**DATA TRANSFER AGREEMENT**

(FOR RESEARCH PURPOSE ONLY)

**THIS AGREEMENT** is effective on the date when you accept the following provisions.

**BETWEEN**

1. National Taiwan University Molecular Imaging Center (NTU MIC)
2. The department of the Recipient

NTU MIC and the Recipient are referred to individually as “the Party” and jointly as “the Parties”.

**Background**

1. NTU MIC has collected biomedical imaging data from different core laboratories which are willing to provide the imaging data to other laboratories for research purposes through NTU MIC databank platform.
2. The Recipient is going to submit a request to NTU MIC for biomedical imaging data for use by the principal researcher and his/her team of researchers, each of whom being an employee of the Recipient or having entered into an agreement with the Recipient with terms which are at least as stringent as the terms set out in this Agreement (“the Research Team”) in a project under application (“the Project”).
3. NTU MIC is prepared to supply the Data to the Recipient on the terms and conditions set out in the Agreement.

**The parties agree as follows:**

1. **SUPPLY OF DATA**
	1. NTU MIC is willing to provide the Data to the Recipient solely for the purposes of the Project, and subject always to the terms and conditions of this Agreement.
	2. NTU MIC shall provide the Data to the Recipient for the period necessary for the execution of the Project commencing on the Effective Date (“the Term”). In the event that the Recipient requires the Data after the expiry of the Term, it shall submit a further request to NTU MIC in writing. The Recipient acknowledges that any extension of the Term is at NTU MIC’s sole discretion.
	3. NTU MIC confirms that all Data provided to the Recipient:
		* 1. have been, or shall be, collected, stored and transferred to the Recipient in accordance with all applicable laws, regulations, consents and guidelines; and
			2. have been, or shall be, obtained, where applicable, with the donors appropriate consent for use of his/her information in the Project; and
			3. are provided on an anonymous basis so that individuals providing the Data and/or to whom the Data relate cannot be reasonably identified by the Recipient.
	4. Save as set out in Clause 1.3 above, to the maximum extent permitted by law, NTU MIC excludes any warranties which would otherwise be implied, including warranties of merchantability or fitness for a particular purpose. NTU MIC provides the Data ‘as is’ and is not liable for any loss incurred by the Recipient for its use of the Data.
2. **USE**
	1. The Recipient will use the Data for the purposes of the Project only. The Recipient shall not use the Data for any commercial purpose or for commercially sponsored research without the prior written consent of NTU MIC.
	2. The Recipient confirms that it has gained all necessary ethical approvals or waivers (where applicable) for the Project and for the use of the Data and shall provide NTU MIC with evidence of the same upon reasonable request. NTU MIC reserves the right not to effect the transfer of Data in the event that ethical approvals for the Project are not sufficiently evidenced.
	3. The Recipient warrants that the Data will be securely kept and used only at the Recipient’s premises and in compliance with all applicable laws, regulations and guidelines for the purposes of and for the duration of the Project.
	4. The Data will be received by the Recipient and used under the direction of the Principal Researcher and will not be transferred, distributed, released or disclosed by the Recipient to any other organization without the prior written consent of NTU MIC. The Parties acknowledge that for the purposes only of undertaking the Project the Research Team shall require access to the Data and the Principal Researcher shall make the Research Team aware of the provisions of this Agreement, so as to ensure compliance of the Research Team with the provisions of this Agreement.
	5. Where a member of the Research Team is not an employee of the Recipient, such Research Team member shall not have access to the Data without [the prior written consent of NTU MIC and] such Research Team member first entering into an agreement with the Recipient in terms which are at least as stringent as the terms set out in the agreement in so far as terms of this Agreement could apply to a Research Team member.
	6. The Recipient shall have appropriate measures in place to ensure the confidentiality of the Data in its custody and shall not attempt to obtain information identifying the individuals who have provided the Data.
3. **CONFIDENTIALITY**
	1. The Parties agree to treat in a confidential manner all information received from the other Party in connection with this Agreement or which by its very nature should be deemed to be confidential (“Confidential Information”). This will not apply to information which:
		* 1. is lawfully obtained, free of any duty of confidentiality otherwise than directly or indirectly from the other Party or
			2. is in or subsequently comes into the public domain through no fault of the receiving Party and other than as a breach of this Agreement; or
			3. is already in the possession of the receiving Party prior to its receipt from the disclosing Party and which the receiving Party can demonstrate from written records is in its possession other than as a result of a breach of this Agreement; or
			4. disclosed with the express prior written consent of the other Party; or
			5. is required by law to be disclosed to a competent judicial or administrative body provided that the receiving Party shall give the disclosing Party reasonable prior written notice of any such required disclosure and the information required to be disclosed and the Confidential Information shall only be disclosed for that purpose only and following any such disclosure shall then fall to be dealt with pursuant to the provisions of this Agreement.
4. **PUBLICATION**
	1. The Recipient shall be permitted to publish and disclose information pertaining to or resulting from the Recipient’s use of the Data provided always that:
		* 1. the Recipient shall provide NTU MIC with a copy of the proposed publication for review and approval by NTU MIC prior to publication; and
			2. all such publications acknowledge NTU MIC’s involvement as the source of the Data or through co-authorship as appropriate subject to the provisions of Clause 4.2.
	2. Any publications generated by the Recipient as a result of the use of the Data for the purpose of the Project and/or which reference the results, data and information generated from or in connection with the performance of the Project (“the Results”) shall acknowledge NTU MIC as a source of the Results and **cite the contribution made by NTU MIC databank and the original data providers** in the “Materials and Methods” and “Acknowledgements” sections and where there are no sections entitled as such, in such section of the publication as is appropriate.
	3. The Recipient shall provide NTU MIC with a copy of all publications arising from use of the Data within a reasonable time of publication.
	4. For the avoidance of doubt, the Recipient shall not publish any Confidential Information the procedures in this Clause 4 have been followed.
	5. Other than in any acknowledgement required in accordance with this Clause 4, neither Party shall use the name of the other Party in any publicity, marketing material or advertisement without obtaining the prior written consent of the other.
5. **INTELLECTUAL PROPERTY and RESULTS**
	1. The Recipient shall own all of the Results and any and all intellectual property rights in relation to the same shall vest solely in and be the property of Recipient.
	2. The Recipient will provide NTU MIC with Results in such format and at such times as NTU MIC may reasonably require. The Recipient accepts that NTU MIC may wish to undertake statistical analysis of such Results and shall co-operate in good faith with any reasonable requests or instructions in relation to the same.
	3. The Recipient grants to NTU MIC a non-exclusive, perpetual, royalty free license to use all Results provided to NTU MIC under this Agreement for NTU MIC’s non-commercial academic, teaching and research purposes only. Where appropriate, NTU MIC shall acknowledge the contribution of the Recipient in accordance with good academic practice.
6. **OWNERSHIP and NO WARRANTY**
	1. The Data are, and shall remain at all times, the sole property of NTU MIC and all unused Data including all copies, replications and documents or files containing the same whether in hard copy or electronic copy shall be immediately returned to NTU MIC (or if NTU MIC so requires, destroyed) upon the earlier of:
		* 1. expiry of the Term;
			2. at NTU MIC’s request.

For the avoidance of doubt, any costs associated with this Clause 6.1 are to be borne by the Recipient.

* 1. The Recipient acknowledges and accepts that NTU MIC makes no express or implied warranties whatsoever in respect of the Data. In particular, but without limitation to the foregoing, NTU MIC provides no warranty or representation that:
		+ 1. the possession and/or use of the Data by the Recipient does not or will not infringe any patents or rights of any person;
			2. the Data are of merchantable or satisfactory quality or fit for any particular purpose or are viable, safe or non-toxic.
1. **INDEMNITIES**
	1. To the maximum extent permitted under applicable law, NTU MIC shall have no liability to the Recipient, whether in contract, tort or otherwise in relation to the supply, safe keeping, use of the Data for the purposes of and the duration the Project, by the Recipient or by any other person or the consequences of the same.
	2. The Recipient shall indemnify and keep indemnified NTU MIC, its employees and agents, from and against any claim, action, liability, loss, damage, costs (including legal costs) or expense resulting from or in connection with the use, handling or storage of the Data by the Recipient, including the Recipient’s employees.
2. **GENERAL**
	1. Recipients shall pay costs associated with processing, transferring and making available any of the Data. Processing fees may vary according to the Data requested but will be agreed by NTU MIC and the Recipient prior to the execution of the Material Transfer Agreement.
	2. This Agreement does not create any right enforceable by any person who is not a party to it.
	3. Clauses 2.6, 3 to 5, 6.1, 7, 8.3 and 9 shall survive termination of this Agreement howsoever caused.
3. **GOVERNING LAW**
	1. This Agreement shall be governed and construed according to the laws of Republic of China (Taiwan) and shall be subject to the exclusive jurisdiction of the courts of Republic of China (Taiwan).

**The Agreement shall become effective immediately as soon as the foregoing clauses are agreed by the Recipient through the online authorized approval.**