

**DATA TRANSFER AGREEMENT
EPIC NORFOLK**



APPLICATION FORM

Provider (Cambridge)	The Chancellor, Masters and Scholars of the University of Cambridge of The Old Schools, Trinity Lane, Cambridge CB2 1TN, UK
Provider Scientist	Professor Nick Wareham
Recipient	[INSERT RECIPIENT LEGAL ENTITY] of [INSERT ADDRESS]
Recipient Scientist	[INSERT RECIPIENT ACADEMIC]
Data	as defined in clause 1.1, and detailed in the EPIC-Norfolk Data Request Form which has been approved by the EPIC-Norfolk Management Committee and is provided in Appendix B
Research Purpose	means the proposed analysis by the Recipient. Further information on the study and purpose of the data transfer is provided in the Data Request form at Appendix B. The Recipient wishes to acquire and use the Data for the Research Purpose
Term	Cambridge is willing to provide the Data to the Recipient for the Research Purpose from the date of execution of this Agreement for a period of 3 years.
Publication Acknowledgement	“The EPIC-Norfolk study (DOI 10.22025/2019.10.105.00004) has received funding from the Medical Research Council (MR/N003284/1 MC-UU_12015/1 and MC_UU_00006/1) and Cancer Research UK (C864/A14136). The genetics work in the EPIC-Norfolk study was funded by the Medical Research Council (MC_PC_13048). We are grateful to all the participants who have been part of the project and to the many members of the study teams at the University of Cambridge who have enabled this research.”
Cost	The data is provided at no cost.

Cambridge agrees to provide and the Recipient agrees to receive and use the Data for the Research Project in accordance with the terms and conditions set out in this Agreement.

**PLEASE NOTE: THIS IS A LEGALLY BINDING CONTRACT
BETWEEN THE UNIVERSITY OF CAMBRIDGE AND THE RECIPIENT**

The signatory from the Recipient must have authority to sign on behalf of their institution, thus creating legal obligations in respect of the Recipient.

People who usually **have** such authority include:

- Directors
- Heads of Legal
- Heads of Finance
- Technology Transfer Associates

People who usually **don't have** such authority include:

- Recipient's Principal Investigator
- Recipient's Scientist
- Post-docs
- Students

Please ensure that the address included for the Recipient is in fact the registered address of the contracting Legal Entity, and **not** the lab or department of the Recipient Scientist.

AGREED by the Parties through their authorised signatories:

For and on behalf of
**The Chancellors, Masters
and Scholars of the
University of Cambridge**

For and on behalf of
[INSERT RECIPIENT]

Read and understood by the
Recipient Scientist

Signed

Signed

Signed

Print name

Print name

Print name

Title

Title

Title

Date

Date

Date

Terms and Conditions

1. Definitions

- 1.1 **Data:** means any data related to the EPIC (European Prospective Investigation into Cancer) Norfolk cohort study (the “Study”). The Data derived from the Study contains anonymised data of over 30,000 participants, collected and collated over a period of over 25 years, providing data-based evidence for health policies to prevent or delay disease onset and maintain health and independence in older people by analysing the factors that are most often present when people stay healthy and also factors more likely to be present should they develop a particular health condition or disease.
- 1.2 **Data Protection Laws:** means the Data Protection Act 2018 as amended from time to time and any successor, subsidiary or accompanying legislation in the UK and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation (EU) 2016/679 and any other directly applicable European Union regulation relating to data protection and privacy.
- 1.3 **Personal Data:** shall have the meaning given in the Data Protection Laws.
- 1.4 **Process:** shall have the meaning given in the Data Protection Laws.
- 1.5 **Research Purpose:** means non-commercial research as set out in the EPIC-Norfolk Data Request Form in Appendix B.
- 1.6 **Results:** means all information, techniques, data, results, design, technology, materials, inventions, algorithms and software identified or first reduced to practice or writing by the Recipient in the course of undertaking its research.

