Data Transfer and Use Agreement ("Agreement")

Provider: Radboud University Nijmegen   **User:**

Provider Scientist   **User Scientist**
    Name: Name:
    Email address: Email address:

Start date: **Project title:**

Terms and conditions

1. Provider shall provide the data collection described in Attachment 1 (the "Data") to User for the research purpose set forth in Attachment 1 (the "Project"). User may only use the Data for the purpose of their own scientific research within the scope of the Project. Provider shall retain ownership of any rights they may have regarding the Data, and User does not obtain any rights over the Data other than specified in this agreement. User shall promptly report to the Provider any use or disclosure of the Data of which they become aware that are not part of the Project as described in Attachment 1.

2. Provider shall provide User with Data that includes Personal data, as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR"). User will always be responsible for the processing of data made available that is considered personal data within the meaning of the GDPR and other relevant privacy legislation.

3. If the provided Data is pseudonymised, the Provider will not release, and the User will not request, the pseudonymisation key file.

4. User will act in accordance with the Netherlands Code of Conduct for Research Integrity and other applicable laws and regulations.

5. User will not attempt to establish the identity of or attempt to contact any of the included human subjects. User will not link the Data to any other database in a way that could provide identifying information. Should User inadvertently receive identifiable information or otherwise identify a subject, User shall promptly notify Provider and follow Provider's reasonable written instructions, which may include return or destruction of the identifiable information.

6. User shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by User Scientist and User's faculty, employees, fellows, students, and agents ("User Personnel") and Third-Party Personnel (as defined in Attachment 3) that have a need to use, or provide a service regarding the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, "Authorized Persons").

7. Except as authorized under this Agreement or otherwise required by law, User agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of Provider. User agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements to safeguard the Data as may be set forth in Attachment 2.

8. User is encouraged to make the results of the Project publicly available. Before User submits a paper or abstract for publication or otherwise intends to publicly disclose information about the results of the Project, the Provider will have thirty (30) days from receipt to review proposed manuscripts and ten (10) days from receipt to review proposed abstracts to ensure that the Data is appropriately protected. Provider may request in writing that the proposed publication or other disclosure be delayed for up to thirty (30) additional days as necessary to protect proprietary information. The presentation or publication of individual cases, even without any direct references to persons, is prohibited.

9. User agrees to recognize the contribution of the Provider as the source of the Data in all written, visual, or oral public disclosures concerning User's research using the Data, in accordance with scholarly standards. User will always cite the Data in the research results they publish, in whatever form, when it has been used in the research.

   This source reference will at least consist of:
   - The names and/or organizations of the producers of the Data;
   - The year in which the Data was produced;
   - The title of the Data;
   - The name of the publisher: Radboud University;
   - The persistent identifier of the Data as a full URL;

   And may contain the following additional information:
   - Version number;
   - Resource type (e.g. Dataset, Software, Workflow).

   For example:
   Luijkx (A), Gerritsen (M), Mulken (M.J.P) (2021): Appraisal of errors and infelicities produced by Dutch learners of German. Version 1. Radboud University. (Dataset). https://doi.org/10.34973/28t0-km68

10. Neither the Provider, nor the researchers that provide the Data, should be included as an author of publications or presentations if this authorship would be based solely on the use of the Data.

11. This Agreement shall be in place indefinitely. Either party may terminate this Agreement with thirty (30) days written notice to the other party's Authorized Official as set forth below. Upon termination of this Agreement, User shall stop the use of the Data. User 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. With regard to the retained Data, the following clauses of this Agreement shall continue to be applicable after its termination: 1,2,3,4,5,6,7,8,9,10,12,13, and 14.

12. The Data are provided without warranties, either expressed or implied, including any warranties for merchantability or fitness for a particular purpose. Provider makes no representation and gives no warranty that the Data is complete, accurate and/or fit for any particular purpose nor that it will not infringe intellectual property rights of third parties. Use of the Data shall be at the User's own risk.

13. User assumes all liability for damages which may arise from the use, storage, disclosure, or disposal of the Data. Provider will not be liable to the User for any loss, claim, or demand made by the User, or

made against the User by any other party, due to or arising from the use of the Data by the User, except when caused by gross negligence or willful misconduct of the Provider. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

14. Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party.

15. No modification or waiver of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both parties.

16. The undersigned Authorized Officials of Provider and User affirm that the contents of any statements made herein are truthful and accurate and that they are duly authorized to sign this Agreement on behalf of their institution.

17. Failure to abide by these guidelines will result in termination of User privileges to use the Data.

18. By signing this Agreement, User provides assurance that relevant institutional policies and applicable local laws and regulations have been followed including ethics review or approval that may be required.

19. Unless otherwise specified, this Agreement and the Attachments listed below embody the entire understanding between Provider and User regarding the transfer of the Data to User for the Project:
    Attachment 1: Project-specific Information
    Attachment 2: Data-specific Terms and Conditions
    Attachment 3: Identification of Permitted Collaborators (if any)

Signed on behalf of Provider by its authorized legal representative:

Name:

Title:

Date:

Contact information for formal notices

Name:

Address:

Email:

Phone:

Signed on behalf of User by its authorized legal representative:

Name:

Title:

Date:

Contact information for formal notices

Name:

Address:

Email:

Phone:

Attachment 1

Project-specific information

1. Description of Data

2. Description of Project

3. Provider Support and Data Transmission:

    Provider shall transmit the Data to User via the Radboud Data Repository.

Attachment 2

Data-Specific Terms and Conditions: disposition instructions and security measures

1. User will at least have the following security measures in place:

- Encryption – personal data must be stored on encrypted devices and may only be transmitted via secure communication channels.
- Information security program – an information security program is in place to ensure an adequate level of data security.
- Patching and anti-virus – the system must be patched regularly and have an up to date anti-virus software in place.
- Firewall – adequate security measures must be in place to protect the storage network including an up to date firewall.
- Physical security measures – physical measures must be in place to ensure that the personal data is secure. These measures can include, but are not limited to, physical access control, measures in case of fire, break-in or water damage.
- Monitoring – the IT environment must be monitored on malicious actions or technical issues that can lead to, or are a result of, a personal data breach.
- Authentication and authorization – systems must be in place that limit the access to personal data to Authorized Persons only. These systems must meet the current market standards with regards to strong authentication.

2. Special safety requirements requested by Provider:

Attachment 3
Identification of Permitted Third-Party Collaborators (if any)

For all purposes of this Agreement, the definition of "Third-Party Personnel" checked below will pertain:

"Third-Party Personnel" means: None. No collaborators are permitted on the Project.

Or

"Third-Party Personnel" means as set forth below and agreed upon between the Parties: