

DATA TRANSFER AGREEMENT

This Agreement is made by and between:

a) <Name of providing University and address > ("Provider")

and

b) <Name of Recipient Scientist's Institution and address> ("Recipient")

This Agreement records the terms under which the Provider will make available Data specified in Appendix 1 in this Data Transfer Agreement (DTA).

The Provider has agreed to make the Data available on the terms and conditions set out in this DTA. The transfer of the Data is regulated in accordance with Norwegian legislation for processing of Personal Health Data and protection of individual human subject rights and privacy, including any relevant ethical and legal approvals in connection to the Provider's storage and use of the Data in question.

The Recipient will hold the Data on the terms of this Agreement and solely for the purpose of *fyll inn* ("the Research") as described in attached protocol and within the research group of NN ("the Recipient Scientist"). The Data will be made available for the Recipient without any direct personal identification to the human subjects and under the following conditions:

1. TRANSFER OF DATA

- 1.1 Provider has agreed to make the Data available to the Recipient for the purposes of the Recipient's Research on the terms and conditions set out in this Agreement.
- 1.2 The Transfer of Data is subject to any special conditions set out in Item 7 of the Schedule.

2. RIGHTS OF PROVIDER

Nothing in this Agreement prevents the Provider from exploiting the Data or distributing the Data to any third party, including both profit and non-profit organisations.

3. USE OF THE DATA AND OBLIGATIONS OF THE RECIPIENT

3.1 The Recipient:

- 3.1.1 must only use the Data for the purposes of the Research;
- 3.1.2 must comply with all applicable laws and approval, including appropriate ethical and legal approvals and standards in relation to the use of the personal health Data and act as data controller in accordance to EU General Data Protection Regulation (GDPR);
- 3.1.3 must treat the Data as confidential information and restrict access to the Data to those of its employee researchers who are directly involved in the Research and who are placed under an obligation to observe the terms of this DTA;
- 3.1.4 must take such reasonable steps to provide for the safe custody of any and all Data in its possession and to prevent unauthorised access thereto or use thereof
- 3.1.5 under no circumstances attempt to re-identify the data subjects;
- 3.1.6 must not transfer, sell, disseminate, disclose or otherwise distribute the Data to any third party without Provider's prior written consent and without entering into a Data Transfer Agreement with the same restrictions, terms and conditions as apply pursuant to this Agreement;

- 3.1.7 must not use the Data for any profit-making or commercial purposes without written approval from the Provider;
 - 3.1.8 must at the termination of this DTA, delete all copies of the Data except for one copy to be kept securely solely for record-keeping purposes in accordance to applicable legislation and any necessary approvals;
 - 3.1.9 must not use Providers name or logo without the prior written consent of such party;
 - 3.1.10 accepts sole responsibility and liability for the conduct of the Research and will use the Data at its own risk and will obtain and maintain adequate insurance in respect of its use of the Data;
 - 3.1.11 indemnifies the Provider against all loss, liability, damage, (whether to persons or property), costs and expenses (including without limitation legal expenses), claims, demands, suits or other actions arising out of the Recipient's misuse of the Data; and
 - 3.1.12 acknowledges and agrees that to the extent permitted by law, Provider exclude all warranties, express or implied, including without limitation warranties of merchantability, fitness for a particular use, safety or quality in relation to the Transfer and use of the Data. Provider makes no representation and provides no warranty that the use of the Data will not infringe any Intellectual Property right of any other person. The Data is provided by Provider under this DTA on an "as is" basis.
- 3.2 The Recipient must notify Provider promptly of all Results and will on the Providers request supply Provider with a report and/or outline of any Results, discoveries or comments in relation to the Research at the conclusion of the Research.
 - 3.3 The Recipient must report immediately to the Provider any use or disclosure of Data other than as permitted in this DTA and will take all reasonable steps to mitigate the effects of such improper use or disclosure.

4. INTELLECTUAL PROPERTY

- 4.1 The Data and any Intellectual Property subsisting therein are the property of the Provider.
- 4.2 Provider grants the Recipient a non-exclusive, royalty-free licence to use the Data for the purpose of the Research only. Any Intellectual Property arising from the conduct of the Research shall vest on the Recipient.

