# UNIT FOR LIFELONG HEALTH AND AGEING AT UCL

# FRAMEWORK DATA SHARING AGREEMENT

This Agreement is made on **the last date of authorized signature hereto.**

**BETWEEN:**

1. The **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 (**UCL**);

## AND

1. **[INSERT]** whose principal place of business is at [INSERT] (**Institution**),

#### each a **Party** and together the **Parties**.

###### BACKGROUND

1. UCL is the custodian of the Study Data, acting through the Unit for Lifelong Health and Ageing at UCL.
2. The Institution wishes to access and use the Study Data for research purposes in connection with one or more research projects to be undertaken by the Institution.
3. This Agreement sets out the terms and conditions on which UCL will make the Study Data available to the Institution and the Institution will use the Study Data.

**Please note that this is a framework agreement that applies to and governs the past, current and future sharing of Study Data, including in relation to all Approved Projects (both projects that have started but are not finished as at the date of this Agreement and future projects).**

**Signed for and on behalf of the University College London**

|  |  |
| --- | --- |
| Signature |  |
| Name of Authorised Signatory | Professor Nishi Chaturvedi, Professor of Clinical Epidemiology |
| Date |  |

**Signed for and on behalf of the Institution**

|  |  |
| --- | --- |
| Signature |  |
| Name of Authorised Signatory |  |
| Date |  |

**IT IS AGREED:**

# Definitions and interpretation

## **Definitions**

## In this Agreement the following words and expressions have the following meanings:

**Approved Project** a research project to be carried out by the Institution in respect of which (i) the Institution has submitted a Data Access Request to UCL; and (ii) UCL has agreed in writing to make Study Data available to the Institution on the basis set out in the Data Access Request;

**Business Day** a day other than a Saturday, Sunday or bank holiday in England and Wales;

**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 from the disclosing Party 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;

**Controller** a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

**Data Access Request** a written request for access to the Study Data in relation to a research project to be carried out by the Institution submitted by the Institution to UCL in accordance with the requirements and procedures set out on the website of the Unit for Lifelong Health and Ageing at UCL (<https://skylark.ucl.ac.uk/NSHD>) or as otherwise directed by UCL in writing;

**Data Breach** the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Study Data;

**Data Protection Laws** all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;

**Data Subject** the individual to which the Personal Data relates;

**Database** any database in which the Study Data are stored;

**Derived Data** any structured data and/or metadata derived or created by the Institution from the Study Data in the course of carrying out Research, including all associated code, syntax, methodology and documentation derived or created by the Institution from the Study Data in the course of carrying out Research;

**Intellectual Property Rights** all patents, rights to inventions, copyright and related rights, moral rights, database rights, rights in designs, trade marks, domain names, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions whether patentable or not) and rights to the ownership or control of materials and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and be granted renewals and extensions of, and the rights to claim priority from, such rights as may now or in the future exist anywhere in the world;

**NSHD** MRC National Survey of Health and Development;

**Outputs** any products of Research that are published or disseminated in any way, including books, book chapters, articles, conference papers, thesis, pamphlets, abstracts, code books, manuals, posters, presentations, teaching materials and web pages;

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

**Processing** any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly;

**Processor** a person which Processes Personal Data for and on behalf of a Controller;

**Project** **Data** in respect of an Approved Project, (i) the Study Data made available by UCL to the Institution for the purposes of the Research; and (ii) any Derived Data created by the Institution as part of the Research;

**Research** the research work to be undertaken by the Institution as part of an Approved Project;

**Researchers** in respect of an Approved Project: (i) the person(s) named in the relevant Data Access Request as being the person(s) who will carry out the Research; (ii) their replacements approved in writing by UCL from time to time to carry out the Research; and (iii) such additional person(s) approved in writing by UCL from time to time to carry out the Research, but, in respect of each such person, only for so long as such person is involved in the Approved Project and engaged at the Institution;

**Results** all results, information and materials (other than Derived Data) created by, or on behalf of, the Institution in the course of carrying out Research, including Outputs;

**Studies** (i) NSHD; (ii) Southall And Brent REvisited Study (SABRE); and (iii) and LINKAGE-Camden;

**Study** **Data** data collected in the course of, or held by UCL in connection with, the Studies and any related metadata. Study Data includes all Derived Data;

**Study** **Participant** an individual who has enrolled as a participant in one or more of the Studies; and

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

## **Interpretation**

### In this Agreement (except where the context otherwise requires):

#### use of the singular includes the plural (and vice versa) and use of any gender includes the other genders;

#### a reference to a **Party** includes that Party’s personal representatives, successors or permitted assignees;

#### a reference to persons includes individuals, corporations, charities and unincorporated bodies or associations that are recognised at law (whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);

#### general words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms **including**, **include**, **in** **particular**, **for example** or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms;

#### a reference to a **Recital** or **Clause** is to the relevant recital or clause of this Agreement; a reference to a **Schedule** is to the relevant Schedule to this Agreement; and a reference to a **Paragraph** is to the relevant paragraph of the Schedule in which it appears;

#### a reference to writing or written includes e-mails; and

#### a reference to any statute, enactment, order, regulation, code or other similar instrument shall be construed as a reference to the statute, enactment order, regulation or instrument as subsequently amended or re-enacted.

### The Schedules form an integral part of this Agreement and have effect as if set out in full in the body of this Agreement. A reference to this Agreement includes the Schedules.

### The headings are included for convenience only and are not to affect the construction or interpretation of this Agreement.

# Purpose and scope of this Agreement

## The purpose of this Agreement is to govern the sharing of Study Data.

## Study Data shall only be shared between the Parties in relation to Approved Projects(both current and future Approved Projects).

## This Agreement shall supersede and replace any existing agreements between the parties in respect of the sharing and use of Study Data with effect on and from the date of this Agreement.

## The Institution shall not use, or allow any other person to use, Study Data otherwise than as expressly permitted under this Agreement.

# Data Access Requests and Approved Projects

## The Institution shall request access to the Study Data in relation to a research project to be undertaken by the Institution by completing in full and submitting to UCL a Data Access Request.

## In making a Data Access Request, the Institution shall ensure that it requests access only to those parts of the Study Data to which it needs access in order to carry out the research project to which the Data Access Request relates.

## UCL shall decide, at its sole discretion, whether or not to make Study Data available to the Institution pursuant to a Data Access Request. UCL shall inform the Institution of its decision in writing.

## Nothing in this Agreement shall oblige UCL to approve the use of the Study Data in relation to any Data Access Request made by the Institution.

## In respect of each Approved Project:

#### UCL shall make available to the Institution those parts of the Study Data requested in the relevant Data Access Request. UCL shall make such Study Data available to the Institution in such manner as UCL considers appropriate at UCL’s sole discretion;

#### the Institution shall use the Project Data solely for the purposes of the Research, subject to and in accordance with the terms of this Agreement; and

#### the Institution shall not use the Project Data for any other purpose, including in relation to other research projects undertaken, or to be undertaken, by the Institution.

# Responsibilities of the Institution

## In respect of each Approved Project, the Institution shall:

#### perform the Research only on the basis set out in the relevant Data Access Request or as otherwise approved by UCL in writing;

#### notify UCL promptly:

##### of any proposed deviation by it from the agreed Research protocol (as set out in the relevant Data Access Request); or

##### if significant developments occur as the Research progresses in relation to the scientific direction of the Research;

#### ensure that:

##### the Research is carried out only by the Researchers;

##### Project Data are only used by the Researchers for purposes of the Research and are not used for any other purpose or provided to any other person other than the Researchers without the prior written consent of UCL; and

##### each Researcher has been informed of the Institution's obligations under this Agreement (including its obligations of confidentiality in respect of the Project Data and the permitted scope of Research) and any further terms agreed in writing by the Parties in respect of the Research, and has undertaken to comply with such obligations.

## In respect of each Approved Project, the Institution shall:

#### ensure that all Research is conducted in accordance with:

##### the Department of Health guidance: “UK Framework For Health and Social Care Research” and “Governance Arrangements for NHS Research Ethics Committees” (where applicable); and

##### such other relevant guidelines and/or guidance as may be issued from time to time by UCL and/or the Department of Health and Social Care; and

#### comply at all times with all applicable laws relevant to the Research, including (where applicable) The Medicines for Human Use (Clinical Trials) Regulations (SI 2004/1031) and The Human Tissue Act 2004.

## The Institution shall not, and shall ensure that the Researchers shall not, attempt to re-identify, trace or contact any Study Participant, or use Study Data in any way that could infringe the rights of Study Participants or otherwise adversely affect them.

# Data Security

## UCL shall at UCL’s discretion determine how UCL shall make the Project Data available to the Institution. This may at UCL’s discretion be by means of access to the Project Data via UCL’s online platform or as otherwise directed by UCL in writing. In respect of each Approved Project, the Institution shall implement appropriate technical and organisational measures to ensure the security of the Project Data and prevent Data Breaches. In particular, the Institution shall ensure that:

#### the Project Data is only stored and processed in a secure networked environment;

#### where laptops are used to store or process the Project Data, the laptops have full disk encryption and are solely connected to a secure networked environment within the Institution’s IT infrastructure;

#### the Project Data is stored only on computer systems where access to the Project Data is limited by password protected individual user accounts and only authorised Researchers have access to such accounts;

#### the media on which the Project Data are supplied to the Institution are stored in a secure location;

#### current anti-virus and anti-malware software is installed on all systems and hardware being used to store or access the Project Data. In addition, any portable hardware device being used in conjunction with the Project Data must be encrypted in accordance with British Government approved standards as advised by UCL;

#### Researchers do not transfer the Project Data, or allow the Project Data to be transferred, over the Internet in an unencrypted format; and shall ensure that any encryption used to encrypt Project Data conforms with British Government approved standards as advised by UCL; and

#### Researchers do not store the Project Data, or allow the Project Data to be stored, in a folder which is shared or otherwise made accessible to anyone other than the Researchers.

## The Institution shall ensure that each Researcher completes a data security induction in relation to the requirements of this Agreement prior to accessing or using any Study Data.

## The Institution shall notify UCL immediately (and in any event within 24 hours) after becoming aware of any Data Breach.

## The Institution shall, at UCL’s request, pay UCL for the cost of secure courier services to transfer the Study Data to the Institution. Payment shall be in advance of the transfer or upon submission of an invoice by UCL, at UCL’s option.

# Return and deletion of STUDY Data

## On completion or termination of an Approved Project, the Institution's right to use the Project Data shall automatically cease.

## In relation to each Approved Project in respect of which the Institution's right to use the Project Data has ceased (pursuant to Clause 6.1, 13.3, 13.4 or otherwise), the Institution shall:

#### promptly provide to UCL a copy of the Derived Data created by it in connection with the Approved Project (if any) in such form and by such means as UCL may direct; and

#### having complied with Clause 6.2(a), promptly and securely delete or destroy all copies of the Project Data received or created by it in connection with the Approved Project and certify in writing to UCL that the Institution has complied with the requirements of this Clause 6.2.

## The Institution acknowledges that Derived Data forms part of the Study Data, once created, and that UCL may incorporate Derived Data provided to it by the Institution into the Study Data and make it available to third parties.

## Where a Study Participant withdraws their consent to the continued use of their data in relation to one or more of the Studies, the Institution shall, at UCL's request, promptly and securely delete all copies of the Study Participant's data in its possession or under its control (the relevant data to be deleted being specified by UCL to the Institution).

## If, as at the date of this Agreement, the Institution holds any Study Data other than in relation to an Approved Project that has started but is not finished as at the date of this Agreement, it shall promptly and securely delete or destroy all such Study Data.

## The Institution shall, at UCL's request, promptly certify in writing to UCL that it has complied with its obligations under this Clause 6.

# Publication and acknowledgements

## The Institution shall provide UCL with advance notice of any proposed Output and shall provide a copy to UCL of any proposed Output at least ten Business Days before its intended submission to a journal, publication or dissemination. UCL shall hold a proposed Output in confidence until such time as it is first published or disseminated. The Institution shall take into account any reasonable requests from UCL in respect of any proposed Output and shall not submit to a journal, publish or disseminate any Output containing information that UCL considers to be confidential or potentially damaging to any of the Studies or any Study Participant.

## The Institution shall provide UCL with a copy of each final Output within 21 days of first publication or dissemination of the Output.

## The Institution acknowledges that the Studies are funded by funders who support open access research and the Institution shall ensure that (i) any research papers relating to the Studies which are in manuscript (pre-journal edited) shall be uploaded by the Institution to pre-print servers and (ii) any research papers relating to the Studies which are accepted for publication in peer-reviewed journals are made freely available by the Institution and deposited into Europe PubMed Central. The Institution shall ensure that the Researchers arrange for their publications relating to Approved Projects to be open access.

## The Studies must be acknowledged in all publications relating to Approved Projects. The acknowledgement statement notified to the Institution by UCL from time to time should be used, the current version of which, as at the date of this Agreement, is: “We thank the study participants for their continuing participation in [insert study name] and also members of the scientific and data collection teams who have been involved in the data collections.” The current version of this statement can also be found on our website https://www.ucl.ac.uk/cardiovascular/research/population-science-and-experimental-medicine/unit-lifelong-health-and-ageing-ucl/data

## All publications relating to the Studies should also cite the appropriate digital object identifier. Guidance on which digital object identifier to use can be found at https://www.ucl.ac.uk/cardiovascular/research/population-science-and-experimental-medicine/unit-lifelong-health-and-ageing-ucl/data

# Data protection

## The Parties acknowledge and agree that they will share and process Personal Data under and in connection with this Agreement and that in respect of the Personal Data that they Process under or in connection with this Agreement:

#### each Party shall be a Controller of the Personal Data that it Processes;

#### the Parties are not joint Controllers; and

#### neither Party shall Process Personal Data on behalf of the other Party as its Processor.

## The Parties acknowledge and agree that:

#### the holding and Processing of Study Data by UCL (including the sharing of Study Data with the Institution) constitutes the Processing of Personal Data by UCL for the purposes of the Data Protection Laws to which UCL is subject;

#### the Study Data that UCL shares with the Institution in respect of an Approved Project will be stripped of details that link it to specific Data Subjects in accordance with UCL's policies and procedures for the protection of Study Data from time to time;

#### despite UCL's efforts to strip the Study Data of details that link it to specific Data Subjects before making it available to the Institution in respect of an Approved Project, the Institution has the ability (through triangulation and other data analysis methods) to accurately attribute the Project Data to specific Data Subjects should it choose to do so;

#### consequently, in respect of each Approved Project, the Institution will be deemed to be processing Personal Data when holding and processing the Project Data; and

#### UCL will be processing Personal Data when holding and processing Derived Data shared by the Institution with UCL.

## In relation to the Personal Data shared or received by UCL under or in connection with this Agreement, UCL Processes:

#### the Personal Data on the lawful basis that the Processing is necessary for the performance by UCL of a task carried out in the public interest, by facilitating research and furthering research institutions' collective knowledge through the sharing of the Personal Data; and

#### the Personal Data that constitutes special categories of Personal Data on the additional lawful basis that the Processing is necessary for scientific or historical research purposes or statistical purposes.

## Each Party shall comply at all times with its obligations under the Data Protection Laws to which it is subject in respect of the Personal Data that it Processes under or in connection with this Agreement.

## Each Party shall co-operate with and assist the other Party as reasonably required to help the other Party to comply with its obligations under the Data Protection Laws to which it is subject in respect of the Personal Data that it Processes under or in connection with this Agreement.

## If the Institution receives a request from a Study Participant to exercise one or more of their rights under applicable Data Protection Laws in respect of their Personal Data Processed by the Institution under or in connection with this Agreement, the Institution shall:

#### notify UCL without undue delay of the request;

#### not attempt to independently identify the Personal Data which is the subject of the request; and

#### work collaboratively with UCL in order to respond to the request in line with the Data Protection Laws to which the Institution is subject.

## Confirmation of whether the sharing of Personal Data by UCL with the Institution under this Agreement constitutes a transfer of Personal Data to a person located outside of the United Kingdom (other than in an “Equivalent Country” as that term is defined in Schedule 1) and, where it does, the additional terms that apply to the sharing of such Personal Data, are set out in Schedule 1.

## Where Schedule 1 does not expressly state that Personal Data will be shared by UCL with the Institution for use outside of the United Kingdom then the Institution shall not Process, or allow the Researchers to Process, any Project Data outside of the United Kingdom.

# Confidentiality and freedom of information

## 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:

#### except as otherwise expressly stated in this Agreement, 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.

## The Institution will ensure that Researchers sign a confidentiality agreement which is part of the data sharing application process. <https://skylark.ucl.ac.uk/NSHD/access/prerequisites/>

## The Study Data constitutes the Confidential Information of UCL. The Results and information contained in a Data Access Request constitute the Confidential Information of the Institution.

## 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 Institution shall provide all necessary assistance and cooperation 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 5 Business Days of UCL's request.

