

**DATA TRANSFER AGREEMENT FOR
RESEARCHERS/ORGANIZATIONS
(FOR RESEARCH USE ONLY)**

THIS DATA TRANSFER AGREEMENT BETWEEN SITE X AND SADACC (*here-in-after referred to as the "Agreement"*) is made on this ___ day of ____, ____.

between

SITE X

"Le Centre de Recherche et de Lutte contre la Drépanocytose de Bamako (CRLD) under University of Science Technique and Technologies of Bamako (USTTB)" is a public university and juristic entity established in terms of the [conducting research on sickle cell and provide care to sickle patients] and whose administrative offices are located at [Commune III, Point G, Bamako, Mali] herein represented by [Aldiouma GUINDO] in his/her capacity as [Principal Investigator of Mali site] being duly authorized thereto.

(here-in after referred to as the **"PROVIDER"**)

AND

UNIVERSITY OF CAPE TOWN

A university incorporated in terms of the Higher Education Act, 1997, and the statute of the University of Cape Town, as published and gazetted on 24 January 2020 in Government Gazette No 41, 42967, whose administrative offices are located at Bremner Building, Lower Campus, Lovers' Walk, Rondebosch, 7700, South Africa herein represented by Warda Sablay, in her capacity as Contracts Manager of the University of Cape Town and she being duly authorised thereto.

(here-in after referred to as the **"RECIPIENT"**)

PROVIDER and **RECIPIENT** may each be referred to as a "Party" or collectively as "Parties" to this Agreement.

This preamble shall be a definitive part of this Agreement.

WHEREAS under this Agreement it is agreed that **DATA** of medical research may be transferred between Parties to this Agreement only through the conditions stipulated in this Agreement;

WHEREAS the **PROVIDER** retains all ownership rights on **DATA** procured from the study;

WHEREAS under this Agreement it is agreed that the **DATA** to be transferred pursuant to this agreement are only those to be used for academic or research purposes

WHEREAS it is hereby agreed that no transfer to third parties is allowed, except for academic or research purposes where **RECIPIENT** has secured the written consent of the **PROVIDER**;

WHEREAS it is hereby agreed that the **RECIPIENT** shall cooperate with the **PROVIDER** to facilitate capacity building in **DATA** management and analysis;

AND WHEREAS the parties to the Agreement undertake to be bound by any lawful order or instruction, as they will be from time to time be obliged to do by the Permit-Issuing Organization.

NOW THEREFORE in consideration of the mutual benefits to be derived and the representations, conditions and promises herein contained.

the **PARTIES HEREBY AGREE AS FOLLOWS:**

ARTICLE I

1.1 Definitions

"Agreement" means this "DATA Transfer Agreement for Researchers/Organizations" between the Parties.

"DATA" in this context refers to facts, observations, or any information generated and documented (numerical, descriptive or visual) as specified in *Annex I*, which forms part of this agreement.

"Permit-Issuing Organisation" means the entities with the legal authority under the law to issue permits and/or to conduct scientific research or to do any activity collateral to that scientific research or matters connected thereto.

"Permit" means all consents, approvals, authorization, notifications, concessions, acknowledgements, licenses, permits or similar items required to be obtained from any Permit-Issuing Organization.

"PROVIDER" means a person or organization providing the original **DATA**.

"RECIPIENT" means a person or organization to which the original **DATA** is transferred.

"The Law" means any applicable laws of *Country of Site X* or the RECIPIENT country when there is a *lacuna* in the laws of *Country of Site X*.

CONFIDENTIAL MATTER means information that is PROVIDER's proprietary and confidential information. Such CONFIDENTIAL MATTER shall not include any item of information, data, that: (a) is within the public domain prior to the time of the disclosure by the PROVIDER to the Receiving Party or thereafter becomes within the public domain other than as a result of disclosure by the RECIPIENT or any of its representatives in violation of this Agreement; (b) was, on or before the date of disclosure in the possession of the RECIPIENT; (c) is acquired by the RECIPIENT from a third party not under an obligation of confidentiality; (d) is hereafter independently developed by the RECIPIENT, without reference to the information received from the PROVIDER; or (e) the PROVIDER expressly authorizes the RECIPIENT to disclose.

1.2 Rules of Interpretation

In this Agreement:

- a) The headings are for convenience only and shall not be considered in interpreting this Agreement
- b) The singular includes the plural and vice versa
- c) The obligations on part of the PROVIDER or RECIPIENT shall be interpreted to apply to the conduct and responsibilities of the PROVIDER Investigator or RECIPIENT Investigator

ARTICLE II

GUIDING PRINCIPLES FOR DATA TRANSFER AGREEMENTS

1. This Agreement shall be linked to a project that has received ethical clearance from the *insert name of IRB* under the *University of Sciences, Techniques and Technologies of Bamako*. The need to transfer DATA shall be stipulated in an approved proposal or subsequent amendment. Any proposal that has received clearance from a local Institutional Review Board (IRB) will require the Agreement to be processed through the *University of Sciences, Techniques and Technologies of Bamako*.

2. Signing of this Agreement shall be mandatory for all research involving foreign researchers, and this shall be declared in a research application for a research permit.

3. This Agreement shall also be mandatory for local researchers collaborating with foreigners, before sending/transferring DATA for research. This Agreement applies also to local researchers when using DATA from communities.

4. Make or cause to be made all necessary prerequisite applications for the consents to the Permit-Issuing Organization and shall diligently pursue all such applications and shall use all reasonable efforts to maintain the consents in effect once obtained and;

5. In the case of this Agreement involving a foreign counterpart, before signing the Implementing Letter of Agreement (I.L.A), the concerned research institutions in the PROVIDER country, in this case, *insert site name*, should access information from the *National Research Registry* formed under the Malian Institutional Ethic Committee in Health and sciences of life (EC/USTTB) Decision No 2021-0416/USTTB-R/SG-SAJE of 23 December 2021 to determine whether the foreign researcher had obtained a research permit.

ARTICLE III

TRANSFER OF THE DATA

3.1 DATA to be transferred

Subject to the terms and conditions of this Agreement, the PROVIDER agrees to transfer the DATA and the RECIPIENT agrees to receive the DATA as identified in *Annex I*.

3.2 Obligation of the RECIPIENT

It is hereby agreed that the following conditions to the Agreement shall be binding on the RECIPIENT:

- (a) The RECIPIENT agrees to use, store or dispose of the DATA in compliance with all applicable laws including those relating to research involving the use of human and animal subjects.
-



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3.2 Obligation of the RECIPIENT

It is hereby agreed that the following conditions to the Agreement shall be binding on the RECIPIENT:

- (a) The RECIPIENT agrees to use, store or dispose of the DATA in compliance with all applicable laws including those relating to research involving the use of human and animal subjects.
-

- (b) The DATA shall remain the property of the PROVIDER and PROVIDER hereby consents to the DATA being made available as a service to the research community.
- (c) The RECIPIENT shall use the DATA for teaching or academic research purposes only.
- (d) Except as previously approved by the Permit-Issuing Organization, and with the written consent of the PROVIDER, the RECIPIENT shall not transfer or distribute the DATA to a third party.
- (e) The RECIPIENT shall acknowledge the source of the DATA in any publications reporting use of it.
- (f) Subject to Article V of this Agreement, the RECIPIENT shall be liable for damages which may arise from RECIPIENT's use, storage and disposal of the DATA.
- (g) The RECIPIENT and the RECIPIENT Investigator shall sign two copies of this Agreement and return one signed copy to the PROVIDER. The PROVIDER shall then transfer the DATA.
- (h) The RECIPIENT shall provide the PROVIDER with a manuscript of any proposed publication or presentation resulting from the study using the DATA at least thirty (30) days prior to submission thereof for publication or presentation. The PROVIDER reserves the right to review any such manuscript and to require the removal of CONFIDENTIAL MATTER in order to protect its proprietary rights and interests. PROVIDER shall notify RECIPIENT in writing within a thirty (30) day period concerning the removal of CONFIDENTIAL MATTER and to suggest editorial modifications in the manuscript.

3.3 Obligation of the PROVIDER

It is hereby agreed that the following conditions to the Agreement shall be binding on 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 immediately the DATA upon receipt of one of the two copies duly signed by the RECIPIENT.

(c) Subject to availability, the PROVIDER may agree to make the DATA available under a separate agreement with other scientists (at least those at non-profit organizations or government agencies) who wish to replicate the RECIPIENT Investigator's scientific research).

(d) Subject to Article V of this agreement, the PROVIDER shall be liable all liabilities for damages which may arise from PROVIDER's use, storage and disposal of the DATA.

ARTICLE IV

COSTS AND PAYMENT ARRANGEMENTS

The DATA shall be shared between the parties of this agreement at no cost.

ARTICLE V

WARRANTIES

Any DATA transferred pursuant to this Agreement is understood to be experimental in nature. The PROVIDER and RECIPIENT MAKE NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO

EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

ARTICLE VI

LEGAL TITLE TO DATA TRANSFERRED AND BENEFIT SHARING

Legal title to the DATA transferred shall be unaffected by this Agreement or the transfer of any Material hereunder. (i). As between the PROVIDER and the RECIPIENT, the PROVIDER shall be the sole owner of all rights and the title to the DATA transferred including existing intellectual property rights. (ii). The PROVIDER and RECIPIENT shall discuss the sharing of benefits arising from use of the DATA in accordance with the contributions of the Parties.

ARTICLE VII

PERMITS, LICENCES AND APPROVALS

Prior to commencement of this Agreement, PROVIDER and RECIPIENT shall, at their own expense:

- (a) Make or cause to be made all necessary prerequisite applications for the consents to the Permit-Issuing Organization and shall diligently pursue all such applications and shall use all reasonable efforts to maintain the consents in effect once obtained and;
- (b) Give all required notices and allow all required inspections under all consents obtained in connection with that transfer. The information supplied in the applications shall be complete and accurate and shall satisfy the substantive and procedural requirements of the applicable laws of the *Country of Site X* or of the other country where the DATA is transferred.

