

Terms and conditions Data Provision

1. Introduction

Data collected by the providing party are available for conducting scientific research. Their provision is subject to conditions and is carried out according to an established procedure.

The providing party only supplies information and data that are necessary to answer the specific research question as outlined in the Data Provision Agreement. The information and data to be provided are described in detail in the Data Provision Agreement.

Upon data provision, the data are supplied to the receiving party on a one-time basis under the established conditions. The receiving party may **not** distribute, deliver, or share the provided data with any third party. Furthermore, the receiving party is not permitted to use the provided data internally for other purposes. The receiving party shall refrain from any actions that could lead to the identification of individuals based on the research data or the resulting publications.

The use of the data is limited to the agreed-upon research and the associated publication. For any other use of these data, such as a new objective, study, or publication, the receiving party must submit a new data request. A reduced fee applies to this additional request.

The providing party confirms that, where applicable, informed consent has been obtained from each individual in accordance with applicable law. This consent explicitly includes the transfer of the data for the intended purpose.

The providing party commits solely to supplying the data to the receiving party. No warranty is given that these data are (fully) suitable for the receiving party's intended research. Furthermore, the content, methods, and quality of the research remain the responsibility of the receiving party.

2. Confidentiality

The providing party, the receiving party, and any individuals they engage in the research are obliged to maintain strict confidentiality regarding all information and data they encounter in the context of the Data Provision Agreement.

The receiving party declares that all discussions and information exchanged will be kept strictly confidential and that it will not use or misuse such information for its own or any third party's benefit.

The data may only be used for the agreed purposes and may not be shared with third parties. Notwithstanding the foregoing, the receiving party is permitted to discuss or provide the data to third parties only after obtaining written consent from the providing party. The providing party may condition such consent on the third party entering into a confidentiality agreement with it.

Researchers are responsible for ensuring confidentiality throughout the research, in accordance with the principles of scientific integrity. The providing party and the receiving party shall exercise the utmost care in the use of the data.

3. Ownership

The providing party is not obliged to disclose any specific data and retains all rights to the data at all times. The Data Provision Agreement does not grant the receiving party any ownership rights, licenses, or other rights to the data, except the authority to use the data solely for the agreed research.

The receiving party shall not remove or alter anything in or about the data without the explicit consent of the providing party.

All existing intellectual property rights and data shared under the Data Provision Agreement remain the property of the providing party. Any new intellectual property rights or data developed jointly that do not belong exclusively to one organization shall be jointly owned by the providing party and the receiving party.

4. Obligation to delete data

The receiving party commits to delete all (digital) documents and data provided by or on behalf of the providing party, including all (digital) copies, upon the first request of the providing party. The receiving party may not retain any copies or provide the data to third parties.

The receiving party is not entitled to invoke any potential authority and/or right to withhold the data, such as a possible right of suspension. The receiving party expressly waives any right to rely on such authorities or rights.

The Data Provision Agreement is valid until the earliest of the following two events:

- One year after signing of the Data Provision Agreement, or
- Four weeks after the publication of the research results.

Upon termination or expiration of the Data Provision Agreement, the receiving party shall immediately cease using the data and delete it without delay. Within 48 hours of deletion, the receiving party shall confirm to the providing party that the data have been deleted. At the request of the providing party, the receiving party shall demonstrate that the data have been deleted timely, completely, and permanently.

If the receiving party is declared bankrupt, is wholly or partially liquidated, or ceases its operations, it must also delete the data.

5. Violation relating to personal data

The receiving party shall inform the providing party as soon as possible, and no later than 24 hours, after a (suspected) personal data breach has been identified. To the extent known, the report shall include the cause of the breach, the category of personal data, the individuals affected, and the number of individuals involved.

In the event of a breach, the receiving party shall immediately take all necessary actions to remediate the breach, mitigate its consequences, and prevent further breaches.

The receiving party shall maintain a detailed log of breaches and the actions taken. The providing party may review this log upon request. The providing party determines whether the breach must be reported to the supervisory authority and/or the individuals concerned.

6. Security

The receiving party shall take appropriate technical and organizational measures to protect the data against loss or unlawful processing. These measures shall ensure an adequate level of security, taking into account the state of the art, implementation costs, the risks associated with processing, and the nature of the data to be protected. The data may only be stored on devices owned by the receiving party.

The receiving party ensures that the data provided by the providing party are accessible only to authorized researchers named in the Data Provision Agreement. Access is strictly limited, and the data must be analysed in an environment that ensures scientific integrity.

The receiving party shall immediately inform the providing party of any security breach involving the provided data. The providing party shall have the right to review the technical and organizational measures the receiving party has implemented to protect the data.

7. Publication policy

The results of the research must be published. The publication must be approved by the providing party prior to submission. Any publication based on data from the providing party shall only be made public after the providing party has confirmed in writing that there are no factual inaccuracies in the publication.

At least one employee of the providing party must be actively involved in the reporting and shall be listed as a co-author. The name of this co-author is specified in the Data Provision Agreement. Arrangements regarding this involvement shall be made prior to the start of the research.

The receiving party shall provide the providing party with access to the draft publication and allow at least two weeks for the providing party to provide feedback.

After publication, the providing party shall receive the publication (or a link to it) within four weeks. If the publication date changes, the providing party shall be informed accordingly.

8. Privacy and data protection

The General Data Protection Regulation (GDPR) applies. The receiving party acts as an independent data controller within the meaning of the GDPR with respect to the personal data it receives from the providing party.

The receiving party guarantees that it has a valid legal basis for processing in accordance with Article 6 of the GDPR and, where applicable, a valid exemption from the prohibition on processing special categories of personal data in accordance with Article 9 of the GDPR.

The receiving party is solely responsible for complying with all obligations imposed on it under the GDPR and other applicable privacy laws and regulations. This includes, among other things, implementing appropriate security measures, informing data subjects, maintaining records of processing activities, and adequately handling requests from data subjects.

The receiving party is liable for all damages, fines, claims, or other consequences arising from or related to its own processing of personal data, including inadequate security, unlawful processing, or breach of obligations under the GDPR. The receiving party shall indemnify the providing party against any claims from third parties (including data subjects and supervisory authorities) related thereto.

9. Transfer of Data Provision Agreement

The providing party and the receiving party may not assign or transfer this Data Provision Agreement or any rights or obligations under this agreement without the prior written consent of the other party.

10. Choice of law

The Data Provision Agreement is governed exclusively by Dutch law.

In all cases not provided for in this agreement, the parties shall seek a solution through mutual consultation.

Any disputes relating to this Data Provision Agreement or arising from it shall be settled in the first instance exclusively by the competent court in the district where the providing party is established at the time of concluding this agreement.

11. Other provisions

The receiving party complies with the Health Research Code of Conduct and observes all measures described therein.

Amendments or additions to the Data Provision Agreement are only valid if both parties have agreed to them in writing.

If the agreement does not contain specific provisions on a particular subject, the providing party and the receiving party undertake to:

- Act in accordance with applicable laws and regulations;
- Respect the principles of reasonableness and fairness;
- Comply with the relevant practices and codes of conduct applicable to scientific researchers.