

DSA1 – Internal/External Letter Agreement

[NAME]

[ADDRESS]

6 February 2018

Dear _____

**A letter outlining the basis of the transfer of CUBRIC Data (as defined below) to _____
of the above address (“the Researcher”) by
Cardiff University Brain Research Imaging Centre School of Psychology (“CUBRIC”) part of Cardiff
University located at Maindy Road, Cardiff, CF24 4HQ;**

CUBRIC has collected neuroimaging data (“CUBRIC Data”) as a result of the use of the MRI, MEG, TMS and EEG Systems both at the Park Place and Maindy Rd. sites. CUBRIC is willing and able to make selected data available to researchers within Cardiff University and at other institutions for research purposes (“the Researcher”) subject to the Researcher being aware of and complying with specific obligations (“CUBRIC Obligations”) relating to the use of the CUBRIC Data.

This document outlines the CUBRIC Obligations which the Researcher must respect when using the CUBRIC Data. It covers the arrangements which are needed to ensure effective and efficient research governance and aims to establish a clear understanding of the roles and responsibilities of the Researcher.

The Researcher has submitted a request to CUBRIC for neuroimaging data as more fully described in Schedule 1 (“the Requested Data”) which forms part of the CUBRIC Data for use by the Researcher and the Researcher’s team of researchers (“the Research Team”) to carry out the project detailed in Schedule 1 (“the Project”).

The Researcher agrees that the signing of this letter does not create any legally binding obligations but recognises that any breach of this letter by the Researcher or the Research Team may put Cardiff University in breach of its obligations to its funders. If the Researcher is an employee of Cardiff University, this may be regarded as a breach of the Researcher’s employment contract with Cardiff University.

CUBRIC is willing to provide the Requested Data to the Researcher solely for the purposes of the Project and expects the Researcher to be mindful of the obligations set out in this letter.

CUBRIC shall provide the Requested Data to the Researcher until the date outlined in the Project (“the Term”). In the event that the Researcher requires the Requested Data after the end of the Term, the Researcher shall submit a further request to CUBRIC in writing.

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The Researcher shall use the Requested Data for the purposes of the Project only. The Researcher shall not use the Requested Data for any commercial purpose or for commercially sponsored research without seeking written consent from CUBRIC.

The Researcher confirms that the Researcher has gained all necessary ethical approvals or waivers (where applicable) for the Project and for the use of the Requested Data and shall provide CUBRIC with evidence of the same upon reasonable request. CUBRIC reserves the right not to effect the transfer of Requested Data in the event that ethical approvals for the Project are not sufficiently evidenced.

The Researcher shall keep all Requested Data securely and use the Requested Data in compliance with all applicable laws, regulations and guidelines for the purposes of and for the duration of the Project.

The Requested Data will be received by the Researcher and will not be transferred, distributed, released or disclosed by the Researcher to any other organisation or institution including without limitation to any members of the Research Team not who is not employed by the Researcher's employer (which is likely to include any students or NHS employees who only hold honorary contracts with the Researcher's employer) without the prior written consent of CUBRIC. This prior written consent can be obtained by ensuring that all members of the Research Team who make use of the Requested Data sign this agreement (in the 'Research Team' section).

It is acknowledged by the Researcher that where a Research Team member is not employed by the Researcher's employer, it may be necessary to put in place an additional agreement which could include a data transfer agreement with the employing body of such Research Team member. The Parties acknowledge that for the purposes only of undertaking the Project, the Research Team shall be permitted access to the Requested Data provided that the Researcher shall make the Research Team aware of the CUBRIC Obligations, so as to ensure compliance by the Research Team with the CUBRIC Obligations

The Researcher shall have appropriate measures in place to ensure the confidentiality of the CUBRIC Data in the Researcher's custody and shall not attempt to obtain information identifying the individuals who have provided the CUBRIC Data. It is imperative that the Researcher does not and procures that the Research Team does not try to identify any individuals from the Requested Data provided.

The Researcher agrees that the CUBRIC Data is confidential in nature and that it shall not share any confidential information with any third parties without the prior written consent of CUBRIC.

The Researcher shall be permitted to publish and disclose information pertaining to or resulting from the Researcher's use of the Requested Data provided always that:

- a. the Researcher shall inform CUBRIC if the data are to be included in a publication; and
- b. all such publications should acknowledge CUBRIC's involvement as the source of the Requested Data through co-authorship in accordance with normal academic practice and/or acknowledgement, as defined in Schedule 1.

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The Results and any intellectual property rights in relation to the same shall be treated in accordance with any agreements in place under which the Researcher conducts the Project.

The CUBRIC Data are, and shall remain at all times, the sole property of Cardiff University under the curation of CUBRIC and all unused CUBRIC Data including all copies, replications and documents or files containing the same whether in hard copy or electronic copy shall be immediately returned to CUBRIC (or if CUBRIC so requires, destroyed) upon the earlier of:

- a. expiry of the Term;
- b. at CUBRIC's request.

Please sign a copy of this letter indicating your understanding and acceptance of the CUBIC Obligations and return a PDF of it to me by email.

Yours sincerely

Dr John Evans
MRI Research Fellow & MRI Lab Manager
CUBRIC
Direct line: +44 (0) 29 208 76402
Email: CDMRI@cardiff.ac.uk

For and on behalf of Cardiff University Signature: _____ Name: _____ Position: _____ Date: _____	By: [NAME] Signature: _____ Name: _____ Date: _____
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SCHEDULE 1

The Requested Data:

Diffusion MRI harmonisation database: up to 15 subjects scanned with up to 5 different protocols:

- A) Standard Protocol, 3T Siemens Prisma, diffusion scans with 30 directions at low to moderate b-value, spatial resolution 2.4 mm, additional b = 0 images, structural scan;
- B) Standard Protocol, 3T Siemens Connectom, diffusion scans with 30 directions at low to moderate b-value, spatial resolution 2.4 mm, additional b = 0 images, structural scan;
- C) State-of-the-art protocol, 3T Siemens Prisma, diffusion scans with >30 directions at low to moderate b-value, spatial resolution 1.5 mm, additional b = 0 images, structural scan;
- D) State-of-the-art protocol, Siemens Connectom, diffusion scans with >30 directions at low to moderate b-value, spatial resolution 1.2 mm, additional b = 0 images, structural scan;
- E) Standard Protocol, 3T General Electric Excite-HDx, diffusion scans with 30 directions at low b-value, spatial resolution 2.4 mm, additional b = 0 images, structural scan;

Period the Requested Data is required:

18 April 2022

Description of the Project:

The aim of the Project is the systematic evaluation of the performance of algorithms that enable the harmonisation of multi-b-value diffusion MRI data from clinical and state-of-the-art MRI systems. Harmonisation consists of making data sets acquired with different scanners/protocols as comparable as possible.

Required Acknowledgement:

1) Authors of publications or presentations using the dMRI harmonisation database should cite relevant publications describing the methods used by the 2017 and 2018 CDMRI committee and CUBRIC to acquire and process the data. A list of publications is available at <https://projects.iq.harvard.edu/cdmri2018>

and

2) Publications including results derived from the dMRI harmonisation database should contain the following wording in the acknowledgments section: "The data were acquired at the UK National Facility for In Vivo MR Imaging of Human Tissue Microstructure located in CUBRIC funded by the EPSRC (grant EP/M029778/1), and The Wolfson Foundation. Acquisition and processing of the data was supported by a Rubicon grant from the NWO (680-50-1527), a Wellcome Trust Investigator Award (096646/Z/11/Z), and a Wellcome Trust Strategic Award (104943/Z/14/Z). This database was initiated by the 2017 and 2018 MICCAI Computational Diffusion MRI committees (Chantal Tax, Francesco Grussu, Enrico Kaden, Lipeng Ning, Jelle Veraart, Elisenda Bonet-Carne, and Farshid Sepehrband) and CUBRIC, Cardiff University (Chantal Tax, Derek Jones, Umesh Rudrapatna, John Evans, Greg Parker, Slawomir Kusmia, Cyril Charron, and David Linden)."