[Rs. 100 Stamp paper](If applicable)

**Data Transfer Agreement**

**Between**

**The Aga Khan University**

**And**

**[NAME OF COLLABORATING CENTER]**

This Data Transfer Agreement (“**DTA**”), dated [dd/mm/yyyy] (the “Effective Date”), is entered into by and between **The Aga Khan University**, a statutory body established under the laws of Pakistan, having its head office at Stadium Road, P.O. Box 3500, Karachi 74800, Pakistan (The **“University”**) and [name of collaborating center] having its office at [address of collaborating center] (The **“Data Provider”**). The University and The Data Provider may be referred to herein by name or individually, as a “***Party***” and collectively, as the “***Parties***.”

**WHEREAS:**

**A.** The University through its Department of Surgery is conducting a prospective, observational, multi-center research study, titled ‘PakSurg 1: Determining the epidemiology and risk factors of surgical site infections in Pakistan – A prospective, multi-center cohort study’ (The “Research”).

**B.** The Data Provider wishes to participate in The Research and has agreed to transfer and grant The University access to The Data developed by The Data Provider for the purpose of collaboration in The Research in accordance with the assurances set forth in The Agreement;

**In consideration of the mutual covenants and promises set forth herein, the parties agree as follows:**

1. Applicable Data. The Data Provider will make available, to The University, The Data, specified at “Appendix A”, which excludes the following identifiers for the individuals who will be subjects of the information or of relatives, employers, or household members of the individuals (The “Limited Data Set”):

(a) Names;

(b) Postal address information (other than town or city, state and zip code);

(c) Telephone numbers;

(d) Fax numbers;

(e) E-mail addresses;

(f) Social security numbers;

(g) Medical record numbers;

(h) Health plan beneficiary numbers;

(i) Account numbers;

(j) Certificate/license numbers;

(k) Vehicle identifiers & serial numbers, including license plate numbers;

(l) Device identifiers & serial numbers;

(m) Web Universal Resource Locators (URL’s);

(n) Internet Protocol (IP) address numbers;

(o) Biometric identifiers, including finger and voice prints; or

(p) Full face photographic images and any comparable images.

1. Permitted Uses and Disclosures.
2. The University will limit the use and disclosure of The Limited Data Set(s) to conduct The Research related to achieving its goals as represented above.
3. The University will restrict access to The Limited Data Set to only those individuals involved in The University‘s research who have a need to access The Limited Data Set to carry out their duties as they relate to the Permitted Uses and Disclosures identified above, and any such access will be consistent with the assurances and obligations set forth in The Agreement.
4. The Data Recipient’s Assurances.

The University makes the following assurances to The Data Provider with respect to The Limited Data Set(s) it receives pursuant to The Agreement:

(a) The University acknowledges that The Data is owned by The Data Provider;

(b) The University will not use or further disclose The Limited Data Set(s) other than as permitted by The Agreement or as otherwise required by law. In no event, will the University use or further disclose the information that would violate any local applicable laws of Pakistan.

(c) The University will use appropriate safeguards to prevent use or disclosure of The Limited Data Set other than as permitted under The Agreement.

(d) The University will immediately report to The Data Provider any use or disclosure of The Limited Data Set(s) not provided for by The Agreement of which The University becomes aware.

(e) The University will ensure that any agent(s), sub-contractor(s) that are approved by The Data Provider upon request by The University, to whom it provides The Limited Data Set(s), if any, are under an obligation to maintain confidentiality of The Data and agree, through a Data Transfer Agreement between such agent(s)/sub-contractor(s), to the same restrictions and conditions that apply to The University with respect to such information.

(f) The University will not attempt to identify the information or contact the individuals for whose records are contained within The Limited Data Set.

(g) The University will employ appropriate safeguards applicable to The Limited Data Set(s) received, maintained, or transmitted in electronic form.

(h) The University hereby gives the permission to The Data Provider or its authorized representatives to conduct audit(s) of the University and/or its partners/collaborators/sub-contractors, as applicable, who have been provided The Data, concerning the maintenance of appropriate security safeguards to ensure compliance with this DTA.

1. Warranty Disclaimer.

EXCEPT AS PROVIDED SPECIFICALLY IN THIS DTA OR PROHIBITED BY APPLICABLE LAW, THE DATA is PROVIDED “AS IS,” AND THE PARTIES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND REGARDING THE DATA, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1. Term.

The Agreement shall remain effective from the date of signing of The Agreement and expire on the earlier of the following dates: (a) on completion of The Research; or b) on thirty days written notice from one party to the other.

1. Indemnification.

The Parties will indemnify and hold each other harmless against legal or administrative actions or claims and all related liabilities, losses, costs or expenses (including reasonable legal fees and expenses) (collectively the “Liabilities”) which may be brought against a party and which are caused by the other party’s breach of its assurances pursuant to The Agreement. Such indemnification will be limited to those Liabilities, in whole or in part, that are not attributable to the breach of the party seeking such indemnification of its assurances or to its own negligence or willful misconduct. The parties agree that the obligations of this paragraph will survive the termination of The Agreement.

1. Recognition:

The University will give due credit to The Data Provider for use of The Data in all publications, materials, and presentations in which results generated wholly or partially through use of The Data are discussed. For this purpose, The University and The Data Provider will share authorship of any resulting publications.

1. Notices.

Any notice permitted or required as provided for herein will be in writing and to the contact and address as noted below or as may be provided by either party to the other in writing from time to time.

**For The** **University:**

The Aga Khan University

Office of Research and Graduate Studies

Stadium Road

Karachi 74800, Pakistan

+92 21 3486 4111

Research.office@aku.edu

With copy to:

Dr. Syed Ather Enam

Professor of Neurosurgery

Chair, Department of Surgery

The Aga Khan University

ather.enam@aku.edu

021 34864741

For The Data Provider:

[*enter* *relevant contact details*]

1. Termination.

Both Parties have the right to terminate this DTA at any time by means of thirty (30) days’ written notice to the other in which case The University shall discontinue all use of The Data and, at The Data Provider‘s discretion, promptly return to The Data Provider, or destroy all unused Data in accordance with The Data Provider‘s instructions and to The Data Provider’s satisfaction.

1. Governing Law/Jurisdiction.

Any legal action, claim or other legal proceeding commenced by one party hereto against another party hereto, arising out of The Agreement, shall be commenced in the courts of the jurisdiction in which the responding party hereto is situated; and for the purposes of such proceeding, The Agreement shall be governed by and shall be interpreted, construed and enforced in accordance with the laws of Pakistan.

1. Miscellaneous.

This DTA constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings relating to the subject matter hereof. This Agreement may not be modified except by a written instrument signed by authorized representatives of both parties. This DTA may be signed in counterparts, and each counterpart may be delivered by facsimile or signed PDF by email. Each counterpart shall constitute an original, and when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this DTA to be executed by their duly authorized representatives as of the date first written above.

**THE AGA KHAN UNIVERSITY**

By:

Name:

Designation:

By:

Name:

Designation:

[NAME OF COLLABORATING CENTER]

By:

Name:

By:

Name:

As Its:

**Appendix A**

The data would include sociodemographic, preoperative, intraoperative, and postoperative variables for each patient as well as some hospital-level variables specified in the Appendix A – Questionnaire, provided separately with this Agreement.