# Definitions

## “**Data**” means the data or information disclosed by the Provider to the University for the purpose of this Project. “**Data Subject**” means any individual to whom the Data relates. “**Permitted Purpose”** means the use of the Data for the purpose of this Project. “**Principal Investigator**” means Professor Stephen Kennedy, the person who will take primary responsibility for the conduct of the Project by the University. “**Project**” means the research project to be conducted by the University entitled Zika Image Data Sharing Platform. “**Provider**” is the person or organisation with custodianship or ownership of the Data. “**Publication**” means any report, publication, presentation, poster or other public disclosure that describes work carried out using the Data. “**University**” means The Chancellor Masters and Scholars of the University of Oxford, whose administrative office is at University Offices, Wellington Square, Oxford, OX1 2JD, United Kingdom.

## Unless the context otherwise requires: (a) words imparting the singular shall include the plural and vice versa; and (b) words imparting the whole shall be treated as including a reference to any part of the same.

# Supply of Data

## The Provider agrees to provide the Data to the University.

## The Provider shall ensure that:

### the Data has been obtained and processed in accordance with all applicable laws and ethical standards;

### the Data has been obtained with the full knowledge and explicit consent of the Data Subjects; and

### the transfer of the Data to the University and its use by the University for the Permitted Purpose does not exceed the information on or consent to further use provided to the Data Subjects;

### The Data does not (whether in its collection, transfer to, or use by, the University for the Permitted Purpose) infringe the intellectual property rights of any third party.

# Use of the Data

## Any intellectual property rights in the Data shall remain the property of the Provider and/or its licensors.

## The Provider grants to the University a non-exclusive, non-transferable, sub-licensable irrevocable and worldwide licence to use the Data for the Permitted Purpose.

## The University shall be entitled to combine and aggregate the Data with other data or information and to adapt the Data.

##  All intellectual property rights arising from the performance of the Project shall be the property of the University and/or its collaborators.

# University obligations

## The University shall:

### process and use the Data only for the Permitted Purpose;

### only disclose or make the pooled Data collected as a part of the Project available to the Provider, any other provider or collaborator following approval of the Project Steering Committee;

### use the Data in accordance with all laws applying to the Permitted Purpose;

### take appropriate technical and organisational measures against the unauthorised or unlawful processing of the Data and against accidental loss or destruction of, or damage to, the Data; and

### acknowledge the Provider with co-authorship in any Publication in accordance with the guidelines of the International Committee of Medical Journal Editors.

## The University may disclose the Data:

### to its officers, employees, students, and those collaborators and agents who need to have access to the Data to facilitate the Permitted Purpose and only under conditions of confidentiality and restrictions on the use of the Data for the Permitted Purpose; and

### as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and

### subject to the consent of the Project Steering Committee.

# Liability

## The Provider and the University undertake to make no claim in connection with these terms and conditions against any officer, employee, student, collaborator, or agent of the other (apart from claims based on fraud or deliberate default). This undertaking does not prejudice any right which the Provider or the University might have to claim against the other. The benefit conferred by this provision is intended to be enforceable by the persons referred to in it.

## The liability of the University and the Provider to the other for any breach of these terms and Conditions, for any negligence, or arising in any other way out of the subject-matter of these terms and conditions will not extend to: (a) any indirect damages or losses; or (b) to any loss of profits, loss of bargain, loss of revenue, loss of business, loss of data, loss of contracts or opportunity, whether direct or indirect; even if, in any such case, the party bringing the claim has advised the other of the possibility of those losses or if they were within the other party’s contemplation.

# General

## Nothing in these terms and Conditions shall create, evidence or imply any agency, partnership or joint venture between the Provider and the University. Neither the Provider nor the University shall act or describe itself as the agent of the other, nor shall it represent that it has any authority to make commitments on behalf of the other.

## These terms and conditions shall be governed by and construed in accordance with the law of England and Wales. The University and the Provider submit to the exclusive jurisdiction of the courts of England and Wales.