## MATERIAL/DATA TRANSFER AGREEMENT

between

Lund University

P.O. Box 117

SE-221 00 Lund

Sweden

(hereinafter referred to as the “University”)

and

[*Recipient name*]

[*address*]

(hereinafter referred to as the ”Recipient”)

1. The material covered by this agreement consists of [*material*] (the “Material”). The Recipient agrees to use the supplied Material only for the specific purpose of conducting research in accordance with the project description in Appendix 1 (the “Research Project”).

2. The Recipient undertakes not to use the Material for any other purpose than the Research Project, including but not limited to commercial activities, without the University’s prior written approval.

The Recipient will use the Material in compliance with all applicable legislation, regulations and ordinances.

The Recipient further undertakes to retain control over the Material at all times, and not to give any third party access to the Material without the University’s prior written approval.

3. Title to the Material and any property rights therein vests in the University. The Recipient shall not obtain any proprietary interest in the Material through this agreement. Except as provided in this agreement, no express or implied licences or other rights are provided to the Recipient under any proprietary rights of the University. The University reserves the right to distribute the Material to any other parties as it sees fit and to use it for any and all purposes.

4. Subject to section 10 below, the Material will be delivered to the Recipient after the signature of this agreement by both parties. All costs associated with the transport and delivery of the Material will be covered by the Recipient.

5. The Recipient agrees to continuously and without delay provide the University with written information on the results of the Research Project and on any intended publications (whether in the form of a paper, poster, abstract or lecture) of the results of the Research Project or any other information containing the Material.

The Recipient hereby grants to the University a non-exclusive, free-of-charge, unlimited, perpetual license to use any results of the Research Project, whether or not such results may be protected under intellectual property laws and whether or not such results are protected as a matter of such laws without prior application or registration, for non-commercial, research- and educational purposes only.

The University agrees not to use the results of the Research Project for commercial purposes. The University further agrees not to submit any publication containing such results without the prior written consent of the Recipient.

6. The University acknowledges that written information on the results of the Research Project may contain confidential information. The University agrees to maintain such written information, which is clearly marked as “confidential”, in strict confidentiality and not to disclose it to any third party without the express written consent of the Recipient, for a period of two (2) years from the date of disclosure.

The obligation of non-disclosure does not apply to (a) information which at the time of disclosure is in the public domain, (b) information which becomes part of the public domain after disclosure by publication through no violation of this agreement, (c) information which the University possessed prior to disclosure, (d) information which is lawfully disclosed by a third party after the Recipient’s disclosure to the University, provided that such third party did not acquire such written information under an effective obligation of confidentiality to the Recipient, or (e) information that the University is required to disclose in order to comply with law or court order.

7. The University’s contribution shall be expressly noted in all written or other public disclosures of the Recipient’s research involving the Material either by acknowledgement or co-authorship, whichever is appropriate in accordance with good international standards for scientific publication.

8. In the event that the Recipient wishes to commercialise any result of the Research Project, the parties will in good faith, but without obligation, negotiate a commercial license for the Material.

9. The Recipient understands and acknowledges that the Material is experimental in nature, and may have hazardous properties. The Recipient further acknowledges that the Material is provided “as is” and without any representation or warranty, express or implied, as to its accuracy or completeness, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose, or any warranty that the use of Material will not infringe or violate any patent or other proprietary rights of any third party. Acceptance of the Material will constitute acceptance by the Recipient of liability for any damages or injuries resulting from its possession or use of the Material.

**10. Data Protection**

10.1 The Material provided by the University hereunder may be used, by itself or in combination with other available information, to identify a specific individual (“Personal Data”). The Material must not be used for any other purposes than as explicitly provided hereunder. Further, for sake of the clarity, key-coded data relating to individual persons is considered to be Personal Data.

Compliance with Applicable Law. In the performance of obligations under this agreement, the Parties shall comply with all applicable laws and regulations relating to information privacy and data protection.

 [*Comment:* *add alternative text for transfers outside the EES (Third Countries) Choose one of the two alternatives below. Delete the other one.*]

[Data Protection Framework. Where the Recipient is domiciled in the U.S. and receives or accesses Personal Data relating to individuals located in the European Union hereunder, it hereby warrants that it is has joined the E.U.-U.S. Data Protection Framework.]

[Additional Agreements. Where the Recipient is domiciled outside the European Economic Area and receives or accesses Personal Data relating to individuals located in the European Union hereunder, Recipient and Provider shall promptly upon signature of this Agreement enter into the Standard Contractual Clauses adopted by the European Commission on 4 June 2021 for the transfer of personal data to Third Countries pursuant to Regulation (EU) 2016/679 available at: <https://ec.europa.eu/info/law/law-topic/data-protection/publications/standard-contractual-clauses-controllers-and-processors>, (to be included in this agreement as Appendix 2) or such or such later version of the Standard Contractual Clauses as are then in force. Prior to the entering of Standard Contractual Clauses, no transfer of Materials will take place under this Agreement. The Parties are only permitted to transfer Personal Data to a country outside the European Economic Area where there are appropriate safeguards in compliance with Articles 46-47 and 49 of the General Data Protection Regulation, such safeguards including, but not limited to, the Standard Contractual Clauses. The Parties are to inform each other if such transfer mechanisms are in place and of the legal grounds for the transfer. This shall however not apply to Recipient if domiciled in any of the countries whose level of protection has been deemed adequate by the European Commission.]

10.2 Consent. Where required by local law, the Recipient will ensure that all necessary consents from principal investigators or others from whom Personal Data will be received are in place before collecting, using, disclosing or transferring that Personal Data.

**11. Non-Use**

11.1 The Recipient will not use Personal Data for any purpose other than as described in the Project Description of this agreement. If the agreement authorizes the Recipient to process Personal Data, the Recipient will not process it in a way that is incompatible with the purposes for which it was collected or subsequently authorized by the individual from whom it was obtained. For avoidance of doubt, the strict requirement to not process Personal Data in a way that is incompatible with the purpose for which the Personal Data was collected applies to all parties as well as, if any, subcontractors involved in the research.

11.2 Non-Disclosure. The Recipient will not disclose Personal Data in a manner inconsistent with any notice provided or consent collected pursuant to Section 10.2 of this agreement. Without express written authorization from the University, the Recipient will not disclose Personal Data to any third parties, including governmental or regulatory authorities; however, where the Recipient has a mandatory obligation under applicable laws to respond directly to such governmental or regulatory requests, the Recipient shall notify the University as soon as possible of such disclosure.

11.3 Safeguards. The Recipient will apply adequate and reasonable electronic, physical, and other safeguards appropriate to the nature of the information to prevent any unauthorized, accidental or unlawful use, access, alteration, loss, destruction or disclosure of Personal Data (“Security Breach”). The Recipient will implement appropriate internal policies, procedures, or protocols to minimize the risk of occurrence of a Security Breach.

11.4 Security Breach. The Recipient will notify the University promptly, and in any event within ten (10) days of discovery of such Security Breach, and take immediate steps to consult with the University in good faith regarding remediation efforts to mitigate or rectify the Security Breach. The Recipient shall undertake remediation efforts at its sole expense, or reimburse the University for its reasonable costs and expenses incurred in connection with remediation efforts.

11.5 Identification of study subjects. To the extent the Recipient is in receipt of key-coded or anonymized data, the Recipient will not attempt to re-identify material from study subjects and will implement appropriate internal policies, procedures, or protocols to minimize the risk of any identification of material related to the study subjects. If the Recipient receives or obtains from the University, Personal Data that unintentionally reveal the identity of a study subject, the Recipient will promptly, within ten (10) days of discovery, notify the University. The Recipient will then cooperate with the University in order to remedy the unintentional disclosure and to minimize the risk of recurrence.

12. This agreement becomes effective on the date of the last signature below and will remain in force for the duration of the Research Project.

The University may terminate this agreement if the Recipient is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Recipient has failed to remedy the same within fifteen (15) days after receiving written notice from the University.

13. Upon completion of the Research Project or earlier termination hereof, the Recipient will discontinue all use of the Material and, upon the University’s instructions, return or destroy the Material.

14. This agreement is subject to Swedish substantive law.

15. Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be solved by mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce (“Mediation Rules”).

Where the dispute is not solved by mediation within the period of time prescribed by the Mediation Rules, the dispute shall be finally settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with its Rules for Expedited Arbitrations.

The seat of arbitration shall be Stockholm, Sweden.

The language to be used in the arbitral proceedings shall be English.

The above provisions do not prevent either party from submitting a definite and payable claim to a court or other authority of competent jurisdiction.

16. Changes and amendments to this agreement must be made in writing and signed by authorised representatives of both parties.

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This agreement has been drawn up in two (2) original copies, each party receiving one duly signed copy hereof.

Lund University [*Recipient name*]

Place: Place:

Date: Date:

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Head of Department [*title*]

**Appendix 2**

**Personal Data Protection – standard contractual clauses**