



**Multinational Anal Squamous Cell  
Carcinoma: Registry and Audit**

**Data Access Agreement**

**IRAS: 335443**

## DATA ACCESS AGREEMENT

This Agreement dated **XXXXXX** is made by and between:

- (1) **IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE**, a university incorporated by Royal Charter, whose address is at Exhibition Road, London SW7 2AZ, UK ("Imperial"); and
- (2) **XXXXXX**, whose address is at **XXXXX** (the "Supplier").

### WHEREAS

- (A) The Supplier has collected and/or developed the Data (defined below).
- (B) mASCARA research team at the Department of Surgery and Cancer in Imperial wishes to access and use the Data for the purpose of mASCARA ("Research Project") and the Supplier has agreed to supply Data to Imperial under the terms of this Agreement.

### IT IS NOW AGREED AS FOLLOWS:

#### 1. Definitions

In this Agreement, the following words shall have the following meanings:

<b>Data:</b>	Any and all data and existing results and information related to mASCARA without limitation, inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions
<b>Results:</b>	Any and all intellectual property (including but not limited to modifications, improvements, derivatives or summaries) generated by Imperial in the course of the use or analysis of the Data under this Agreement
<b>Confidential Information:</b>	Confidential Information shall include information provided in documentary form or by way of a model or in other tangible form, which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence
<b>Term:</b>	10 years

2. Imperial agrees to be bound by this Agreement in consideration of the Supplier making

the Data available to Imperial. This Agreement shall commence on the date of last signature below and will continue for the Term, unless terminated in accordance with clause 8.

3. In this Agreement, the terms “personal data”, “processing”, “processor” and “controller” have the meanings given in the Data Protection Act 2018 as amended from time to time and any successor 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 (“GDPR”) and any other directly applicable European Union regulation relating to data protection and privacy (the “Data Protection Laws”).
4. The Data will be supplied by the Provider in pseudonymised form without the pseudonymisation key or other means for the Recipient to re-identify individuals from the Data. The Parties expect that the Data is likely to be personal data in respect of the Provider’s processing but not likely to be personal data in respect of the Recipient’s processing, but that this is a question of fact determined by the nature of the Data, the arrangements between the Parties, and any other means available to the Recipient (whether publicly available or otherwise) to re-identify individuals from the Data. In the event that the Data is or becomes personal data when held or processed by the Recipient, the Parties agree that:
  - (a) each of them shall be a controller in respect of its own processing of the Data, and shall be solely responsible and liable for its own processing of the Data including (without limitation) the lawful basis for that processing and ensuring that the Data is processed in compliance with the Data Protection Laws; however
  - (b) if the Parties are deemed to be joint controllers in relation to the Data, the Parties shall be jointly responsible and liable for the processing of the Data in connection with this Agreement and shall co-operate to determine their respective responsibilities for compliance with their obligations and duties under the Data Protection Laws, including documenting details of this arrangement to demonstrate compliance with Article 26 of the GDPR.
5. Except to the extent prohibited by law, the Recipient assumes all direct liability for damages which may arise from its receipt, use, storage or destruction of any Data that comprises personal data. The Provider will not be liable to the Recipient for any use made of this personal data by the Recipient, including any loss, claim or demand made against the Recipient by a third party, due to or arising from the use, storage or disposal of this personal data by the Recipient, except when caused by the gross negligence or wilful misconduct of the Provider.
6. Imperial shall:

- (a) During the Term to keep the Data secure and ensure only authorised employees, students and agents of Imperial have access to the Data. This obligation of confidentiality shall not apply to any Data that (i) was known to Imperial before the Data was imparted; or (ii) is in or subsequently comes into the public domain through no fault on the part of Imperial; or (iii) is received by Imperial in good faith without restriction on disclosure or use from a third party; or (iv) is developed by any of Imperial's employees who have not had any direct or indirect access to, or use or knowledge of, the Data imparted; or (v) is required to be disclosed by Imperial to comply with the applicable laws or governmental regulations; and
  - (b) use the Data only for the agreed Research Project during the Term of this Agreement.
- 7. Except as set out herein, nothing in this Agreement shall affect the ownership of intellectual property rights in the Data. The Supplier hereby grants to Imperial a non-exclusive, royalty-free licence [non-transferable, non-sublicensable] to use the Data for the Research Project.
- 8. Any Results developed by Imperial under this Agreement shall belong to Imperial. Imperial shall notify the Supplier, in confidence, of the Results arising from its use of the Data. The Supplier will not engage in any written dissemination, or in any dissemination by other methods, of the Results obtained by Imperial from use of the Data, without the prior written consent of Imperial.
- 9. If Imperial wishes to publish any Data or Results, Imperial shall in confidence send the Supplier a draft of all intended publications at least thirty (30) days in advance of the date of submission for publication. The Supplier shall have thirty (30) days following receipt of the draft to request an amendment or a delay to the proposed publication on the grounds there is Confidential Information which needs protection. If the Supplier makes such a request, Imperial shall either (a) delete the [Confidential Information or, (b) delay submitting such publication for a maximum of ninety (90) days from the date of receipt of a written notice requesting such delay to allow the Supplier to seek patent or similar protection to the Confidential Information. .
- 10. Imperial will acknowledge the Supplier as the source of the Data in any publication reporting on its use, unless requested otherwise by the Supplier.
- 11. The Supplier has the right to terminate this Agreement before the end of the Term if Imperial fails to comply with any of the material conditions set out herein. Upon such early termination, Imperial shall cease use of the Data and return or destroy the Data at the Supplier's discretion.
- 12. A person who is not a party to this Agreement shall not have any rights under or in connection with it including under the Contracts (Rights of Third Parties) Act 1999.
- 13. Neither party will be liable for any loss or damage resulting from its failure nor delay in performing its obligations hereunder to the extent that such failure or delay arises from circumstances beyond its control.

14. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
15. This Agreement contains the entire agreement between the parties as to its subject matter and may only be amended by a written agreement between the parties referring to this Agreement, expressly stating that it varies it and signed on behalf of both parties.
16. This Agreement may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.
17. No waiver of any term or condition of this Agreement shall be effective unless made in writing and signed by the party against whom enforcement of the waiver is sought. The waiver of any breach of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different nature.
18. If any term or condition of this Agreement or its application shall be invalid or unenforceable, the remaining terms and conditions of this Agreement shall continue unaffected.
19. Imperial represents and undertakes that it is entering this Agreement as principal and not as agent for any other party. Nothing in this Agreement shall create or be deemed to create a partnership or relationship of principal and agent or employer and employee between the parties.
20. Each of the parties agree to comply with all applicable anti-corruption, anti-bribery and local employment laws, as well as any other applicable legislation, laws and regulations in connection with their performance under this Agreement, (including that relating to import and export control, transportation of hazardous materials, anti-money laundering, and tax laws). In the case of Imperial, it undertakes to comply with all UK and EU legislation that may be applicable in carrying out the Research Project. Either party's failure to comply with any provision of this Clause 20 is considered to be a breach of this Agreement.
21. English law shall apply to this Agreement, and the English courts shall have exclusive jurisdiction over any matter relating to it.
22. All data transfers between Imperial, the supplier and any third parties will be encrypted.

**AGREED** by the parties through their authorised signatories:

For and on behalf of **IMPERIAL COLLEGE OF SCIENCE TECHNOLOGY AND MEDICINE**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For and on behalf of **XXXXXXXXXX**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_