

Data Sharing Agreement

This Agreement is made by and between:

- a) The London School of Hygiene & Tropical Medicine, a higher education institution whose administrative offices are located at Keppel Street, London, WC1E 7HT (the "Provider")

And

- b) _____ (the "Investigator") of _____ (the "Recipient")

Hereinafter referred to collectively as "Parties".

Background

The Provider has collected and owns/controls data as set out in Appendix A (the "Data") as part of the "Effectiveness of Seasonal Malaria Chemoprevention in Children under Ten Years of Age in Senegal: A Stepped-Wedge Cluster-Randomised Trial" study

The Investigator wishes to use the data as set out in Appendix A (the "Data") in the research described in Appendix B (the "Research") and agreed by the Provider.

The Provider is willing to supply the Data to the Investigator for a period of one year under the terms and conditions of this agreement.

IT IS AGREED by the Parties as follows:-

1. The Data remains the property of the Provider. There is no transfer or licence or implied transfer of licence rights in the Data from the Provider to the Recipient or Investigator including any intellectual property rights. This Agreement does not restrict the rights of the Provider to distribute the Data to other institutions or to publish any document relating to the Data.
2. The Provider makes no representation and gives no warranties either expressed or implied in relation to the Data. For example, that it is of a satisfactory quality or fit for a particular purpose, or that use is free from infringement of third party rights, including intellectual property rights. The Provider will not be liable for any use made of the Data by the Recipient and to the extent permissible by law the Recipient will indemnify and hold the Provider harmless for any damages howsoever arising from the Recipients use, storage or disposal of the Data. The Recipient will use the Data in accordance with good research practice, all due skill and care and with dignity, sensitivity and respect. The Recipient will comply with all Applicable Laws, approvals, rules, codes of practice and regulations governing the transfer, storage, use and disposal of the Data.
3. The Recipient shall warrant that all work using the data will be carried out in compliance with all applicable laws, regulations and approvals, including without limitation the General Data Protection Regulation (GDPR). The Recipient will retain the Data in a secure location on its premises and will not permit the Data or any part of it to come into the possession or control of any other organisation or any individual other than those involved in the Research who are under the direct supervision of the Investigator. The Recipient will not transfer the Data in whole or in part to any third parties without the relevant third party entering into a separate Data Transfer agreement with the Provider.
4. The Recipient undertakes to store the Data in accordance with all Applicable Laws and not to attempt to identify or contact the Study Participants or to compromise or otherwise infringe the confidentiality of information on the Study Participants and their right to privacy. In the event that the Recipient inadvertently identifies any donor then it will notify the Provider immediately setting out in reasonable detail the circumstances by which it happened. Other than such disclosure to the Provider, the Recipient shall not share the identification of that donor with any other person or attempt to contact the donor themselves.

5. The Investigator will use the Data only to carry out the Research described in Appendix B and that they have ethical approval to do so. The Recipient will neither use nor permit others to use the Data in any way other than that listed in Appendix B.
6. The Recipient will neither release nor permit others to release the Data to any person except with written approval from the Provider.
7. The Investigator will contact the Provider to discuss any plans for publication using the Data. The Provider has the right to request that the Investigator does not publish analysis if it overlaps with work that has been published or is already being performed by the Provider. The provider will offer guidance in interpretation of the data, on request.
8. The Investigator will acknowledge the source of the Data in presentations and publications. The following article must be cited to acknowledge the use of the data:

Cissé B, Ba EH, Sokhna C, NDiaye JL, Gomis JF, Dial Y, et al. (2016) Effectiveness of Seasonal Malaria Chemoprevention in Children under Ten Years of Age in Senegal: A Stepped-Wedge Cluster-Randomised Trial. PLoS Med 13(11): e1002175. doi:10.1371/journal.pmed.1002175

The data should be also cited, except in circumstances where data citation is not permitted by the journal:

Milligan, P. (2016). Effectiveness of Seasonal Malaria Chemoprevention in children under 10 years of age in Senegal: a stepped-wedge cluster-randomized trial. London School of Hygiene & Tropical Medicine, London, United Kingdom. 10.17037/DATA.117

9. On completion of the research described in Appendix B, the Recipient will delete all copies of the Data that they hold and will inform the Provider that it has been deleted.
10. The term of this Agreement is for one year, however the Provider has the right to terminate this agreement forthwith at any time by means of written notice to the Recipient if the ethical approval is withdrawn or if the Recipient is in breach of this Agreement. In the case of any termination, the Recipient shall immediately discontinue all use of the Data and, at the Provider's discretion, promptly destroy (at the Recipient's own cost) all Data and provide written confirmation that this has been completed. If requested, the Recipient must certify that it has complied in full with any such requirement. Should an individual Study Participant or their next of kin rescind their consent, the Provider will require and the Recipient agrees to discontinue using the appropriately identified information and return or destroy it in accordance with the School's instructions.
11. This Agreement shall be governed by English Law, and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Letter Agreement.

Accepted and Agreed on behalf of

London School of Hygiene and Tropical Medicine
(Provider)

Name: Paul Milligan

Position: Professor

Signature

Date:

Accepted and Agreed on behalf of

RECIPIENT INSTITUTION (Recipient)

Name:

Position:

Signature:

Date:

Appendix A: The Data

DATASET DESCRIPTION

Appendix B: The Research

QUOTE FROM REQUEST