

## Data Access Agreement

DOI: <https://doi.org/10.57775/r6b9-tm12>

Between:

- (1) Health Data Research UK, a company incorporated in England and Wales (company number 10887014), and a charity registered with the Charity Commission (charity number 1194431) with its registered office at 215 Euston Road, London, NW1 2BE, England (“**HDR**”); and
- (2) [User Institution Name] whose registered address is [address] (the “**Institution**”) (each “**Party**” and together “**Parties**”).

### Background

HDR is the convener of the International COVID-19 Data Research Alliance (“ICODA”), which seeks to build a research partnership to support a rapid response to the COVID-19 pandemic, and a long-term alliance for making data accessible to health researchers and scientists globally.

HDR now wishes to grant access to such data to the Institution for the project detailed here:

Project Details	
Approved Project	[include name/details of Approved Project]
Term	[include duration of Approved Project]
Data	[describe the datasets to which the Institution has requested]
Principal Investigator	[include details of Principal Investigator]

The terms below govern the access to the Data (as defined below).

### Agreed terms

1. The following definitions apply in the Agreement:
  - 1.1. “**Agreement**” means this agreement.
  - 1.2. “**Applicable Laws**” means all applicable laws, statutes, regulations, guidelines, and codes from time to time in force including Data Protection Laws.
  - 1.3. “**Approved Project**” means the project identified above
  - 1.4. “**Approved Researcher(s)**” means Researcher(s) whose access to and use of the Data for the Approved Project has been approved in writing by HDR to the Institution, prior to such access or use, and such approval has not been revoked by HDR.

- 1.5. **“Data”** means the datasets to which the Institution has been approved access as outlined above.
  - 1.6. **“Data Protection Laws”** means any Applicable Laws with respect to data protection and privacy, including the General Data Protection Regulation ((EU) 2016/679) (“GDPR”), the UK GDPR (as defined in the UK Data Protection Act 2018) and/or Data Protection Act 2018, as applicable to either Party and or the activities under this Agreement.
  - 1.7. **“Principal Investigator”** means the individual specified above.
  - 1.8. **“Researcher(s)”** means the individual(s) who use the Data to perform analysis of the Data, including the Principal Investigator.
  - 1.9. **“Research Output”** means any data, learning, discovery, insight or other results arising out of an Approved Project but excluding the Data itself.
  - 1.10. **“Research Participant”** means an individual whose data forms part of the Data.
  - 1.11. **“Term”** means the duration of the Agreement as provided above.
  - 1.12. **“Terms of Use”** means the Terms of Use of the Workbench[[hyperlink here](#)]
  - 1.13. **“Workbench”** means the COVID-19 Workbench, which is a trusted research environment hosted and operated by Aridhia Informatics.
2. The Institution will and will procure that the Researcher(s) will comply with the Terms of Use and any breach by a Researcher of the Terms of Use shall be a breach of this Agreement If there is any conflict between the Terms of Use and this Agreement, this Agreement shall prevail.
  3. The Institutional will and will procure that the Researchers will only allow Approved Researcher(s) gain access to and use of the Data in the Workbench for the Approved Project and not by any other persons, and not for any other purpose.
  4. The Institution shall not, and shall procure that the Approved Researcher(s) shall not:
    - 4.1. use the Data or any Research Output for any purpose contrary to Applicable Laws; or
    - 4.2. download, extract, transmit, transfer, remove, copy or publish any of the Data from the Workbench (but this shall not prevent the publication of Research Outputs in accordance with clause 7).
  5. The Institution shall not, and shall not attempt to, and shall procure that the Approved Researcher(s) shall not, and shall not attempt to:
    - 5.1. identify individuals from the Data;
    - 5.2. contact any Research Participant; or
    - 5.3. link or combine the Data with other information or data (including any information relating to an identified or identifiable natural person) available to the Institution without permission from HDR.

6. The Institution shall and shall procure that the Approved Researcher(s) keep confidential (i) the Data, and (ii) any access credentials to the Data provided to those who have been granted access to the Data in accordance with Applicable Laws and with the same degree of care used to protect its own confidential information and shall not use or disclose the Data other than as permitted by this Agreement or as required by Applicable Laws.
7. The Institution:
  - 7.1. may only publish Research Outputs that have been approved by HDR in accordance with the process set out at Appendix 2;
  - 7.2. shall, promptly following the conclusion of the Approved Project, publish all Research Outputs approved under clause 7.1 in an open access publication, and follow the ICODA Publication and Attribution policies and the ICODA Research Output review process available on the ICODA website which may be updated from time to time.
8. The Institution shall:
  - 8.1. make Approved Researcher(s) aware of the obligations and restrictions in respect of the access to and use of Data set out in clauses 1 to 7 (inclusive) of this Agreement and
  - 8.2. notify HDR within 5 working days of any changes or departures of any Researcher(s)
  - 8.3. ensure that if a Researcher is revoked access or departs the Institution that the Researcher will no longer access the Data.
9. This Agreement is not intended to constitute any transfer of intellectual property. Research Outputs belong to the Institution, subject to clause 7.
10. To the fullest extent permitted under applicable law, HDR:
  - 10.1. makes no warranty, express or implied as to accuracy, quality of the Data or its suitability for the Approved Project; and
  - 10.2. excludes all liability for actions, claims, proceedings, demands, losses, costs, awards damages, and payments made by the Institution that may arise from their use of the Data or unavailability to the Data for whatever reason.
11. The Institution acknowledges and agrees that it has sole responsibility, and HDR takes no responsibility, for interpretation or further analysis of the Data.
12. Each party shall comply with their respective obligations under Data Protection Laws. To the extent that the Data contains personal data within the meaning of the Data Protection laws and if the Institution is outside the EU/EEA the terms at Appendix 2 will apply.
  - 12.1. The Institution will inform HDR without delay, and in any event within 12 hours of becoming aware of:

- 12.1.1. any unauthorised access, disclosure, loss damage or alteration of the Data;
  - 12.1.2. any element within the Data that might permit the identification of a Research Participant;
  - 12.1.3. any complaints in relation to the Data including complaints from an individual or supervisory authority; and
  - 12.1.4. any request from a Research Participant to exercise their rights in respect of the Data.
13. This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail. All other documents provided under or in connection with this Agreement shall be in English or accompanied by a certified English translation.
14. This Agreement constitutes the entire agreement between the parties. No variation of this Agreement shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
15. Any notices under this Agreement shall be in writing sent to the Parties registered address or by email: for HDR: [\[insert email address\]](#); for the Institution [\[insert email address\]](#).
16. No person other than a Party to this Agreement shall have any rights to enforce any term of this Agreement.
17. Either Party may terminate this agreement by thirty (30) days' written notice to the other Party. HDR may also suspend access to the Data and/or terminate this Agreement and/or revoke approval for one or more Researchers for any breach, or if HDR reasonably suspects a breach, of this Agreement by or on behalf of the Institution of this Agreement.
18. This Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English Courts (including non-contractual disputes or claims).

**Signatories**

Signed by an authorised representative for and on behalf of:

**INSTITUTION**

\_\_\_\_\_  
*(Sign)*

\_\_\_\_\_  
*(Print name)*

\_\_\_\_\_  
*(Position)*

\_\_\_\_\_  
*(Date)*

Signed by an authorised representative for and on behalf of:

**Health Data Research UK**

\_\_\_\_\_  
*(Sign)*

\_\_\_\_\_  
*(Print name)*

\_\_\_\_\_  
*(Position)*

\_\_\_\_\_  
*(Date)*

**Read and understood by the Principal Investigator**

\_\_\_\_\_  
*(Sign)*

\_\_\_\_\_  
*(Print name)*

\_\_\_\_\_  
*(Position)*

\_\_\_\_\_  
*(Date)*

## APPENDIX 1 – POLICIES AND PROCESSES

Attribution Policy	<a href="https://icoda-research.org/wp-content/uploads/2021/02/ICODA-attribution-policy-FINAL.pdf">https://icoda-research.org/wp-content/uploads/2021/02/ICODA-attribution-policy-FINAL.pdf</a> ,
Publication Policy	<a href="https://icoda-research.org/wp-content/uploads/2021/02/ICODA-publication-policy-FINAL-1.pdf">https://icoda-research.org/wp-content/uploads/2021/02/ICODA-publication-policy-FINAL-1.pdf</a>
Output review process	<a href="https://icoda-research.org/wp-content/uploads/2021/10/ICODA-Output-Review-Process-2.0.pdf">https://icoda-research.org/wp-content/uploads/2021/10/ICODA-Output-Review-Process-2.0.pdf</a>

## APPENDIX 2 – STANDARD CONTRACTUAL CLAUSES

*[UK Controller to Controller SCCs]*