
3. Any person, partnership, corporation, organization or institution shall be deemed an eligible applicant without any prejudice or bias.
4. Each application shall be submitted directly to the 4HAIE Council exclusively by electronic means (e-mail) and via e-mail address: [daniel.jandacka@osu.cz](mailto:daniel.jandacka@osu.cz) and send a copy to email [DATA4HAIE@osu.cz](mailto:DATA4HAIE@osu.cz).
5. Any application which adheres to the rules described in this article shall be considered as a valid application and therefore having effect within access procedure.
6. Any application not adhering to the rules described in this article shall be considered as an invalid application and therefore shall have no effect whatsoever within access procedure.
7. Any application adhering to the rules described in this article but lacking any of its parts as described in the Appendix no. 2 to the Order of the Dean shall be considered as a valid but incomplete application.
8. Any valid but incomplete application shall be completed by the applicant upon the written request sent to the applicant by the 4HAIE Council by electronic means (e-mail) and within the time specified in the written request.
9. Any valid but incomplete application remaining still incomplete even after expiration of the time specified in the written request shall be considered a valid but permanently incomplete application and therefore shall have no effect whatsoever within access procedure.

10. Every applicant shall be given a notice of submission by electronic means (e-mail) via the e-mail address he or she has provided in the application.
11. 4HAIE Council is obliged to provide an applicant with a notice of submission at the moment when the application is deemed to be valid, complete, and perfect by the 4HAIE Council.
12. Each valid, complete, and perfect application shall be considered effectively submitted at the moment of sending the notice of submission by the 4HAIE Council to the applicant.
13. Every applicant can withdraw his or her application at any moment. The application shall cease to have any effect at the moment of receipt of the notice of withdrawal by respective applicant via electronic means (e-mail) via e-mail address specified above.
14. Whenever the work makes any use of the data from HAIE Program 1 or 2, the statement or opinion of the head of the respective HAIE Program shall be included in the application.

### **Article 9**

#### **Application Evaluation**

1. Each effectively submitted application shall be evaluated by the 4HAIE Council in order to determine its fitness for the data access and usage.
2. Each effectively submitted application shall be evaluated by the 4HAIE Council within sixty (60) days starting from the moment of effective submission.

### **Article 10**

#### **4HAIE Council Decision**

1. The 4HAIE Council shall reach its decision in a manner compliant with the rules of conduct and proceedings for the 4HAIE Council as set out in the Appendix no. 1 to this Order of the Dean.
2. The 4HAIE Council shall base its decision about fitness of the application on these basic criteria:
  - 2.1. Importance of the research problem (question),
  - 2.2. Originality of the proposed research design,
  - 2.3. Feasibility of the proposed research design,
  - 2.4. Adherence to the principles of authorship,

2.5. Ethical dimension and outreach of the research.

3. The 4HAIE Council shall deliver its positive decision by sending its written form together with a license agreement proposal to the respective applicant by electronic means (e-mail) via the e-mail address provided in the application.
4. The 4HAIE Council shall deliver its negative decision by sending only its written form to the respective applicant via electronic means (e-mail) through the e-mail address provided in the application.
5. The 4HAIE Council decision shall be deemed delivered at the moment of sending its written form from the 4HAIE Council to the respective applicant.
6. The 4HAIE Council decision is final and therefore any applicant shall not be entitled to seek any remedy (appeal) against it.

**Article 11**  
**License Agreement Conclusion**

1. Every applicant who is the recipient of the positive decision of the 4HAIE Council is entitled to conclude such a license agreement within thirty (30) days starting at the moment of the sending of the positive decision of the 4HAIE Council together with the license agreement proposal to the respective applicant.
2. The concluding of the license agreement shall be deemed as signing the agreement by both parties, the Dean of the FoE on the one side, and the respective applicant on the other side.
3. Signatures on the license agreement shall be deemed valid only if executed by hand of the person authorized (competent) to sign such an agreement on the behalf of the respective applicant.
4. The period of thirty (30) days shall be deemed upheld even if the respective applicant sent the signed license agreement back just on the last day of the mentioned time period, hence regardless of the date of receipt of the signed license agreement by the 4HAIE Council.
5. Every license agreement shall be considered successfully concluded at the moment of the sending of the notice of conclusion by the 4HAIE Council to the applicant.

6. Any applicant is not permitted to deviate from the exact wording of the terms and conditions of the license agreement, hence any license agreement with amendments or reservations made (written) by applicant shall be deemed as invalid and having no effect whatsoever.
7. Any applicant shall not be granted access to the Data until successful conclusion of the license agreement.
8. Every applicant shall be granted access to the Data and its usage in the manner defined in the application and in the terms and conditions of the license agreement for a period of time as specified in the license agreement but at least for one (1) year.

