

DATA TRANSFER AGREEMENT

This agreement (hereinafter referred to as “Agreement”) is made and entered by and between:

University..., (“University”)

and

University..., (“Recipient”)

Hereinafter jointly referred to as “Parties” and individually as “Party”;

WHEREAS

- a) University is the owner of Clinical Data on (“DATA”)specified in Annex 1 to this Agreement;
- b) RECIPIENT, through **Prof.**, hereinafter referred to as “RECIPIENT SCIENTIST”, has requested UNIVERSITY, through **Prof.**, hereinafter referred to as “UNIVERSITY’S SCIENTIST”, to provide RECIPIENT with the DATA for use by RECIPIENT’S SCIENTIST for the purpose of the RESEARCH PLAN;
- c) UNIVERSITY is willing, subject to the terms and conditions of this Agreement, to provide the DATA to RECIPIENT.

I. Definitions

1. DATA: The data being transferred under this Agreement as specified in Annex I to this Agreement.
2. RESEARCH PLAN: The research plan specified in Annex II to this Agreement for which the DATA will be used.
3. EFFECTIVE DATE: The date of last signing of this Agreement.
4. INVENTION: Any invention, discovery, improvement, material, software, process, formula, know-how or other innovation related to or arising from the use of the DATA and/or INFORMATION, whether patentable or not and obtained as a result of the performance of the RESEARCH PLAN.
5. INFORMATION: All information, know-how, and experience of UNIVERSITY supplied by UNIVERSITY to RECIPIENT regarding the DATA, which is reasonably required by RECIPIENT for performance of the RESEARCH PLAN.
6. RESULTS: All data and results arising from performing the RESEARCH PLAN.

II. Terms and Conditions of this Agreement:

1. The DATA and INFORMATION provided is and remains the property of UNIVERSITY and is made available as a service to the research community.
2. The RECIPIENT and the RECIPIENT SCIENTIST agree that the DATA: (a) **is to be used only for the academic purposes as described in the RESEARCH PLAN**; (b) will not be used for commercial purposes and (c) will not be transferred to a third party.
3. RECIPIENT’S SCIENTIST shall keep UNIVERSITY’S SCIENTIST informed of the RESULTS.
4. RECIPIENT will report any INVENTIONS to UNIVERSITY and UNIVERSITY’S SCIENTIST. Inventorship will be determined by applicable law. In the event the INVENTION is a joint INVENTION, both Parties shall make appropriate mutual arrangements concerning the protection and exploitation of such joint INVENTION.
5. It is expressly understood that UNIVERSITY does not make any warranties regarding the DATA and specifically does not warrant or guarantee that the DATA will be accurate, be

merchantable or useful for any particular purpose. UNIVERSITY cannot and shall not be held liable for any claims or damages by applicant or any third party, in connection with or as a result of use of the DATA by RECIPIENT.

6. RECIPIENT agrees in its use of the DATA to comply with all applicable international and national laws, statutes, regulations and guidelines, especially all laws, statutes and regulations concerning the protection of data. RECIPIENT shall further not carry out any procedures with the DATA (linking, comparison, processing) with which the identity of the donor could be derived.
7. RECIPIENT shall treat the INFORMATION confidential for the duration of this Agreement including any extension thereof and thereafter for a period of five (5) years following termination or expiry of this Agreement. Excluded from this obligation of confidentiality shall be any INFORMATION of which the RECIPIENT can reasonably demonstrate that it (a) was previously known to RECIPIENT, or (b) is, and/or becomes, publicly available during said five (5) year period through no fault of RECIPIENT, or (c) is independently and lawfully developed by the RECIPIENT. This obligation of confidentiality shall not apply to any disclosure required by law, provided that RECIPIENT shall notify UNIVERSITY of any disclosure required by law in sufficient time so that UNIVERSITY may contest such requirement, if UNIVERSITY so chooses.
8. RECIPIENT will refrain from publishing the RESULTS until the earlier of i) publication by UNIVERSITY of the results of the study in which DATA was gained or ii) date..., ____.

Thereafter RECIPIENT will be free to publish and disclose the RESULTS but agrees to submit the proposed disclosure to UNIVERSITY for review at least fifteen (15) days prior to the scheduled submission for publication or disclosure. If UNIVERSITY believes that the publication or disclosure contains INFORMATION of UNIVERSITY, UNIVERSITY has the right to request for deferral of the publication for up to sixty (60) days from the date of submission of the documents to UNIVERSITY. Any such INFORMATION will be removed from the publication or disclosure. UNIVERSITY also has the right to provide comments on the manuscript and both Parties shall discuss in good faith to incorporate such comments in the publication or disclosure.

All publications of the RESULTS must include at least ____ co-authors of UNIVERSITY. First and last authors will however be RECIPIENT scientists.
9. This Agreement will become effective on the Effective Date and will terminate ____ years after the Effective Date. Parties can terminate this Agreement by giving a three (3) months prior written notice. Any clauses that will be expected or intended by its nature to survive the termination or the expiration of this Agreement, shall survive the termination or the expiration of this Agreement. Upon expiration or termination of this Agreement, the right to use the DATA and INFORMATION will automatically end and RECIPIENT will return or destroy all data received from UNIVERSITY.
10. This Agreement will be construed, governed, interpreted and enforced according to the laws of Switzerland. All disputes arising out of or in relation to this agreement will be brought before the competent court at the seat of the defendant party. In case of disputes the Parties will consult each other before taking legal action.
11. This Agreement represents this entire agreement among the Parties with respect to the subject matter hereof, and may only be altered or amended by an instrument in writing signed by all of the Parties.
12. If any portion of this Agreement is in violation of any applicable regulation, or is unenforceable or void for any reason whatsoever, such portion will be inoperative and the remainder of this Agreement will be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate originals, as of the Effective Date.

University...

University...

Date: _____

Date: _____

By: _____

By: _____

ANNEX I

DATA:



ANNEX II

RESEARCH PLAN:

