**Data Access Request and Agreement**

to access research data created by researchers employed by the University Hospital Basel and/or the Medical Faculty of the University of Basel.

This Data Access Request and Agreement makes both parties compliant with the applicable Swiss data protection law.

**1. Definitions**

Data: Refers to controlled access data (the Data). Under this Agreement, the Data is pseudonymised and concerns sensitive research data created by researchers employed by the University Hospital Basel and/or the Medical Faculty of the University of Basel.

Data Access/Transfer: Refers to a Data Requester to request access to the Data and retrieve them from the Data Controller’s Institution upon approval of this Data Access Request and Agreement by the Data Access Committee of the Medical Faculty of the University of Basel (MF-DAC) within the Data Controller’s Institution.

Data Handling: Refers to an Institution’s ability to analyse and manipulate the Data within its own computer network.

Data Controller(s): Refers to the University Hospital Basel and/or the University of Basel, represented by their employed researchers responsible for the generation of the Data and its pseudonymisation. A key-code permitting relinkage to Data Subjects is kept by the Data Controller(s).

Data Subject: Refers to any individual who is the source of any Data covered by this Agreement.

Data Requester (‘You’): Refers to the Authorised Personnel who requests Access to the Data through this Agreement.

Authorised Personnel: The individual(s) at the Institution requesting Access to the Data.

Institution: Refers to the organisation that employs the Authorised Personnel and Data Requester.

Research Project: The Project for which You have requested Access to the Data.

Publications: Refers, without limitation, to any and all articles published in print journals, electronic journals, reviews, books, posters, and other written and verbal presentations of Research that have been accepted by peer review.

**2. Description of Research Data**

Please describe the research data for which you request access. Please refer to publication(s) in peer-reviewed journals and the DOI of the research data and/or metadata in a digital data archive (data repository).

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**3. Contacts**

**3.1. Data Requester**

Please ensure that a full postal address and a valid institutional email address are included.

Name

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Institution’s Legal Name

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Institutional Postal Address

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Institutional E-mail Address

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Website of the Institution

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**3.2. Data Requester’s CV**

Please provide the Data Requester's CV along with the completed and signed Data Access Request and Agreement form.

**3.3. Authorised Representative of the Data Requester**

Name

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Position

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Institutional Affiliation

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Institutional Postal Address

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Institutional E-mail Address

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**4. Research Project**

**4.1. Research Project Description**

Please describe the proposed research project for which access to the research data created by researchers employed by the University Hospital Basel and/or the Medical Faculty of the University of Basel is requested. Note that any use of the research data, if approved, must fall under the framework of the project described.

Title of research project

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Project description (scientific abstract)

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Main scientific question

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Relevance to the research domain addressed

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Specific aims of research project

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Duration of research project

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**4.2. Research Credentials**

Please provide a list of three Publications, relevant to the Project description, of which the Data Requester is author or co-author. If the Data Requester has not authored or co-authored three relevant Publications, please describe their relevant expertise or experience in no more than 150 words; also, notify how the research project will be carried out (e.g. available funding, infrastructure and so on).

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**5. Data Access Agreement**

Terms and Conditions

In signing this Agreement:

**1.** You, the Data Requester, agree to only use the Data for the Purpose of the Research Project.

**2.** You agree to preserve, at all times, the confidentiality of information and Data pertaining to Data Subjects. You undertake not to use or attempt to use the Data to compromise or otherwise infringe the confidentiality of information on Data Subjects and their right to privacy.

**3.** You agree not to attempt to identify Data Subjects.

**4.** You and your Authorised Personnel agree to take into consideration any usage restrictions (if any), stemming from consent, i.e. the appropriate lawful basis for processing the Data, as well as any usage restrictions stemming from any applicable internal policies of your Institution.

**5.** You agree that in handling this Data You will follow an up-to-date information technology (IT) policy and handle this Data within an IT infrastructure managed by qualified personnel of the Data Requester’s Institution. The setup of the IT infrastructure must include, at a minimum, the following items:

**a.** password protection to computer network and/or strong data encryption;

**b.** virus and malware protection to computers on the computer network;

**c.** secure backup procedure.

**6.** You acknowledge that Access to the Data is granted for the duration of the Project described in Section 4.1. Any use of the Data for another Project will need to be approved under a new Agreement.

**7.** You recognize that nothing in this Agreement shall operate to transfer to You any intellectual property rights to the Data.

**8.** You agree not to make intellectual property claims on the Data and not to use intellectual property protection in ways that would prevent or block access to, or use of, any element of the Data.

**9.** You agree that the Data Controller:

**a.** Bears no legal responsibility for the accuracy or comprehensiveness of the Data;

**b.** Accepts no liability for indirect, consequential, or incidental damages or losses arising from use of the Data;

**c.** Bears no responsibility for the further analysis or interpretation of this Data over and above that published by the Data Controller(s).

**10.** You agree to hold the Data Subject(s) and Data Controller(s) harmless and to defend and indemnify all these parties against all liabilities, demands, damages, expenses, and losses arising out of Your use for any Purpose of the Data.

**11.** You agree to acknowledge the contribution of the Data Controller(s) in all oral and written presentations, disclosures, and Publications resulting from all analyses of the Data.

**12.** Any Authorised Personnel shall work under Your direct supervision. You agree to distribute a copy of these terms to the Authorised Personnel.

**13.** You may not transfer any information included in the Data to anyone unless specifically designated in the Research Project, or by prior specific or general written authorisation of the Data Controller(s) responsible for the generation of the original Data in each case.

**14.** You may not transfer the Data itself to anyone outside the Institution, unless the Data Controller(s) has (have) approved such transfer and its terms in writing.

**15.** Should You wish to share the Data with an external collaborator, the external collaborator must complete a separate Data Access Agreement with the Data Controller.

**16.** You shall ensure that ‘all’ who have Access to the Data, namely You and Your Authorised Personnel, will be listed out, and are made aware and be bound by the terms of this Agreement. You remain solely and fully responsible for Your Authorised Personnel’s non-compliance with the provision of the Agreement and/or applicable laws.

**17.** In case of a breach of security resulting from ‘accidental’ use of Data by You and Your Authorised Personnel, which leads to disclosure of Data, then You must report this to Data Controller(s) within 72 hours maximum, and follow any relevant rule as provided by the applicable data protection law.

**18.** In case of a ‘non-accidental or minor’ breach of this Agreement by You, You will further be required to destroy any Data held.

**19.** You accept that this Agreement will terminate immediately upon ‘any’ breach by You, or its termination (see Section 4.1., Duration of research project). Your responsibilities to preserve, at all times, the confidentiality of information and Data pertaining to Data Subjects do not lapse with the termination of this Agreement.

**20.** This Agreement (and any dispute, controversy, proceedings, or claim of whatever nature arising out of it or its formation) shall be interpreted, governed by and construed in accordance with the Laws of Switzerland.

**21.** You endeavour to settle any dispute with the Data Controller(s) amicably. If you are unable to reach an Agreement, you will meet and negotiate in good faith in an effort to resolve the issue. All disputes arising in connection with the Agreement which cannot be settled in a friendly way shall be decided by the Courts having jurisdiction for Basel-City (Switzerland); the appeal to the Swiss Federal Court shall remain reserved in the cases provided by law.

**Agreement**

I have read, understood and agree to abide by the terms and conditions stipulated in this Data Access Request and Agreement.

**Data Requester or Authorised Representative of the Data Requester**

Name

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Title and position

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Institutional Affiliation

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Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_