

THIS DOCUMENT IS FOR REFERENCE ONLY. ONCE YOUR PROJECT IS APPROVED WE WILL SEND A DOCUMENT TO YOU FOR SIGNATURE. THIS WILL INCLUDE A PROJECT SPECIFIC APPENDIX AND A REFERENCE NUMBER RELATED TO YOUR PROJECT APPROVAL

DATA TRANSFER AGREEMENT

THIS AGREEMENT is made the day of 20 between

THE UNIVERSITY OF BRISTOL of Senate House, Tyndall Avenue, Bristol BS8 1TH, (“the University”), acting through the AVON LONGITUDINAL STUDY OF PARENTS AND CHILDREN of the Department of Social Medicine, Oakfield House, Oakfield Grove, Clifton, Bristol BS8 2BN (“ALSPAC”),

and

..... of (referred to as “the Recipient”)

Hereafter referred to collectively as “Parties” and individually as “Party”.

BACKGROUND:-

The University, through ALSPAC, has collected and owns certain data sets and collections of interpretable data (“the Information”) derived from information provided by participants in the Avon Longitudinal Study of Parents and Children (“the Study Participants”). An employee of the Recipient (“Investigator”), wishes to use certain of the Information held by ALSPAC as set out in the Appendix (“the Data”). The Data is to be used by Recipient in the research described in the Appendix (“the Research”) and agreed by the ALSPAC Executive Committee. ALSPAC is willing to supply the Recipient with the Data for a period of one year to conduct the Research under the terms and conditions of this Agreement.

NOW IT IS AGREED by the Parties as follows:-

1. That the Investigator and other relevant employees of the Recipient involved in the Research have read and will abide by the “ALSPAC Access Policy” at http://www.bristol.ac.uk/media-library/sites/alspac/documents/ALSPAC_access_policy.pdf . All future correspondence pertaining to the Data and the Research should be addressed to ALSPAC.
2. The Data remains the property of the University. There is no transfer or licence or implied transfer or licence of rights in the Data from the University to the Recipient including any intellectual property rights. This Agreement does not restrict the rights of ALSPAC to distribute the Data to other institutions or to publish any document relating to the Data.
3. The Recipient will retain the Data in a secure location on its premises and will not permit the Data or any part of it to come into the possession or control of any other organisation or any individual other than those employees who are involved in the Research described in Appendix A under direct supervision of the Recipient. The Recipient will not transfer the Data in whole or in part to third parties without the relevant third party entering into a separate Data Transfer Agreement with ALSPAC.
4. The Recipient will use the Data only to carry out the Research described in the Appendix to this Agreement, and only for Research that has appropriate ethical approval. The Recipient will not use the Data or any parts thereof for any commercial purpose or any purpose that is subject to consulting or licensing obligations to third parties.
5. The Recipient will use all reasonable endeavours to ensure that the Data in its possession, or under the control of the Recipient shall as soon as possible be returned or destroyed upon (i) the reasonable request of ALSPAC; or (ii) on termination of this agreement; or (iii) in the event that the Recipient is in breach of any of the conditions of this Agreement; or (iv) withdrawal of consent of the relevant Study Participant. If the Recipient is required to destroy the Data then it will confirm in writing to ALSPAC that the Data has been destroyed.

6. The Recipient will keep ALSPAC informed of the results of the Research ("Results") every 6 months. All Results (including the results of chemical and biological analyses and cleaned or derived variables) relating directly to Study Participants will be incorporated into the ALSPAC study and shall be owned by the University. All other Results generated by the Research shall be the property of the Recipient save that the Recipient grants to the University a royalty-free, irrevocable, perpetual non-exclusive right to use such Results for internal non-commercial research and teaching. The Recipient will provide ALSPAC with a fully documented electronic copy of the full Results before publication in any form or within 6 months of the completion of the Research whichever is the sooner.
7. The Recipient will keep the Data confidential and will not try to identify Study Participants.
8. The Recipient will not try to link the Data provided by ALSPAC to other ALSPAC data held by different recipients or by the same Recipient for different projects.
9. The Recipient will acknowledge ALSPAC and include as authors those University employees identified by the ALSPAC Executive Committee who have played a key scientific role in the generation of the Data in all publications relating to the Results arising from the Research. ALSPAC will be given the opportunity to review any papers intended for publication at least 14 days prior to submission.
10. The Data is supplied without cost but the Recipient shall reimburse ALSPAC for any reasonable costs that may be incurred when preparing and sending the Data to the Recipient.
11. ALSPAC accepts no liability in connection with the Recipients use of the Data. The University does not represent that (i) the Data is of satisfactory quality or fit for any particular purpose; or (ii) use of the Data is free from infringement of third party rights, including intellectual property rights. To the extent permissible by law the Recipient will indemnify and hold the University harmless for any damages howsoever arising from Recipient's use of the Data.
12. The Recipient will neither assign, transfer, mortgage, charge nor part with any of its interests, rights, duties or obligations under this Agreement.
13. This Agreement will be governed by the laws of England and shall be subject to the jurisdiction of the English Courts. This clause shall not prevent a party from seeking interim relief in any court of competent jurisdiction.

AGREED BY THE PARTIES through their authorised signatories

SIGNED for and on behalf of THE UNIVERSITY OF BRISTOL:

Signature:

Print Name:

Date:

SIGNED for and on behalf of RECIPIENT:

(1) Authorised signatory of Recipient

Printed Name:

Date:.....

(2) Signature of Investigator

Printed Name:

Date:.....

We require two signed original copies (not photocopies) one for our records and the other we will return to you.

Example

DATA TRANSFER AGREEMENT
APPENDIX

Please note: A project specific appendix to be added here which must be approved by ALSPAC and collaborator before signing the document.

Our reference: B.....

Full title of Project:

Investigator:-

Name:

Address :.....
.....
.....

Email:

Legal signatory on behalf of recipient's institution:

Name:

Title:

Address:

Email:

Description of Data:-

Description of the Research:-