ARTICLE VIII

NON-EXCLUSIVE LICENSE

The transfer of the DATA constitutes a nonexclusive license to use the DATA solely for academic and research purposes only. The transfer of DATA does not grant the RECIPIENT any additional rights in the DATA other than specifically set forth in this Agreement.

ARTICLE IX

AMENDMENTS

This Agreement may be amended by mutual written Agreement of the Parties, which shall enter into force on the date agreed by both Parties.

ARTICLE X

TERMINATION

Termination of this Agreement is accomplished:

- (a) Immediately upon mutual written consent of both Parties;
- (b) Unilaterally by either Party with sixty (60) days' written notice to the other Party;
or
- (c) Upon 30 days' written notice of a Party's contravention of law; and
- (d) As stated in Article XI

ARTICLE XI

APPLICABLE LAW, SEVERABILITY

The Parties recognize and agree that this Agreement is a contract and not an International agreement, that International Law is not applicable to this Agreement, and that International Law does not govern the interpretation of the provisions of this Agreement. Any dispute arising

under this Agreement which is not disposed of by agreement between the Investigators shall be submitted jointly to the Authorized signatories of this Agreement. A joint decision of the Authorized signatories or their designees shall be the disposition of such dispute. If the Parties cannot reach a joint decision, either Party may terminate this Agreement immediately.

The Parties hereby consent to the jurisdiction of the Courts of the *Laws of the Republic of South Africa* for any action, suit or proceeding arising out of or relating to this letter agreement brought against the *insert country name*; and to the jurisdiction of the courts of the RECIPIENT Government for any action brought against the RECIPIENT Government or any of its agencies.

This Agreement is effective when signed by all Parties and countersigned by the Chair of the *University of Sciences, Techniques and Technologies of Bamako*, Mali. The Authorized Officials executing this Agreement certify that they are the legal representatives of their respective organizations, authorized to sign on behalf of their respective organizations for the purpose of binding the said organizations to the terms of this Agreement, for the transfer specified above.

ARTICLE XII

NOTICE

All notices pertaining to or required by this Agreement shall be in writing, shall be signed by an authorized representative and shall be delivered to the addresses indicated on the signature page for each Party.

ARTICLE XIII

NONAPPLICABILITY OF THIS AGREEMENT TO EXISTING OR FUTURE AGREEMENTS

The terms of this Agreement are not intended to and do not affect any other existing or future agreements between the Parties

IN WITNESS WHEREOF the PARTIES hereto have signed this Agreement in the presence of the witnesses and at the places and on the dates set opposite their respective signatures.

SIGNATURE PAGE

FOR RECIPIENT *W Sablay*
RECIPIENT'S Authorised Signatory

Mailing address for MATERIAL

Tel: +27216503546

Fax: _____

Email: warda.sablay@uct.ac.za

FOR PROVIDER:

PROVIDER'S Authorised Signatory

Signature

Prof Mahamadou Diakite
Printed Name and Title

Mailing address for MATERIAL

Tel: (+223) 76231191

Fax: _____

Email: m.diakite@icermali.org

RECIPIENT'S Authorised Investigator: I acknowledge and understand the terms to this Agreement.

Signature

Ambroise Wonkam

Printed Name and Title

Mailing address for Notices

Tel: 0214066307

Fax: N/A

Email: ambroise.wonkam@uct.ac.za

PROVIDER'S Authorized Investigator: I acknowledge and understand the terms to this Agreement

Signature

Aldiouma GUINDO
Printed Name and Title

Mailing address for Notices

Tel: (+223) 66786953

Fax: _____

Email: _____

CERTIFICATION

Authorized Official:



Signature:

Printed Name and Title

Mailing Address:

Tel:

(+223) 76 23 11 91

Fax:

Email:

mdia.kite@icermali.org



Annex 1

Description of Information to be transferred under this Agreement: (DTA)

No 1. SOCIAL DERMOGRAPHIC INFORMATION

No 2. OMICS DATA - Genomics. Transcriptomics. Metabolomics

No 3. METADATA OF BIOLOGICAL SAMPLES OR BIOREPOSITORIES

Was the DATA described above collected under (Study Title):

A research protocol Approved by Provider's Authorities:

Yes Certificate Number: N°2021/106/CE/USTTB

No

Research protocol-related Grant or Contact from RECIPIENT'S Government or organisation

Yes Number: _____

No

Provider Investigator: I declare that the above-mentioned type(s) and format of Dataset are only the one to be transferred herein.

Name: Aldiouma GUINDO

Signature:

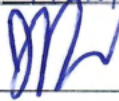
Date: 3/23/2022

Seal Stamp



Authorised official: CHAIR _____ I approve ONLY _____ type (s) and format of Dataset mentioned here above to be transferred from Site X

Name: Prof MAMMADOUM DIAKITE

Signature:  Date: 04/oct/2022

Seal Stamp

