

**COVID-19 DATA PLATFORM  
DATA TRANSFER AGREEMENT**

**BACKGROUND:**

- (A) The COVID-19 Data Platform is a global data sharing initiative. The Platform aims to reduce the impact of COVID-19 through rapid access and responsible reuse of clinical data. The Platform is led and administered by the Infectious Diseases Data Observatory (“**IDDO**”) and the International Severe Acute Respiratory and emerging Infections Consortium (“**ISARIC**”).
- (B) IDDO and ISARIC are based at the University of Oxford. The University of Oxford is responsible for ISARIC’s and IDDO’s obligations set out in this Agreement.
- (C) The Data Access Committee or “**DAC**” is an independent group of experts appointed to review and make decisions regarding applications for access to data stored on the Platform by researchers and institutions. The DAC membership, Terms of reference and decisions are available at [www.iddo.org/covid19/governance/covid-19-data-access-committee](http://www.iddo.org/covid19/governance/covid-19-data-access-committee).
- (D) The Recipient wishes to access the Dataset for the purposes set out in the Application, which has been approved by the DAC. The Parties have agreed to enter into this Agreement which sets out the terms on which the Recipient may use the Dataset.

**THIS AGREEMENT is effective as of the date of last signature (“Effective Date”)**

**BETWEEN:**

- (1) **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**, whose administrative office is at University Offices, Wellington Square, Oxford, OX1 2JD, United Kingdom and within whom the **Infectious Disease Data Observatory (IDDO)** and **International Severe Acute Respiratory and Emerging Infection Consortium (ISARIC)** are based (“**University of Oxford**”), and
- (2) THE RECIPIENT INSTITUTION named on the signature page of this document (the “**Recipient**”),  
(each a “**Party**” and together the “**Parties**”).

**FOR THE TRANSFER OF THE DATASET TO CONDUCT THE RESEARCH OUTLINED IN SCHEDULE 2.**

**NOW IT IS AGREED** as follows:

**1. DEFINITIONS**

In this Agreement:

“**Applicable Regulations**” means all laws, regulations, regulatory requirements and authorisations, decisions and guidance of regulatory authorities or other requirements applicable in the context of this Agreement;

“**Application**” means the application submitted by the Recipient to access the Dataset as may be amended from time to time, a current copy of which is appended to Schedule 2;

“**Background IP**” means all Intellectual Property Rights held by a Party prior to receiving access to the Dataset;

**“Confidential Information”** means the Dataset and any and all information disclosed by or on behalf of IDDO at any time that would be regarded as confidential by a reasonable person or information which is identified as being confidential or otherwise designated to show expressly that it is imparted in confidence;

**“Data Contributors”** means the person(s) that provided the Dataset(s) as set out in Schedule 1;

**“Dataset”** means the data more particularly described in Schedule 1. The Dataset is pseudonymised, meaning that individual-level data relating to a natural person within the Dataset is no longer identifiable from those data by virtue of omission, obfuscation or replacement with a safeguarded, non-identifiable code.

**“Derived Data”** means any data derived from use or analysis of the Dataset in the course of the Research and any collections of data, datasets and databases housing the foregoing and any database rights in or relating thereto;

**“COVID-19 Data Platform”** or **“Platform”** means the platform developed and maintained by the University of Oxford on which data concerning COVID-19 contributed by a variety of Data Contributors (including those listed in Schedule 1) are collated and curated;

**“Enriched Data”** means any new or additional data that is collected by the Recipient for the purpose of the Research and which incorporates the Dataset (or any part thereof) and any collections of data, datasets and databases housing the foregoing and any database rights in or relating thereto;

**“Intellectual Property Rights”** means any and all patents, copyright, registered designs, design rights, trade marks, database rights, regulatory rights in data exclusivity and market exclusivity (including under Directive 2001/83/EC and any national implementing legislation), know how and any other intellectual property rights anywhere in the world in each case whether registered or unregistered, including any and all applications for such rights and the right to make such applications 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;

**“Publication”** means any abstracts, reports, external communication, websites, presentations or peer-reviewed scientific publications that contain information, data or Research Results that are directly or indirectly related to the Dataset(s) and **“Publish”** shall be construed accordingly;

**“Research”** means the research to be performed by the Recipient as described in the Application;

**“Research Results”** means the results of the research performed by Data Recipients using the Data, including all Intellectual Property Rights, Derived Data and Enriched Data that are generated, or otherwise collected, arising, identified or first reduced to practice, in the course of research (but excluding the Data);

**“Research Team”** means the principal researcher and the individuals directly involved in the performance of the Research who are named on the Application;

**“Schedule”** means a schedule to this Agreement;

**“Term”** means the duration stated in the Application; and

**“Third Party”** means any entity or person other than the Parties.

## **2. DATA TRANSFER**

- 2.1 The University of Oxford shall provide the Dataset to the Recipient following execution of this Agreement by both Parties.
- 2.2 The Recipient has the right to use the Dataset solely for the purposes of the Research which shall be conducted by the Research Team.
- 2.3 The Recipient will not transfer the Dataset or otherwise make it available to any Third Party.
- 2.4 Nothing in this Agreement shall prevent the University of Oxford or the Data Contributors from being able to use the Dataset for any purpose, including but not limited to distribution of the Dataset to Third Parties for research purposes.
- 2.5 The Recipient acknowledges that it shall have no rights in or to the Dataset other than the right to use it in accordance with the express terms of this Agreement.

## **3. RECIPIENT OBLIGATIONS**

- 3.1 The Recipient shall ensure that it and the members of the Research Team and any other member of staff, student or other person engaged by the Recipient in the Research undertakes to observe the terms of this Agreement and any further or supplementary agreement entered into between the Parties.
- 3.2 The Recipient acknowledges that the Dataset is pseudonymised and that the intention is that the University of Oxford shall not transfer, disclose or otherwise make available any personal data (as defined in the Data Protection Act 2018) to the Recipient. Notwithstanding, the Recipient shall immediately notify the University of Oxford if it becomes aware that the Dataset may or does contain personal data and shall follow the reasonable instructions issued by the University of Oxford.
- 3.3 The Recipient shall not:
  - 3.3.1 use the Dataset for any purpose other than the Research;
  - 3.3.2 use, attempt to use or permit use of the Dataset to re-identify or contact any individual (living or deceased), community or medical institution associated with the Dataset; or
  - 3.3.3 link, attempt to link or permit a Third Party to link the Dataset with any other data in a manner that may enable re-identification of individuals (living or deceased), communities or medical institutions associated with the Dataset; or
  - 3.3.4 during the period of this Agreement or thereafter, disclose to any persons other than the Research Team any Confidential Information except as expressly permitted by the terms of this Agreement.
- 3.4 The Recipient shall:
  - 3.4.1 ensure that each member of the Research Team is bound to comply with the terms of this Agreement including undertakings of confidentiality equivalent to those set forth in this clause; and
  - 3.4.2 take all practicable steps whilst such information is in its possession or control to prevent access thereto by any person not so entitled under this Agreement.

- 3.5 During the Term the Recipient shall:
- 3.5.1 contact the Data Contributor(s) named in Schedule 1 and invite its/their participation in the Research. The structure of participation can be decided between the Recipient and each Data Contributor;
  - 3.5.2 ensure that at all times it holds and maintains all necessary licences, permits and/or consents necessary for it to perform the Research;
  - 3.5.3 ensure that any regulatory and/or ethics committee approvals required for use of the Dataset in the Research are obtained before the Dataset is used;
  - 3.5.4 ensure that the Dataset is used in compliance with all Applicable Regulations, including without limitation, the UK Data Protection Act 2018, the European Convention on Human Rights and Biomedicine (1997) (including its additional protocols) and international best practices, standards and guidance, in particular relevant documents published by the World Health Organisation;
  - 3.5.5 observe the highest standards of ethics and integrity in the course of the Research in order to promote respect for human rights, human dignity and privacy;
  - 3.5.6 comply with any instructions or restrictions with respect to use of the Dataset that the University of Oxford may notify to the Recipient from time to time;
  - 3.5.7 notify the University of Oxford if it anticipates any changes to the Research and shall not implement any such change without obtaining prior written approval; and
  - 3.5.8 implement appropriate security measures to protect the Dataset from unauthorised access and/or disclosure. In particular the Recipient shall store the Dataset only on encrypted, access-limited, password-protected computers and/or servers. Any duplication of the Dataset must be fully documented such that all versions can be fully and permanently deleted on completion of the Term or earlier termination of this Agreement.
- 3.6 The Recipient warrants and undertakes to the University of Oxford that it has the right to enter into this Agreement;
- 3.7 The Recipient shall notify the University of Oxford immediately upon becoming aware of any unauthorised use or disclosure of, or access to, the Confidential Information and/or Dataset and the Recipient shall promptly take such action to remediate the same as IDDO and/or the DAC may reasonably require.

#### **4. REPORTING AND INTELLECTUAL PROPERTY**

- 4.1 The Recipient will provide at the end of the Term a written report describing in detail how it has used the Dataset, the Research Results and Publications produced, steps to protect any Intellectual Property Rights in the Research Results, and how the Recipient has ensured fair and equitable sharing of any societal and economic benefits that arise from the use of the Dataset, giving particular attention to low resource communities and populations.
- 4.2 All Background IP is and shall remain the exclusive property of the Party owning it (or, where applicable, the Third Party from whom its right to use the Background IP has derived) and nothing in this Agreement shall operate to transfer any Background IP of one Party to the other.

- 4.3 The Recipient grants the University of Oxford a licence (which is irrevocable, perpetual, transferable, non-exclusive, sub-licensable and royalty free) to use and make available the Research Results for research, humanitarian, education, public health emergency response and other non-commercial purposes.
- 4.4 The Recipient shall use diligent efforts to make sure that the Research Results are accessible and available including taking steps to disseminate the Research Results in countries where data in the Dataset were collected.
- 4.5 The Recipient agrees that it will not enter into any dealing whatsoever with any other person which conflicts with this Agreement. In particular, the Recipient shall:
- 4.5.1 not enforce any Intellectual Property Rights it may own with respect to the Research Results against any person without the University of Oxford's prior written consent;
  - 4.5.2 not draft or file any applications to obtain patent protection (or other similar or equivalent protection) with respect to the Research Results in any jurisdiction without the University of Oxford's prior written consent; and
  - 4.5.3 procure that all persons to whom the Recipient licenses the Research Results enter into a binding written agreement with the Recipient under which it agrees to comply with terms materially equivalent to those set out in this Clause.
- 4.6 The Recipient acknowledges that the University of Oxford may reproduce the contents of approved applications and the Research Results on their websites or other media with due attribution to the Recipient.

## **5. PUBLICATION**

- 5.1 The Recipient shall Publish or submit for Publication to an open-access, peer-reviewed journal, the Research Results (irrespective of the outcome of the Research) during the Term or such other period agreed between the Parties.
- 5.2 The Recipient shall ensure that Publications do not contain any information capable of identifying any individual (living or deceased) associated with the Dataset.
- 5.3 The Recipient shall take action to prevent discrimination, stigma or harm to any community identified in the Research Results.
- 5.4 Any Publication or presentation concerning the Dataset or the Research Results shall include the following acknowledgement: "This Research includes data provided by the COVID-19 Data Platform. The Platform is hosted and led by the Infectious Diseases Data Observatory (IDDO) and the International Severe Acute Respiratory and emerging Infections Consortium (ISARIC), who had no role in the production of this research"(amend the last section as appropriate if IDDO and/or ISARIC collaborate in the analysis and publication).
- 5.5 Any Publication or presentation concerning the Dataset or the Research Results shall include the acknowledgement or, if appropriate, authorship of the Data Contributor(s).

## **6. LIMITATIONS AND EXCLUSIONS**

- 6.1 Nothing in this Agreement excludes or limits the liability of either Party:
- 6.1.1 for death or personal injury caused by that Party's negligence; or

- 6.1.2 for fraud or fraudulent misrepresentation; or
- 6.1.3 to the extent that such liability cannot be limited or excluded by law.
- 6.2 Subject to Clause 6.1, in no event will the University of Oxford or the Data Contributor(s) be liable for any use of the Dataset by the Recipient, whether in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising.
- 6.3 The Recipient acknowledges that the Dataset is provided “as is” and the University of Oxford provides the Dataset without any representation or warranty of any kind.
- 6.4 Subject to Clauses 6.1, 6.2 and 6.3 and insofar as any liability may not be limited or excluded by law, the total liability of the University of Oxford, whether in contract, delict or otherwise, arising in connection with this Agreement shall not exceed ten thousand pounds sterling (£10,000) in aggregate.

## 7. DURATION AND TERMINATION

- 7.1 This Agreement, and the licences granted hereunder, shall commence on the later date of signature of the two Parties and, unless terminated earlier in accordance with this Clause, shall continue in force for the Term.
- 7.2 The Recipient or the University of Oxford may terminate this Agreement at any time by notice in writing to the other Party, such notice to take effect as specified in the notice.
- 7.3 Without prejudice to any other rights or remedies which the University of Oxford may have, if the University of Oxford reasonably considers that the Recipient is in breach of any of its obligations under this Agreement:
  - 7.3.1 the University of Oxford shall notify the Recipient and the Recipient shall not publish the Research Results or, to the extent already published, procure the withdrawal of the Research Results from all such publications; and
  - 7.3.2 the University of Oxford may terminate this Agreement forthwith by notice in writing to the Recipient.
- 7.4 Upon expiry or termination of this Agreement, all licences granted to Recipient pursuant to this Agreement will automatically terminate and the Recipient shall securely destroy the Dataset and all Confidential Information and all Enriched Data to the extent that they incorporate the Dataset (and all copies thereof) in its possession or control and shall certify in writing to the University of Oxford that it has done so.
- 7.5 The termination or expiry of this Agreement shall not prejudice or affect any accrued rights or liabilities of any of the Parties.
- 7.6 Upon termination of this Agreement for any reason the provisions of Clauses 1 (*Definitions*), 2.3 to 2.5 (inclusive) (*No transfer and reservation of rights*), 3.1 to 3.4 (inclusive), 3.6 and 3.7 (*Recipient Obligations*), 4 (*Reporting and Intellectual Property*), 5 (*Publication*), 6 (Limitations and Exclusions), 7 (*Duration and Termination*), **Error! Reference source not found.** (*General*), 8 (*Notices*), and 10 (*Governing Law*) shall remain in force.

## **8. GENERAL**

- 8.1 This Agreement may only be amended in writing signed by duly authorised representatives of the University of Oxford and the Recipient.
- 8.2 The Recipient shall not assign, mortgage, charge or otherwise transfer or deal with any rights or obligations under this Agreement without the prior written consent of the University of Oxford.
- 8.3 No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 8.4 If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.
- 8.5 Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.
- 8.6 Each Party shall at all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption including the UK Bribery Act 2010 (as may be amended from time to time) and shall have and maintain appropriate policies and procedures to ensure compliance with such requirements (which it shall enforce where appropriate). Each Party shall immediately notify the other Party of any demand for any undue financial or other advantage of any kind received by it in connection with the subject matter of this Agreement.
- 8.7 This Agreement, including its schedules, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. The Parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement.

## **9. NOTICES**

- 9.1 All notices to be given and other documentation to be sent under the terms of this Agreement may be delivered personally or via email to the following:
- 9.1.1 in the case of IDDO: covid19@iddo.org
- 9.1.2 in the case of the Recipient: the email specified on the signature page of this document
- 9.2 Notices sent as above shall be deemed to have been received: if delivered personally, when left at the address noted at the start of this Agreement (or such other address as may be notified to the other party in writing from time to time); or if sent by email, on the date the confirmation copy was deemed to have been received.

## **10. GOVERNING LAW**

The validity, construction and performance of this Agreement, and any contractual and non-contractual claims arising hereunder, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties hereby submit.

**EXECUTED**

For and on behalf of

**THE CHANCELLOR MASTERS AND SCHOLARS OF  
THE UNIVERSITY OF OXFORD**

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

Print name: \_\_\_\_\_

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

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

For and on behalf of

**[FULL NAME OF RECIPIENT INSTITUTION]**

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

Print name: \_\_\_\_\_

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

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

Acknowledged by

**[NAME OF PRINCIPAL RESEARCHER]**

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

Print name: \_\_\_\_\_

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

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

**Email address of Recipient for the  
purpose of Notices**

**Email: \_\_\_\_\_**



**SCHEDULE 1**  
**DATASET RELEASE COVER PAGE**

Dataset Release Version: XXX

X files are included in this release:

1. XXX
2. XXX

This file is the data dictionary to accompany the dataset:

3. XXX

**The organisations listed below contributed the data in this dataset to the COVID-19 Data Platform. All contributors must be acknowledged or, if appropriate, included in the authorship in any Publication(s). The organisations whose contact information has been provided must be invited to participate in the Research.:**

Organisation, Contact name;

Organisation, Contact name...

If you have questions about this dataset, please contact [curation@iddo.org](mailto:curation@iddo.org).

IDDO Study ID Reference:

XXX

XXX

**SCHEDULE 2  
APPLICATION**