

[(1)

[(2)

DATA TRANSFER AGREEMENT

THIS AGREEMENT is made

2008

BETWEEN:

- (1) [] of [] (the “Sender”); and
(2) [] of [] (the “Receiver”).

IT IS AGREED AS FOLLOWS:

The Sender agrees to provide the Receiver with the data described below subject to the following terms and conditions.

- 1 The Sender shall provide the Receiver with the following data, in the following medium on the following date [] (the “Data”).
- 2 The Receiver shall only use the Data for []. The Receiver may not use the Data for any other purpose.
- 3 The Receiver may only use the Data between [date] and [date]. On or before [date] the Receiver shall [confidentially dispose of the Data [by []]] [return the Data to the Sender by []].
- 4 [The Receiver shall by [date] pay to the Sender the sum of [£] plus VAT.
- 5 The Data is to be regarded as personal data within the meaning of the Data Protection Act (the “Act”).
- 6 In all dealings and processing of the Data the Receiver agrees to comply with the Act.

- 7 The Receiver agrees to indemnify the Sender against any liabilities incurred by the Sender caused by the Receiver's breach of its commitments either under the Act or under this Agreement.
- 8 If at any stage the Receiver fails to comply with the Act (including for the avoidance of doubt a breach of security) the Receiver shall immediately notify the Sender's Representative. The Sender's Representative shall be [].
- 9 The Receiver's Representative shall be []. The Receiver's Representative shall be responsible for ensuring that the Receiver complies with its commitments under this Agreement.
- 10 The Receiver may (subject to anonymisation) use the Data for the basis of publication of research. [Anonymisation requires []]. Publication means the writing of academic works, including articles for journals, books, posters and papers at conferences.
- 11 [To guarantee security the Receiver shall in particular take the detailed steps described under the Schedule to this Agreement.]
- 12 The Receiver agrees not to link [or merge] the Data with any other personal data [or information] that might come into its possession.
- 13 **The Sender makes no warranty as to the accuracy or reliability of the Data. The Receiver to the full extent allowed under the law, entirely uses the Data at its own risk and without any liability on the Sender.**
- 14 The Receiver acknowledges that the intellectual property rights in the Data are owned by the Sender. The Receiver may only use under licence the Data for the purposes indicated under 2 above. This licence may be revoked at any time if the Sender exercises its rights under clause 16 below.
- 15 The Receiver shall fully support the Sender with regard to its obligations to data subjects under the Act. In particular at the request of the Sender the Receiver will

provide further information relating to its processing of the Data and desist processing Data if required by the Sender.

- 16 [Upon breach of any of the Receiver's commitments detailed above] The Receiver shall upon the request of the Sender immediately return the Data or arrange for the secure disposal of the Data.
- 17 This Agreement represents the entire understanding of the parties relating to the Data.
- 18 No temporary forbearance by a party shall constitute a binding waiver. This Agreement may only be varied with the written agreement of both parties.
- 19 This Agreement is subject to the non-exclusive jurisdiction of the English courts and English law.

THE SCHEDULE

Security Steps To Be Taken By The Receiver

Signed and agreed to be effective from the date first appearing at the top of this Agreement.

Signed for and on behalf of
[] by

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[]

Signed for and on behalf of
[] by

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[]