## Where the Institution is also subject to the Transparency Laws, UCL shall provide all necessary assistance and cooperation as reasonably requested by the Institution to enable the Institution to comply with its obligations under the Transparency Laws and, in particular, shall provide copies of any information reasonably requested by the Institution within 5 Business Days of the Institution's request.

# Intellectual property

## All Intellectual Property Rights subsisting in the Study Data and Databases shall be owned by and remain with UCL at all times and the Institution shall not acquire any rights or interest in such Intellectual Property Rights except as expressly set out in this Agreement.

## To the extent that any Intellectual Property Rights subsisting in the Study Data or any Database are created by the Institution or the Researchers, such Intellectual Property Rights shall vest in UCL on creation and the Institution hereby assigns such Intellectual Property Rights to UCL (by way of present and, where appropriate, future assignment) with full title guarantee.

## In respect of each Approved Project, UCL hereby grants to the Institution a limited, non-exclusive, royalty-free and revocable licence to use, and allow the Researchers to use, the Project Data for the purposes of the Research, subject to and in accordance with the terms and conditions of this Agreement. Such licence shall start on the date UCL makes available the relevant Study Data to the Institution in relation to the Approved Project and shall terminate automatically on the date the Institution's right to use the Project Data has ceased (pursuant to Clause 6.1, 13.3, 13.4 or otherwise).

## All Intellectual Property Rights subsisting in the Results shall be owned by and remain with the Institution and UCL shall not acquire any rights or interest in such Intellectual Property Rights except as expressly set out in this Agreement.

## In respect of each Approved Project, the Institution hereby grants to UCL an irrevocable, perpetual, sub-licensable, royalty-free, worldwide, non-exclusive licence to use, and allow others to use, the Results (and any Intellectual Property subsisting in the Results) for non-commercial purposes, including academic research and teaching.

# Indemnity and liability

## The Institution acknowledges and agrees that the use of Study Data is for non-commercial research purposes only and such use is made available by UCL free of charge on an "as is" basis. UCL 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 fullest extent permitted by law.

## UCL acknowledges and agrees that the Derived Data and Results are made available by the Institution free of charge on an "as is" basis. The Institution makes no representations, and gives no warranties or undertakings, in respect of the Derived Data and Results. 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 fullest extent permitted by law.

## The Institution shall indemnify UCL in full for all losses, claims, expenses and damages incurred by UCL from any claims made against UCL by Data Subjects as a result of the Institution’s breach of this Agreement or Data Protection Laws.

## Nothing in this Agreement shall exclude or limit a Party's liability for death or personal injury arising from its negligence, fraud or fraudulent misrepresentation or any other liability that cannot be limited or excluded by law.

## Subject to Clause 11.4:

#### UCL shall not be liable to the Institution for any loss or damage arising out of the Institution's use of the Study Data;

#### the Institution shall not be liable to UCL for any loss or damage arising out of UCL's use of the Derived Data and Results;

#### neither Party shall be liable to the other for any indirect or consequential loss or damage arising out of or in connection with this Agreement.

## Subject to Clause 11.4, UCL's total liability to the Institution 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 £500,000.

## Subject to Clause 11.4, the Institution's total liability to UCL 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 £500,000.

## The Institution shall throughout the term of this Agreement and for three years thereafter ensure that it has appropriate arrangements in place to meet its obligations and liabilities under this Agreement either through insurance or directly from public funds.

# Term and termination

## This Agreement shall commence on the date of this Agreement (the **Commencement Date**) and shall continue until the fifth anniversary of the Commencement Date when it shall terminate automatically, unless terminated earlier in in accordance with the terms and conditions of this Agreement (the **Initial Term**). The Institution may, at least thirty (30) days before the expiry of the Initial Term, request from UCL that the term of this Agreement be extended beyond the Initial Term and any such extension shall be subject to the prior written consent of UCL which shall be at UCL’s absolute discretion.

## Either Party may terminate this Agreement without cause at any time by giving at least 180 days' written notice of such termination to the other Party.

## 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 14 days of being notified of the breach.

## In respect of each Approved Project, UCL may terminate the use of the Project Data by the Institution with immediate effect by giving written notice of such termination to the Institution on or after the occurrence of any of the following events:

#### any of the Researchers is not available for the entire period needed to fulfil their part in the Research and the Institution has not appointed a mutually acceptable replacement within 30 days of being required to do so in writing by UCL; or

#### UCL has notified the Institution that it considers that the way in which the Institution is undertaking, or is proposing to undertake, the Approved Project breaches this Agreement or is otherwise deficient in any way and the Institution fails to remedy such breach/deficiency to the reasonable satisfaction of UCL within 14 days of being notified of it.

# 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.

## Subject to Clause 13.3, the Institution’s right to use the Project Data shall cease on termination of this Agreement pursuant to Clause 12.1 or Clause 12.2.

## If any one or more Approved Projects in respect of which the Institution has the right to use the Project Data (**Continuing Approved Projects**) are in existence as at the date this Agreement would terminate pursuant to Clause 12.2 or Clause 12.1, then the termination date of this Agreement shall be extended until the earlier of:

### the first date on which there are no Continuing Approved Projects in existence in respect of which the Institution has the right to use the Project Data; and

### the date of termination of this Agreement pursuant to Clause 12.3.

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## On termination of this Agreement pursuant to Clause 12.3, in respect of each Approved Project in existence as at the date of termination, the Institution's right to use the Project Data shall automatically cease on the date of termination of this Agreement.

## On termination of the use of the Project Data by the Institution in respect of an Approved Project pursuant to Clause 12.4, the Institution's right to use the Project Data shall automatically cease.

## Clauses 1, 2, 3.5, 4 to 11 (inclusive) and 13 to 15 (inclusive), as well as Schedule 1, 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 (i) delivered by hand; or (ii) sent by recorded delivery post; or (iii) sent by e-mail (with a hard copy also promptly sent by post or delivered by hand), 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** | **The Institution** |
| Alisia Carnemolla  Research Manager  LHA  University College London  5th Floor, 1-19 Torrington Place, London, WC1E 7HB  0207 679 6308  Notices by email to UCL must be sent to both the following email addresses: [a.carnemolla@ucl.ac.uk](mailto:stephanie.pilling@ucl.ac.uk)  [mrclha.swiftinfo@ucl.ac.uk](mailto:mrclha.swiftinfo@ucl.ac.uk) | [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, two Business Days following delivery; or (iii) if sent by e-mail, one Business Day following transmission.

# 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, together with the documents referred to in it, constitute the entire agreement between the Parties in respect of its subject matter and supersede all previous negotiations, agreements and commitments with respect thereto.

## Except as otherwise expressly provided in this Agreement, all remedies available to a Party for breach of this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

## 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).

# Schedule 1 – Data protection and Relevant Transfers

**RESTRICTED TRANSFERS OF PERSONAL DATA OUTSIDE OF THE UNITED KINGDOM (UK)**

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| **Table 1** | |
| **Under this Agreement, will UCL be transferring Study Data outside of the UK or making Study Data available to Researchers located outside of the UK, to a country that is not an “Equivalent Country”?**  **“Equivalent Country” here means a country that the UK’s Information Commissioner has determined (on the basis of Article 45 of UK GDPR) offers an adequate level of data protection.** | **Yes/ No**  [**Drafting Note**: If the response is Yes, then please choose ‘Yes’ above. Otherwise choose ‘No’.  Choosing ‘Yes’ means that the EU Standard Contractual Clauses – Module One Controller to Controller and the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses apply.  **Drafting Note**: Please check here for a list of countries with an adequacy decision from the UK that are “Equivalent Countries”: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-transfers-after-uk-exit/>] |

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| **Table 2**  This table is only relevant where UCL is transferring Personal Data to a person located in a country that is not an Equivalent Country | |
| **Additional clauses that apply in respect of all restricted transfers of Personal Data by UCL outside of the UK under this Agreement** | The standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council (Module One controller to controller transfers) set out in Commission Decision 2021/914/EC (**EU Standard Contractual Clauses – Module One Controller to Controller**) and the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (**UK Addendum**) shall apply, copies of which can be found at:  <https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj> and  <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>  [**Drafting Note**: This table is applicable if the answer to the question in Table 1 is Yes. If the answer to the question in Table 1 is No, then delete this Table 2 and Table 3.] |

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| **Table 3**  This table is only relevant where the EU Standard Contractual Clauses – Module One Controller to Controller and UK Addendum apply to restricted transfers of Personal Data by UCL under this Agreement | | |
| **Completing the details needed for the EU Standard Contractual Clauses – Module One Controller to Controller and UK Addendum** | For the purposes of the EU Standard Contractual Clauses – Module One Controller to Controller:   * the *data exporter* shall be UCL and the *data importer* shall be Partner; * the description of the transfer for the purposes of Annex I Parts B and C of the EU Standard Contractual Clauses – Module One Controller to Controller is as set out in the rest of this table * the technical and organizational measures including technical and organizational measures to ensure the security of the data for the purposes of Annex II of the EU Standard Contractual Clauses – Module One Controller to Controller are as set out in the rest of this table.   For the purposes of the UK Addendum:   * the *data exporter* shall be UCL and the *data importer* shall be Partner; * the key contacts shall be as set out in the rest of this table * in Table 2 the second option shall be selected * in Table 2 ‘Yes’ shall be entered against Module 1 and ‘No’ against the other Modules * in Table 2 against Module 1 the following selections shall be made:   + Clause 7 – No   + Clause 11 (Option) – No * In Table 3 the information shall be as set out in the rest of this table * In Table 4 the ‘Exporter’ option shall be selected   To the extent that there is any conflict or inconsistency between the terms of the EU Standard Contractual Clauses – Module One Controller to Controller and UK Addendum, and the terms of this Agreement, the terms of the EU Standard Contractual Clauses – Module One Controller to Controller and UK Addendum shall take precedence. | |
| **Categories of data subjects whose personal data is transferred**  The personal data transferred concern the following categories of data subjects | * Study Participants * UCL or Institution staff members | |
| **Purposes of the data transfer(s) and further processing**  The transfer is made for the following purposes | The transfer is made in connection with one or more of the following main purposes:   * a request to use Study Data in relation to a research project to be carried out by the Institution * approval of a request to use Study Data in relation to a research project to be carried out by the Institution * making available Study Data for use in relation to an Approved Project   carrying out an Approved Project in accordance with the terms of this Agreement | |
| **Categories of personal data transferred**    The personal data transferred concern the following categories of data | The transfer will include the transfer of one or more of the following categories of Personal Data:   * in respect of UCL or Institution staff members, basic personal details such as names and email addresses * in respect of Study Participants:   + identifiers – a specific UCL identifier which can be traced back to the Data Subject   + individual details – basic details of Data Subjects that, together with the identifiers, amount to Personal Data of the Data Subjects   The exact details of Study Participants to be transferred in respect of a specific Approved Project will be set out in the Data Access Request that relates to the Approved Project. | |
| **Recipients**  The personal data transferred may be disclosed only to the following recipients or categories of recipients | The Institution shall only be entitled to disclose the transferred Personal Data to the relevant Researchers. | |
| **Sensitive data transferred** (if applicable)    The personal data transferred concern the following categories of sensitive data | The transfer will include the transfer of the following categories of sensitive data:  Special categories of Personal Data:   * in respect of UCL or Institution staff members, none * in respect of Study Participants, information about health, racial or ethnic origin; political opinions, religious or philosophical beliefs; trade union membership; genetic and biometric data; and information about a person's sex life or sexual orientation, in each case where relevant to the purposes of the transfer. The exact details of Study Participants to be transferred in respect of a specific Approved Project will be set out in the Data Access Request that relates to the Approved Project   Criminal convictions data:  None. | |
| **The frequency of the transfer** | [*Describe whether the data is transferred on a one-off or continuous basis.*] | |
| **Nature of the processing** | *[Describe how the personal data will be processed, eg how will UCL and the counterparty collect, use, store and delete data? What are the sources of the data? Will the data be further shared by the partner with anyone?]* | |
| **The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period** | [*Describe retention period or criteria to determine retention period. ]*  *[ For UCL this can state ‘UCL shall retain the personal data in accordance with UCL’s Retention Schedule available athttps://www.ucl.ac.uk/library/collections/records-office/retention-schedule*  *[Please insert the data retention period or criteria to determine retention period of the Partner here]* | |
| **Data protection registration information of data exporter** (where applicable) | The data exporter is registered as a controller with the UK Information Commissioner's Office under Registration Number Z6364106. | |
| **Additional useful information** (storage limits and other relevant information) | None. | |
| **Technical and organizational measures of Partner including technical and organizational measures of Partner to ensure the security of data** | [*Describe* *the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.* | |
| **Contact points for data protection enquiries** | DATA IMPORTER  [**Drafting Note**: partner institution to include details of Data Protection/Legal Team] | DATA EXPORTER  Data Protection Officer  [data-protection@ucl.ac.uk](mailto:data-protection@ucl.ac.uk) |