DATA TRANSFER AGREEMENT

BETWEEN

1. [INSERT FULL LEGAL NAME OF PARTY] having its administrative offices at [insert full legal address of party] (the "**Provider Institution**"); and

2. **THE UNIVERSITY BIRMINGHAM**, a charitable body registered in England under registration number RC000645 incorporated under Royal Charter and having its main administrative offices at Edgbaston, Birmingham, B15 2TT, UK (the "**Recipient Institution**")

(the "**Parties**" and each of them being a "**Party**")

BACKGROUND

A. Recipient Institution is undertaking a project entitled "*Global Femur Fracture Outcomes Study: A Prospective Cohort Study*" (the "**Project**") as further detailed under Schedule 1.

B. Recipient Institution wishes to access and use data collected by the Provider Institution specified in Schedule 2 (the "**Data**") for the purpose of the Project.

C. The Provider Institution is willing to supply the Data to the Recipient Institution and the Recipient Institution is willing to receive the Data in accordance with the terms and conditions contained within this agreement (the "**Agreement**").

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. In this Agreement, unless the context requires otherwise, the following words have the following meanings:

"Data"	means patient outcomes data that is to be provided by the Provider Institution to the Recipient Institution for the purposes of the Project as described in Schedule 2.
"Intellectual Property Rights"	means any patent, registered design, copyright, database right, design right, trade mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
"Data Protection Laws"	means: (a) the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, all as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) EU Exit Regulations 2019; (b) to the extent applicable, the GDPR; (c) any other directly applicable laws or regulations relating to data protection and privacy including local laws or regulations applicable to a specific the Provider Institution or aspect of the Project; and

(d) applicable guidance and codes of practice issued by a data protection or privacy regulator;

(e) as amended from time to time or replaced by successor legislation, regulation, guidance or codes of practice.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

"Project" means the research project described in Schedule 1.

"Schedule" means the Schedule annexed to and forming part of this Agreement.

"UK GDPR" means the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

2. In this Agreement, unless otherwise expressly provided or unless the context requires otherwise, the words "include", "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation".

3. In consideration of the obligations accepted by the Recipient Institution under this Agreement, the Provider Institution grants to the Recipient Institution for the duration of the Project a royalty-free, non-exclusive, personal and non-transferable licence to use the Data for the Project.

4. The Provider Institution shall provide the Data to the Recipient Institution in pseudonymised, coded, or de-identified form without the pseudonymisation key, code, or other means for Provider Institution to re-identify individuals from the Data.

5. The Recipient Institution undertakes to the Provider Institution that:

5.1. it shall not attempt to re-identify any individual from the Data;

5.2. it shall not link or attempt to link the Data to other data or information except as expressly set out in this Agreement or with the specific prior written consent of Provider Institution;

5.3. it shall use the Data solely for the purpose of carrying out the Project;

5.4. it shall not make any copies of Data except as may be necessary for the purpose of carrying out the Project;

5.5. it shall keep the Data confidential and shall not sub-license, transfer, disclose or otherwise make available the Data in whole or part to any third Party except with specific prior written consent from Provider Institution;

5.6. it shall keep the Data secure by implementing organisational and technological measures appropriate to the nature and sensitivity of the data to prevent the unauthorised or accidental access, use or disclosure of the Data; and

5.7. it shall notify the Provider Institution as soon as reasonably practicable after becoming aware of any unauthorised or accidental access, use or disclosure of the Data, and to co-operate with

any investigation made by the Provider Institution in connection with the unauthorised or accidental access, use or disclosure of the Data;

5.8. it shall keep the Data confidential as long as such Data remains confidential in nature, other than for purposes of the Project. This obligation of confidentiality shall not apply where the Data and/or confidential information: (a) has become public knowledge, other than through an unauthorised disclosure by Recipient Institution; (b) was already known to Recipient Institution prior to disclosure by the Provider Institution or was independently developed by Recipient Institution without use of or recourse to the Data; (c) was disclosed to Recipient Institution by a third party not under any obligation of confidence to the Provider Institution; or (d) is required to be disclosed by law or by requirement of a regulatory body or court order; and

5.9. unless otherwise agreed by the Provider Institution as per Schedule 2, it shall permanently delete all copies of the Data from its hard drives and movable media and destroy all physical copies of the Data as soon as reasonably practicable on completion of the Project or on termination of this Agreement (if earlier).

6. Each Party shall comply with all applicable laws (including the Data Protection Laws), regulations, guidance, and ethical requirements.

7. The Data and all Intellectual Property Rights therein will remain the property of the Provider Institution at all times and no right, title or interest in or to the Data is granted to the Recipient Institution other than as expressly set out in this Agreement.

8. The Parties agree that:

8.1. the results of the Project and all Intellectual Property Rights in the results of the Project shall be owned by the Recipient Institution (except to the extent the results incorporate or include Data);

8.2. the Recipient Institution is entitled to publish the results of the Project in accordance with normal academic practice. Additionally, personnel who are collecting data at the Provider Institution will be invited to be authors on the Project manuscript(s), provided they meet the authorship criteria as per standard academic guidelines.

9. The Provider Institution warrants that it is entitled to provide the Data to the Recipient Institution for the purpose of carrying out the Project.

10. Subject to clause 12, the liability of either Party for any breach of this Agreement or arising in any other way out of the subject matter of this Agreement, will not extend to:

10.1. loss of business;

10.2. loss of profit; or

10.3. any indirect, special, or consequential damages or losses.

11. Nothing in this Agreement limits or excludes either party's liability for:

11.1. death or personal injury resulting from negligence; or

11.2. any fraud; or

11.3. any other liability which, by law, cannot be limited or excluded.

12. This Agreement may be terminated by either Party by giving written notice to the other Party if the other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being requested in writing to do so.

13. All notices given under this Agreement shall be in writing and, subject to clause 14, may be given by email to the Project Contacts.

14. Any notices given under clause 12 (Termination) shall be in writing and sent by registered or recorded delivery post to the notice addresses set out below:

    a) The Provider Institution's representative for the purpose of receiving notices shall until further notice be:

    Insert details

    with a copy to

    Insert details

    b) The Recipient Institution's representative for the purpose of receiving notices shall until further notice be:

    Director of Research Strategy and Servcies, The University of Birmingham, Edbgaston, Birmingham, B15 2TT

    with a copy to:

    j.davies.6@bham.ac.uk

15. Except as expressly provided in this Agreement, nothing in this Agreement shall confer or purport to confer on a third party any benefit or any right to enforce any term of this Agreement.

16. The Parties shall comply with all sanctions and export control laws to which they are subject and which are applicable to any items, including but not restricted to goods, materials, biological agents, software, data, know how or any other information or assistance transferred between them. In addition, the Parties hereby agree that no applicable items furnished by a Party pursuant to this Agreement, or any product or revision thereof, that is subject to export control, shall be re-exported or otherwise used by another Party or its authorised transferees outside of that Party's principal domiciliary country, without first applying for, and obtaining, if necessary, the appropriate export licence. Each Party may terminate this Agreement immediately, without incurring any liability, if it reasonably apprehends that continuing to service this Agreement would be in breach of any applicable sanctions or export control laws.

17. The Parties shall comply with the notification requirements of the National Security and Investment Act 2021 ("NSI Act"), as applicable. If at any point the UK Government calls-in this Agreement for a national security assessment under the NSI Act (the "Trigger Event"), then each Party shall cooperate in a prompt and timely manner and bear their own costs and expenses incurred, except that where a Party has failed to make a mandatory notification, that Party shall bear the other Party's costs and expenses, including if the Agreement has to terminate.

If the UK Government imposes certain conditions, either Party may by giving the other Party not less than 14 days' written notice:

(a) require the other Party to negotiate in good faith an amendment to this Agreement that reflects the conditions imposed by the UK Government; and

(b) (b) if no such amendment is agreed and made within 45 days of such request, terminate this agreement by giving the other Party not less than 14 days' written notice.

If, following a Trigger Event, the UK Government blocks the agreement and declares it void, this Agreement shall automatically terminate.

18. This Agreement constitutes the entire agreement between the Parties for the transfer of the Data by the Provider Institution to the Recipient Institution. Any variation to this Agreement shall be in writing and signed by authorised signatories for both Parties.

19. This Agreement shall be governed and construed in accordance with the laws of England and the Parties agree to the exclusive jurisdiction of the English Courts.

20. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF this Agreement is executed as follows:

For and on behalf of **[INSERT FULL NAME OF PARTY]**

Full name: _____ Signed: _____

Title: _____ Date: _____

For and on behalf of **The University of Birmingham**

Full name: _____ Signed: _____

Title: _____ Date: _____

SCHEDULE 1

The Project

Femur fractures are common after injuries, globally. The femur is the largest bone in the body and fractures are traumatic for patients, causing severe pain and disability or death if not well managed. Multiple types of femur fracture exist, with some types being associated with high mortality rates and disability than others. However, evidence also suggest that for any given type of femur fracture, outcomes vary dramatically dependent on the geographical location of the patient. Patient age, sex, delays prior to receiving management, duration of surgery, preoperative physiological state, and management received also influence outcomes.

Whereas evidence on outcomes after femur fracture and comparisons between management strategy and geographical regions is useful for raising awareness of disparities in quality of care and for health system planning, this evidence is currently lacking from the global literature.

This study will allow an understanding of the management provided for different types of femur fractures that are admitted to hospitals, and the outcomes for patients with these fractures. In comparing outcomes by management received, facility type, and global location, we will provide data to inform health system planning and of utility for global advocacy.

Primary aim

To audit mortality, morbidity, and mobility outcomes 30 days after admission with femur fractures in low-, middle-, or high-income countries

Secondary aim

To describe the management of femur fractures in hospitals in low-, middle-, or high-income countries.

SCHEDULE 2

The Data

Details of dataset / extracts being shared:

Each hospital will collect data on participants admitted during a minimum 28-day consecutive time period, during February – June 2025. For each patient, data will be collected up to discharge, death, or 30 days following their admission, whichever occurs first. No identifying information will be collected from the patient such as their name or hospital number and no follow-up after discharge will be done. The data collection tool has been attached for more information.

Format in which Data will be supplied:

The Provider Institution shall provide the Data to the Recipient Institution via the secure Research Electronic Data Capture (REDCap) web application.

Retention period

Data will be stored on the Recipient Institution servers for 10 years after completion of the Project in accordance with the Recipient Institution data policies and applicable laws. It will not be used for purposes other than the Project without the expressed permission of the Provider Institution