2. Use of Data

- 2.1 Cambridge confirms that it is entitled to provide the Data to the Recipient for use as described in this Agreement. Nothing in this Agreement shall affect the ownership of the Data.
- 2.2 Cambridge grants the Recipient a non-exclusive, non-transferable, revocable licence to use the Data solely for the Research Purpose in accordance with this Agreement. All other rights are reserved.
- 2.3 The Recipient undertakes:
 - 2.3.1 to use the Data solely for the Research Purpose in accordance with this Agreement, as approved by the EPIC-Norfolk Study Management Committee, and all applicable laws;
 - 2.3.2 subject to clause 2.3.9 to restrict access to the Data to the Recipient Scientist and the individuals working under the Recipient Scientist’s direct supervision, and to ensure that those individuals are aware of and comply with this Agreement;
 - 2.3.3 to keep the Data confidential and subject to clause 2.3.9 not to copy or reproduce, sub-licence, transfer, disclose or otherwise make the Data available in whole or in part to any third party;

- 2.3.4 to refer to Cambridge any request for the Data from anyone other than the individuals working under the Recipient Scientist's direct supervision;
- 2.3.5 to keep the Data secure by implementing organisational and technological measures appropriate to the nature and sensitivity of the Data to protect against the unauthorised or accidental access, use or disclosure of the Data;
- 2.3.6 to notify Cambridge as soon as reasonably practicable after becoming aware of any unauthorised or accidental access, use or disclosure of the Data and to cooperate with any investigation made by Cambridge in connection with such access, use or disclosure;
- 2.3.7 not to attempt to re-identify any individual from the Data or to communicate with any individual that may have been re-identified from the Data, or to link or attempt to link the Data to other data or information if doing so might create Personal Data;
- 2.3.8 to the extent the Data includes any Personal Data, to Process such Personal Data in accordance with Data Protection Laws and to comply with Schedule A; and
- 2.3.9 to delete all copies of the Data from its hard drives and moveable media and destroy all physical copies of the Data as soon as reasonably practicable on termination of this Agreement save that one copy of the Data may be kept if and for so long as the Recipient is required to keep such copy for the purpose of validation of the Results or publication thereof and for no other purpose. This obligation does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of the Recipient's information systems procedures, provided that the Recipient makes no further use of those copies.

3. Confidentiality & Publication

- 3.1 The Recipient will not be in breach of any obligation to keep the Data confidential the extent that it:
 - a) enters the public domain through no improper act of the Recipient;
 - b) must be disclosed for minimum lawful compliance with court orders, regulations or statutes, provided in all cases Cambridge is notified as early as possible prior to disclosure.
- 3.2 Subject to clause 3.3, the Recipient is free to publish the Results of its Research provided it does not disclose the Data. The Recipient shall acknowledge Cambridge and the Provider Scientist as the source of the Data in any publication that relates to the Data. The Recipient Scientist shall send the Provider Scientist a copy of any publication acknowledging use of the Data. All publications must be published in line with the UKRI Open Access policy <https://www.ukri.org/publications/ukri-open-access-policy/>
- 3.3 The Recipient shall include a disclaimer in any publication or presentation, to the effect that Cambridge does not bear any responsibility for the Recipient's analysis or interpretation of the Data, which shall be stated as representing the Recipient's own view.

RG69030 MASTER 02/11/2021

- 3.4 The Recipient shall include the Publication Acknowledgement detailed in the Application Form in all publications.

4. Results

- 4.1 Cambridge is the owner of the Dataset and all related intellectual property therein. The Recipient shall promptly disclose all Results to Cambridge.
- 4.2 The Recipient acknowledges that under the terms of this Agreement, Recipient will be given access to the Data collated by Cambridge which is relevant to this Agreement for analysis as described in the Research Purpose and accordingly this will not give rise to any new intellectual property rights. Cambridge requires the right to include the Results in the EPIC-Norfolk Study data resource.
- 4.3 The Recipient agrees that no rights are provided under this Agreement to use the Data for the provision of a commercial service, or to use the Data on behalf of any commercial entity funded research or for use in consulting for a commercial entity or any other commercial purpose under which that commercial entity obtains rights to the Results.

5. Termination

- 5.1 This Agreement will terminate at the end of the Term.
- 5.2 Without prejudice to clause 5.1, Cambridge may terminate this Agreement with immediate effect by written notice to the Recipient if the Recipient is in material breach of this Agreement and the breach: (a) cannot be remedied; or (b) can be remedied, but the Recipient fails to do so within 30 days starting on the day after receipt of written notice from Cambridge.
- 5.3 Any provision of this Agreement that expressly or by implication is intended to survive termination of this Agreement including but not limited to the Recipient's obligations in clause 2.3.7 shall survive its expiry or termination and remain in full force and effect.

