DATA TRANSFER AGREEMENT

This data transfer agreement (the "Agreement") is entered into on …………… 2022 by and between the following parties:

Universiteit Gent (Ghent University), public institution with legal personality, having its administrative offices in Belgium, B-9000 Gent, Sint-Pietersnieuwstraat 25, company registration number 0248.015.142, duly represented by Prof. dr. Rik Van de Walle, Rector, who entrusts the execution of the present Agreement to prof. dr. Bart Pardon, Department of Internal Medicine, Reproduction and Population Medicine ("**UGent**" or "**Recipient**")

AND

LABO NAME, having its offices at ADDRESS, registered under company number NUMBER, duly represented by NAME + POSITION ("**Provider**")

Start Date:	1/09/2022	**End Date:**	31/12/2025

Provider owns the **Data** as described in the **Technical Annex** and controls certain valuable technical and proprietary information relating to this Data;

Recipient wants to obtain a (partial) copy of the Data from Provider for the use in the **Research** as described in the Technical Annex;

Provider is willing to provide Recipient access to the Data which Recipient is willing to accept under the General Terms set forth in this Agreement;

This Agreement consists of this **Signing Page**, the **General Terms**, the **Technical Annex** and any annexes as listed in the Technical Annex. In case of conflict between these documents, the General Terms shall take precedence.

This Agreement constitutes the entire agreement between the parties and supersedes all prior arrangements, understandings, representations and communications, oral or written with respect to its subject matter.

For Provider		**For Universiteit Gent (Ghent University)**	
Signature:		Signature:	
Name:		Name:	
Position:		Position:	
Date:		Date:	
Provider Lead Scientist (if different from above)		**UGent Promoter**	
Signature		Signature:	
Name		Name:	Prof. dr. Bart Pardon
Department		Department:	Department of Internal Medicine, Reproduction and Population Medicine
Date		Date:	

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GENERAL TERMS – DATA TRANSFER AGREEMENT

Article 1   Definitions

1.1   "**Commercial Purposes**" means the sale or licence of the Data with financial compensation, the use of the Date for the purpose of producing or manufacturing products for general sale or the use of the Data in fee-for-service activities conducted to the benefit of a third party.

1.2   "**Confidential Information**" means information disclosed by one party to the other and identified in writing as confidential before or at the time of disclosure, or the confidential nature of which was confirmed by the disclosing party in writing within **ten calendar days** counting from the date of its disclosure. In any case however, the Data, and any information related to the Data disclosed by Provider to the Recipient shall be Confidential Information whether or not labelled as such.

1.3   "**Consortium Agreement**" means the consortium agreement executed between UGent and the Consortium Partners in the framework of the H2020 DECIDE project.

1.4   "**Consortium Partner(s)**" means: Universiteit Utrecht; Københavns Universitet; The University Of Liverpool; Institut National De Recherche Pour L'agriculture L'alimentation Et L'environemment; Institut De Recerca I Tecnologia Agroalimentàries; Scotland's Rural College; Ausvet Europe; Animal Health Ireland Initiative Limited.

1.5   "**Results**" shall mean any and all results deriving from the Research by making use of the Data.

1.6   "**Data**" refers to the anonymous data that is covered by this Agreement and shall mean the anonymous data as described in the Technical Annex.

1.7   "**Research**" shall mean the research activities as defined in the Technical Annex.

Article 2   Use of the Data

2.1   Except as explicitly provided herein, this Agreement does not imply any direct or indirect license. Nothing in this Agreement shall be deemed to grant Recipient any rights under any proprietary rights, patent or patent application, nor any direct or indirect rights or license to use, or permit the use of, any products or processes containing, using, or derived from the Data for commercial purposes.

2.2   Recipient will use the Data solely for the Research. Recipient is not permitted to use the Date for Commercial Purposes.

2.3   Recipient shall not transmit by any means whatsoever all or part of the Data, to any third party, except with the Consortium Partners in accordance with the following procedure. Recipient shall send an e-mail to the Consortium Partners notifying them that:

2.3.1 Recipient will use the Data from Provider for the Research according to the Data Transfer Agreement in attachment;

2.3.2 Recipient may transmit the Data to the Consortium Partner, provided that the Consortium Partner in writing – via reply e-mail – :

a)   confirms to comply with the provisions of the Data Transfer Agreement in attachment, in particular the user restrictions;

b)   explicitly agrees that in case of breach by the Consortium Partner of the terms and conditions of the Data Transfer Agreement in attachment, the Consortium Partner shall indemnify Recipient and hold Recipient and Recipient's employees and students harmless from any claims or liabilities for damages which might arise as a result of Consortium Partner's use of the Data.

In the absence of such an e-mail from the Consortium Partner, Recipient shall not transmit the Data to the Consortium Partner.

2.4   Recipient shall limit access to the Data to those of its employees who have a need to know to execute the Research. Recipient shall ensure that any of its personnel involved in the Research comply with the provisions of this Agreement.

2.5   The Recipient agrees to use the Data in compliance with all applicable statutes and regulations.

Article 3   Intellectual Property

3.1   The Data is and remains the property of Provider.

3.2   The Results shall follow the IPR regime as set out in the Consortium Agreement.

Article 4   Confidentiality

4.1   Taking into account the exceptions as stipulated in Article 2.3, Confidential Information shall not be distributed, disclosed, or disseminated in any way or form by Recipient, except to the own employees who have a reasonable need to know the Confidential Information for the Research and who shall be bound by confidentiality obligations at least as stringent as the one provided for in this Agreement. The Recipient shall keep the Data confidential for a period of four (4) years and shall in any case respect the intellectual property rights in and to the Data, such as but not limited to the database rights, controlled by the Provider. The obligations of confidentiality shall not apply to any information, which the Recipient can prove:

a)   is or becomes part of the public domain, through no breach of this Agreement by Recipient;

b)   was in Recipient's possession prior to receipt from Provider;

c)   is received by Recipient from a third party free to disclose such information;

d)   is independently developed by Recipient, without use of Provider's Confidential Information; or

e)   is approved for release by prior written authorization of the Provider.

The above obligations of confidentiality shall furthermore not apply to information to the extent such information is required to be disclosed by operation of law or by court or administrative order. The Recipient will furnish prompt and prior written notice of such requirement to the Provider and will cooperate with the Provider in contesting a disclosure.

Article 5   Publications

5.1   The Recipient agrees to acknowledge the Provider and the source of the Data in any publications reporting the scientific results of the Research resulting from the use of the Data, as is customary in the scientific community, and agrees to cite in any publication reporting results of the Research using of the Data as specified in the Technical Annex.

Article 6   Warranties and limitation of liability

6.1   The parties ensure that they shall respect human rights.

6.2   Recipient understands that the Data is experimental in nature. The Provider makes no representations and gives no warranties either express or implied in relation to it. For example, no warranties are given about quality or fitness for a particular purpose; or that the use of the Data will not infringe any intellectual property or other rights of third parties. Notwithstanding the above, in supplying the Data, Provider does warrant that the original collection of the Data complied with all legal and ethical requirements and guidelines including the applicable regulations concerning processing and protection of personal data and that it has obtained the express informed consent, if applicable, to the use of such Data for the Research and that such express informed consent permits Recipient to use the Data, in accordance with the provisions of this Agreement.

6.3 Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Data. The Provider will not be liable to Recipient for any loss, claim or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use, storage or disposal of the Data by the Recipient.

6.4 The liability of parties for any breach of parties' obligations under this Agreement will in no event extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity (whether direct or indirect).

6.5 Notwithstanding the foregoing, a party's liability shall not be excluded or limited in the event and to the extent damages are caused by the wilful misconduct of such a party and any limitations or exclusions of liability under this Agreement shall not apply to the extent such liability cannot be limited or excluded by applicable law.

6.6 Either party represent that this Agreement, to the best of its knowledge, does not, and will not conflict with any other right or obligation provided under any other agreement or obligation that either party has with any third party.

Article 7   Term & Termination

7.1 This Agreement shall commence on the Start Date and will (subject to earlier termination pursuant to clause 7.2) continue until the End Date. If this Agreement becomes effective after the Start Date, it will apply retrospectively to work carried out in relation to this Agreement on or after the Start Date.

7.2 Either party may terminate this Agreement with immediate effect by giving notice to the other party if:

a) the other party is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within twenty (20) calendar days after receipt of written notice specifying the breach and requiring its remedy; or

b) the other party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other party's assets, or if the other party makes any arrangement with its creditors; or

c) the other party is involved in a serious or systematic violation of human rights.

7.3 Upon expiration or termination of this Agreement, Recipient will discontinue use of the Data and Confidential Information which shall be returned to Provider or be destroyed within **fifteen calendar days**. In case of destruction of the Data and Confidential Information, a written confirmation shall be sent to Provider within **thirty calendar days** after the termination or expiration of the Agreement. One record copy of documents may be retained for the sole purpose of determining compliance under this Agreement.

7.4 Any provisions of this Agreement which by their nature extend beyond termination shall survive the termination of this Agreement

Article 8   Protection of personal data

8.1 The parties commit themselves to respect the European Regulation EU 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) as well as the national applicable laws.

8.2 The parties may share personal data of individuals involved in the collaboration such as: name, business telephone, address, and email ("Business Contact Information"). Each party may store and otherwise process such Business Contact Information. The parties agree that Business Contact Information will only be processed for administrative purposes to the limited extent as required for the performance of this Agreement.

8.3 Provider guarantees that the data that it will transfer to Recipient for the performance of the Project will not contain (directly identifying or non-directly identifying) personal data. Provider will in its processing of personal data fully comply with its obligations under the GDPR with respect to the protection of natural persons with regard to the processing of personal data. Provider shall indemnify and hold UGent and UGent's employees

and students harmless from any claims or liabilities for damages, including attorneys' fees (collectively, "Losses"), instituted against them by third parties (including supervisory authorities) which might arise as a result of Providers' non-compliance with the GDPR or its breach of this article.

Article 9   Miscellaneous

9.1   **Assignment:** Neither party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other party. That consent may not be unreasonably withheld or delayed.

9.2   **Illegal/unenforceable provisions**: If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

9.3   **Waiver of rights**: If a party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

9.4   **No agency**: Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

9.5   **Entire agreement**: This Agreement constitutes the entire agreement between the parties and supersedes all prior arrangements, understandings, representation and communications, oral or written with respect to the subject matter.

9.6   **Formalities**: Each party will take any action and execute any document reasonably required by the other party to give effect to any of its rights under this Agreement.

9.7   **Amendments**: No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each party's authorised representatives.

9.8   **Governing law**: This Agreement is governed by, and is to be construed in accordance with Belgian Law. The courts of Ghent will have exclusive jurisdiction to deal with any dispute, which has arisen or may arise out of or in connection with this Agreement, except that either party may bring proceedings for an injunction in any jurisdiction.

9.9   **Escalation**: If the parties are unable to reach agreement regarding a dispute on any issue concerning this Agreement within fourteen (14) days after one party has notified the other of that issue, they will refer the matter to the rector or any person appointed by him in the case of UGent, and to a person appointed by Provider in an attempt to resolve the issue within ten (10) calendar days after the referral. Either party may apply to the court for an injunction in accordance with clause 9.8 if the matter has not been resolved within that period.

9.10   **Export**. The parties shall adhere to all applicable export control laws and regulations, including Regulation (EU) 2021/821 of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items, and inform each other if goods, software or technology are affected by export control laws and regulations. The export of goods, software or technology to third parties outside the European Union may be subject to an export license provided by the relevant authority.

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TECHNICAL ANNEX

Code	Description	Technical Format
	THE DATA (description)	

THE DATA (description)

Code	Description	Technical Format
	1. Date of (respiratory tract) sample 2. Sample type (BAL, swab, TTA, necropsy) 3. Pathogen detection (PCR, culture, antigen ELISA for all possible pathogens related to Bovine respiratory disease) 4. Municipality as a proxy for geo-location 5. Production type (dairy, beef, veal, feedlot) 6. Herd characteristics were available and at the discretion of the provider: eg. herd size, purchase events, housing type….	

The following aspects and related information of the Data are considered to be confidential by Provider: identity, structure, characteristics, conformation, origin and properties of the Data, the uses to which it is or may be put.

RESEARCH – PURPOSE – RESTRICTED USE

The research project as referred to in the Horizon 2020 DECIDE Consortium Agreement (with UGent ref. A21/EU/0036) The Data shall be disclosed to the DECIDE Consortium Partners for the performance of the H2020 project DECIDE.

FINANCIAL ARRANGEMENTS

The Material will be delivered to Recipient at no cost.

Notices to Provider		Notices to UGent	
Name			
Dept.		**Dept.**	
Address		**Address**	
Tel.		**Tel**	
E-mail		**E-mail**	

		IMPORTANT: a copy of all notices to UGent concerning this Agreement has to be sent to the Promoter via e-mail as indicated below.

Provider Principal Investigator		UGent Promoter	
Name		**Name**	Prof. dr. Bart Pardon
Tel		**Tel**	
E-mail		**E-mail**	
Address		**Address**	

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