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COLLEGE OF HEALTH SCIENCES SCHOOL OF HEALTH SCIENCES RESEARCH ETHICS COMMITTEE

DATA TRANSFER AND USE AGREEMENT (TEMPLATE)

Note: Ensure your DTA captures all elements below

1.0: Parties

The Data Transfer and Use Agreement should carefully list the parties and their addresses on the first page (The parties will include representative (s) from a foreign institution and representative (s) from the local institution). Only legally authorized heads of the institutions or delegated officer of both the parties should sign the agreement at the bottom last page

2.0: User (s)

Authorized users of the data should be mentioned. The users cited must agree to abide by the terms and conditions of the DTA. Transfer to third parties not mentioned in the DTA is prohibited without written consent of the PI, local PI or their assignees and approval from the REC of record.

3.0: Purpose

Statement on the intended use of the data.

4.0: Description of the data

The data being transferred/ exchanged must be fully described.

5.0: Restriction of the data

If there are specific restrictions for the recipient organization, they should be described. Specific restrictions may, for example, include: to be used for one purpose and not the other; to be used in a specific country only or to be used strictly under the laws of a specific country.

6.0: Publication rights

Publication (Both parties should agree on modalities for publication)

7.0: Data Ownership

Statement on data ownership. Note that research participants are sample sources and own their data. Institutions are custodians of data and can negotiate its use. Both parties shall negotiate data ownership and use in accordance with the institution of affiliation's data use and ownership policies. Ownership of data shall be clearly

stated in the research protocol and DTAs which shall be reviewed and approved by the REC, or IACUCs and UNCST.

8.0: Privacy and Confidentiality

State the mechanisms for ensuring privacy and confidentiality of data. This should be agreed upon by both parties as stated in the DPPA.

9.0: Security of data

Statement on the security of data being transferred.

10.0: Data Collection, management and Processing

Describe how data collection, management and processing will be done.

11.0: Methods of data sharing

Statement on data sharing mode (will data be shared in electronic format or any other format)

12.0: Period of use

State the period in which data will be used.

13.0: Governing Laws

State the governing law. Such laws may be the laws of the provider's and recipient's country or both. Whatever the case may be, the DTA should be prepared taking into consideration the governing laws of the provider's and recipient's countries.

14.0: Warranty

The DTA should explain that the provider is giving the data "as is" and does not promise that data will perform in any specific way.

15.0: Costs

Statement on costs of data transfer and any other costs

16.0: Dissemination of study findings

Statements on how the study findings will be disseminated (modes of dissemination of study findings such as articles written for professional and layperson publications, presentations at scientific and professional conferences, special lectures/talks in academic and professional settings, websites/newsletters from institutions, and collaborating agencies/research sites and the interest groups)

17.0: Amendments

The DTA should have a clause which states that the DTA may be amended at any time by written mutual consent of both parties.

18.0: Termination of the DTA

Statement that the DTA may be terminated by either party providing a written notice in an agreed time frame. Statement on destroying the data shared, (the Principal investigator can instruct the requestor to destroy all copies of the data. If the requestor has not yet completed using the shared data within the specified agreed period, the agreement to share data will be revisited annually by the PI and the research team to decide whether to continue sharing or terminate the sharing agreement. If the research team determines that the sharing agreement

should be terminated, the requestor will be instructed to destroy all the copies of the data. Evidence of the destruction of data shall be submitted to UNCST once data are destroyed.

19.0: AGREED

Name of foreign institution.....

Legally Authorized head of the institution or delegated official for the foreign institution

Signature:..... Date (MM/DD/YY)

Name:.....

Title:

Mailing Address and telephone contact :.....

Name of local institution.....

Legally Authorized head of the institution or delegated official for the local institution

Signature:..... Date (MM/DD/YY).....

Name:.....

Title:

Mailing Address and telephone contact :.....