6. Liability

- 6.1 Except as provided in clause 2.1, Cambridge provides the Data "as is" and makes no representation and gives no warranty of any kind either express or implied in relation to the Data, including but not limited to warranties of accuracy or fitness for a particular purpose, or that the Data will not infringe any patent, copyright, trademark or other proprietary rights, accordingly Cambridge will not be liable for any loss arising from any reliance placed on the Data by the Recipient.
- 6.2 Cambridge will not be liable to the Recipient for any use made of the Data by the Recipient, including but not limited to any claim made against the Recipient by a third party due to or arising from the use, handling, storage or disposal of the Data by the Recipient. Subject to clause 2.1, the Recipient agrees to be liable for any loss, damage, claim and other liability of whatsoever kind or nature due to or arising from its use, handling, storage or disposal of the Data.
- 6.3 The Recipient agrees to indemnify and keep Cambridge fully indemnified for any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from, or in connection with this Agreement or the use, handling, storage or disposal of the Data.

- 6.4 Nothing in this Agreement limits or excludes either Party's liability for (a) death or personal injury resulting from negligence, (b) fraud or fraudulent misrepresentation, or (c) for any other liability which by law cannot be limited or excluded.
- 6.5 The liability of either Party for any breach of this Agreement will not extend to loss of business or profit or to any indirect or consequential loss or damage.

7. General

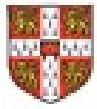
- 7.1 **Assignment:** The Recipient may not assign or transfer this Agreement or any of its rights or obligations under it without the prior written consent of Cambridge.
- 7.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all negotiations, understandings or previous agreements between the Parties relating to its subject matter.
- 7.3 **Third Parties:** A person who is not a Party to this Agreement shall not have any rights under or in connection with it.
- 7.4 **Governing Law:** This Agreement is governed by and shall be construed in accordance with English law without regards to its conflict of law provisions. The parties hereby submit to the exclusive jurisdiction of the English courts to deal with any dispute which may arise out of or in connection with this Agreement, except that either Party may bring proceedings for an injunction in any competent jurisdiction.
- 7.5 **Escalation:** Either Party may give a dispute notice to the other to escalate any dispute under this Agreement for joint resolution by senior representatives of the Parties. Either Party may litigate if the dispute has not been resolved within twenty-eight (28) days beginning on the date of the dispute notice. Either Party may apply for an injunction whether or not any dispute has been escalated under this clause.
- 7.6 **Counterparts:** This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed electronically using DocuSign and delivered by email.

[END]

Schedule A

Personal Data: additional security obligations

1. The Recipient shall be clear about who is responsible for ensuring information security and other provisions for the protection of the Personal Data.
2. The Recipient shall ensure that appropriate security measures including technical and organizational measures are in place at all times and backed up by robust policies and procedures to protect the Personal Data (copies to be provided to Cambridge on request). Such measures shall include without limitation:
 - providing an appropriate level of information governance for all Personal Data;
 - ensuring that the hardware and software used in Processing the Personal Data are reliable and protected against all kinds of malicious software and viruses;
 - ensuring the method of storing Personal Data is secure and controlling access to the Personal Data;
 - using password protection on computer systems on which Personal Data is stored;
 - taking reasonable steps to ensure the reliability of individuals who have access to the Personal Data, including but not limited to ensuring all such individuals understand the confidential nature of the Personal Data and the issues which arise if proper care is not taken in the use of the Personal Data and that all such individuals are properly trained in how to comply with Data Protection Laws prior to accessing the Personal Data;
 - properly controlling remote access and ensuring that Personal Data is not downloaded to portable devices unless strictly necessary and only then if encrypted; and
 - having a secure method of disposal for back-ups, disks and print outs containing the Personal Data.
3. The Recipient shall have in place systems for swiftly and efficiently detecting, investigating and remedying Personal Data breaches (as defined in the Data Protection Laws), and promptly reporting any such breaches to Cambridge.
4. In the case of Personal Data concerning health, the Recipient shall meet the appropriate requirements of the NHS Digital Data Security and Protection Toolkit or equivalent level of information governance.



**UNIVERSITY OF
CAMBRIDGE**

Appendix B –Epic Norfolk Data Request Form