

**RESEARCH DATA ACCESS AGREEMENT FOR CONTROLLED DATA
(MULTIPLE RECIPIENT VERSION)**

Effective Date	[Date from which access has or is to be granted]
University	The University of Bristol, a body incorporated by Royal Charter under number RC000648 having its administrative office at Senate House, Tyndall Avenue, Bristol BS8 1TH
Recipients	<ol style="list-style-type: none"> 1. [NAME OF RECIPIENT], [a body/limited company] incorporated [by Royal Charter/in England and Wales] having its [administrative/registered] office at [Address] 2. [NAME OF RECIPIENT], [a body/limited company] incorporated [by Royal Charter/in England and Wales] having its [administrative/registered] office at [Address] 3. [NAME OF RECIPIENT], [a body/limited company] incorporated [by Royal Charter/in England and Wales] having its [administrative/registered] office at [Address] 4. etc
Committee	[Name of the University or study-specific committee reviewing the request to access the controlled data]
Study	[Title of study from which the Licensed Dataset originates]
Licensed Datasets	[Description of the restricted dataset(s) for which access is to be granted, by reference to an appendix if necessary]
Investigators	[Names of the investigators who will have access to the Licensed Datasets and the Recipient responsible for the Investigator]
Authorised Use	[Title of the study for which access to the Licensed Datasets is to be granted]
Access Period	[The period for which access to the Licensed Datasets is to be granted or, where relevant, by reference to a triggering event in the research protocol]
Data Security Policies	<p>[Insert link(s) to [the Recipients/ NAME OF RECIPIENT 1's] data protection/data security/information security policies]</p> <p>[Insert link(s) to [NAME OF RECIPIENT 2's] data protection/data security/information security policies]</p> <p>[Insert link(s) to [NAME OF RECIPIENT 3's] data protection/data security/information security policies]</p>

Background

- (A) The University, through the Study, has collected and owns 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) Each Investigator is an employee of or under an honorary research contract with a Recipient and wishes to use the Licensed Datasets comprised in the Information held by the Study. The Licensed Datasets are only to be used by the Investigators for the purposes of the Authorised Use as agreed by the Committee.
- (C) The University is willing to provide the Recipients (and through the Recipients, the Investigators) 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	
Signed for and on behalf of Recipient		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 (and through the University, the Study) grants each of the Recipients (and through the Recipients, the Investigators) a non-exclusive, non-transferable, revocable, 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 and make copies of the Licensed Datasets solely for the purposes of 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 Recipients acknowledge that all intellectual property rights throughout the world, whether existing now or in the future and whether registered or unregistered, subsisting in the Licensed Datasets (including copyright and related rights, database rights and *sui generis* database rights) shall remain the property of the University and they shall not have any rights in or to the Licensed Datasets other than in accordance with this Agreement.
3. **Licence restrictions:** The Recipients 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) not permit any third party other than the Investigators and bona fide members of each Investigator's research team, to have access to the Licensed Datasets;
 - (d) not attempt to link the Licensed Datasets (wholly or partly) with any other data held by different recipients or by the Recipients for other projects unless detailed and agreed in the initial data request;
 - (e) 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.
4. **Derived datasets:**
 - (a) In this clause **Derived Datasets** means new datasets or information that have been created in the course of Authorised Use using the Licensed Data (wholly or in part) as its source and where, during the creation of new datasets, the Licensed Data (including data attribution or textual content) has been copied, replicated, reproduced and/or generalised, data could be considered derived if it encapsulates a significant proportion of the Licensed Data. The term '**Derived Dataset**' shall be construed accordingly.
 - (b) All right, title and interest in and to a Derived Dataset (including copyright and related rights, database rights and *sui generis* database rights) shall be jointly owned by the University and the Recipient(s) that created the new dataset in equal and undivided shares and each of them :
 - i. grants to the other(s) an irrevocable, non-transferable, royalty-free right to use the Derived Dataset for teaching and research purposes including the Study and further research projects, whether or not funded by third parties (provided that those parties claim no rights to the Derived Dataset);

- ii. agrees to encourage use of the Derived Dataset by the research community, subject to appropriate licenses being put in place which preserves each party's right, title and interest in and to the Derived Datasets;
 - iii. may commercially exploit the Derived Dataset upon consultation and agreement with the other(s) (acting reasonably and in good faith). In such circumstances, the party which is commercially exploiting the Derived Dataset will pay the other(s) a fair and reasonable royalty rate/revenue on the value of any products or processes commercially exploited by it/them which incorporate the Derived Dataset, taking into consideration the respective financial and technical contributions of the parties to the development of the Derived Dataset, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Derived Dataset in any such product or process; and
 - iv. shall immediately give written notice to the others of any actual, threatened or suspected infringement of any rights in or to the Derived Dataset or any unauthorised use of the Derived Dataset.
 - (c) The Recipient(s) shall provide the University with a fully documented electronic copy of the Derived Dataset within a period of six months of completion of the Authorised Use.
 - (d) For clarification, if any of the Recipients had no part in the creation of a Derived Dataset, such Recipients shall have no rights under this clause 4 in relation to that Dataset.
5. **Investigator:** Each Recipient warrants that their Investigator is an employee of or under an honorary research contract with them. In the event that the Investigator ceases to be an employee of or under an honorary research contract with the relevant Recipient during the Access Period, the Recipient shall promptly notify the University in writing. Each Recipient shall be responsible for ensuring that its Investigator(s) is aware of the Recipient's obligations under this Agreement and shall at all times remain liable for the acts or omissions of its Investigator(s).
6. **Authorised Use:** Each 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. **Custodianship:** Each 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. Each 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.
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 (as defined below), each Recipient warrants that it will:

- (a) 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;
- (b) comply with the University's instructions for the processing of the Protected Data including any instructions for the anonymisation of the Protected Data or any request by the University to amend, transfer or delete the Protected Data;
- (c) not transfer the Protected Data to any destination outside the European Economic Area without the University's prior written consent and subject to such further conditions as the University may specify;
- (d) 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.
- (e) become the data controller (as defined in the Data Protection Legislation) in relation to any Protected Data received by it under this Agreement.

For the purposes of this Agreement, "**Data Protection Legislation**" means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulations (*EU* 2016/679) and any other directly applicable European Union regulation relation to data protection, where "**UK Data Protection Legislation**" means any data protection legislation in force from time to time in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

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 Information Rights Officer (by email to data-protection@bristol.ac.uk) and it shall provide such person with full co-operation and assistance in relation to any such complaint, notice or communication. Each Recipient also agrees to provide the University's Information Rights 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 data-bris@bristol.ac.uk) and the University's Information Rights Officer (by email to data-protection@bristol.ac.uk) and, at the Recipient's expense, fully cooperate with the University's requests to remedy the issue as soon as reasonably practicable.
11. **Errors:** Each 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:** Each Recipient shall keep detailed, accurate and up-to-date records (**Records**) sufficient to enable the University to verify the Recipients' compliance with the terms of this Agreement. Each Recipient shall permit the University 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 Recipients 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: The University expressly does 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 intellectual property rights, including other third party rights,

and to the maximum extent permissible by law, each Recipient will indemnify and hold the University harmless for any claims, losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the University 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.

15. Limitation of liability:

- (a) The University does not exclude or limit its liability to the Recipients 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 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) that 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 that Recipient;
- (b) an Investigator ceases to be an employee of or under an honorary research contract with the relevant Recipient and the Recipient is unable to procure a replacement acceptable to the Committee;
- (c) the University in the event that any Participant withdraws consent to the use of their Protected Data (though the University may ask each Recipient to delete any relevant records without terminating this Agreement at its discretion);

- (d) the University in the event that the relevant 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) the University in the event that the relevant Recipient and/or its Investigator has acted in any manner which in the University's reasonable opinion has brought or is likely to bring the University into material disrepute or is materially adverse to the University's interests;
- (f) the University in the event that the relevant 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.

If the Agreement is terminated as between the University and one Recipient, the Agreement shall continue in full force and effect as between the University and the other Recipients. The University shall notify the other Recipients where such a termination has occurred.

- 17. **Extension:** The Recipients may request an extension of up to six months to the original Access Period. A request for such an extension must be made jointly by all the Recipients to the Research Data Service, Library Services, Augustine's Courtyard, Bristol, BS1 5DS at least 30 days prior to the expiry of the original Access Period. If no response is received **the** Research Data Service within 14 days of the submission of the request for extension, the Access Period shall automatically be renewed for the period requested.
- 18. **Consequences of termination:** On termination of this Agreement for any reason as between the University and a Recipient, that Recipient shall as soon as reasonably practicable return or destroy (as directed in writing by the University) the Licensed Datasets and all other data or information provided by the University to that 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 Committee 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 Recipients 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 Committee 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 Recipients shall each reimburse the University for any costs properly and reasonably incurred by the University when preparing and sending the Licensed Datasets to the Recipients with the Recipients' prior written consent. Where applicable, the University shall not be obliged to provide the Licensed Datasets until the Recipients' consent for the University to incur such costs has been obtained.

21. General provisions

- (a) Interpretation: 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 Recipients or any of them 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) Notices: 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 addresses specified at the beginning of this Agreement 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) Entire agreement: 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) Assignment and other dealings: This Agreement is personal to the Recipients 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 Recipients.
- (e) Variation: No variation of this Agreement shall be effective unless made in writing and signed by the parties.
- (f) Waiver: 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: 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 Recipients: The liability of the Recipients under this Agreement shall be several and not joint, so that no Recipient shall be liable for the acts or omissions of any of the other Recipients. Each Recipient shall be responsible for its own Investigators but not the Investigators of the other Recipients, unless this has been separately agreed with the University in writing.
- (j) 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.

Schedule – Special Terms

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SAMPLE