

Data Transfer Agreement

This Data Transfer Agreement (hereinafter referred to as the "Agreement"), effective upon the date of last signature herein (hereinafter referred to as the „Effective Date“), is made and entered by and between

St. Anne's University Hospital / Fakultní nemocnice u sv. Anny v Brně

with the registered office at Pekařská 664/53, 602 00 Brno

ID 00159816

represented by

Ing. Vlastimil Vajdák, Director

state contributory organization founded by the Ministry of Health of the Czech Republic and registered research organization

(hereinafter referred to as "Provider" or "FNUSA")

and

Masaryk University / Masarykova univerzita

with the registered office at Žerotínovo nám. 617/9, 602 00 Brno

ID 00216224

represented by Mgr. Roman Badík, MPA, the Deputy Director for Administration

public university, not registered as such in the Business Register

(hereinafter referred to as "Recipient" or "MU")

Provider and Recipient may hereinafter be referred to separately or jointly as "Party" or "Parties", respectively.

1. The PROVIDER and the RECIPIENT have agreed that
 - the PROVIDER shall supply the RECIPIENT with the DATA (pseudonymized records of video-EEG examination before and during epilepsy seizures) as specified below;
 - the RECIPIENT is obliged to comply with the following terms and conditions for use of the DATA.
2. The ABOVE-mentioned DATA is the property of the PROVIDER and is made available in the frame of the RELIEVE project.
3. The DATA will be used for not-for-profit research purposes only in accordance with project 101099481 - RELIEVE financed from HORIZON-EIC. The research is focused on identification of the EEG changes preceding the clinical seizure in patients with epilepsy.

4. The DATA will be made AVAILABLE for the RECIPIENT on the PROVIDER'S repository, to which the PROVIDER will upload the relevant data and to which designated SCIENTISTS of the RECIPIENT or of participants of the RELIEVE Consortium Agreement will have access rights. The PROVIDER is obliged to upload pseudonymized data to the repository and the RECIPIENT is obliged to set up an access to the repository for the PROVIDER so the PROVIDER is able to upload and save the data thereto.
5. Unless otherwise agreed upon, the DATA will not be further distributed to others (except the persons specified above) without the PROVIDER's written consent. The RECIPIENT shall refer any request for the DATA to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the DATA available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only. In case of need for commercial use of the DATA arising during the course of the project, a separate agreement will be made on the terms of such use.
6. The DATA transferred under this Agreement will be pseudonymized by the PROVIDER so that it will not be possible for the RECIPIENT to identify any individual. Since the encryption key, which makes it possible to identify an individual, is retained and stored at the PROVIDER, the DATA constitutes personal data under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR").
7. With regards to the processing of the DATA,
 - The PROVIDER act as the processor as defined in the Article 4 paragraph (6) of the GDPR;
 - The RECIPIENT act as the controller as defined in the Article 4 paragraph (7) of the GDPR;
 - the purposes and means of processing of the DATA are specified in the paragraphs 3 and 4 of this Agreement.
8. The RECIPIENT shall notify the PROVIDER of any confirmed incident concerning unauthorized destruction, loss, alteration, disclosure of, or access to Personal data ("Security Incident") without undue delay after becoming aware of it and in accordance with the Article 33 of the GDPR.

The PROVIDER shall not provide the RECIPIENT with any information that would enable the RECIPIENT to identify any subject of the DATA (research participant).

The RECIPIENT will not link or combine any part of the DATA with any other information or archived data available in a way that could re-identify research participants.

The RECIPIENT agrees to acknowledge the source of the DATA in any publications reporting use of it. Preferred text: *"The authors gratefully acknowledge the St. Anne's University Hospital Brno for providing the data for this work."*

Any DATA delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damage against it by third parties which may arise from the use, storage or disposal of the DATA except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or wilful misconduct of the PROVIDER.

The RECIPIENT agrees to use the DATA in compliance with all applicable statutes and regulations.

The DATA is provided at no cost.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this Agreement and return one signed copy to the PROVIDER. The PROVIDER will then send the DATA.

PROVIDER INFORMATION and AUTHORISED SIGNATURE

Name of Authorised Official: Ing. Vlastimil Vajdák

Title of Authorised Official: Director

Signature of Authorised Official:

Date:

RECIPIENT INFORMATION and AUTHORISED SIGNATURE

Recipient Organisation: Masaryk University – Central European Institute of Technology

Address: Kamenice 5, Brno 625 00

Name of Authorised Official: Mgr. Roman Badík, MPA,

Title of Authorised Official: the Deputy Director for Administration

Signature of Authorised Official:

Date:

Certification of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide

by them in the receipt and use of the DATA.

Signature of Recipient Scientist: xxxxxxxxxxxx

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Date: