**DATA TRANSFER AGREEMENT**

**FOR RESEARCH PURPOSES ONLY**

**THIS AGREEMENT is made on the day of 20**

(**“the Effective Date”**)

**BETWEEN:**

(1) ***CARDIFF* UNIVERSITY** established under Royal Charter, a registered charity with charity number 1136855 whose administrative offices are at 30-36 Newport Road, Cardiff CF24 0DE (“Cardiff”); and

(2) **[*NAME OF INSTITUTION*]** of [*ADDRESS*](“the Recipient”).

Cardiff and the Recipient are referred to individually as “the Party” and jointly as “the Parties”.

**BACKGROUND**

1. Cardiff has collected neuroimaging data through its Cardiff University Brain Research Imaging Centre (“CUBRIC”) which it is willing and able to make selected data available to other institutions for research purposes.
2. The Recipient has submitted a request to Cardiff for neuroimaging data as more fully described in Schedule 1 (“the Data”) for use by [NAME] (“the Principal Researcher”) and the Principal Researcher’s team of researchers, each of whom being an employee of the Recipient or having entered into an agreement with the Recipient with terms which are at least as stringent as the terms set out in this Agreement (“the Research Team”) in a project entitled “CDMRI diffusion MRI data harmonisation challenge” (“the Project”).
3. Cardiff is prepared to supply the Data to the Recipient on the terms and conditions set out in this Agreement.

**The Parties agree as follows**:

|  |  |
| --- | --- |
|  | **SUPPLY OF DATA** |
|  | Cardiff is willing to provide the Data to the Recipient **solely** for the purposes of the Project, and subject always to the terms and conditions of this Agreement. |
|  | Cardiff shall provide the Data to the Recipient for the period necessary for the execution of the Project commencing on the Effective Date (“the Term”). In the event that the Recipient requires the Data after the expiry of the Term, it shall submit a further request to Cardiff in writing. The Recipient acknowledges that any extension of the Term is at Cardiff’s sole discretion. |
|  | Cardiff confirms that all Data provided to the Recipient:   1. have been, or shall be, collected, stored and transferred to the Recipient in accordance with all applicable laws, regulations, consents and guidelines; and 2. have been, or shall be, obtained, where applicable, with the donors appropriate consent for use of his/her information in the Project; and 3. are provided on an anonymous basis so that individuals providing the Data and/or to whom the Data relate cannot be reasonably identified by the Recipient. |
|  | Save as set out in Clause 1.3 above, to the maximum extent permitted by law, Cardiff excludes any warranties which would otherwise be implied, including warranties of merchantability or fitness for a particular purpose. Cardiff provides the Data ‘as is’ and is not liable for any loss incurred by the Recipient for its use of the Data. |
|  | **USE** |
|  | The Recipient will use the Data for the purposes of the Project **only**. The Recipient shall not use the Data for any commercial purpose or for commercially sponsored research without the prior written consent of Cardiff. |
|  | The Recipient confirms that it has gained all necessary ethical approvals or waivers (where applicable) for the Project and for the use of the Data and shall provide Cardiff with evidence of the same upon reasonable request. Cardiff reserves the right not to effect the transfer of Data in the event that ethical approvals for the Project are not sufficiently evidenced. |
|  | The Recipient warrants that the Data will be securely kept and used only at the Recipient’s premises and in compliance with all applicable laws, regulations and guidelines for the purposes of and for the duration of the Project. |
|  | The Data will be received by the Recipient and used under the direction of the Principal Researcher and will not be transferred, distributed, released or disclosed by the Recipient to any other organisation without the prior written consent of Cardiff. The Parties acknowledge that for the purposes only of undertaking the Project the Research Team shall require access to the Data and the Principal Researcher shall make the Research Team aware of the provisions of this Agreement, so as to ensure compliance of the Research Team with the provisions of this Agreement. |
|  | Where a member of the Research Team is not an employee of the Recipient, such Research Team member shall not have access to the Data without [the prior written consent of Cardiff and] such Research Team member first entering into an agreement with the Recipient in terms which are at least as stringent as the terms set out in the agreement in so far as terms of this Agreement could apply to a Research Team member. |
|  | The Recipient shall have appropriate measures in place to ensure the confidentiality of the Data in its custody and shall not attempt to obtain information identifying the individuals who have provided the Data. |
|  | **CONFIDENTIALITY** |
|  | The Parties agree to treat in a confidential manner all information received from the other Party in connection with this Agreement or which by its very nature should be deemed to be confidential (“Confidential Information”). This will not apply to information which: |
|  | 1. is lawfully obtained, free of any duty of confidentiality otherwise than directly or indirectly from the other Party or 2. is in or subsequently comes into the public domain through no fault of the receiving Party and other than as a breach of this Agreement; or 3. is already in the possession of the receiving Party prior to its receipt from the disclosing Party and which the receiving Party can demonstrate from written records is in its possession other than as a result of a breach of this Agreement; or 4. disclosed with the express prior written consent of the other Party; or 5. is required by law to be disclosed to a competent judicial or administrative body provided that the receiving Party shall give the disclosing Party reasonable prior written notice of any such required disclosure and the information required to be disclosed and the Confidential Information shall only be disclosed for that purpose only and following any such disclosure shall then fall to be dealt with pursuant to the provisions of this Agreement. |
|  | **PUBLICATION** |
|  | The Recipient shall be permitted to publish and disclose information pertaining to or resulting from the Recipient’s use of the Data provided always that:   1. the Recipient shall provide Cardiff with a copy of the proposed publication for review and approval by Cardiff prior to publication; and 2. all such publications acknowledge Cardiff’s involvement as the source of the Data or through co-authorship as appropriate subject to the provisions of Clause 4.2. |
|  | Any publications generated by the Recipient as a result of the use of the Data for the purpose of the Project and/or which reference the results, data and information generated from or in connection with the performance of the Project (“the Results”) shall acknowledge Cardiff as a source of the Results and cite the contribution made by CUBRIC and its funders in the “Materials and Methods” and “Acknowledgements” sections and where there are no sections entitled as such, in such section of the publication as is appropriate. Any acknowledgement in any publication resulting from the Project should be in the format set out below:  “Data was supplied by the Cardiff University Brain Research Imaging Centre from a project funded by the National Centre for Mental Health, Cardiff University with funds from the National Institute for Social Care and Health Research (NISCHR), Welsh Government, Wales.” |
|  | The Recipient shall provide Cardiff with a copy of all publications arising from use of the Data within a reasonable time of publication. |
|  | For the avoidance of doubt, the Recipient shall not publish any Confidential Information the procedures in this Clause 4 have been followed. |
|  | Other than in any acknowledgement required in accordance with this Clause 4, neither Party shall use the name of the other Party in any publicity, marketing material or advertisement without obtaining the prior written consent of the other. |
|  | **INTELLECTUAL PROPERTY and RESULTS** |
|  | The Recipient shall own all of the Results and any and all intellectual property rights in relation to the same shall vest solely in and be the property of Recipient. |
|  | The Recipient will provide Cardiff with Results in such format and at such times as Cardiff may reasonably require. The Recipient accepts that Cardiff may wish to undertake statistical analysis of such Results and shall co-operate in good faith with any reasonable requests or instructions in relation to the same. |
|  | The Recipient grants to Cardiff a non-exclusive, perpetual, royalty free licence to use all Results provided to Cardiff under this Agreement for Cardiff’s non-commercial academic, teaching and research purposes only. Where appropriate, Cardiff shall acknowledge the contribution of the Recipient in accordance with good academic practice. |
|  | **OWNERSHIP and NO WARRANTY** |
|  | The Data are, and shall remain at all times, the sole property of Cardiff and all unused Data including all copies, replications and documents or files containing the same whether in hard copy or electronic copy shall be immediately returned to Cardiff (or if Cardiff so requires, destroyed) upon the earlier of:   1. expiry of the Term; 2. at Cardiff’s request.   For the avoidance of doubt, any costs associated with this Clause 6.1 are to be borne by the Recipient. |
|  | The Recipient acknowledges and accepts that Cardiff makes no express or implied warranties whatsoever in respect of the Data. In particular, but without limitation to the foregoing, Cardiff provides no warranty or representation that: |
|  | 1. the possession and/or use of the Data by the Recipient does not or will not infringe any patents or rights of any person; 2. the Data are of merchantable or satisfactory quality or fit for any particular purpose or are viable, safe or non-toxic. |
|  | **INDEMNITIES** |
|  | To the maximum extent permitted under applicable law, Cardiff shall have no liability to the Recipient, whether in contract, tort or otherwise in relation to the supply, safe keeping, use of the Data for the purposes of and the duration the Project, by the Recipient or by any other person or the consequences of the same |
|  | The Recipient shall indemnify and keep indemnified Cardiff, its employees and agents, from and against any claim, action, liability, loss, damage, costs (including legal costs) or expense resulting from or in connection with the use, handling or storage of the Data by the Recipient, including the Recipient’s employees. |
|  | **GENERAL** |
|  | Recipients shall pay costs associated with processing, transferring and making available any of the Data. Processing fees may vary according to the Data requested but will be agreed by Cardiff and the Recipient prior to the execution of the MTA. |
|  | This Agreement does not create any right enforceable by any person who is not a party to it. |
|  | Clauses 2.6, 3to 5, 6.1, 7, 8.3 and 9 shall survive termination of this Agreement howsoever caused. |
|  | **GOVERNING LAW** |
|  | This Agreement shall be governed and construed according to the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales. |

**Agreed by the Parties through their authorised signatories:**

**For and behalf of Cardiff University**

Name:

Title:

Signature:

Date:

**For and on behalf of** **the Recipient**

Name:

Title:

Signature:

Date:

**Acknowledged and accepted by the Principal Researcher**

Name:

Title:

Signature:

Date:

**SCHEDULE 1**

Description of the Data

Up to 15 subjects scanned with 5 different protocols each:

A) Standard Protocol, 3T General Electric Excite-HD, diffusion scans with 30 directions at low b-value, resolution 1.8 mm, slice thickness 2.4 mm, additional b = 0 images, structural scan;

B) Standard Protocol, 3T Siemens Prisma, diffusion scans with 30 directions at low b-value, resolution 1.8 mm, slice thickness 2.4 mm, additional b = 0 images, structural scan;

C) Standard Protocol, 3T Siemens Connectom, diffusion scans with 30 directions at low b-value, resolution 1.8 mm, slice thickness 2.4 mm, additional b = 0 images, structural scan;

D) State-of-the-art protocol, 3T Siemens Prisma, diffusion scans with >30 directions at low/moderate b-value, isotropic resolution 1.5 mm, additional b = 0 images, structural scan;

E) State-of-the-art protocol, Siemens Connetcom, diffusion scans with >30 directions at low/moderate b-value, isotropic resolution 1.2 mm, additional b = 0 images, structural scan;