

Data Transfer Agreement

This Data Transfer Agreement ("Agreement") is entered into by and between Utrecht University ("UU") and the requesting institute ("Recipient"), collectively referred to as the "Parties", for the purpose of the following project ("Research Project"): *[Insert title of project]*

ARTICLE 1 - DEFINITIONS

In this Agreement, the following expressions shall have the following meanings:

1. "Provider": "UU "

2. "Recipient":

Name of requesting institute: [.....]

Address: [.....]

Recipient hereby requests transfer of the Data, or part of the Data, for the purpose of the Research Project as specified in the description of the Research Project (Annex 1).

3. "Data":

Data means the individual-level and meta data described in Research Project and Detailed Description of Data described in Annex 2 which will be transferred from the Provider to the Recipient for the purpose of the Research Project. The Data will be strictly confidential and will contain de-identified information, and will be provided or transferred in electronic format.

4. "Information":

Any information, unpublished or otherwise, relating to the Data, their production, properties and/or experimental results observed using the Data or any derivatives therefrom, held by UU and communicated to the Recipient for the purpose of the Research Project.

ARTICLE 2 - GENERAL CONDITIONS

1. Use

1.1 The Data shall not be used for any purpose other than the Research Project and subject to the restrictions set out herein.

1.2 The Data shall not be used for gain or commercial profit but for teaching or not-for-profit research purposes only.

1.3 The Data shall be used in compliance with all applicable statutes, regulations and ethical requirements.

1.4 The Data shall be used only and solely by the Recipient and the Recipient's authorized personnel who shall be bound by the same obligations as contained herein.

1.5 Other than for and within the purpose of the Research Project, the Data shall not be transferred or distributed to any third parties without the prior written agreement of UU.

Protection of Data

- 1.6 The Recipient hereby confirm that they shall adhere to information technology best practices in all aspects of management and use of the Data, and shall provide appropriate safeguards and controls to ensure the security of the Data and protection of Data confidentiality at all times. In particular, the Recipient shall keep the Data and related confidential Information in a secure environment, protected against theft, damage, loss, misuse or unauthorized access.
- 1.7 Under no circumstances shall the Recipient attempt to identify specific individuals from any of the Data received.

2. Confidentiality

- 2.1 The Data shall be treated as confidential at all times as well as any and all Information received in relation to the Data. The Recipient shall not disclose it to any third parties without the prior written agreement of UU.
- 2.2 The above obligations of confidentiality shall not apply to Information which:
 - (i) can be shown to have been known to the Recipient at the time of its reception from UU; or
 - (ii) is acquired from a third party, not in breach of any confidentiality obligation to UU; or
 - (iii) is independently devised or arrived at by, on behalf of, or for the Recipient without access to the Information; or
 - (iv) enters the public domain otherwise than by breach of the undertakings set out in this Agreement.

3. Intellectual Property Rights and Ownership

- 3.1 Except for the rights explicitly granted hereunder, nothing contained in this Agreement shall be construed as conveying any rights under any patents or other intellectual property which either party may have or may hereafter obtain.
- 3.2 The ownership of the Data shall remain with the UU. The Recipient acknowledges and agrees that nothing contained in this Agreement shall be deemed to grant to the Recipient any intellectual property rights in any of the Data provided hereunder.
- 3.3 UU reserves the right to request from the Recipient a copy of any derived data/variables arising from the use of the Data provided hereunder.

4. Publications

- 4.1 Subject and without prejudice to the aforementioned proprietary rights, the results obtained through use of the Data within the Research Project may be published by the Recipient.
- 4.2 Any such publication shall remain subject to prior review by the UU.

5. Warranties and Liabilities

- 5.1 UU makes no warranty of the fitness of the Data for any particular purpose or any other warranty, either express or implied.
- 5.2 The Recipient hereby agrees that, except as may be explicitly provided in this Agreement, UU has

no control over the use that is made of the Data by the Recipient in accordance with the terms of this Agreement. Consequently, the Recipient agrees that UU shall not be liable for such use, or any loss, claim or damages which may arise from or in connection with the use, handling or storage of the Data, except in the case of gross negligence by UU.

6. Amendment, Extension and Termination

- 6.1 Any amendment to this Agreement, including extension of the Term of the Agreement, shall be valid only by written amendment executed by the duly authorized officers of both Parties.
- 6.2 Notwithstanding the conditions set forth herein, either of the Parties may terminate this Agreement with sixty (60) days' prior written notice to the other party.
- 6.3 Upon completion of the Research Project, expiration or termination of this Agreement, whichever comes first, any Data shall be returned to UU, destroyed or otherwise as per UU's instructions.

7. Miscellaneous

- 7.1 Nothing in this Agreement shall be interpreted as establishing a partnership between the Parties or establishing one party as the agent of the other or conferring a right on one party to bind the other, except as may be specifically set out herein.
- 7.2 This agreement will be governed by the laws of The Netherlands and disputes concerning its execution will be put before the competent district court of Utrecht.

8. Term of Agreement

This Agreement shall remain in full force and effect as from the date of its signature by the Parties and for a duration of [...] year(s) thereon. This agreement may be renewed upon request from the Parties.

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

Signed for and on behalf of Recipient:

Signed for and on behalf of UU:

Name:

Name:

Title:

Title:

Date:

Date: