



## **DATA TRANSFER AGREEMENT (OUTGOING FOR DATA TRANSFER WITHIN THE EU)**

**DTA Reference Number:** [TO BE INSERTED]

**THIS Data Transfer Agreement (“DTA”)** is made **effective in .....as of / / (“Effective Date”)**,

**BETWEEN:**

[INSERT NAME AND ADDRESS OF PROVIDER INSTITUTION] (“**ProviderProvider**”),  
with [Dr NAME OF THE INSTITUTION’s PI] as INSTITUTION’s Principal Investigator  
hereunder; and

[INSERT NAME AND ADDRESS OF RECEIVING INSTITUTION] (the “**Recipient**”), with  
[Dr NAME OF RECEIVING INSTITUTE PI] as Receiving Institute’s Principal Investigator  
hereunder;

(each a “**Party**” and collectively the “**Parties**”).

**The Parties AGREE AS FOLLOWS:**

1. This DTA will start on the Effective Date stated above.
2. The following data and all tangible representations thereof (which includes any written information identified to the Receiving Institute as “Confidential” and transferred by the ProviderProvider to the Recipient together with the data):

[INSERT SHORT DESCRIPTION OF THE DATA TO BE TRANSFERRED],

held by the Provider (“**Data**”) will be made available to the Recipient for the purpose of the collaboration between the Parties in conducting the project entitled:

[INSERT PROJECT TITLE] (the “**Research Project**”);

The Data and the Research Project are further described in **ANNEX II**.

3. The Provider will transfer the Data to the Recipient upon receipt of the fully-executed copy of this DTA acknowledging and agreeing to its terms.
4. **Annex I** of this DTA describes the obligations of the Recipient regarding the security it will apply to the Data it receives from the Provider under this DTA. ANNEX I and II 1 (*and any other annexes or appendices*) forms an integral part of this DTA and is legally binding between the Parties.

**Authorized use of the Data:**



### Data Transfer Agreement: Finalized 28 September 2018

5. The Data are made available to the Recipient under this DTA solely for non-profit research, and solely in connection with and for the purpose of the Research Project, free of charge.

Other than for and within the purpose of the Research Project, as described in Appendix 1, the Data will not be further transferred, distributed to third parties or otherwise used without the Provider's prior notice at least one (1) month before the indented transfer. A written approval or justified rejection shall be provided, to the Recipient by the Provider, within twenty (20) days from the request. Receiving Institution hereby agrees to quit from any right opposing against the Provider's final decision, which shall be binding for both Parties from the date it is issued.

6. The Data will be used only and solely by the Recipient and Recipient's authorized and trained personnel, under the responsibility and supervision of the Recipient's Principal Investigator, for the purposes hereof exclusively and under no less stringent obligations than as provided for in this DTA.
7. The Recipient will not seek to reverse engineer or de-anonymize the Data in any way whatsoever and will comply with all relevant and applicable legislation and ethical requirements. The Recipient further represents and warrants that the use of the Data will not violate any acts, laws, by-laws, rules and regulations applicable to the Data.

#### **Confidentiality:**

8. The Recipient agrees to keep the Data in confidence, except for Data that: (a) are publicly known, or available from other sources which are not under a confidentiality obligation to the source; (b) have been made available by its owners without a confidentiality obligation; (c) are otherwise already known by or available to the Recipient without a confidentiality obligation; or (d) are required to be disclosed by operation of law, provided that the Recipient immediately so notifies the Provider in writing and provides adequate opportunity for the Provider to object to, or restrict, such disclosure or request confidential treatment thereof.

#### **Intellectual property rights and ownership:**

9. Except for the rights explicitly granted hereunder, nothing contained in this DTA is construed as conveying any rights under any patents or other intellectual property which either Party may have or may hereafter obtain.
10. The Provider retains ownership and/or custody of the Data as applicable and has the unrestricted right to use, disclose or transfer the Data to any third parties for any other purposes. The Recipient acknowledges and agrees that nothing contained in this DTA is deemed to grant to the Recipient any intellectual property rights in any of the Data provided hereunder. The Recipient furthermore agrees to provide the Provider with a copy of any derived data/variables arising from the use of the Data.



Data Transfer Agreement: Finalized 28 September 2018

11. The Parties agree that the ownership of any intellectual property rights in the results that may arise out of the Research Project will be owned by the Provider and the Recipient and they shall enter into a separate agreement in order to negotiate in good faith the terms and conditions under which they shall distribute their shares. The Parties will keep all results confidential, and shall only disclose them to third parties under obligations of confidentiality, unless or until the Parties agree that such confidentiality is no longer necessary. In case of disagreement regarding the disclosure or not of the results to third parties, the Parties agree herewith to refrain from disclosing them.
12. Subject to the above provision, the Parties may use the results arising out of the Research Project for their own research/academic purposes only. Any other use (e.g. for commercial use) will be subject to a separate agreement .

**Publications:**

13. The results arising from the use of the Data within the purpose of the Research Project may be published by the Parties either jointly or separately. In order to avoid prejudice to any proprietary rights, the publishing Party shall transmit any material intended for publication to the other Party for review at least thirty [INSERT NUMBER] days prior to its submission for publication. In absence of any objection within that period, the publication may proceed. In case of disagreement regarding the publication Parties agree to amicably reach a common decision otherwise abstain from publishing. In any such publications, or any other written or oral public disclosures concerning the Research Project, the Parties' respective contribution will be duly recognized by acknowledgment or co-authorship, as appropriate and agreed between the Principal Investigators of the Parties.
14. Notwithstanding the foregoing, neither Party will make any communication orally or in writing, public announcements or press releases concerning the terms of this DTA, the Research Project or any related matter without the prior written agreement of the other Party. Further, neither Party may use the other Party's name and logo without the prior written approval of that Party.

**Warranties and liability:**

15. The Provider makes no warranty of the fitness of the Data for any particular purpose or any other warranty, either express or implied.
16. The Recipient agrees that, except as may explicitly be provided in this DTA, the Provider has no control over the Receiving Institute's use of the Data hereunder. Consequently, the Recipient agrees that the Provider shall not be liable for such use, or any loss, claim or damages which may arise from or in connection with such use.
17. Each Party represents and warrants that: (a) it has the full corporate right, power and authority to enter into this DTA and to perform its obligations under this DTA; (b) the execution of this DTA and the performance of its obligations do not and will not conflict with or violate any agreement to which it is a party or by which it is bound; and (c) this DTA has been executed by a duly authorized representative.



Data Transfer Agreement: Finalized 28 September 2018

18. The term of this Agreement is ..... ( ) years starting from the Effective Date. Upon conclusion of the Purpose, or immediate termination of this Agreement by the Provider because of breach by the Receiving Institution, or termination of this DTA for any reason by either Party, the Receiving Institution agrees to discontinue all use of the data, as well as provide written notice upon thirty days (30 days).

**Miscellaneous:**

19. This DTA is governed by (indicate the applicable law unless Parties agree silence of law).
20. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation or enforcement of this agreement, including but not limited to breach thereof, unless amicably settled, shall be referred to mediation before, and as a condition precedent to, the initiation of any proceeding, including arbitration.
21. This DTA may be amended only by written agreement duly signed by the authorized representatives of the Parties. This DTA is personal to the Parties and neither Party will assign, transfer, or deal in any other manner with its rights and obligations under this DTA without the express prior written consent of the other Party.
22. Either Party may terminate this DTA upon giving the other Party 30 days written notice.
23. Upon expiry or earlier termination of this DTA, the Recipient will securely dispose of the Data or return and delete the Data to the Provider as agreed between the Parties.
24. This DTA will in no way be construed as creating the relationship of principal and agent, of partnership in law or of joint venture as between the Parties or any other person involved in the Research Project.
25. This Agreement sets forth the entire understanding between the parties and supersedes any prior agreements, written or verbal.
26. This DTA may be executed in counterparts and may be exchanged by electronic mail in .pdf format. All properly executed counterparts will constitute one document.

This DTA is duly signed on behalf of the Parties as follows:

Signed for and on behalf of the Receiving Institute:      Signed for and on behalf of the Provider:

\_\_\_\_\_  
The Receiving Institute's Authorized Official  
Name:  
Title:  
Date:

\_\_\_\_\_  
the Provider's Authorized Official  
Name:  
Title:  
Date:



Read and acknowledged by the Principal Investigator of the Receiving Institute:

Read and acknowledged by the Principal Investigator of the Provider:

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Name:  
Title:  
Email:  
Date:

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Name:  
Title:  
Email:  
Date:

DISCLAIMER: This is a Sample Template. This template is based the World Health Organization International Agency for research on cancer publicly available document NO. CIRC 72 (09/2017), as modified by Santa Slokenberga, Jane Reichel, and Olga Tzortzatou for the purposes of B3Africa project. Any use of this Sample Template is exclusive responsibility of the respective users.

On the importance of DTA/MTA and essential elements see Mascalzoni D. et al. “International Charter of Principles for Sharing Bio-Specimens and Data”, EJHG (2015) 23, 721-728.