5. PUBLICATION

- 5.1 The Recipient must:
 - 5.1.1 acknowledge Provider (as notified by UoM to the Recipient) as the source of the Data in any publications under this DTA;
 - 5.1.2 if it is appropriate to do so, name Provider's researchers as authors in any publications;
 - 5.1.3 not disclose any personal information contained in the Data despite any other provision contained in this DTA;
 - 5.1.4 not release, publish or disclose any findings or information derived from the Data if such findings contain any combination of data elements that might allow for identification or the deduction of a study participant's identity; and
 - 5.1.5 subject any findings or manuscripts arising from its use of the Data for public release (e.g. abstracts, presentations, publications) to a stringent review to ensure that individual study participants cannot be identified.

6. TERM AND TERMINATION

- 6.1 This Agreement commences on the Start Date and, unless extended or terminated earlier in the manner set out in this Agreement, will remain in effect for the Term. This Agreement terminates at the end of the Term.
- 6.2 A Party may terminate this Agreement if the other Party is in default of the terms and conditions of this Agreement and fails to take action to remedy the default within 30 days after written notice from the Party requiring the remedy of the default.
- 6.3 Upon termination or expiration of this DTA, the Recipient must, at the Provider's option, either destroy or return to Provider all Data.

7. GENERAL PROVISIONS

- 7.1 **Governing law.** This Agreement shall be governed in accordance to Norwegian legislation. Each Party submits to the non-exclusive jurisdiction of the courts of that place.
- 7.2 **Relationship of the Parties.** This Agreement does not create a partnership, agency, fiduciary or other relationship, except the relationship of contracting parties. A Party shall not represent that another Party or any of their staff in any way endorse, support or approve of, any products, services, Intellectual Property or business of the representing party unless that other Party has given its express written consent to such representation.
- 7.3 **Entire agreement.** This DTA constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior oral or written representations and agreements.
- 7.4 **Variation.** This DTA may only be varied in writing signed by the Parties.
- 7.5 **Assignment.** The Recipient must not assign its rights under this DTA.
- 7.6 **Waiver.** A Party's failure to exercise or delay in exercising a right, power or remedy does not operate as a waiver of that right, power or remedy and does not preclude the future exercise of that right, power or remedy. To be effective, a waiver of a right, power or remedy must be in writing and signed by the Party granting the waiver.
- 7.7 **Severance.** If any provision or part provision of this DTA is invalid or unenforceable, such provision shall be deemed deleted but only to the extent necessary and the remaining provisions of this Agreement shall remain in full force and effect.
- 7.8 **Force Majeure.** A Party to this Agreement shall not be responsible or liable for any non-performance or delay in performance of any of its obligations under this Agreement that is caused by an act or event that is beyond the reasonable control of that Party ("**Force Majeure Event**"), provided that it promptly notifies the other parties (with appropriate details); and takes all reasonable steps to work around or reduce the effects of the Force Majeure Event.
- 7.9 **Obligations.** Each Party's obligations and liabilities under this Agreement are several and not joint or joint and several.

Accepted and Agreed by an authorised signatory
on behalf of

<Recipient>

Name:

Position:

Signature

Date:

Accepted and Agreed on behalf of

Oslo University Hospital

Name:

Position:

Signature:

Date:

APPENDIX 1. AGREEMENT DETAILS

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| Item 1 | THE PARTIES | |
| | PROVIDER | Legal Name Oslo University Hospital Address Kirkeveien 166, 0424 Oslo |
| | THE RECIPIENT | Legal Name Address |
| Item 2 | START DATE | The date upon which Provider first supplies the Data to the Recipient. |
| Item 3 | COMPLETION DATE | Not determined |
| Item 4 | DATA | <i>Dataset with FEGA Norway Dataset ID: _____ NN_____</i> |
| Item 5 | RESEARCH TITLE | <i>NN</i> |
| Item 7 | SPECIAL CONDITIONS | <i>Genetic data from Research Participants Pseudonymized personal data on Research Participants relevant to the original study producing the Data NN</i> |
| Item 8 | ETHICS OR INSTITUTIONAL REVIEW BOARD APPROVAL NUMBER (IF APPLICABLE) | <i>NN</i> |

