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## 019: Data transfer agreement (DTA)

The Data Transfer Agreement (DTA) is a document which describes the process of data exchange/transmission between two parties, a PROVIDER and a RECIPIENT. Here is an example.

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### DATA TRANSFER AGREEMENT

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The parties in this Agreement are :

Professor **XXX** of the University of Geneva, Dr med. **YYY**, (here-in-after referred to as the PROVIDERS)

and

Professor **ZZZ** of the AAA (here-in-after referred to as RECIPIENT).

#### 1. DATA to be transferred

Both parties the PROVIDER and the RECIPIENT have agreed on a list of DATA to be transmitted.

DATA refers to epidemiological data from the Swiss conscripts FABER cohort, referring to reproductive parameters of the sperm tests and to answers given by the conscripts and their parents to questionnaires.

For the full list of the transferred DATA, see appendix of this agreement.

#### 2. Obligation of the RECIPIENT

- a. The DATA will be used by the RECIPIENT solely in connection with the following research project entitled:

**“Study of the xxx.”**

Summary...

- b. The DATA will only be used for research purposes by the RECIPIENT in their laboratories under suitable containment conditions. The RECIPIENT agrees to

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comply with all rules and regulations applicable to the research project and the handling of the DATA.

- c. The RECIPIENT agrees to treat in confidence the DATA, for a period of 10 years from the date of its disclosure. This period may be extended by endorsement on justification.
- d. The RECIPIENT agrees to inform the PROVIDER of any findings on the quality of DATA and any difficulty relating to data analysis.
- e. The RECIPIENT agrees to use the DATA according to the state of the art.
- f. The RECIPIENT will implement the necessary means to respect the confidentiality of DATA and its security.
- g. As the DATA represents a significant investment and is a property of the PROVIDER, the RECIPIENT therefore agrees to maintain control over the DATA, and further agrees not to transfer it to other people not under its direct supervision without advance written approval of the PROVIDER.
- h. The RECIPIENT agrees to provide the PROVIDER with all modifications of the DATA related to the cleaning process of the variables, as these changes bring additional value. All modifications should be clearly indicated.
- i. When the Research Project is completed, the DATA will be destroyed by the RECIPIENT or otherwise disposed of as mutually agreed by UNIGE and the RECIPIENT.
- j. The RECIPIENT agrees to have the PROVIDER and his colleagues as co-authors in the publication(s) dependent on the nature of the collaboration. The number, name and position of the co-authors will be decided in agreement between the RECIPIENT and the PROVIDER.
- k. The RECIPIENT agrees to inform the PROVIDER on new findings issued from the transferred DATA prior to any type of publication (scientific, media).
- l. The RECIPIENT agrees to inform the PROVIDER in advance of any funding proposal related to the DATA.
- m. The RECIPIENT will inform the PROVIDER on any aspects not mentioned here-above and that are susceptible to have an impact on the use of the DATA.

### 3. Obligation of the PROVIDER

- a. The PROVIDER agrees to transfer, store or dispose of the DATA in compliance with all applicable laws.
- b. The PROVIDER shall transfer available DATA upon request of the RECIPIENT.
- c. The PROVIDER may agree to make the DATA available under a separate agreement with other scientists.

### 4. Signatures and validity

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This Data Transfer Agreement (DTA) is effective beginning on the date of the latter of two authorized signatures of the parties.

<b>The PROVIDER</b>	<b>The RECIPIENT</b>
(NAME, SURNAME)	(NAME, SURNAME)
TITLE	TITLE
DATE	DATE
SIGNATURE	SIGNATURE

**Document available in EN**

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