

Date:

20

(1) [PLATFORM]

(2) RESEARCHERS LISTED IN ANNEX I(A)

DATA SHARING AGREEMENT

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This Data Sharing Agreement (the "**Agreement**") is entered into on [enter day, month and year] (the "**Effective Date**") by and between:

- (1) The platform specified in Annex I(A) (the "**Platform**"); and
- (2) Each party listed in Annex I(A) from time to time (each a "**Researcher**") and together the "**Researchers**"). **[Drafting Note: Each relevant controller should enter into the Agreement. This is usually an institution but in some cases it could be an individual if they are a controller in their own right.]**

RECITALS

- (A) The [Researcher(s) wish to obtain data from the Platform and the Platform has agreed to provide data for use in a specific research project / the Platform wishes to obtain data from the Researcher(s) and Researchers have agreed to provide data for use in a specific research project]. **[Drafting Note: Edit the foregoing language as appropriate to reflect the data sharing between the parties]** This Agreement sets out the terms and conditions governing the data sharing between Platform and each Researcher for this purpose.
- (B) This Agreement includes European Union and United Kingdom standard contractual clauses in respect of cross-border transfers between the parties which shall apply until such time as compliance with the [insert reference to The Code] constitutes a transfer mechanism for the transfer of relevant personal data for European Union and/or United Kingdom data protection law purposes.

THEREFORE, in consideration of the promises each party makes to the other(s), which the parties acknowledge is sufficient consideration, each Researcher and Platform agree as follows:

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

Definitions:

"Access Credentials" means user credentials required to access Research Data;

"Access Period" means the period of time set out in Annex I(B)(II), section (viii);

"Affiliate" means in respect of a party, its subsidiaries, its holding companies and every subsidiary of each such holding company from time to time (and for this purpose "subsidiary" and "holding company" shall be construed in accordance with section 1159 of the Companies Act 2006) and any other entity agreed in writing by the parties as being an Affiliate in respect of a party;

"Authorised Personnel" means employees and office holders of a party to this Agreement and other persons acting under the authority of such a party and whom the party authorises to access Research Data, such as fellows or consultants;

"Code" means [insert formal title when agreed];

"Confidential Information" means all information, other than personal data, in any medium or format (including written, oral, visual or electronic, and whether or not marked or described as "confidential"), together with any copies, which relates to a Researcher or Platform (the "**Disclosing Party**"), to its Group, or to its (or its Group members') employees, officers, customers or suppliers, and which is directly or

indirectly disclosed by or on behalf of the Disclosing Party to the other (the "**Receiving Party**") under or in connection with this Agreement (or which is learnt or acquired by the Receiving Party in connection with this Agreement), whether before or after the date of this Agreement, and which would reasonably be regarded as confidential. Confidential Information shall not include (i) information (other than personal data) which is in the public domain other than as a result of a breach of this Agreement or any separate confidentiality undertaking between the parties; (ii) information which the Receiving Party received, free of any obligation of confidence, from a third party which was not itself under any obligation of confidence in relation to that information, whether before the date of its disclosure by the Disclosing Party or otherwise; or (iii) information which the Receiving Party can show by its written or other records was developed or created independently by the Receiving Party or any member of the Receiving Party's Group;

"Data" means Research Data and Confidential Information;

"Data Access Request" has the meaning given to such term in clause 5.9;

"Data Protection Legislation" means European Directive 2002/58/EC, the GDPR, the UK GDPR and all other applicable Laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities;

"Discloser" means each Researcher when it shares Research Data with Platform or Platform when shares Research Data with a Researcher (as applicable); and

"Disclosing Party" means a party disclosing its Confidential Information to the Receiving Party;

"EEA" means the European Economic Area;

"EU" means the European Union;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council;

"Group" in relation to each party means that party and its Affiliates;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, all other rights in the nature of copyright, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Joint Activity" means the processing activity or activities described in Annex I(B)(II), section (iii);

"Laws" means legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency, or other relevant body;

“Potential Discloser” means any party from whom another party to this Agreement is seeking to access Research Data;

“Potential Recipient” means any party seeking access to Research Data from another party to this Agreement;

“Protected Area” means, in the case of the transfer of personal data subject to GDPR, members states of the EU and the EEA and any country, territory, sector or international organisation in respect of which an adequacy decision under Article 45 of the GDPR is in force and, in the case of the transfer of personal data to which Data Protection Legislation of the UK applies, the UK and any country, territory, sector or international organisation in respect of which an adequacy decision under Data Protection Legislation of the UK is in force;

“Recipient” means a party which receives or accesses Research Data from the other party;

“Receiving Party” means a party receiving Confidential Information from the Disclosing Party;

“Research Data” means any information in any medium or format (including written, oral, visual or electronic and including any Confidential Information or personal data) shared by a Party in connection with a Research Project;

“Research Project” has the meaning given to such term in clause 2.1;

“Restricted Transfer” means the transfer of personal data outside the relevant Protected Area;

“Same Processing” means the processing activity or activities described in Annex I(B)(II), section (iv) and in any case includes any processing activity or activities which is or are deemed to be the ‘same processing’ pursuant to Article 82(4) GDPR and/or UK GDPR;

“Site” has the meaning given to such term in clause 5.3;

“Standard Contractual Clauses” mean:

- i. where GDPR is applicable to processing of personal data prior to transfer, the standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR, adopted by the European Commission under Commission Implementing Decision (EU) 2021/914, including the text from the module one and not including any clauses marked as optional (**“EU Standard Contractual Clauses”**);
- ii. where Data Protection Legislation of the United Kingdom is applicable to processing of personal data prior to transfer:
 - a. the International Data Transfer Addendum to the EU Standard Contractual Clauses, issued by the Information Commissioner and laid before Parliament in accordance with s.119A of the Data Protection Act 2018 on 2 February 2022 but, as permitted by clause 17 of such addendum, the parties agree to change the format of the information set out in Part 1 of the addendum so that:
 - i. the details of the parties in table 1 shall be as set out in Annex I(A) (with no requirement for signature);

- ii. for the purposes of table 2, the addendum shall be appended to the EU Standard Contractual Clauses (including the selection of modules and disapplication of optional clauses as noted above)

(“UK Standard Contractual Clauses”); and

[Drafting Note: The UK Standard Contractual Clauses contain an optional provision which allows either or both of the parties a right of termination in this situation if the ICO makes amendments, this causes a substantial and disproportionate impact on the costs or risks of that party and the party has taken reasonable steps to reduce that risk. The clause has to be actively selected to be applicable. To do this add the following as a new point iv: “for the purposes of table 4, the [data importer]/ [data exporter]/ [data importer or data exporter] may end this addendum as set out in clause 19 of the addendum”.]

“**Terms of Use**” has the meaning given to such term in clause 5.2;

“**Tools**” has the meaning given to such term in clause 5.2;

“**UK**” means the United Kingdom of Great Britain and Northern Ireland; and

“**UK GDPR**” means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended).

- 1.1 Where these Clauses use terms that are defined in GDPR or UK GDPR, those terms shall have the same meaning as in GDPR and UK GDPR.
- 1.2 Any references to Articles in this Agreement shall be interpreted as references to the relevant Articles of GDPR and UK GDPR as appropriate.
- 1.3 The clause and Annex headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.4 Any reference to a clause, Annex, paragraph or section is to a clause of this Agreement, Annex to this Agreement, or section of an Annex to this Agreement.
- 1.5 References to the singular include the plural and vice versa, and references to one gender include the other genders.
- 1.6 Any reference to persons includes natural persons, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, local authorities, governments, states, foundations and trusts (in each case whether or not having separate legal personality) and any agency of any of the above.
- 1.7 Any phrase introduced by the terms “including”, “include”, “in particular”, “such as”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.
- 1.8 Any reference to a statute, statutory provision or subordinate legislation (legislation) (except where the context otherwise requires): (i) shall be deemed to include any by-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation; and (ii) shall be construed as

referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.

- 1.9 The Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes its Annexes.
- 1.10 Any reference to “writing” or “written” includes email.
- 1.11 Any reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated from time to time in accordance with its terms (in each case, other than in breach of the provisions of this Agreement).

2. DATA SHARING PARTICULARS

- 2.1 Annex I(B)(II), section (i) describes the research project(s) for which Research Data will be shared pursuant to this Agreement (“**Research Project**”).
- 2.2 Annex I(B)(I) sets out details of the personal data sharing, and in particular the categories of personal data that are shared and the purpose(s) for which they are shared. Annex I(B)(II) sets out details of the specific aims of the Research Project, why the Research Data sharing is necessary to achieve those aims and the benefits the parties hope to bring to individuals or to society more widely. If there is a need to update these details, as the Research Project progresses, then the parties shall do this using the pro-forma side letter set out at Annex V and the relevant sections of Annex I(B)(I), Annex I(B)(II) and Annex I(C) shall be deemed amended accordingly.
- 2.3 Annex I(A) sets out whether the parties are independent controllers or joint controllers (as envisioned by Article 26(1) of the GDPR and UK GDPR).

3. COMPLIANCE WITH LAW AND THE CODE

- 3.1 The parties shall comply with Data Protection Legislation and the Code in relation to the sharing of Research Data and the subsequent processing of such Research Data, as follows:

Lawfulness

- 3.1.1 Annex I(B)(II), sections (viii) and (ix) specify the lawful bases in relation to each of the Discloser’s and Recipient’s processing of personal data (including any special categories of personal data or data relating to criminal convictions or offences) under Articles 6, 9 and 10 of the GDPR and UK GDPR (as applicable).

Purpose limitation

- 3.1.2 Recipient shall process the personal data only for the specific purpose(s) as set out in Annex 1(B) section (vii). Recipient may only process the personal data for another purpose:
 - 3.1.2.1 where it has obtained the data subject’s prior consent;
 - 3.1.2.2 it is permitted by an EU or Member State law (where GDPR applies to the Recipient’s processing) or UK law (where UK GDPR applies to the Recipient’s processing) applicable to Recipient which constitutes a necessary and proportionate measure in a

democratic society to safeguard the objectives referred to in Article 23(1) GDPR / UK GDPR (as applicable);

- 3.1.2.3 where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- 3.1.2.4 where necessary in order to protect the vital interests of the data subject or of another natural person.

Transparency

- 3.1.3 Recipient shall provide information regarding its processing of personal data to data subjects as required by and in accordance with Data Protection Legislation.
- 3.1.4 To the extent Recipient requires Discloser's assistance in order comply with clause 3.2.3, Discloser shall provide reasonable assistance to Recipient upon Recipient's request.
- 3.1.5 Annex I(B)(II) section (xi) sets out the process for making information pursuant to Articles 13 and 14 GDPR / UK GDPR available to data subjects (or details of exemptions, if applicable) in relation to the transfer of personal data and further processing .

Accuracy and data minimisation

- 3.1.6 Each party shall ensure that the personal data is accurate and, where necessary, kept up to date. Recipient shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- 3.1.7 If Discloser or Recipient becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other party without undue delay.
- 3.1.8 Any particular measures agreed by the Discloser or Recipient for the purposes of ensuring the accuracy of personal data are set out in Annex I(B)(II), section (xiii).
- 3.1.9 Recipient shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

Storage limitation

- 3.1.10 Recipient shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation of the personal data and all back-ups at the end of the retention period.

Security of processing

- 3.1.11 Recipient and, during transmission, also Discloser shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a personal data breach. In

assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

- 3.1.12 The parties have agreed on the technical and organisational measures set out in Annex II, Part A. Recipient and Discloser shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security. The parties agree to the process for ongoing monitoring, review and improvement of the security standards as set out in Annex II Part A(A, section (ix).
- 3.1.13 Recipient shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 3.1.14 In the event of a personal data breach concerning Research Data, Recipient shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- 3.1.15 In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, Recipient shall without undue delay notify both Discloser and the competent supervisory authority under Data Protection Legislation. Such notification shall contain (i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), (ii) its likely consequences, (iii) the measures taken or proposed to address the breach, and (iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for Recipient to provide all the information at the same time, it may do so in phases without undue further delay.
- 3.1.16 In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, Recipient shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with Discloser, together with the information referred to in clause 3.2.15, points (ii) to (iv), unless Recipient has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, Recipient shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- 3.1.17 Recipient shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

Sensitive data

- 3.1.18 Where the personal data sharing involves special categories of personal data or data relating to criminal convictions or offences (as specified in Annex I(B),(I), sections (iii) and (iv)), Recipient shall apply specific restrictions and/or additional safeguards adapted to the specific nature of the personal data and the risks involved. This may include restricting the personnel

permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

Training and awareness

- 3.1.19 Recipient, and Discloser in respect of the transmission of Research Data, shall ensure that any person who is authorised to process personal data under its authority is adequately trained on Data Protection Legislation and the security of personal data and is made aware of the relevant obligations applicable to the parties under this Agreement.

Documentation and compliance

- 3.1.20 Each party shall be able to demonstrate compliance with its obligations under this clause 3.2. In particular, Recipient shall keep appropriate documentation of the processing activities carried out under its responsibility.

Data subject rights

- 3.1.21 Recipient, where relevant with the assistance of Discloser, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under Data Protection Legislation without undue delay and at the latest within one month of the receipt of the enquiry or request.
- 3.1.22 Recipient shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.
- 3.1.23 Recipient shall not make a decision based solely on the automated processing of the personal data transferred except as permitted by Data Protection Legislation.
- 3.2 To the extent that the parties are joint controllers as identified in Annex I(A) and described in Annex I(B)(II), section (iii) or the parties are engaged in the same processing as described in Annex I(B)(II), section (iv), the allocation of responsibility of the obligations under GDPR and UK GDPR between Discloser and Recipient is set out in clause 3.5 below.
- 3.3 Each row in the table below refers to a requirement of GDPR / UK GDPR and sets out the main Article(s) associated with that requirement. The party responsible for compliance with the applicable requirement shall also comply with any other articles, recitals, or applicable provision of Data Protection Legislation which relates to the named requirement.
- 3.4 [The parties agree that [*insert name(s)*] shall be the designated point of contact for data subjects.] **[Drafting Note: This is not mandatory under Article 26 GDPR / UK GDPR, but might be appropriate depending on the situation.]**
- 3.5 The responsibilities for compliance are allocated between the parties as follows:

Requirement	Allocation of responsibility
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Article 5(1)(a) (lawfulness and fairness principle). Responsibility for the transparency principle is under this Article is as set out in the row concerning Articles 12 to 14 (transparency) below.	Discloser and Recipient are each responsible in respect of their own processing in connection with the Joint Activity or the Same Processing (as applicable).
Article 5(1)(b) (purpose limitation principle)	Discloser and Recipient have jointly determined the purposes of the Research Project.
Article 5(1)(c) (data minimisation principle)	[insert] [Drafting Note: If one party has determined what personal data is necessary, this should be stipulated. If this has been determined jointly, this should be stated]
Article 5(1)(d) (accuracy principle)	As set out in clause 3.2.6 – 3.2.9 and Annex I(B)(II), section (xiii).
Article 5(1)(e) (storage limitation principle)	As set out in clause 3.2.10 and Annex I(B)(I) section (viii).
Article 5(2) & Article 24 (accountability principle)	[insert] [Drafting Note: It seems likely that the Discloser and Recipient will each be responsible for its own compliance unless the parties have agreed that one is to be responsible for data protection impact assessments or and record of processing activities, for example]
Chapter II (remaining provisions, particularly lawfulness of processing)	Discloser and Recipient are each responsible in respect of their own processing in connection with the Joint Activity or the Same Processing (as applicable).
Articles 12 to 14 (transparency) (including how the essence of the arrangement shall be made available to the data subjects as required by Article 26)	As set out in clause 3.2.3 – 3.2.5 and Annex I(B)(II), section (xi).
Article 15 (right of access by the data subject)	As set out in clause 3.2.21 – 3.2.23 and Annex I(B)(II), section (x).
Article 16 (right to rectification)	

Article 17 (right to erasure)	
Article 18 (right to restriction of processing)	
Article 19 (notification obligation regarding rectification or erasure of personal data or restriction of processing)	
Article 20 (right to data portability)	
Article 21 (right to object)	
Article 22 (automated decision-making, including profiling)	
Article 25 (data protection by design and default)	Discloser and Recipient are each responsible in respect of their own processing in connection with the Joint Activity or the Same Processing (as applicable).
Article 28 & 29 (controller and processor)	Discloser and Recipient are each responsible in respect of their own processing in connection with the Joint Activity or the Same Processing (as applicable).
Article 30 (records of processing activities)	[insert] [Drafting Note: See the comment against Article 5(2) & Art. 24 (accountability) above]
Article 5(1)(f) and Article 32 (security of processing)	As set out in clause 3.2.11 – 3.2.13 and Part A of Annex II, Schedule 1 and clause 4.4 – 4.11 and Part B of Annex II.
Article 33 (notification of data breach to the supervisory authority)	As set out in clauses 3.2.14 – 3.2.17.
Article 34 (communication of a personal data breach to the data subject)	Discloser and Recipient are each responsible in respect of their own processing in connection with the Joint Activity or the Same Processing Activity (as applicable).
Article 35 (data protection impact assessment)	[insert]
Article 36 (prior consultations)	[Drafting Note: See the comment against Article 5(2) & Article 24 (accountability) above]

Chapter V (transfers of personal data to third countries or international organisations)	As set out in clause 6.
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4. SAFEGUARDS

The safeguards applied by the controller(s) in respect of shared Research Data pursuant to Article 89(1) (where applicable) are set out in Annex I(B)(II), section (xvi).

5. ACCESS

Providing access

- 5.1 Annex I(B)(I) and (B)(II) describe the Data that the Discloser will provide to the Recipient, the manner in which such Data will be made available and the Access Period for the Data. The parties may amend the Access Period by email agreement (without signature, but otherwise sent in accordance with clause 21 of this Agreement).
- 5.2 If indicated in Annex I(B)(II), section (xii), the Discloser may provide Authorised Personnel with access to Data through Discloser's data access tools ("**Tools**"). Any such access will be subject to the terms and conditions of this Agreement and may be subject to additional terms and conditions that may be presented upon initial log-in or at any other time during use of the Tools ("**Terms of Use**"). Notwithstanding the foregoing, in the event of any conflict between the terms of this Agreement and the Terms of Use, the terms of this Agreement will prevail. Discloser provides the Tools "as is" without any warranty of any kind. Discloser may change, withdraw or discontinue the Tools at any time in its sole discretion.
- 5.3 If indicated in Annex I(B)(II), section (xii), Discloser may require that certain Data be accessed only from locations specified by Discloser, including, for example, a secure location on Discloser-controlled premises (the "**Site**"). Recipient will comply with any and all of Discloser's reasonable policies regarding access to the Site, including all security, safety, environmental, information technology, legal and business conduct policies (which may, for example, include prohibitions on carrying cell phones, cameras, Wi-Fi devices, storage devices, printers and other items into the Site, and may include background check requirements), which shall be made available to Recipient in advance of such access. Any access to the Site will be granted only during the Access Period.
- 5.4 Except with the prior written authorisation of the Discloser, Recipient shall not (i) copy the Research Data, except for the copy provided by Discloser; or (ii) remove the Data from its designated location or storage medium or access the Data in any manner other than expressly permitted by Discloser.

Security

- 5.5 The parties have consulted Part II of the Code and agreed on the technical and organisational measures set out in Part B of Annex II. The parties agree to the process for ongoing monitoring, review and improvement of the security standards as set out in section (iv) of Part B, Annex II.
- 5.6 Discloser may provide Authorised Personnel of Recipient with Access Credentials, which may be subject to additional authentication as set out in Part B of Annex II. Discloser reserves the right to suspend or revoke Access Credentials and access to the

Data if the Authorised Personnel's use of or access to Data (i) poses an actual or reasonably suspected security risk to Discloser, Recipient or any third party; (ii) may adversely impact availability or performance of the Discloser's systems, software or services or those of any third party; (iii) may subject Discloser or any third party to any liability; (iv) may be fraudulent; or (v) constitute an actual or suspected misuse or abuse of Access Credentials. Recipient will (i) require all Authorised Personnel to protect Access Credentials from disclosure to, discovery by, and unauthorized use by, third parties, (ii) require all Authorised Personnel not to provide any Access Credentials to any third party, and (iii) remain fully responsible and liable for any use, including any misuse, abuse, or unauthorized use, of any Access Credentials. Discloser shall reinstate the access to Data once it has established the cause of the suspension has been remedied or ceased to exist.

- 5.7 In the event of any actual or suspected misuse, abuse, or unauthorised use, or any suspected disclosure to or discovery by third parties, of any Access Credentials, or of any actual or suspected attempt to engage in any of the foregoing, Recipient will notify Discloser without undue delay.

Authorised personnel

- 5.8 Recipient shall remain accountable and responsible for all actions by the Authorised Personnel granted access to the requested Data and will ensure that Authorised Personnel comply with the requirements set forth in this Agreement that are applicable to Recipient as if such Authorised Individuals were directly bound by this Agreement. In the event that an Authorised User is no longer involved in the applicable Research Project or no longer requires access to the Data for any reason, Recipient will promptly notify Discloser and, if relevant, Discloser may terminate such Authorised User's access to the requested Data (including by suspending or revoking his or her Access Credentials as set forth below).

Access requests

- 5.9 Recipients may request changes to the Research Data using the pro-forma amendment request letter in Annex V (each such request, a **"Data Access Request"**).
- 5.10 Discloser will review each Data Access Request and will allow each new Data Access Request, unless Discloser reasonably considers that the Data Access Request would lead to a material change to the Research Data or the Research Project, or would not comply with the Code. Discloser will confirm its decision to the Recipient in writing. Discloser must keep a written record of the Data Access Request, the decision of whether or not to share the requested Research Data and information regarding its assessment, including the information relevant to the assessment of a Data Access Request. **[Drafting Note: It is recommended that, where possible, a diagram is included in this Agreement to show how to decide whether to share Research Data]** If the Discloser denies a Data Access Request, Discloser will seek to identify the aspects of the Data Access Request with which Discloser is concerned and, if applicable, suggest alternate categories of Research Data that Discloser could make available to the Potential Recipient that would enable Potential Recipient to achieve its research goals in connection with the Research Project. If applicable, Potential Recipient may submit a revised Data Access Request that addresses the concerns raised by Discloser.

6. TRANSFERS

- 6.1 Any Restricted Transfers from Discloser to Recipient and any onward Restricted Transfers from Recipient to third parties are set out in Annex I(B)(II), sections (xiv)

and (xv). Where Recipient intends to make an onward Restricted Transfer to a third party that is not set out in Annex I(B)(II), section (xv), Recipient shall notify Discloser in writing of such Restricted Transfer.

- 6.2 In the event of a Restricted Transfer from Discloser to Recipient, each Researcher and the Platform agree to comply with the obligations set out in the Standard Contractual Clauses (where such Restricted Transfer would be unlawful under Data Protection Legislation without such Standard Contractual Clauses being in place) as though they were set out in full in this Agreement with the data exporter and data importer as identified in Annex I(A) and with the parties signature and dating of the Agreement being deemed to be the signature and dating of the Standard Contractual Clauses.
- 6.3 For the purposes of the EU Standard Contractual Clauses as applicable pursuant to clause 5.1, the following shall apply:
 - 6.3.1 Clause 17 (Governing law): as identified in section (i) of Annex III; and
 - 6.3.2 Clause 18 (Choice of forum and jurisdiction): as identified in section (ii) of Annex III.
- 6.4 The parties agree that the EU Standard Contractual Clauses shall no longer apply under this Agreement at the point when the Code constitutes a transfer safeguard pursuant to Article 46(2)(e) of the EU GDPR in relation to the Restricted Transfer of personal data subject to EU GDPR in connection with this Agreement.
- 6.5 The parties agree that the UK Standard Contractual Clauses shall no longer apply under this Agreement at the point when the Code constitutes a transfer safeguard pursuant to Article 46(2)(e) of the UK GDPR in relation to the Restricted Transfer of personal data subject to UK GDPR in connection with this Agreement.

7. LICENCE AND USE

- 7.1 Without the prior written authorisation of Discloser, Recipient shall not sell, rent, or commercially exploit any Research Data, or any portion or derivative thereof (including any data models derived therefrom), to any third party for any purpose whatsoever, save as permitted by law.
- 7.2 To the extent any Data is disclosed in connection with this Agreement, upon the disclosure of such Data, the relevant Discloser grants a non-exclusive, royalty-free, non-transferable licence to the relevant Recipient to use any Intellectual Property Rights subsisting in or related to the disclosed Data as is reasonably necessary for the Recipient to achieve the specific aims of the Research Project as set out in Annex I(B) to exercise any rights or fulfil any obligations of the Recipient under this Agreement. Each aforementioned licence shall terminate automatically upon the earlier of: (i) the end of the Access Period; or (ii) the Recipient ceasing to be a party to this Agreement or upon the termination of the relevant Recipient's rights under this Agreement.

8. WARRANTIES

Mutual warranties

- 8.1 Each party represents, warrants and undertakes that it is duly incorporated and validly existing under the Laws of the jurisdiction listed in the Registered Office column against its name in Annex I(A).

- 8.2 Each party represents, warrants and undertakes that it has the requisite power, right and authority to enter into and perform its obligations under this Agreement, and this Agreement, when executed, will constitute valid, lawful and binding obligations on it, enforceable in accordance with its terms.

Exclusion of implied warranties

- 8.3 The express terms and conditions of this Agreement will apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise (including implied undertakings of satisfactory quality and fitness for purpose), all of which are excluded to the fullest extent permitted by law.

9. CONFIDENTIALITY

- 9.1 Each Receiving Party shall only use and disclose (including making copies of) Confidential Information in connection with and to the extent necessary for the purposes of this Agreement and in connection with and for the furtherance of Research Projects and as permitted by clauses 9.2 and 9.3
- 9.2 The Receiving Party may disclose any Confidential Information to any regulator, law enforcement agency or other third party if it is required to do so by law, regulation, or similar authority. In those circumstances the Receiving Party shall (to the extent practical and lawful to do so) notify the relevant Disclosing Party in writing as soon as practicable before the disclosure and use all reasonable endeavours to consult with the relevant Disclosing Party with a view to agreeing the timing, manner and extent of the disclosure.
- 9.3 To the extent that any other provision of this Agreement contains restrictions or limitations on the processing of personal data which goes beyond clauses 9.1, 9.2 and 9.3, then the relevant other provision of this Agreement shall prevail.
- 9.4 Each party acknowledges that damages alone would not be an adequate remedy in the event of breach by the other party of the provisions of this clause 9. Accordingly, it is agreed that any party shall be entitled, without proof of special damages, to seek an injunction or other interim remedy for any threatened or actual breach of this clause 9 by the other party, without prejudice to any other rights and remedies which that first party may have.

10. LIMITATION OF LIABILITY

- 10.1 Nothing in this Agreement shall operate so as to exclude or limit the liability of either party to the other for:
- 10.1.1 death or personal injury arising out of negligence;
 - 10.1.2 fraud or fraudulent misrepresentation; or
 - 10.1.3 any other liability that cannot be excluded or limited by law.
- 10.2 Each party shall be liable to the other party/ies for any damages it causes the other party/ies by any breach of this Agreement.
- 10.3 Where more than one party is responsible for any damage caused to the data subject as a result of a breach of this Agreement, it is acknowledged that all responsible parties

may be jointly and severally liable and the data subject may be entitled to bring an action in court against any of the parties.

10.4 The parties agree that if one party is held liable under clause 10.3, it shall be entitled to claim back from the other party/ies that part of the compensation corresponding to its/their responsibility for the damage.

10.5 Recipient may not invoke the conduct of a processor to avoid its own liability.

11. NEW RESEARCHERS

11.1 An additional Researcher involved in the Research Project (a “**New Researcher**”) shall automatically become a party to this Agreement and be bound by the terms of the Agreement if, and once, both of the following conditions are fulfilled:

11.1.1 the New Researcher entity wishing to become a party has validly signed the relevant Declaration of Accession in the form of Annex IV; and

11.1.2 the signed Declaration of Accession has been accepted by Platform and the other parties to this Agreement hereby authorise Platform to do this at its reasonable discretion.

11.2 Annex I shall be considered amended automatically updated upon the accession of a New Researcher in accordance with clause 11.1. Platform shall maintain a list of the parties to this Agreement and additions to Annex I(A), in respect of the New Researcher.

12. TERM AND TERMINATION

12.1 This Agreement commences on the Effective Date and continues for as long as Research Data is shared between any Researcher and Platform in connection with the Research Project.

12.2 Recipient shall promptly inform Discloser if it is unable to comply with this Agreement, for whatever reason.

12.3 In the event that Recipient is in breach of this Agreement or unable to comply with this Agreement, Discloser shall be entitled to suspend the transfer of Research Data to the Recipient until compliance is again ensured or the Agreement is terminated.

12.4 Discloser shall be entitled to terminate this Agreement where:

12.4.1 Discloser has suspended the transfer of Research Data to Recipient pursuant to clause 12.3 and compliance with this Agreement is not restored within a reasonable time and in any event within one month of suspension;

12.4.2 Recipient is in substantial or persistent breach of this Agreement; or

12.4.3 Recipient fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under this Agreement.

12.5 Upon termination or expiration of this Agreement for any reason:

12.5.1 any Research Data that has been shared shall at the choice of the Discloser immediately be returned to the Discloser or deleted in its entirety and the same shall apply to any copies of the Research Data. Recipient shall certify the

deletion of the Research Data to the Discloser. Until the Research Data is deleted or returned, Recipient shall continue to ensure compliance with this Agreement. In case of local laws applicable to Recipient that prohibit the return or deletion of the Research Data, Recipient warrants that it will continue to ensure compliance with this Agreement and will only process the Research Data to the extent and for as long as required under that local law;

12.5.2 Receiving Party shall return or destroy, and (in each case) make no further use of Disclosing Party's Confidential Information (except the Discloser may retain reasonable professional records of the Recipient's and its Authorised Personnel's access to Research Data and shall be entitled to retain the Recipient's Confidential Information for the purposes of internal audit, litigation and/or to comply with applicable Laws);

12.5.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiration, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced; and

12.5.4 any provisions which are necessary for the interpretation or enforcement of this Agreement shall continue in force notwithstanding termination.

13. NO WAIVER

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy. If a party waives a right, power or remedy arising as a result of a breach of any provision of this Agreement, this shall not operate as a waiver of any right, power or remedy arising as a result of any subsequent breach of that provision or any other provision of this Agreement, which will instead require a variation to this Agreement in accordance with clause 19.

14. REMEDIES CUMULATIVE

The rights, powers and remedies provided in this Agreement are (except as expressly provided) cumulative, and not exclusive of, any rights, powers and remedies provided by law or otherwise.

15. SEVERABILITY

15.1 If any provision, or part of a provision, of this Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of the provisions of this Agreement shall not be affected, unless otherwise required by operation of applicable law.

15.2 The parties shall use reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to this Agreement which may be necessary in order to achieve, to the greatest extent possible, the same commercial effect as would have been achieved by the provision, or part-provision, in question and with no fundamental change to the bargain between the parties.

16. ENTIRE AGREEMENT

- 16.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all agreements, arrangements, promises, undertakings, proposals, warranties, representations and understandings between them at any time before their respective signature ("**Pre-Contractual Statements**"), whether written or oral, relating to its subject matter.
- 16.2 Each party acknowledges that in entering into this Agreement, it does not rely on any Pre-Contractual Statement made by or on behalf of the other party (whether made innocently or negligently) in relation to the subject matter of this Agreement, other than those which are set out expressly in this Agreement.
- 16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on, and hereby waives all rights and remedies which might otherwise be available to it in relation to, any Pre-Contractual Statements.
- 16.4 Nothing in this clause shall limit or exclude the liability of either party arising out of any pre-contractual fraudulent misrepresentation or fraudulent concealment.

17. ASSIGNMENT

- 17.1 The parties may not assign, novate or otherwise transfer or dispose of any of its rights or obligations under this Agreement.
- 17.2 To the extent the performance of any of its obligations under this Agreement are sub-contracted, the party appointing the sub-contractor will be responsible for any acts and omissions of its sub-contractors as if they were that party's own acts or omissions.

18. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish or constitute any partnership or joint venture between the parties, create a relationship of principal and agent for any purpose between the parties, or authorise either party to make or enter into any commitments for or on behalf of the other party.

19. VARIATIONS

- 19.1 No variation of this Agreement shall be effective unless made in writing (which excludes email) and signed by or on behalf of each of the parties or by their duly authorised representatives.

[Drafting Note: The following provisions are optional]

- 19.2 Each Researcher hereby appoints [*insert name of lead Researcher*] to act non-exclusively on its behalf to agree changes to this Agreement (subject to clause 19.3 of this Agreement) and to submit Data Access Requests on behalf of any Researcher.
- 19.3 [*insert name of lead Researcher*] shall maintain the Agreement, in a manner reasonably accessible to each Researcher, such as through the use of a shared online platform. Any changes to the Agreement shall be notified to each Researcher in writing by [*insert name of lead Researcher*] and absent objection within fifteen (15) business days after such amendment is notified, the Agreement shall be deemed modified accordingly and effective.

20. THIRD PARTY RIGHTS

Except as provided for in applicable Standard Contractual Clauses in relation to the Standard Contractual Clauses and clause 6.6.2, a person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

21. NOTICES

- 21.1 Any notice given to a party under or in connection with this Agreement shall be in writing by email and shall be sent to the relevant email address specified in Annex I(A) (or an address substituted in writing by the party to be served).
- 21.2 Any notice shall be deemed to have been received if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when Business Hours resume. In this clause 21.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. GOVERNING LAW AND JURISDICTION

- 22.1 Except as provided for in applicable Standard Contractual Clauses in relation to the Standard Contractual Clauses, this Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law identified in Annex I(B)(II), section (xvii).
- 22.2 Except as provided for in applicable Standard Contractual Clauses in relation to the Standard Contractual Clauses, each party irrevocably agrees that the courts of the jurisdiction identified in Annex I(B)(II), section (xviii) shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement entered into under it, or their subject matter or formation.

AS WITNESS this Agreement has been signed by or on behalf of the parties by their authorised representatives.

For and on behalf of Platform: As set out in Annex I(A).

For and on behalf of each Researcher: As set out in Annex I(A).

ANNEX I(A)

LIST OF PARTIES

Discloser / data exporter: [Platform / Researchers] **[Drafting Note: Select as appropriate]**

Full Name	Registered office	Company number (if applicable)	Name and contact details of the data protection officer (or, if not applicable, a contact point who has responsibility for data sharing)	Name and contact details of the EU and/or UK representative under Article 27 GDPR / UK GDPR	Activities relevant to the Research Data transferred	Role	Email address for the purposes of notice under clause 21	Signature
[insert]	[insert]	[insert]	[insert]	[insert]	[insert]	[insert – controller or joint controller]	[insert]	Name and Title: Position: Signature: Date:

Recipient / data importer: [Platform / Researchers] **[Drafting Note: Select as appropriate]**

Full Name#	Registered Office	Company number (if applicable)	Name and contact details of the data protection officer (or, if	Name and contact details of the EU and/or UK representative	Activities relevant to the Research Data transferred	Role	Email address for the purposes of notice under clause 21	Signature

			not applicable, a contact point who has responsibility for data sharing)	ve under Article 27 GDPR / UK GDPR				
[insert]	[insert]	[insert]	[insert]	[insert]	[insert]	[insert – controller, processor or joint controller]	[insert]	Name and Title: Position: Signature: Date:

[Drafting Note: Insert other rows as required]

ANNEX I(B)(I)

DESCRIPTION OF DATA SHARING¹(

[Drafting Note: Complete this Annex]

(i) Categories of data subjects whose personal data is transferred	<ul style="list-style-type: none">• [insert]
(ii) Categories of personal data transferred	<ul style="list-style-type: none">• [insert]
(iii) Special categories of personal data transferred (if applicable) and applied restrictions or safeguards in respect of such personal data²	<ul style="list-style-type: none">• [insert, if applicable]
(iv) Criminal offence data transferred (if applicable)	<ul style="list-style-type: none">• [insert, if applicable]
(v) Frequency of the transfer	<ul style="list-style-type: none">• [insert]
(vi) Subject matter and nature of the processing	<ul style="list-style-type: none">• [insert]
(vii) Purpose(s) of the data transfer and further processing	<ul style="list-style-type: none">• [insert]
viii) Period for which the personal data will be retained or, if that is not possible, the criteria used to determine that period	<ul style="list-style-type: none">• [insert]

¹ Including, where applicable, description of transfer for the purposes of the Standard Contractual Clauses

² These must fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures

ANNEX I(B)(II) – Additional information required for the Agreement

(i)	Description of the research project(s) for which Research Data will be shared pursuant to this Agreement	[insert]
(ii)	Specific aims of the Research Project, why the Research Data sharing is necessary to achieve those aims and the benefits the parties hope to bring to individuals or to society more widely	[insert]
(iii)	Description of the joint processing activities carried out where Discloser and Recipient are joint controllers in respect of the Research Data (where applicable)	[insert]
(iv)	Description of the same processing activities carried out where Discloser and Recipient are involved in the same processing activity in respect of the Research Data (where applicable)	[insert]
(v)	Anticipated individuals or categories of persons who will have access to the Research Data	[insert]
(vi)	Timescale for assessing the ongoing effectiveness of this Research Data sharing initiative and this Agreement	[insert]
(vii)	Anticipated jurisdictions applicable to Discloser and each Recipient in relation to its processing activities	[insert]
viii)	Discloser's lawful basis for sharing the personal data under Article 6 and, where applicable 9 or 10 of GDPR/UK GDPR or any applicable exemption (include a summary of the key legislative and other legal provisions, any law which provides the legal power for the personal data sharing and links to any	[insert] [Drafting Note: If Discloser is using consent as a lawful basis for disclosure, then this Agreement should provide a model consent form. The parties should also address issues surrounding the withholding or retraction of consent.]

	authoritative professional guidance)	
(ix)	Recipient's lawful basis for processing shared personal data under Article 6 and, where applicable 9 or 10 of GDPR/UK GDPR or any applicable exemption (include a summary of the key legislative and other legal provisions, any law which provides the legal power for the processing and links to any authoritative professional guidance)	
(x)	Procedures for compliance with individual rights under Data Protection Legislation or details of any applicable exemption	[insert]
(xi)	Process for making information pursuant to Articles 13 and 14 GDPR / UK GDPR available to data subjects (or exemptions, if applicable) in relation to the transfer of personal data and further processing	[insert]
(xii)	Manner for providing access	[for example: online platform; on-site access. If specific tools will be made available, these should be listed here]
xiii)	Measures for ensuring accuracy of personal data	[insert]
xiv)	Agreed Restricted Transfers from Discloser to Recipient	[insert]
(xv)	Agreed onward Restricted Transfers from Recipient to third parties	[insert]
xvi)	Controller's safeguards for the purposes of Article 89(1) GDPR/UK GDPR (where applicable)	[insert]
xvii)	Governing law of the Agreement	[insert] [Drafting Note: Ensure that the chosen governing law allows contractual third party beneficiary rights]
viii)	Jurisdiction of the Agreement	[insert]
xix)	Access Period	[insert]
(xx)	Involvement of Data Protection Officers	[confirm if DPO for Discloser and Recipients has been consulted over the Research Project]

xxi) Completion of Data Protection Impact Assessment	[confirm if this has been done]
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ANNEX I(C)

COMPETENT SUPERVISORY AUTHORITY

[Drafting Note: Complete this Annex]

(i) Competent supervisory authority <u>(for the purposes of Part C of Annex 1 of the Standard Contractual Clauses (where applicable) only)</u>	[insert]
(ii) Competent supervisory authority/authorities for the Discloser in relation to the processing of personal data pursuant to this Agreement	[insert] [Drafting Note: documenting this will help the parties manage obligations and queries during the term of the agreement. Sometimes determining the competent authority is not straight-forward. In this case, the parties should make a reasonable effort to determine this]
(iii) Competent supervisory authority/authorities for the Recipient in relation to the processing of personal data pursuant to this Agreement	[insert] [Drafting Note: documenting this will help the parties manage obligations and queries during the term of the agreement. Sometimes determining the competent authority is not straight-forward. In this case, the parties should make a reasonable effort to determine this]

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

[Drafting Note: Complete this Annex]

Part A - Technical and organisational measures applicable to Recipient/data importer

(i)	Description of the technical and organisational measures implemented by each Recipient (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons:	[insert]
(ii)	Measures for ensuring data minimisation:	[insert]
(iii)	Measures for ensuring data quality:	[insert]
(iv)	Measures for ensuring limited data retention:	[insert]
(v)	Measures for ensuring accountability:	[insert]
(vi)	Measures for allowing data portability and ensuring erasure:	[insert]
(vii)	Rationale for the measures identified in this Part A:	[insert, making specific reference to how the risk matrix in Part II of the Code has been applied to the data processing envisaged by this Agreement]
(viii)	Any residual risk accepted by the parties:	[insert]

(ix) Process for monitoring the ongoing monitoring, review and improvement of the technical and organisational security standards set out in this Part A	[insert]
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Part B - Technical and organisational measures relevant to the access systems made available by Discloser

(i) Description of the technical and organisational measures implemented by the Discloser and Recipient to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons:	[insert]
(ii) Rationale for the measures identified in this Part B:	
(iii) Any residual risk accepted by the parties:	
(iv) Process for monitoring the ongoing monitoring, review and improvement of the technical and organisational security standards set out in this Part B	

ANNEX III
OTHER MATTERS

[Drafting Note: Complete this Annex]

(i) <u>Governing law (for clause 17 of the Standard Contractual Clauses (where applicable) only)</u>	[insert]
(ii) <u>Choice of forum and jurisdiction (for clause 18 of the Standard Contractual Clauses (where applicable) only)</u>	[insert]

ANNEX IV

FORM OF DECLARATION OF ACCESSION

DECLARATION OF ACCESSION

This Declaration of Accession by [insert legal name of new Researcher] of the registered office set out in Annex I(A) of this Declaration of Accession (the “**New Researcher**”) pursuant to the Data Sharing Agreement dated [date] (“**Data Sharing Agreement**”) is made effective as of [date] (the “**Accession Date**”).

- (a) The New Researcher confirms it has been provided with an up-to-date and full copy of the Data Sharing Agreement including its Schedules and Annexes to Schedules, as may have been amended from time to time.
- (b) The New Researcher agrees to be party to the Data Sharing Agreement according to the role or roles as specified in Annex I(A) of this Declaration of Accession and be bound by its provisions and comply with the terms of the Data Sharing Agreement as a party with effect as from the Accession Date as if it had been a party to it on its date of execution and named in Annex I(A) of Schedule 1 of it, subject to this Declaration of Accession being accepted by [insert legal name of Platform] (“**Platform**”) pursuant to clause 11.1.2 of the Data Sharing Agreement.
- (c) The information in Annex I of this Declaration of Accession shall be deemed to be a part of Annex I(A) of Schedule 1 of the Data Sharing Agreement under the [[‘**Recipient / data importer**’] OR [‘**Discloser / data exporter**’]] heading.
- (d) The governing law and jurisdiction provisions in clause 21 of the Data Sharing Agreement also apply to this Declaration of Accession.

For and on behalf of New Researcher: As set out in Annex I of this Declaration of Accession.

The accession of the New Researcher to the Data Sharing Agreement as set forth above is accepted by Platform pursuant to clause 11.1.2 of the Data Sharing Agreement, causing the New Researcher to be a party to the Data Sharing Agreement as set out above as of the Accession Date:

For and on behalf of Platform:

Name and Title:

Position:

Signature:

Date:

ANNEX I TO THE DECLARATION OF ACCESSION

[Discloser / data exporter:] OR [Recipient / data importer:] **[Drafting Note: Select as appropriate]**

Full Name of Researchers /researchers	Registered Office	Company number (if applicable)	Name and contact details of the data protection officer (or, if not applicable, a contact point who has responsibility for data sharing)	Name and contact details of the EU and/or UK representative under Article 27 GDPR / UK GDPR	Activities relevant to the Research Data transferred	Role	Email address for the purposes of notice under clause 21	Signature
[insert]	[insert]	[insert]	[insert]	[insert]	[insert]	[insert – controller or joint controller]	[insert]	Name and Title: Position: Signature: Date:

ANNEX V

PRO-FORMA UPDATE TO RESEARCH PROJECT DETAILS

Note: To be sent on headed notepaper of the Researcher

Data sharing agreement between [insert] dated [insert] relating to [insert title of Research Project] (“Agreement”)

Update to details of Research Project, #[insert]

In line with clause 2.2 of the Agreement, this letter sets out details of changes to the specific details of the Research Project. The details that have changed are as specified in the tables below (and it is agreed that the information in Annex I(B)(I), Annex I(B)(II) and Annex I(C) shall be updated accordingly). If the information fields in the tables below are left blank or it is indicated that there are no changes, then the relevant information fields in Annex I(B)(I), Annex I(B)(II) and Annex I(C) shall continue to apply.

If you have any queries about these changes, please contact the author of this letter. If you are happy with the changes, please indicate this by counter-signing a copy of this letter and returning it to the author.

ANNEX I(B)(I)

DESCRIPTION OF DATA SHARING³

(i) Categories of data subjects whose personal data is transferred	
(ii) Categories of personal data transferred	
(iii) Special categories of personal data transferred (if applicable) and applied restrictions or safeguards in respect of such personal data⁴	
(iv) Criminal offence data transferred (if applicable)	

³ Including, where applicable, description of transfer for the purposes of the Standard Contractual Clauses

⁴ These must fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures

(v)	Frequency of the transfer	
(vi)	Subject matter and nature of the processing	
(vii)	Purpose(s) of the data transfer and further processing	
viii)	Period for which the personal data will be retained or, if that is not possible, the criteria used to determine that period	

ANNEX I(B)(II) – Additional information required for the Agreement

(i)	Description of the research project(s) for which Research Data will be shared pursuant to this Agreement	
(ii)	Specific aims of the Research Project, why the Research Data sharing is necessary to achieve those aims and the benefits the parties hope to bring to individuals or to society more widely	
(iii)	Description of the joint processing activities carried out where Discloser and Recipient are joint controllers in respect of the Research Data (where applicable)	
(iv)	Description of the same processing activities carried out where Discloser and Recipient are involved in the same processing activity in respect of the Research Data (where applicable)	
(v)	Anticipated individuals or categories of persons who will have access to the Research Data	
(vi)	Timescale for assessing the ongoing effectiveness of this Research Data sharing initiative and this Agreement	
(vii)	Anticipated jurisdictions applicable to Discloser and each Recipient in relation to its processing activities	
viii)	Discloser's lawful basis for sharing the personal data under Article 6 and, where applicable 9 or 10 of GDPR/UK GDPR or any applicable exemption (include a summary of the key legislative and other legal provisions, any law which provides the legal power for the personal data sharing and links to any	

	authoritative professional guidance)	
(ix)	Recipient's lawful basis for processing shared personal data under Article 6 and, where applicable 9 or 10 of GDPR/UK GDPR or any applicable exemption (include a summary of the key legislative and other legal provisions, any law which provides the legal power for the processing and links to any authoritative professional guidance)	
(x)	Procedures for compliance with individual rights under Data Protection Legislation or details of any applicable exemption	
(xi)	Process for making information pursuant to Articles 13 and 14 GDPR / UK GDPR available to data subjects (or exemptions, if applicable) in relation to the transfer of personal data and further processing	
(xii)	Manner for providing access	
xiii)	Measures for ensuring accuracy of personal data	
xiv)	Agreed Restricted Transfers from Discloser to Recipient	
(xv)	Agreed onward Restricted Transfers from Recipient to third parties	
xvi)	Controller's safeguards for the purposes of Article 89(1) GDPR/UK GDPR (where applicable)	
xvii)	Governing law of the Agreement	
viii)	Jurisdiction of the Agreement	
xix)	Access Period	
(xx)	Involvement of Data Protection Officers	
xxi)	Completion of Data Protection Impact Assessment	

ANNEX I(C)

COMPETENT SUPERVISORY AUTHORITY

(i)	Competent supervisory authority <u>(for the purposes of Part C of Annex 1 of the Standard Contractual Clauses (where applicable) only)</u>	
(ii)	Competent supervisory authority/authorities for the Discloser in relation to the processing of personal data pursuant to this Agreement	
(iii)	Competent supervisory authority/authorities for the Recipient in relation to the processing of personal data pursuant to this Agreement	

For and on behalf of Researcher:

Name and Title:

Position:

Signature:

Date:

For and on behalf of Platform:

Name and Title:

Position:

Signature:

Date: