**DATA TRANSFER AGREEMENT**

# Parties

The parties set out below hereby enters into the following Data Transfer Agreement (“**DTA**”):

1. Uppsala University through the Department of [department], [address] (the “**Provider**”), and

2. [name], [address] (hereinafter (the “**Recipient**”).

Below each of Provider and Recipient are also referred to as “**Party**” and together as “**Parties**”.

# 1. Background

[Please give a short background to and reason for the transfer of data.]

The Provider is in possession of certain Data (defined below), which is to be transferred to the Recipient for the purposes set out in Appendix 1 [Please describe how the Recipient will use the data in Appendix 1] (the “**Purpose**”).

The Provider agrees to provide the Data to Recipient for the Purpose and in accordance with the terms of this DTA.

# 2. Data and personal data

2.1The data covered by this DTA is defined in Appendix 1 (the “**Data**”).

2.2 The Parties acknowledge that the Data contains *personal data* as defined in the General Data protection Regulation (GDPR)[[1]](#footnote-2).

* 1. [Each Party is a Controller (as defined in the GDPR) in relation to any processing of personal data they undertake within the framework of this Agreement in general and Appendix 1 in particular, and each is individually responsible for such processing being compatible with the requirements of applicable personal data laws including the GDPR.]

or

[Within the framework of this Agreement in general and Appendix 1 in particular, the Parties jointly determine the purposes and means of personal data processing and are therefore jointly responsible for certain processing of personal data that occurs, as further specified and regulated in the Agreement on Joint Data Control in Appendix 2].

or

[Party 1] will process personal data on behalf of [Party 2] within the framework of this Agreement in general and Appendix 1 in particular and will therefore act as Processor of personal data in relation to [Party 2] who is Controller (the terms Controller and Processor as defined in the GDPR). To this end, the Parties have entered into a separate Data Processing Agreement, see Appendix 2.]

# 3. Access to Data

3.1The Data will be provided to the Recipient after the signature of this DTA by both Parties.

3.2 The Data will be provided to the Recipient as follows: [describe how the Data will be provided to Recipient for example “on a on a secure server”]

3.3 The delivery of Data in accordance with this DTA takes place without any claim to financial or other kind of compensation.

# 4. Permitted use

4.1 The Recipient undertakes to retain control over the Data at all times, and not to give any third-party access to the Data without the Provider’s prior written approval. The Recipient undertakes not to use the Data for any other purpose than the Purpose. Any and all other uses than in accordance with the Purpose are expressly prohibited and may not be pursued by the Recipient, Recipient’s Principal Investigator or third party without the Provider’s prior written approval. In particular the Data will not be used for commercial purposes such as screening, production, or sale, for which a commercial license is required.

4.2 The Recipient undertakes to use the Data in compliance with all applicable laws and regulations, in particular but not limited to this relates to personal data laws including the GDPR.

# 5. Ownership and rights of use

5.1 Title to the Data and any property rights therein remains with the Provider. Unless expressly stipulated in this DTA, neither the Provider’s ownership to the Data nor any other proprietary rights are assigned to the Recipient. Recipient agrees that it will promptly disclose to the Provider all results arising from use of the Data and will grant the Provider a non-exclusive, worldwide, royalty-free and perpetual license to use such results for non-commercial research and educational purposes.

# 6.1 Confidentiality

6.1 The Parties acknowledge that during this DTA they may and will disclose, at their sole discretion, to each other information that they consider to be proprietary and confidential (hereinafter “Confidential Information”) and that such disclosure shall be subject to the conditions set forth hereafter.

6.2 Information shall not be considered proprietary or confidential unless it is reduced to writing and marked “Confidential”. Orally disclosed information shall only be considered proprietary or Confidential Information if it is identified as confidential at the time of disclosure and that this has been confirmed as confidential in writing and sent to the receiving Party within thirty (30) days after the oral disclosure. Notwithstanding the foregoing, all Data shall be considered Confidential Information.

6.3 The Parties agree to treat Confidential Information and maintain its confidentiality with no less than the degree of care as the receiving Party preserves and safeguards its own confidential information.

6.4 The Receiving Party agrees not to disclose Confidential Information to anyone except to receiving Party’s employees as well as to receiving Party’s consultants on a strict need to know basis and for the fulfilment of the Purpose only, provided that consultants are bound by written confidentiality undertakings in so far as legally possible at least as stringent as those set forth herein.

6.5 Neither Party shall be obligated to maintain in confidence any Confidential Information, which it can reasonably demonstrate to fall within one of the following exceptions:

* was known to the receiving Party prior to being received from the disclosing Party;
* is or becomes publicly known through no wrongful act of the receiving Party;
* is now or hereafter becomes known or available to the receiving Party from a third party without, to the best knowledge of the receiving Party, an obligation of confidence and having a right to disclose the same;
* has been or is developed by the receiving Party independent of any disclosure of Confidential Information hereunder; or
* must be disclosed in compliance with applicable mandatory law, a court or administrative subpoena or order.

6.6 All documents containing Confidential Information in tangible or electronic form, which are in the possession of the receiving Party under this DTA, shall remain the property of the disclosing Party. All such documents, together with any copies or excerpts thereof, shall be promptly returned to the disclosing Party or destroyed upon written request of the disclosing Party. One record copy may be retained to determine compliance under this DTA and/or for legal archival purposes.

6.7 Unless otherwise expressly agreed to in writing, the obligation of confidentiality contained in this article shall endure for a period of five (5) years following the entry in force of this of this Data Transfer DTA.

# 7. Publication

7.1 Recipient may publish results from the permitted use of the Data provided the following:

7.2 This DTA shall not be interpreted to prevent or delay publication of research findings resulting from the use of the Data. Before results are submitted for publication or otherwise made public, the Provider shall be given the opportunity to review a manuscript for a maximum of thirty (30) calendar days prior to the submission of the manuscript for publication. The Provider has the right to request in writing that the publication be postponed in order to enable application for patents or the taking of such measures as Provider deems appropriate to ensure the protection of its property rights. If such request has not been given within the above stated time period, publication shall be considered allowed. The postponement period will be up to sixty (60) days after the Provider has submitted a request for postponement.

7.3 Provider reserves the right to delete from the proposed publication any Confidential Information of its own that may be contained therein. The Recipient agrees to determine authorship according to accepted academic standards and to provide appropriate acknowledgement of the source of the Data in all publications.

7.4 Recipient will acknowledge Provider as the source of the Data in any publications containing information about the Data unless Provider indicates otherwise. [The acknowledgement shall state at least the following: ++]

7.5 Recipient agrees to provide Provider with a copy of the final publication.

# 8. Warranties and liability

8.1 The Provider warrants that it has all rights (legal, ethical or otherwise) to provide the Data to the Recipient, including any necessary consents, as may be applicable.

8.2 Subject to this express warranty in Clause 8.1, the Data is provided to the Recipient without any warranties that it is correct or complete, that it can be used for the Purpose or that the Recipient´s use of the Data may not result in an infringement of intellectual property rights.

8.3 Except to the extent prohibited by law or liability related to the Providers warranty in Clause 8.1, the Recipient assumes all liability for damages which may arise from the Recipient’s use, storage or disposal of the Data and the Provider will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient, by any other party due to, or arising from, the use of the Data by the Recipient. The foregoing shall not apply if the damage is by the gross negligence or willful misconduct of the Provider.

# 9. Term and termination

9.1 This DTA shall enter into force when signed by both Parties and shall remain in force until [date].

9.2 This DTA may be terminated by either Party for any reason by giving the other Party thirty (30) days written notice. Both Parties shall have the right to terminate this DTA with immediate effect if one Party is in breach of its obligations under this DTA.

9.3 Upon completion of the Purpose or earlier termination hereof, the Recipient will discontinue all use of the Data and, upon the Provider’s instructions, return or destroy the Data. Notwithstanding the foregoing, the Recipient may keep a copy of any Data for archival purposes if required by mandatory law.

# 10. Force majeure

10.1 Neither party to this DTA shall be liable to the other nor held to be in breach of this DTA to the extent that it is prevented, hindered or delayed in performance or observance of its obligations hereunder by reason of industrial action, strikes, lock-outs, inability to obtain supplies, accidents or any other cause or contingency whatsoever beyond its control.

# 11. Governing law

11.1 This DTA shall be governed by the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be settled amicably through negotiations. If the parties are unable to settle a dispute through negotiations, the dispute shall be referred to the District Court in Uppsala (Uppsala tingsrätt).

If both Parties are governmental agencies of the Swedish state, the dispute shall instead be settled by a superior governmental body for final decision.

12. Appendices:

1. Data and Purpose description
2. [Personal Data Agreement]

|  |  |
| --- | --- |
| Date: | Date: |
| Insert name of Provider | Insert name of Recipient |
| Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | Title: |
|  |  |
| Contact person at Provider:  Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Recipient’s Principal Investigator:  Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**APPENDIX 1**

Description of Data […]

Description of Purpose […]

**[APPENDIX 2]**

**[Add personal data agreement]**

1. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (EUT 119, 4.5.2016, p. 1) [↑](#footnote-ref-2)