

Data Transfer Agreement

This non-personal data transfer agreement (the "DTA") has been entered into by

1. [insert name of institution and department], org.nr [insert organization number], [insert institution address], (the "Provider"); and
2. LINKÖPINGS UNIVERSITET, Center for Medical Image Science and Visualization (CMIV), org.nr 202100-3096, Linköpings universitet, CMIV, Universitetssjukhuset, 581 85 Linköping, (the "Facilitator")

hereinafter jointly referred to as "Parties" and separately as "Party".

The Provider is a [insert role of the provider] in control of certain non-personal data, as further described in Schedule 1 (the "Data").

Facilitator is a university that provides a sharing platform to facilitate further research on the Data, as further described in Schedule 2 (the "Research").

The Parties agree that the Provider will transfer the Data to the Facilitator on the following terms and conditions.

Terms and Conditions

1. The Facilitator will only use the Data for the Research. The Facilitator may also use the Data as follows by mandatory law, court or administrative order. The Provider hereby grants to the Facilitator a license to use the Data for the stated purposes.
2. The Parties assume that the Data are non-personal due to it being non-human or due to the fact that the Data, taking into consideration the technology available at the date of execution of this DTA, by reasonable means cannot be used to identify a living, natural person. The Parties agree that if the Data should become personal data at a later date due to technological advancements or otherwise, steps will be taken in good faith to assure that regulatory requirements are met.
3. The Data are made available to the Facilitator as a service to the academic community. The transfer of Data for use in the Research does not constitute a transfer of rights or titles to the Data besides what is described in Schedule 2.
4. Title to any results from the Facilitator's independent use of the Data shall vest in Facilitator or its designees or to the third party recipient that is given access to the Data through the platform.
5. Except as expressly set forth in previous sections, nothing herein shall be deemed to grant to either the Provider or the Facilitator any rights under the other Party's

- patents, patent applications, trademarks, copyrights, trade secrets, know-how (whether patentable or unpatentable) or any other intellectual property rights.
6. The Data are provided as is. THE PROVIDER MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS.
 7. The Provider will not be liable to the Facilitator for any loss, claim or demand made by the Facilitator, or made against the Facilitator by any other party, due to or arising from the use of the Data by the Facilitator, except when caused by the negligence or willful misconduct of the Provider. Notwithstanding the above, the Facilitator is not liable for damages which may arise from the use, storage and disposal of the Data by a third party recipient of the Data through the platform, nor liable for any claim or demand made by such a third party recipient towards the Provider.
 8. Notices under this DTA shall be made in writing and delivered by e-mail to contact persons set out below.

PROVIDER

FACILITATOR

[insert name of provider
principal investigator]

Joel Hedlund

[insert title of provider
principal investigator]

Ph d, Data director

[insert institutional email
address of provider principal
investigator]

joel.hedlund@liu.se

[insert institutional phone
number of provider principal
investigator]

+46734607126

[insert institutional postal
address of provider principal
investigator]

Linköpings universitet
CMIV
Universitetssjukhuset
581 85 Linköping

9. This DTA shall come into effect on the date of last signature and shall expire upon conclusion of the Research or on the 1st of January 2040, whichever occurs first.
10. The Provider is entitled to terminate the DTA by written notice to Facilitator if (i) the Facilitator commits a breach of this DTA and fails to remedy the same within thirty (30) days after receipt of a written notice detailing the breach and what is required to remedy it, (ii) the Facilitator commits a material breach, (iii) the Facilitator ceases, is likely to cease or threatens to cease carrying on its operations. The Facilitator is entitled to remove the Data from its platform at any time for any reason.
11. No compensation shall be provided by either Party to the other Party for the subject of this DTA, unless explicitly agreed.

12. Upon termination of this DTA, regardless of cause, the rights granted to Facilitator will be revoked. Facilitator shall delete all Data and, if requested, provide the Provider with written certification of the same. The Facilitator may keep Data to the extent it is required to keep, archive or store such Data due to compliance with applicable laws and regulations or for the proof of on-going obligations.
13. Any amendments to this DTA must be agreed in writing and signed by authorized representatives of both Parties.
14. This DTA will be governed and construed in accordance with the laws of Sweden. The courts of Sweden, with the public court of Linköping as the court of first instance, shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or in connection with this DTA. Disputes between two Swedish government agencies that cannot be referred to court shall be settled through discussions at operational level or directorial level when needed. If unresolved at directorial level, the dispute shall be referred to the Swedish government.

This DTA has been drawn up in two originals of which the parties have taken one each.

**[INSERT NAME OF PROVIDER
INSTITUTION]**

LINKÖPINGS UNIVERSITET

Printed name: [insert name of provider institutional
signatory]
Title: [insert title of provider institutional signatory]
Date:

Printed name: Anders Persson
Title: Director CMIV
Date:

Read and acknowledged by:

Printed name: [insert name of provider principal
investigator]
Title: [insert title of provider principal investigator]
Date:

Schedule 1

Specification of Non-Personal Data to be Transferred

Provider Principal Investigator

[insert name of provider principal investigator]

Origin of Data

[insert brief description of origin of data]

Specification of Data

[insert brief description of data and anonymization]

Schedule 2

Description of Research to be Performed with the Data

Facilitator Principal Investigator

Joel Hedlund

Description of Research

The data will be published on the AIDA open data sharing platform as provided by <https://datahub.aida.scilifelab.se/sharing/> available for [insert purposes] according to the policies and regulations provided by AIDA.

This sharing shall entail processing access requests and signing Data Sharing License Agreements on behalf of the Provider with eligible Recipients, based on the template provided in Schedule 3.

Schedule 3

[Dataset] Data Sharing License Agreement Template

[Insert AIDA Data Sharing Agreement template here, tailored to the needs for this dataset]