This Data Sharing Agreement ("Agreement") is effective as of the date of last signature ("Effective date") by and between:

(1) **Biobank of Translational Medicine Research Center by Faculty of Medicine, Prince of Songkla University,** with offices located at Hatyai, Songkhla, Thailand (hereinafter referred to as **"PROVIDER"**)

and

(2) ……**,** with offices located at..... (hereinafter referred to as **"RECIPIENT"**)

(PROVIDER and RECIPIENT shall be hereinafter referred to collectively as "Parties" and individually as "Party")

WHEREAS

PROVIDER and RECIPIENT have agreed to enter into this Agreement for the purpose of the project titled ..... (hereinafter referred to as "Project") as followings;

1) ……

2) ……

In order to execute the terms of this Agreement,

PROVIDER designate its officer, ...(PI Name)....., as a Principal Investigator of PROVIDER, and

RECIPIENT designate its officer, ...(PI Name)....., as a Principal Investigator of RECIPIENT.

IT IS NOW AGREED BY THE PARTIES AS FOLLOWS:

1. **Definitions**

In this Agreement, the following words shall have the following meanings:

Data	Data collected by PROVIDER, to be used and such study to be carried out by RECIPIENT. All data, including without limitation research data, subject testing data, clinical data, all other data resulting from research activities in the industrial or scientific and fields.
Results	Any and all intellectual property (including but not limited to modifications, improvements, derivatives or summaries) generated by RECIPIENT in the course of the use or analysis of the Data under this Agreement
Confidential Information	Confidential Information shall include information provided in documentary form or by way of a model or in other tangible form, which at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence. Notwithstanding, all Data shall be the Confidential Information of PROVIDER.
Intellectual Property Rights or Intellectual Property	All intellectual property rights, including without limitation: i. patents, copyright, registered designs, trade marks (including service marks), all other rights resulting from intellectual activity in the industrial or scientific, fields, and the right to have confidential information kept confidential; and ii. any application or right to apply for registration of any of those rights.
Term	…….year(s) after the Effective date.

2. **Agreement Term and Binding Obligation**
RECIPIENT agrees to be bound by this Agreement in consideration of PROVIDER making the Data available to RECIPIENT. This Agreement shall commence on the Effective date and will continue for the Term. Upon the termination or expiration of this Agreement, the terms of 3, 4, 5, 6, 7, 10, 11, 12, 13 and 14 shall survive.

3. **Ownership of Data**
The Data remains the property of PROVIDER. There is no transfer or licence or implied transfer of licence rights in the Data from PROVIDER to RECIPIENT including any

Intellectual Property Rights. This Agreement does not restrict the rights of PROVIDER to distribute the Data to other institutions or to publish any document relating to the Data.

4. **Data Security**
RECIPIENT shall retain the Data in a secure location on its premises and shall not permit the Data or any part of it to come into the possession or control of any other organization or any individual other than those involved in the Project.

5. **Restrictions on Data Sharing**
RECIPIENT shall not share or transfer the Data in whole or in part to any third parties without the relevant third party entering into a separate Data Sharing Agreement with PROVIDER.

6. **Permitted Use of Data**
RECIPIENT shall use the Data only to carry out research in relation to the Project and only for research that has appropriate ethical approval. RECIPIENT shall not use the Data or any parts thereof for any commercial purpose or any purpose that is subject to consulting or licensing obligations to third parties.

7. **No Warranties and Limitation of Liability**
PROVIDER makes no representations and gives no warranties either express or implied in relation to the Data: for example (without limitation) that the Data is of satisfactory quality or fit for any particular purpose, or that use of the Data is free from infringement of third party rights, including Intellectual Property Rights. The PROVIDER shall not be liable for any use made of the Data by RECIPIENT, and to the extent permissible by law RECIPIENT shall indemnify and hold PROVIDER harmless for any damages howsoever arising from RECIPIENT's use, storage or disposal of the Data.

8. **Good Research Practice and Compliance**
RECIPIENT shall use the Data in accordance with good research practice, all due skill and care and with dignity, sensitivity and respect. RECIPIENT shall comply with any relevant privacy law and in compliance with all other applicable laws, regulations, guidelines and approvals, including without limitation the ICH-GCP. RECIPIENT shall implement appropriate technical and organisational measures to protect the Data against unauthorized or unlawful processing, accidental loss, destruction, or damage.

9. **Changes in Data Use**
RECIPIENT agrees to obtain the written consent of PROVIDER if there is any material change to the proposed use of the Data in the Project.

10. **Intellectual Property Rights**
The Parties agree that all rights, title and interest in the Intellectual Property discovered or developed as a result of RECIPIENT's use of the data for the Project (hereinafter referred to as "the Project IP") will be owned jointly by the Parties as tenants in common in shares proportionate to their respective intellectual contributions to the development or creation of that Intellectual Property.

Having regard to any requirements to protect potentially commercially intellectual property, each Party grants to the other Party a non-exclusive, non-transferable, perpetual, royalty free, worldwide licence to use the Project IP they own for non-commercial research, education and training purposes.

11. **Co-Authorship and Publication**
PROVIDER and RECIPIENT intend that their respective researchers shall as co-authors publish the Results of the Project deriving from use of the Data. Such publications shall be in accordance with the respective policies of the Parties regarding authorship.

12. **Acknowledgement of Data Source**
RECIPIENT shall acknowledge PROVIDER as the source of the Data in any publication reporting on its use, unless requested otherwise by PROVIDER.

13. **Privacy and Confidentiality**
RECIPIENT undertakes to store the Data in accordance with all applicable laws and not to attempt to identify or contact the Study Participants or to compromise or otherwise infringe the confidentiality of information on the Study Participants and their right to privacy. In the event that RECIPIENT inadvertently identifies any donor then it shall notify PROVIDER immediately setting out in reasonable detail the circumstances by which it happened.

14. **Confidential Information**
RECIPIENT shall maintain the Confidential Information in confidence and shall not disclose to any third party, or use the Confidential Information for any purpose other than the implementation of this Agreement. RECIPIENT shall immediately notify PROVIDER if RECIPIENT becomes aware of any suspected or actual unauthorized use, copying or disclosure of Confidential Information, or data breach. The RECIPIENT shall take all reasonable measures to mitigate or rectify such incidents' impact and resume its obligations under this Agreement as soon as the issues are resolved. If the period of non-performance exceeds 28 days from the start of the issues then the PROVIDER will have the option, by written notice to the other party, to terminate this agreement.

15. **Termination Rights**

PROVIDER has the right to terminate this Agreement forthwith at any time and for any cause by means of written notice to RECIPIENT. In the case of any termination or expiration of this Agreement, RECIPIENT shall immediately discontinue all use of the Data and all Confidential Information, and, at PROVIDER discretion, promptly return or destroy (at RECIPIENT’s own cost) all Data and all Confidential Information and provide written confirmation that this has been completed. Should an individual Study Participant or their next of kin rescind their consent, PROVIDER will require, and RECIPIENT agrees to discontinue using the appropriately identified information and return or destroy it in accordance with PROVIDER’s instructions.

16. **Assignment of Rights**
    RECIPIENT shall not assign any of its right or delegate of its duties under this Agreement without the prior written consent of PROVIDER.

17. **Notices**
    Notices required under this agreement will be in writing and will be delivered by email to the addresses set out below or (in the event of a failure to deliver an email) by post to the Provider or the Recipient and will be deemed to be given, in the case of delivery by email, upon receipt at the Recipient 's email server (unless an automatic response indicating an undeliverable message is received) and, in the case of delivery by post, on the date of delivery (or, if not a business day, on the first business day thereafter).

18. **Assignment and sub-contracting**
    Neither party will be entitled to assign this agreement or any of its rights or obligations hereunder without first having received the written approval of the other party, which approval not to be unreasonably withheld or delayed. The Recipient will not sub-contract the performance of any of its obligations under the agreement or any part thereof without having first obtained the prior written consent of the Provider, such consent not be unreasonably withheld. In the event that consent is granted, the Recipient shall be responsible for the acts, defaults and omissions of its sub-contractors as if they were the Recipient's own, and any consent given will not relieve the Recipient of any of its obligations under this agreement.

19. **Indemnification**
    The Recipient will indemnify the Provider against all losses (whether direct or indirect, reasonably foreseeable or specifically contemplated by the parties), damages, costs, expenses (including but not limited to reasonable legal costs and expenses) that it incurs as a result of: (i) the use, storage or disposal of data/personal data by the Recipient; or (ii) any negligence or willful default of the Recipient, provided that the Provider agrees to use its reasonable endeavors to mitigate any loss.

20. **Governing Law and Jurisdiction**
    The validity and interpretation of this Agreement shall be governed by the laws of Thailand, and any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Thailand.

21. **Amendments and Modifications**
    No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

The Parties hereto have executed this Data Sharing Agreement by their duly authorized representatives as of the day and year first set forth above.

For and on behalf of Biobank of Translational Medicine Research Center by Faculty of Medicine, Prince of Songkla University

Signature:.....

Name:.....

Position:.....

Date:.....

For and on behalf of .....
.....
.....

Signature:.....

Name:.....

Position:.....

Date:.....

Acknowledged and Understood by Principal Investigator of PROVIDER:

Signature:.....

Name:.....

Position:.....

Address:.....

E-mail:.....

Date:.....

Acknowledged and Understood by Principal Investigator of RECIPIENT:

Signature:.....

Name:.....

Position:.....

Address:.....

E-mail:.....

Date:.....

ANNEX A

Introduction

This Data Sharing Agreement defines the arrangements for processing data between Biobank of Translational Medicine Research Center by Faculty of Medicine, Prince of Songkla University And .....

The purpose of this agreement is to clarify the terms of sharing data between the two organizations and its use for research publication purposes.

Research Project Title:

…….

What information being shared?

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……
……

How will the information be shared, stored and destroyed?

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……
……

Handling and release of data and analysis

……
……
……

Authorized person to access data (if Applicable)

Name ……..Position…….……Organization……

Authorized person to retrieve data (if Applicable)

Name ……..Position…….……Organization……

Authorized person to use data (if Applicable)

Name ……..Position…….……Organization……