

**Radboud University**

*Nijmegen, the Netherlands*



## **Data Sharing Agreement**

between

**Katholiek Documentatie Centrum (Radboud University)**

and

**[xxx]**

## THE UNDERSIGNED:

1. **Stichting Radboud Universiteit** (with its legal address at Geert Grooteplein-Noord 9, 6525 EZ Nijmegen) more particularly Katholiek Documentatie Centrum (with its offices at Erasmuslaan 36, 6525 GG Nijmegen), represented by its legal representative J.L. Krabbendam, Executive director of the Katholiek Documentatie Centrum, hereinafter referred to as '**KDC**'

and

2. **XXX** (with its legal address at [address]), having its office at [address, country], represented by its legal representative [Party], [function], hereinafter referred to as '**XXX**'.

The foregoing entities are also individually referred to as '**Party**' and collectively referred to as '**Parties**'.

## WHEREAS:

- A. [XXX] wishes to perform (scientific) research and wishes to use certain data derived from research to which KDC has the rights;
- B. KDC is willing to provide [XXX] with such data as set forth in this Data Sharing Agreement for the purpose of the Research and for no other purpose.

## THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

### 1. Data sharing

- 1.1 KDC will provide [XXX] with access to data as identified in Annex A, hereinafter referred to as '**Data**', with the sole purpose of executing the research project as described in Annex B, hereinafter referred to as '**Research**'.
- 1.2 The property of the Data remains at KDC.
- 1.3 Each Party is responsible for ensuring that their collection, processing and sharing of personal data and / or special categories of personal data are in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the General Data Protection Regulation (GDPR)) and other applicable regulation on personal data. The Parties will therefore ensure the legal foundation for the collection and processing of personal data and ensure the contractual basis and take required security measures in accordance with GDPR before sharing any personal data and / or special categories of personal data. If possible, the data is shared anonymously. In the case that specific data can't be shared anonymously, Parties process personal data in accordance with all the requirements defined by the GPDR and any other applicable law.
- 1.4 [XXX] is allowed to store, process, and analyse the Data for the purpose of the Research and for no other purpose, as well as to publish Results of the Research.

## **2. Results**

- 2.1 All results, including but not limited to discoveries, developments, inventions (whether patentable or not), methods, reports, know-how, or trade secrets, and any intellectual property rights pertaining thereto, which are made by [XXX] as a result of the conduct of the Research ('**Results**') of the Data, shall be the sole property of [XXX].
- 2.2 Results will be shared by [XXX] with KDC. KDC will be granted a non-exclusive, royalty free fully paid up and non-sub-licensable license to use the Results for non-commercial internal research and/or educational purposes.

## **3. Publication**

- 3.1 [XXX] is allowed to publish the Results.
- 3.2 [XXX] agrees to recognise the contribution of KDC as the source of the Data in publications.

## **4. Representations and warranties**

- 4.1 KDC represents and warrants:
- a. that the Data has been collected in accordance with all applicable local and international laws and regulations;
  - b. that it has all necessary rights and consents and that it has obtained or will obtain regulatory or ethics approvals necessary to collect the Data and to transfer the Data to KDC.
- 4.2 Other than the warranties set out in Clause 4.1, the data is provided by KDC to [XXX] without any warranties whatsoever, expressed or implied, including any warranties for merchantability or fitness for a particular purpose.
- 4.3 [XXX] represents and warrants:
- a. that the Data shall be used and the Research shall be performed in accordance with all applicable local and international laws and regulations and common scientific standards;
  - b. the Data will solely be used by the persons mentioned in Annex B, only for the purpose of the Research and for no other purpose;
  - c. not to redistribute or share the data with others without obtaining prior written (which shall include consent by e-mail) consent from KDC.
- 4.4 [XXX] makes no representation and gives no warranty that the Results or the information contained in the Results are complete, accurate and/or fit for any particular purpose. Use of the Results by KDC shall be at KDC's own risk.

## **5. Liabilities and indemnification**

- 5.1 Each Party will indemnify and hold the other Party including its directors and/or employees,

harmless against all claims of any kind whatsoever that may result from any breach of this Agreement or gross negligence or willful misconduct by the indemnifying Party.

- 5.2 KDC shall not be liable toward [XXX] for any claims, costs or damages that may result, directly or indirectly, from [XXX]'s use of the Results, unless and to the extent that damage is caused by gross negligence or willful misconduct by KDC.
- 5.3 The Parties shall in no case be liable for any indirect, incidental or consequential damages, which shall include, but are not limited to: lost business or profits, loss of data or loss of use of equipment.

## 6. Duration and termination of the Agreement

- 6.1 This Agreement shall become effective on the date of the signature of the legal representative of the last party to sign this agreement (hereinafter referred to as the **'Effective date'**) and shall continue in effect until the Research has been completed.
- 6.2 Upon expiration of this Agreement, [XXX] shall follow the instructions provided by KDC in writing, concerning the return or destruction of the Data. However, [XXX] may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements under any law, and for the purposes of research integrity and verification.

## 7. Confidentiality

- 7.1 **'Confidential Information'** means any proprietary information, know-how, data, or procedure related to the Data or the Research and disclosed by one Party to another Party pursuant to its rights or obligations under this Agreement.
- 7.2 A Party's Confidential Information is the sole property of that Party (**'the Disclosing Party'**). Parties agree not to disclose Confidential Information of the other party, except as necessary for the purpose described under this Agreement. **'The Receiving Party'** shall safeguard Confidential Information of the other Party with the same standard of care that is used with its own confidential information, but in no event less than reasonable care.
- 7.3 The obligations under this Clause 7 shall not extend to any Confidential Information that:
- a. was in the public domain prior to the disclosure under this Agreement;
  - b. was already known by the Receiving Party or was in Receiving Party's possession prior to the disclosure under this Agreement, provided it was not acquired under confidentiality obligations directly or indirectly from the Disclosing Party;
  - c. was independently developed by Receiving Party without recourse to the Confidential Information of Disclosing Party;
  - d. became part of the public domain through no act or omission of the Receiving Party after disclosure under this Agreement;
  - e. was received by the Receiving Party from a third party who was legally entitled to disclose that information;

- f. is required under a statutory duty and/or court order to be disclosed, provided that prompt advance notice is given to the Disclosing Party and such disclosure shall be as limited as possible.

## **8. Miscellaneous**

- 8.1 Neither Party will use the logo or name of the other Party or the name of an employee of the other Party for promotional purposes, in any publicity, advertising or news release, without prior written approval, such approval not to be unreasonably withheld.
- 8.2 Modifications, changes, and extensions of this Agreement are only binding after these have been agreed upon in writing and signed by the legal representatives of both Parties.
- 8.3 The rights and obligations of a Party as determined in this Agreement may not be assigned to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 8.4 In case of force majeure the Party concerned is entitled to suspend the obligations for the duration and extent of the force majeure, provided that the other Party has been notified in writing of the force majeure. Force majeure will concern those situations which prevent a Party from fulfilling its obligations under the Agreement and which are not attributable to the Party concerned pursuant to law, this agreement or according to generally accepted standards.
- 8.5 The invalidity or unenforceability of any particular provision of this agreement shall not affect any other provisions therein. The agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 8.6 No terms and conditions of the Parties will apply to this Agreement.
- 8.7 Unless otherwise specified, this Agreement and the below listed Attachments embody the entire agreement between [XXXX] and KDC regarding the transfer of the Data.

## **9. Governing law**

- 9.1 This Agreement will be governed by the laws of the Netherlands.
- 9.2 Any disputes arising out of or in connection with this agreement, including disputes concerning the existence and validity thereof, which cannot be solved amicably shall be resolved exclusively by the competent courts in Arnhem, the Netherlands.

**IN WITNESS HEREOF:**

**Katholiek Documentatie Centrum**

Signature: \_\_\_\_\_

Name:

Title:

Date:

[xxx]

Signature: \_\_\_\_\_

Name:

Title:

Date:

## **ANNEX A - Access to data**

## **ANNEX B – (Research) project**