# AGREEMENT FOR THE SHARING OF ANONYMISED DATA WITH UCL

# IN RELATION TO A RESEARCH PROJECT

This Agreement is made on [*insert date*]

**BETWEEN:**

1. **UNIVERSITY COLLEGE LONDON**, a body corporate established by Royal Charter with company number RC000631 and whose principal place of business is Gower Street, London WC1E 6BT, England (**UCL**);

## AND

1. **[INSERT FULL NAME]** whose principal place of business is at [*insert full address details*] (**Data Provider**).

###### BACKGROUND

1. UCL is the lead institution for the Research Project.
2. The Data Provider is the custodian of the Study Data.
3. The Data Provider wishes to make the Study Data, in anonymised form only, available to UCL for use in connection with the Research Project.
4. This Agreement sets out the terms and conditions upon which the Data Provider will make available to UCL, and UCL will use, the Study Data.

###### KEY DETAILS

|  |  |
| --- | --- |
| **Research Project** | [*Insert details of the research project*] |
| **Study Data** | [*Insert details of the data to be made available by the Data Provider to UCL*] |

###### EXECUTION

|  |
| --- |
| **Signed for and on behalf of UCL** |
| **Signature** |  |
| **Name of Authorised Signatory** |  |
| **Date** |  |

|  |
| --- |
| **Signed for and on behalf of the Data Provider** |
| **Signature** |  |
| **Name of Authorised Signatory** |  |
| **Date** |  |

**IT IS AGREED:**

# Definitions and interpretation

## In this Agreement (including the Background):

## **Definitions**

### the following words and expressions have the following meanings:

**Confidential Information** any information or materials (whether in writing, electronic form, oral or otherwise) concerning the affairs of one Party that the other Party obtains or receives as a result of the discussions leading up to or the entering into or the performance of this Agreement that is confidential in nature or is marked or identified as confidential at the time of disclosure. The Study Data shall not constitute the Confidential Information of either Party;

**Data Breach** the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Study Data held by UCL from time to time;

**Parties** UCL and the Data Provider;

**Personal Data** any information relating to an identified or identifiable living individual;

**Research Project** the research project described on the first page of this Agreement;

**Results**  all results, information and materials created from analysis of the Study Data in the course of carrying out the Research Project;

**Study Data** the data, in anonymised (i.e., stripped of any personal identifiers) form only, described on the first page of this Agreement;

**Study Protocol** the study protocol for the Research Project created and signed off by UCL in its role as the lead institution for the Research Project; and

**Transparency Laws** the Freedom of Information Act 2000 and the Environmental Information Regulations 2004;

## **Interpretation**

### words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate, unincorporated associations and partnerships;

### references to Clauses are references to clauses of this Agreement;

### Clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

### any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

### a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute;

### any reference to a statute, statutory provision, subordinate legislation, code or guideline (legislation) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and

### any phrase introduced by the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

# purpose and scope of this agreement

## The purpose of this Agreement is to govern the sharing of the Study Data by the Data Provider with UCL in connection with the Research Project.

## This Agreement, together with the documents referred to in it, constitute the entire agreement between the Parties in respect of the sharing and use of the Study Data and supersede and replace all previous negotiations, agreements and commitments with respect thereto with effect on and from the date of this Agreement.

# PROVISION OF THE STUDY data

## The Data Provider shall make available the Study Data to UCL for use in connection with the Research Project.

## The Data Provider shall ensure that the Study Data it makes available to UCL:

#### is made available to UCL in the format agreed between the Parties;

#### is fully anonymised so that it does not contain any Personal Data; and

#### may lawfully be used and shared on the basis contemplated by this Agreement without breaching the rights of any third party.

## Where it is agreed between the Parties that a copy of the Study Data will be transferred to UCL, the Data Provider shall transfer the Study Data to UCL via an encrypted secure file transfer mechanism.

## The Data Provider shall ensure that it has obtained all approvals, consents, licences and permits which are necessary for it to be able to share the Study Data, and for the Study Data to be used, for the purposes contemplated by this Agreement.

# Data protection

## The Parties acknowledge that only fully anonymised Study Data is to be made available to UCL under this Agreement and that UCL is not expecting to receive from the Data Provider Study Data that includes any Personal Data.

## For these purposes, this means that, whilst the Data Provider itself may be able to link the Study Data it provides to UCL back to specific, identifiable individuals, in UCL’s hands UCL will not hold all of the information needed to link the Study Data back to specific, identifiable individuals.

## UCL shall not use the Study Data to identify or contact the individuals to whom the Study Data relates.

# USE OF THE STUDY DATA

## UCL shall:

#### use the Study Data only in connection with the Research Project;

#### use the Study Data in compliance with all applicable laws and the Study Protocol;

#### not use the Study Data for any commercial purpose; and

#### not sell any of the Study Data.

## UCL may make available the Study Data to other institutions that are involved in the Research Project for use by those institutions in connection with the Research Project. UCL shall only make available the Study Data to any such institution where it has in place with the institution a written agreement that places obligations on the institution regarding its use of the Study Data that are no less onerous than the obligations placed on UCL regarding its use of the Study Data under this Agreement. [*Note: include this Clause 5.2 only where UCL will be sharing the Study Data with other institutions involved in the Research Project. If the Study Data is not being shared then you should delete this Clause 5.2*]

# SECURITY OF THE STUDY DATA

## UCL shall implement appropriate technical and organisational measures to help ensure the security of the Study Data it holds from time to time and to try and prevent Data Breaches.

## UCL shall notify the Data Provider without undue delay after becoming aware of any Data Breach and shall work in co-operation with the Data Provider to try and mitigate the impact of any Data Breach.

# RETENTION OF THE STUDY DATA

## Save as otherwise set out in Clause 7.2, UCL shall:

#### retain the Study Data in line with the retention period set out in the Study Protocol; and

#### delete or destroy the Study Data in line with the requirements set out in the Study Protocol promptly following the end of the retention period.

## Where this Agreement is properly terminated by the Data Provider in accordance with Clause 12.3, UCL shall delete or destroy the Study Data promptly following the date of termination of this Agreement.

# RIGHTS RELATING TO THE STUDY DATA

## As between UCL and the Data Provider, the Data Provider shall remain the owner of the Study Data and nothing in this Agreement shall prevent or restrict the Data Provider from using the Study Data for its own purposes.

## UCL shall not acquire any rights or interest in the Study Data other than the right to use the Study Data in accordance with the provisions of this Agreement.

## UCL shall have the right to use the Results as part of any publication or presentation relating to the Research Project (such as the interim results of, or final outcomes from, the Research Project). The Parties’ respective contributions to the Research Project will be recognised in any such publication or presentation in accordance with standard best practice for academic research study publications/presentations.

# Confidentiality

## Each Party shall hold in confidence all Confidential Information obtained from the other Party. Neither Party shall disclose to any third party any Confidential Information in relation to the other Party save as expressly permitted by this Agreement or with the prior express written permission of the other Party.

## The provisions of Clause 9.1 shall not apply to any information which:

#### is or becomes public knowledge other than by breach of this Clause 9;

#### is already in the possession of a Party without restriction in relation to disclosure before the date of its receipt from the other Party; or

#### is received from a third party who lawfully acquired or developed it and who is under no obligation restricting its disclosure.

## A Party may disclose Confidential Information in relation to the other Party:

#### to those of its officers, employees, professional advisers, parent or subsidiary companies, or agents or sub-contractors as may be reasonably necessary for the purpose of fulfilling its obligations under this Agreement or, in the case of professional advisors, for use in their professional capacity, provided that before any such disclosure that Party shall make such officers, employees, professional advisers, parent or subsidiary companies, or agents or sub-contractors aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those persons with them; or

#### where such disclosure is required by any law, court order or competent regulatory authority.

## Without prejudice to the other rights of the disclosing Party, in the event of unauthorised disclosure or use of its Confidential Information occurring directly or indirectly through disclosure made to the receiving Party, the receiving Party shall (as soon as it becomes aware of the same) notify the disclosing Party of such unauthorised disclosure and use all reasonable endeavours to assist the disclosing Party in recovering and preventing the use of, dissemination, sale or other disposal of such Confidential Information.

## Unless required to do so by applicable laws, neither Party shall make public the details of the terms or the operation or circumstances of termination of this Agreement without the other Party's prior written consent.

## The Data Provider shall provide all necessary assistance and co-operation as reasonably requested by UCL to enable UCL to comply with its obligations under the Transparency Laws and, in particular, shall provide copies of any information requested by UCL within seven days of UCL’s request.

# INDEMNITY

## The Data Provider shall indemnify UCL from and against all costs (including the cost of bringing or defending any legal action), damages, losses and expenses suffered or incurred by UCL arising out of or in connection with any breach by the Data Provider of its obligations under this Agreement.

# liability

## UCL acknowledges and agrees that the use of the Study Data is for research purposes only and that such use is made available by the Data Provider free of charge and, save as otherwise expressly set out in this Agreement, on an “as is” basis. Save as otherwise expressly set out in this Agreement, the Data Provider makes no representations, and gives no warranties or undertakings, in respect of the Study Data. All warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise are hereby excluded to the extent permitted by applicable law.

## To the extent permitted by applicable law, neither Party shall be liable to the other Party for any indirect or consequential loss or damage arising out of or in connection with this Agreement.

## To the extent permitted by applicable law, UCL shall not be liable to the Data Provider for any use of the Study Data by any third party, except to the extent that such liability arises out of UCL knowingly making the Study Data available to a third party in breach of its obligations under this Agreement.

## To the extent permitted by applicable law, each Party’s total liability to the other Party under or in connection with this Agreement (whether such liability arises under any statute or in contract, tort (including negligence) or otherwise) shall be limited to £[*insert appropriate overall limit of liability amount*].

# Term and termination

## This Agreement shall commence on the date of this Agreement and shall continue until terminated in accordance with the terms and conditions of this Agreement.

## This Agreement shall automatically terminate on the date that the Research Project is completed or terminated prior to its completion.

## Either Party may terminate this Agreement with immediate effect by giving written notice of such termination to the other Party if the other Party commits a material breach of any of the terms of this Agreement and either that breach is not capable of remedy or, if the breach is capable of remedy, the other Party fails to remedy that breach within 60 days of being notified of the breach.

# Effects of termination

## The termination of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued up to the date of termination.

## Clauses 1, 2.2, 4.3, 6 to 11 (inclusive) and 13 to 15 (inclusive) shall survive termination of this Agreement and shall continue to apply as shall any other provision which by its nature is intended to survive termination.

# Notices

## Any notice required by this Agreement to be given by either Party to the other shall be in writing and shall be delivered by hand or sent by recorded delivery post or e-mail to the other Party at the address set out below or otherwise notified by the other Party in accordance with this Clause 14 from time to time.

|  |  |
| --- | --- |
| **UCL** | **Data Provider** |
| Attention of: [*insert*]Address: [*insert*]Email: [*insert*] | Attention of: [*insert*]Address: [*insert*]Email: [*insert*] |

## Any notice served under this Agreement shall be deemed to have been received (i) if delivered by hand, immediately upon delivery during the other Party's usual business hours; (ii) if sent by recorded delivery post, three days following delivery; or (iii) if sent by e-mail, when it is actually received by the recipient.

# General

## Neither Party shall assign, novate, sub-contract or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party.

## A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## This Agreement shall not be construed as giving rise to the relationship of principal and agent (save as otherwise expressly provided herein) or partnership or joint venture.

## If any provision of this Agreement or the application thereof to any Party or circumstance shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

## No delay or failure by a Party in exercising or enforcing any right or remedy under the terms and conditions of this Agreement will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.

## A change to this Agreement will only be effective if it is recorded in writing and signed by an authorised representative of each of the Parties.

## This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

## This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

## Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement and its subject matter or formation (including non-contractual disputes or claims).