## **Article 12**

### **License Agreement Prolongation**

1. Every applicant seeking prolongation of the license agreement shall provide the 4HAIE Council with a copy of the letter of submission (or other document of equal quality) serving as a proof that the respective applicant has submitted his or her paper based on the Data to the prospective publisher for the purpose of publication.
2. Every applicant shall provide the 4HAIE Council with alternative proof demonstrating that the respective applicant has made substantial progress towards publication of his or her paper based on the Data. The mentioned rule shall apply only when the applicant is unable to provide the 4HAIE Council with a regular letter of submission.
3. The 4HAIE Council shall decide upon prolongation of the license agreement within a period of thirty (30) days starting at the moment of receipt of the letter of submission or alternative proof sent by the respective applicant seeking prolongation of the license agreement.
4. The 4HAIE Council shall deliver its positive decision by sending its written form together with a license agreement prolongation proposal to the respective applicant by electronic means (e-mail) via the e-mail address provided in the application.
5. The 4HAIE Council shall deliver its negative decision by sending only its written form to the respective applicant via electronic means (e-mail) through the e-mail address provided in the application.
6. The 4HAIE Council decision shall be deemed delivered at the moment of sending its written form from the 4HAIE Council to the respective applicant.



7. The 4HAIE Council decision is final and therefore any applicant shall not be entitled to seek any remedy (appeal) against it.

**Article 13**  
**Validity, Effects, and Amendments**

1. This Order of the Dean shall be valid and effective as of 000000.
2. This Order of the Dean shall be valid and effective indefinitely.
3. This Order of the Dean shall be amended only by another order of the Dean.

issued in Ostrava on the day of 000000

.....  
doc. Mgr. Tomáš Jarmara, Ph.D.,  
the Dean of the Faculty of Education of the University of Ostrava

Written and prepared by: Mgr. Bc. Jan Humpolík, lawyer of the University of Ostrava

This text is shall be published:

- 1) within the internal database of the University of Ostrava (Portál OU),
- 2) on the website of the University of Ostrava to the general public

**Appendix no. 1**  
**Rules of Conduct and Proceedings of the 4HAIE Council**

**Article 1**  
**Composition of the Council**

1. The 4HAIE Council is composed of the researchers mentioned below together with their respective responsibility (area of expertise) and the right of priority.

<b>Name of the Researcher</b>	<b>Right of Priority / Area of Expertise</b>
doc. Mgr. Daniel Jandačka, Ph.D. (head)	<b>YES</b> / Principal investigator 4HAIE, the Data
doc. Mgr. Steriani Elavsky, Ph.D.	<b>YES</b> / Sleep measures, Questionnaires, FitBit data, Smart Phone data
doc. Mgr. David Zahradník, Ph.D.	<b>YES</b> / Functional testing, Biomechanics of Cutting, Pollution Data from Monitoring
doc. Mgr. Roman Farana, Ph.D.	<b>YES</b> / Biomechanics of Cutting, Biomechanical data
doc. PhDr. Lukáš Cipryan, Ph.D.	<b>YES</b> / Graded exercise test, HRV, Blood samples,
doc. PhDr. Petr Kutáč, Ph.D.	<b>YES</b> / InBody, DEXA
Mgr. Jaroslav Uchytíl, Ph.D.	<b>YES</b> / MRI (Knee and Ankle), Biomechanics of gait,
Mgr. Vera Kristýna Jandačková, Ph.D.	<b>YES</b> / Cognitive Function Testing, MRI (Brain), Questionnaires (according to Elavsky agreement), HRV, Hair Samples
prof. PhDr. František Vaverka, CSc.	<b>NO</b> / Laterality
doc. Julia Freedman Silvernail, Ph.D.	<b>NO</b> / Gait Biomechanics and coordination
prof. Joseph Hamill, Ph.D.	<b>NO</b> / Biomechanics and motor control
prof. Gareth Irwin, Ph.D.	<b>NO</b> / Cutting biomechanics
prof. Peter Hoffman, Ph. D.	<b>NO</b> / Exercise Physiology
prof. Miika Nieminen, Ph. D.	<b>NO</b> / MRI

## **Article 2**

### **Sessions and Conduct of the Council**

1. The 4HAIE Council shall hold its regular session at least once within a year.
2. The Head of the 4HAIE Council shall preside over every session.
3. The 4HAIE Council shall decide upon every matter by voting carried out usually through electronic means (e-mail).
4. The 4HAIE Council shall decide upon every matter in a timely manner in order to fulfil the period reserved (set out) by the Order of the Dean regarding access and usage of the Data from 4HAIE.
5. Each member of the 4HAIE Council has the right to make any proposal towards the 4HAIE Council at any time.
6. The Head of the 4HAIE Council is responsible for preparing and executing of the decision processes within the 4HAIE Council.

## **Article 3**

### **Voting of the Council**

1. Each member of the 4HAIE Council has exactly one vote.
2. The Head of the 4HAIE Council has a veto vote on every matter.
3. Each member of the 4HAIE Council with the right of priority over his or her area of expertise has a veto vote on every 4HAIE Council decision proposal concerning (related to) the area of expertise of this member.
4. The 4HAIE Council shall reach its final decision by plurality of all votes.
5. Each veto vote of the Head of the 4HAIE Council could be overruled by at least three quarters of the all votes.
6. Each veto vote of the member of the 4HAIE Council could be overruled by at least three quarters of the all votes.



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7. Every member who fails to cast (render) his or her vote in time shall be considered as casting a yes-vote



**Appendix no. 2**  
**Application Form**

<b>4HAIE Data Access and Usage Application Form</b>	
Name of Work:	proposed or planned
Type of work:	e. g. conference or journal paper, article, book chapter, book or even draft project application
Authors of the work:	The order of authors is determined by the applicant after agreement with potential co-authors. The main author of the article is usually the one who produced the idea and the first draft of the manuscript. The last author is usually the one who participated in the design or led the research group (typically the heads of laboratories within the Program 4 HAIE, or the principal investigator of the Program 4, evaluated individually according to the topic)
Research question:	
Dependent variables:	
Independent variables:	
Covariates:	
Design:	
Description of work:	(limit 300 words)
Appendices:	Whenever the work make any use of the data from HAIE Program 1 or 2, the statement or opinion of the head of the respective HAIE Program shall be included in the application.

**Appendix no. 3**  
**License Agreement**

**Article 1**  
**Parties of the Contract**

1. The parties to this Contract are as follows:

**1.1. University of Ostrava**  
**(through the Faculty of Education)**  
**(through The Department of Human Motion Studies)**

University Seat / Headquarters: Dvořákova 7, 701 03 Ostrava, Czech Republic  
Faculty Seat / Headquarters: Fráni Šrámka 1121/3, 709 00, Ostrava, Czech Republic  
Head of the Faculty: Mr Tomáš Jarmara, doc. Mgr. Ph. D., dean  
Identification number (according to the Czech law): 61988987  
Corporation type: public university established by the Law no 314/1991 Coll.,  
Administrative contact: Mr Daniel Jandačka, doc. Mgr. Ph. D., head of The Department of Human Motion Studies

(Hereinafter referred to as “UO” or “Licensor”)

and

**1.2. [NAME OF LICENSEE]**

Seat / Headquarters: [ADDRESS OF THE PLACE]  
Corporation type: [E. G. UNIVERSITY, RESEARCH INSTITUTE, ]  
Head: [NAME], [TITLES], [POSITION OR FUNCTION]  
Administrative contact: [NAME], [POSITION OR FUNCTION OR RESPONSIBILITY]

(Hereinafter referred to as “[ABBREVIATION]” or “Licensee”)

**Article 2**  
**Legal Basis of the Contract**

1. The Order of the Dean of the Faculty of Education of the University of Ostrava titled “Rules Regarding Project 4HAIE Data Access and Usage” (hereinafter referred to as “the Order”) provides the legal basis of the Contract.

2. The Order stipulates that any person, partnership, corporation, organization or institution could be granted access to licensed material (subject of the license) only under the terms of the license agreement as the final step (stage) within the access procedure specified in the Order.

### **Article 3**

#### **Purpose of the Contract**

1. The purpose of the Contract is to endow Licensee with the right to use the licensed material (subject of the license) exactly in the manner specified in the Contract, particularly for the purpose of creating (writing) a scientific (scholar) piece of work.
2. The main purpose of the Contract is to legally enable the Licensee to create (or collaborate on) a scientific (scholar) piece of work utilizing the licensed material (subject of the license) obtained from the Program 4 within the research project designated (named) "Healthy Aging in Industrial Environment HAIE" with registration number of CZ.02.1.01/0.0/0.0/16\_019/0000798" (hereinafter referred to as "4HAIE").
3. Secondary purpose of the Contract is to fulfil obligations originating from the 4HAIE.
4. Tertiary purpose of the Contract is to adhere to the Order.

### **Article 4**

#### **Licensed material**

1. The licensed material (subject of the license) is the information or data of any kind obtained from 4HAIE by the Licensee through access procedure under the terms, conditions, and rules stipulated by the Order.
2. The licensed material (subject of the license) is limited to the piece of information (portion of the data) as specified in the paragraph 3 of this article of the Contract:
3. [SPECIFICATION OF THE DATA ACCESSED BY THE APPLICANT/LICENSEE]
4. The piece of information (portion of the data) as specified in the paragraph 3 of this article of the Contract is hereinafter referred to as "Licensed Material".

## **Article 5**

### **Territorial usage of the Licensed Material**

1. The Licensee has the right to use any part, piece, or portion of the Licensed Material in any place in the world without any territorial restriction.
2. The Licensee shall however observe both the law (legal order) governing the Contract and any other applicable laws (legal orders) pertaining territorial usage of the Licensed Material.

## **Article 6**

### **Temporal usage of the Licensed Material**

1. The Licensee has the right to use any part, piece, or portion of the Licensed Material only for the duration of the time starting with concluding (signing) of the Contract by both of its Parties (Licensor and Licensee) and ending at the moment of [TIME SPECIFICATION].
2. The Licensee shall however observe both the law (legal order) governing the Contract and any other applicable laws (legal orders) pertaining temporal usage of the Licensed Material.

## **Article 7**

### **Modal usage of the Licensed Material**

1. The Licensee has the right to use each part, piece, or portion of the Licensed Material only in such manner which is absolutely essential for creating (or collaboration on) the scientific (scholar) piece of work utilizing the licensed material and specified in the application form effectively submitted by the 4HAIE Council under the terms of the Order.
2. The Licensee shall not substantially deviate from the specification of the scientific (scholar) piece of work given (described) in the application form effectively submitted by the 4HAIE Council under the terms of the Order.
3. Any substantial deviation from the rule (condition) defined in the paragraph 2 of this article of the Contract shall constitute a breach of the Contract and shall endow the Licensor with the right to terminate the Contract immediately.
4. The effectively submitted application shall constitute an appendix to the Contract.



## Article 8

### Control powers of the Licensor

1. The Licensor is entitled to seek a clarification pertaining the exact manner (means) in which the Licensee use the Licensed Material at any time within the duration of the Contract.
2. The Licensor shall request any clarification exclusively in written form, including any e-mail or electronic means of communication. The Licensor shall specify the period of time within which the Licensee shall provide the requested clarification.
3. The Licensee shall provide the Licensor with a full, true, and comprehensible clarification pertaining to the requested subject (question) and within the period of time as specified in the request itself.
4. Any substantial deviation from the rule (condition) defined in the paragraph 3 of this article of the Contract shall constitute a breach of the Contract and shall endow the Licensor with the right to terminate the Contract immediately.

## Article 9

### Acknowledgement conditions

1. The Licensee shall acknowledge the contribution of the Licensor to his or her piece of work by statement in the exact wording as specified below:

*“This publication was based on the information (data) provided from the Program 4 within the research project designated (named) “Healthy Aging in Industrial Environment HAIE” with registration number of CZ.02.1.01/0.0/0.0/16\_019/0000798, which was funded by the European Union and provided by the Ministry of Education, Youth and Sports of the Czech Republic. The mentioned information (data) was obtained (gathered) by the Department of Human Movement Studies, The Human Motion Diagnostic Center, University of Ostrava, Ostrava, Czech Republic.”*

## Article 10

### Publication conditions

1. The Licensee shall publish his or her piece of work in an open access (green line) manner.

**Article 11**  
**Payment conditions**

1. The Licensor provides the Licensee with all rights and entitlements specified in the Contract free of any payment or charge.

**Article 12**  
**Waiver of Warranties**

1. The parties of the Contract provide that the Licensor shall not be held responsible or liable for suitability or convenience of the Licensed Material for any aim, plan, intent or design of the Licensor whether overtly expressed in the Application Form or otherwise implied within any communication between Applicant or Licensee and 4HAIE Council or Licensor.

**Article 13**  
**Applicable law**

1. The parties of the Contract provide that the Contract itself and all the rights and obligations based on the Contract and all the rights and obligations originating from the Contract shall be governed exclusively by the laws (legal order) of the Czech Republic.

**Article 14**  
**Validity, Effects, and Amendments**

1. The parties of the Contract provide that the Contract shall become valid and completely effective immediately upon its signing by both parties.
2. The parties of the Contract provide that the Contract shall be amended only upon their previous mutual accord and only in writing.

**Article 15**  
**Final provisions**

1. This Agreement is made in exactly two duplicate originals.
2. Each party to this Agreement shall hold exactly one of the mentioned originals.

On behalf of University of Ostrava

On behalf of [UNIVERSITY NAME]

Tomáš Jarmara, doc. Mgr. Ph. D.  
Dean

[NAME], [TITLES]  
[POSITION OR FUNCTION]

Date:

Date: