DATA SHARING AGREEMENT

Between:

1) The University of Reading, (Royal charter number 000665) of Whiteknights, PO Box 217, Reading RG6 6AH (the "University"); and

2) [NAME OF RECIPIENT], [a body/limited company] having its [administrative/registered] office at [Address] (the "Recipient")

And together, the "Parties"

Access Period	[The period for which access to the Licensed Datasets is to be granted]
Address For Notice	For the University: Research Data Manager, University of Reading, Library, Pepper Lane, Whiteknights, Reading, Berkshire RG6 6EB, UK, For the Recipient: xxxxxxxxxxxxxxxxxxxx
Authorised Individuals	The individuals who will have access to the Licensed Datasets for the purpose of the Authorised Use (to include any administrative purposes necessary for the Authorised Use): [insert names of authorised individuals]
Authorised Use	[Title of the study for which access to the Licensed Datasets is to be granted]
Data Protection Legislation	The UK Data Protection Legislation and/or any European Union legislation (including without limitation the EU GDPR) relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Data Security Policies	[Insert link(s) to [the Recipients/ NAME OF RECIPIENT 1's]' data protection/data security/information security policies]
Derived Dataset(s)	any Licensed Dataset (wholly or in part) Manipulated to such a degree that it: a. cannot be identified as originating or deriving directly from the Licensed Dataset or and cannot be reverse-engineered such that it can be so identified; and b. is not capable of use substantially as a substitute for the Dataset.

Effective Date	[Date from which access has been or is to be granted]
EU GDPR	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 repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016.
Intellectual Property Rights, IPR	Patents, utility models, rights to inventions, copyright and neighbouring and related rights, performer's rights, trademarks 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, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.
Licensed Dataset(s)	[NAME OF DATASET] which is owned by BENEO GmbH ("Beneo") and Licensed to the University of Reading
Manipulate	To combine or aggregate the Licensed Dataset (wholly or in part) with other data or information or to adapt the Licensed Dataset (wholly or in part) in the course of the Authorised Use.
Study	[INSERT DETAILS]
UK Data Protection Legislation	All applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) ("UK GDPR"); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Background

(A)   The University, through the Study, has collected and owns or is licenced to use certain datasets and collections of interpretable data ("**Information**") derived from information provided by or obtained from participants in the course of the Study ("**Participants**").

(B)   the Recipient wishes to use the Licensed Datasets for the Authorised Use. The Licensed Datasets are only to be used by the Recipient for the purposes of the Authorised Use and subject always to the terms of this Agreement.

(C)   The University is willing to provide the Recipient with access to the Licensed Datasets for the Access Period on the terms and subject to the conditions of this Agreement.

Signed for and on behalf of the University		Signed for and on behalf of Recipient	
Signature		**Signature**	
Print name		**Print name**	
Date		**Date**	

Agreed terms

Subject to any special terms and conditions agreed between the parties as set out in the Schedule (**Special Terms**), the parties agree as follows:

1.   **Grant of licence**: Subject to the terms of this Agreement, the University grants the Recipient a non-exclusive, non-transferable, revocable, worldwide, royalty-free licence from the Effective Date and during the Access Period to access, hold, store, view, combine or aggregate (wholly or in part), adapt, Manipulate and make copies of the Licensed Datasets solely for the purposes of the Authorised Use. For the avoidance of doubt, nothing in this Agreement shall prevent or restrict the University from granting access to the Licensed Datasets to any third party on such terms as it may agree.

2.   **Reservation of rights**: The Recipient acknowledge that all IPR subsisting in the Licensed Datasets shall remain the property of Beneo (or its licensors, as the case may be) and they shall not have any rights in or to the Licensed Datasets other than in accordance with this Agreement.

3.   **Licence restrictions:** The Recipient shall:

    (a)   only use the Licensed Datasets for the purposes of carrying out Authorised Use;
    (b)   only make copies of the Licensed Datasets to the extent reasonably necessary to undertake Authorised Use and for back-up and disaster recovery purposes;
    (c)   only allow Authorised Individuals to have access to the Licensed Datasets;
    (d)   not permit any third party other than the Authorised Individuals to have access to the Licensed Datasets;
    (e)   not attempt to link the Licensed Datasets (wholly or partly) with any other data held by different recipients or by the Recipient for other projects unless detailed and agreed in the initial data request and permitted as part of the Authorised Use;
    (f)   not disseminate, distribute, extract, exploit or otherwise use the Licensed Datasets (wholly or in part) for any commercial purposes or for any purpose that is subject to consulting or licensing obligations to third parties or any purpose other than the Authorised Use.

4.   **Derived datasets:**

    (a)   All IPR in a Derived Dataset shall be owned by Beneo GmbH ("**Beneo**") and the Recipient hereby assigns to Beneo GmbH with full title guarantee, all rights in the Derived Dataset for the full duration of such rights, wherever in the world enforceable. The Recipient agrees to execute all documents and assignments and do all such things and/or procure that Authorised Individuals do such things as may be necessary to perfect Beneo's title to the Derived Datasets or to register Beneo as owner of registrable rights.
    (b)   Until the Recipient's right, title and interest in the Derived Dataset is assigned to Beneo, the Recipient shall hold the same on trust for the benefit of Beneo and Beneo shall have a world-wide, royalty free licence to use and to sub-license the use of such Derived Dataset.
    (c)   The University grants the Recipient a non-exclusive, non-transferable, revocable, royalty-free licence from the Effective Date to access, hold, store, view, combine or aggregate (wholly or in part), adapt and make copies of the Derived Datasets solely for the purposes of education, teaching and research and subject always to clause 3(f) above. For the avoidance of doubt, nothing in this Agreement shall prevent or restrict the University or Beneo from granting access to the Derived Datasets to any third party on such terms as it may agree.

(d)   The Recipient shall immediately give written notice to the University if it becomes aware of any actual, threatened or suspected infringement of any rights in or to the Derived Dataset or any unauthorised use of the Derived Dataset.

(e)   The Recipient warrants that all data or information used in the Derived Dataset that is not Licenced Datasets, is free from infringement of third-party IPR, including other third party rights and to the maximum extent permissible by law the Recipient shall indemnify and hold the University and/or Beneo harmless for any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the University and/or Beneo arising out of breach of this warranty.

(f)   The Recipient shall provide the University and/or Beneo with a fully documented electronic copy of the Derived Dataset within a period of six months of completion of the Authorised Use.

5.   **Authorised Individuals:** The Recipient warrants that the Authorised Individuals are (i) its employees and subject to a contract of employment with them or (ii) other personnel who have agreed to be bound to the terms of this Licence and have agreed to assign any IPR in the Derived Datasets to the Recipient. The Recipient shall be responsible for ensuring that its Authorised Individuals are aware of the Recipient's obligations under this Agreement and shall at all times remain liable for the acts or omissions of its Authorised Individuals.

6.   **Authorised Use:** The Recipient warrants that appropriate ethical approval has been obtained for Authorised Use to be undertaken by them (having regard to the nature of the Authorised Use and applicable law) and that, where Authorised Use has not been approved by a recognised funder, Authorised Use will be undertaken with the intention of generating new knowledge and understanding using rigorous scientific methods and with the intention of publishing the research findings in the scientific community for wider scientific and eventual public benefit. If a Recipient wishes to test any additional hypotheses which are outside the scope of Authorised Use, it shall obtain the University's prior written consent.

7.   **Security:**

(a)   The Recipient shall ensure that the Licensed Datasets held by it are kept in a secure manner and only transferred in an encrypted form and shall use all reasonable security practices and systems applicable to the use of the Licensed Datasets to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Licensed Datasets. The Recipient agrees to comply with the University's reasonable directions regarding the security of the Licensed Datasets it holds in addition to the Recipient's own Data Security Policies. In the event that the Recipient makes any amendment to the Data Security Policies or changes the location at which the Data Security Policies may be accessed by the University, it shall promptly notify the University of the same.

(b)   If the Recipient becomes aware of any misuse of the Licensed Datasets, Derived Data or any actual or suspected security breach in connection with this Agreement that could compromise the security or integrity of the Licensed Datasets or otherwise adversely affect the University and/or Beneo, the Recipient shall, at the Recipient's expense, promptly notify the University and fully co-operate with the University and/or Beneo to remedy the issue as soon as reasonably practicable.

8.   **Data protection:** If and to the extent that the Licensed Datasets comprise personal data or special categories of personal data ("**Protected Data**") within the meaning of the Data Protection Legislation, the Recipient warrants that it will:

(a) become the data controller (as defined in the Data Protection Legislation) in relation to any Protected Data received by it under this Agreement;

(b) process (as defined in the Data Protection Legislation) the Protected Data only to the extent and in such as manner as is necessary for the purposes of carrying out the Authorised Use;

(c) comply with all requirements of the Data Protection Legislation for the processing of the Protected Data including Article 5 and Article 89 of the EU GDPR of the Protected Data;

(d) not transfer the Protected Data to any destination outside the European Economic Area without the necessary safeguards required under the Data Protection Legislation;

(e) take appropriate technical and organisational measures against the unauthorised loss or destruction of, or damage to, the Protected Data to ensure a level of security appropriate to the harm that might result from the same and the nature of the Protected Data to be protected.

(f) provide all reasonable assistance to the University in the event of the University being in receipt of a data subject request to exercise their data rights, including but not limited to, rights to object to the processing of the Personal Data.

9. **Complaints by data subjects:** If a Recipient receives any complaint, notice or communication which relates directly or indirectly to the processing of the Protected Data or to compliance with the Data Protection Legislation and the data protection principles set out therein, it shall immediately notify the University's Data Protection Officer (by email to IMPS@reading.ac.uk) and it shall provide such person with full co-operation and assistance in relation to any such complaint, notice or communication. The Recipient also agrees to provide the University's Data Protection Officer with full co-operation and assistance in relation to any complaint, notice or communication which the University receives in relation to that Recipient's processing of the Protected Data or that Recipient's compliance with the Data Protection Legislation.

10. **Notification:** If any Protected Data is lost or destroyed or becomes damaged, corrupted, or unusable or a Recipient becomes aware of any misuse of the Licensed Datasets and/or Derived Datasets or any security breach that could compromise the security or integrity of the Licensed Datasets and/or Derived Datasets, that Recipient shall promptly notify the University (by email to the University's Data Protection Officer IMPS@reading.ac.uk) and, at the Recipient's expense, fully cooperate with the University's and/or Beneo's requests to remedy the issue as soon as reasonably practicable.

11. **Errors:** The Recipient shall promptly notify the University if it discovers any errors or inconsistencies in the Licensed Datasets and/or Derived Datasets and provide the University with such information as it reasonably requires for the purpose of evaluating the same.

12. **Audit:** The Recipient shall keep detailed, accurate and up-to-date records (**Records**) sufficient to enable the University and/or Beneo to verify the Recipient's compliance with the terms of this Agreement. The Recipient shall permit the University, Beneo and its third party representatives, on reasonable notice during that Recipient's normal business hours, to have access to and take copies of such Records for the purpose of auditing that Recipient's compliance with the terms of this Agreement. Such audit rights shall continue for three years after termination of this Agreement.

13. **Confidentiality:** The Recipient shall keep the Licensed Datasets confidential and, in particular, undertake not to use or disclose any Protected Data in such a manner as to compromise or otherwise infringe the rights of any data subject in relation to such Protected Data.

14. **Disclaimer:** Neither the University nor Beneo expressly do not guarantee, represent or warrant that:

   (a)   the Licensed Datasets are accurate, complete, reliable or secure;
   (b)   the Licensed Datasets are of satisfactory quality or fit for any particular purpose or capable of being used in connection with the Authorised Use; or
   (c)   use of the Licensed Datasets will be free from infringement of third-party IPR, including other third party rights,

   and to the maximum extent permissible by law, the Recipient will indemnify and hold the University and/or Beneo harmless for any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the University and/or Beneo arising out of or in connection with that Recipient's use of the Licensed Datasets except to the extent that such claims have arisen out of or in connection with any negligence or wilful default of the University or Beneo.

15. **Limitation of liability:**

   (a)   The University does not exclude or limit its liability to the Recipient for death or personal injury arising from its negligence or for any other matter in respect of which it would be unlawful for the University to exclude or limit its liability.
   (b)   Subject to clause 15(a), the University shall not in any circumstances be liable to the Recipient(s) whether in contract, tort (including negligence and breach of statutory duty however arising), misrepresentation (whether innocent or negligent), restitution or otherwise for:
      i.   any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
      ii. any loss or corruption (whether direct or indirect) of data or information;
      iii. loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
      iv. any loss or liability (whether direct or indirect) under or in relation to any other contract.
   (c)   Subject to clause 15(a), the University's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to £1,000 (one thousand pounds).

16. **Termination:** This Agreement and the licence granted to a Recipient under clause 1 shall terminate automatically upon expiry of the Access Period, subject to earlier termination as between the University and a Recipient if:

   (a)   the Recipient gives notice of termination in writing to the University at any time, in which case the Agreement and the licence shall terminate as between the University and the Recipient;
   (b)   The University or Beneo gives one month's notice of termination in writing to the Recipient(s);
   (c)   any Participant withdraws consent to the use of their Protected Data (although the University may ask the Recipient to delete any relevant records without terminating this Agreement at its discretion);
   (d)   a Recipient commits a material breach of any term of this Agreement which, if capable of remedy, has not been remedied within a period of thirty days after being notified by the University in writing to do so;

(e) a Recipient and/or its Authorised Individuals has acted in any manner which in the University's reasonable opinion has brought or is likely to bring the University into material disrepute and/or is materially adverse to the University's interests;

(f) in the event that the Recipient:
  i. is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  ii. is the subject of a petition filed, notice given, resolution passed or order made for or in connection with its winding up (other than for the purpose of a solvent amalgamation or reconstruction of that party);
  iii. is the subject of an application or order made for the appointment of an administrator or if a notice of intention to appoint an administrator is given or an administrator is appointed in respect of that party; or
  iv. suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its operations.

(g) The licence granted to a Recipient under clause 4 shall terminate automatically upon the University giving notice to the Recipient.

17. **Extension:** The Recipient may request an extension of up to six months to the original Access Period. A request for such an extension must be made to the Research Data Manager, University of Reading, Library, Pepper Lane, Whiteknights, Reading, Berkshire RG6 6EB, UK, researchdata@reading.ac.uk at least 30 days prior to the expiry of the original Access Period. Any extension must be agreed to in writing and signed by all Parties.

18. **Consequences of termination:** On termination of this Agreement for any reason as between the University and a Recipient, the Recipient shall as soon as reasonably practicable return or destroy (as directed in writing by the University) the Licensed Datasets (and Derived Data but only in respect of termination of the licence in clause 4) and all other data or information provided by the University to the Recipient in connection with this Agreement. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

19. **Publications and acknowledgment:** The University will be given an opportunity to review any results and/or papers intended for publication or presentation at symposia or otherwise at least one month prior to submission or presentation or concurrent with submission for publication. The Recipient will acknowledge the Study in all publications and presentations arising from the Authorised Use in the form specified in any data distribution notes, metadata or publication checklist provided by the University and shall include reference to those individuals identified by the University as having played a key scientific role in the generation of the Licensed Datasets.

20. **Costs:** The Licensed Datasets are supplied without cost, but the Recipient shall each reimburse the University for any costs properly and reasonably incurred by the University when preparing and sending the Licensed Datasets to the Recipient with the Recipient's prior written consent. Where applicable, the University shall not be obliged to provide the Licensed Datasets until the Recipient's consent for the University to incur such costs has been obtained.

21. **Export:** Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (Export Control Laws), including United States export laws and regulations, to any country for which the United States or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

22. General provisions

(a) <u>Interpretation:</u> The following rules shall apply to the interpretation of this Agreement:

    i. the Special Terms (as set out in the Schedule) form part of this Agreement, however in the event of any ambiguity or inconsistency between the terms and conditions of this Agreement and the Special Terms, the terms and conditions of this Agreement shall prevail;

    ii. any obligation on the Recipient not to do something includes an obligation not to allow that thing to be done;

    iii. clause headings shall not affect the interpretation of this Agreement;

    iv. unless the context otherwise requires, words in the singular include the plural and vice versa;

    v. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision;

    vi. any words following the terms **include** or **including** or similar shall be illustrative and not limit the sense of the words preceding those terms;

    vii. a reference to **writing** or **written** includes e-mail but not fax.

(b) <u>Notices:</u> Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to the Address For Notice unless some other address is specified for any particular purpose in this Agreement, or to such other addresses as the parties shall notify to the other in writing. Any notice shall be deemed to have been received, if delivered by hand, on signature of a delivery receipt or, if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service. This clause does not apply to the service of any proceedings or other documents in any legal action.

(c) <u>Entire agreement:</u> This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

(d) <u>Assignment and other dealings:</u> This Agreement is personal to the Recipient and they shall not assign, transfer or otherwise deal in any other manner with any of their rights and obligations under this Agreement without the prior written consent of the University. The University may at any time assign, transfer or otherwise deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Recipient.

(e) <u>Variation:</u> No variation of this Agreement shall be effective unless made in writing and signed by the parties.

(f) <u>Waiver:</u> No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or

partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(g)   No partnership or agency: Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

(h)   Third party rights: Save in respect of Beneo who shall for the avoidance of doubt, have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement against the Recipient,   a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

(i)   Liability of the Recipient: The Recipient shall be responsible and liable for the actions of its Authorised Individuals.

(j)   Counterparts: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

(k)   Governing law and jurisdiction: 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 of England and each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle the same.