



SCHEDULE 4

Data Use Undertaking

Dear [Sir/Madam][name of individual]

Terms of use regarding [insert specific reference to data being shared] data

This purpose of this letter of agreement is to set out the terms upon which [you] [insert full name and address of organisation] (“You”) may use the data set out in Annex 1 (the “Data”) which has been collected and produced as part of collaborative research undertaken by the University of Oxford and the University of Cape Town who are joint custodians of the Data and is to be provided to you in this instance by the [University of Oxford] [University of Cape Town] (the “University”). For the avoidance of doubt the University will not cover any costs nor provide any funding to you in connection with your use of the Data or any publications which result from Your use of the Data.

By countersigning a copy of this letter You agree to the following conditions of use:

1. To use the Data, in whole or in part, only in accordance with the terms set out in this letter and to notify the University promptly of any breach of its terms in writing or of any unauthorised use of the Data of which You become aware.
2. To use the Data only for the non-commercial purposes set out in Annex 1 (“Purpose”) and in compliance with the specific conditions (if any) set out in Annex 2 (“Specific Conditions”). Please note that You are responsible for ensuring that you obtain any appropriate ethical and other approvals required: (a) to conduct any secondary analysis outlined in Annex 1; and (b) for any primary data collection which You are undertaking as part of the Purpose and which includes any additional research that may arise.
3. That You understand that this letter does not operate to transfer any interest in intellectual property in the Data to You.
4. That You understand that the Data is provided on an "as is" basis and without warranty or liability of any kind. Any representations or warranties relating to the Data, expressed or implied, are excluded to the maximum extent permitted by law.
5. To abide by any further conditions notified to You by the University that may apply to the access to, or use of, the Data.
6. [Where recipient is an individual: Not to give access to nor share the Data in whole or in part with anyone else nor to share or publish any material derived from the Data unless the Data has been supplied for the stated purpose of teaching or not-for-profit research where publications are anticipated.]

[Where recipient is an institution: To give access to the Data, in whole or in part Data only to those individuals within Your organisation who have either (a) also signed a letter on these terms and accepted the relevant Specific Conditions necessary to access and use the Data or (b) are bound to comply with the terms of this letter by a contract of employment or other legal instrument and not to share nor publish material derived from the Data unless the Data has been supplied for the stated purpose of

teaching or not-for-profit research where publications are anticipated.]

7. To ensure that the means of access to the Data given to You by the University (such as passwords) are kept secure and not disclosed to a third party except by special written permission or licence obtained from the University.
8. To [comply with the terms set out in Annex 3 and] preserve at all times the confidentiality of information pertaining to individuals and/or households in the Data where the information is not in the public domain. This may include the names of individual researchers who have gathered primary data or written field notes and observations. Not to use the Data to attempt to obtain or derive information relating specifically to an identifiable individual or household, nor to claim to have obtained or derived such information. In addition, to preserve the confidentiality of information about, or supplied by, any organisations recorded in the Data.
9. To delete the Data on completion of the Purpose and provide confirmation of this to the University in writing via email to [insert name/email address]. If You require further access to the Data, please contact [insert name/email address].
10. To acknowledge, as set out in the Specific Conditions, in any publication or other means of dissemination, whether printed, electronic or broadcast, based wholly or in part on the Data, the original data creators, depositors or copyright holders, and persons or institutions which funded the collection and or creation of the Data.
11. To supply the University with the bibliographic details of any published work based wholly or in part on the Data.
12. Breach of any of the provisions of this letter of agreement will lead to immediate termination of Your access to the Data either permanently or temporarily, at the discretion of the University and may result in legal action being taken against You. In addition the University may terminate this letter of agreement and Your access to the Data at any time. If this letter is terminated, You must immediately cease all use of the Data and delete or return any Data in Your possession.

[Agreed for and on behalf of [insert full institutional title of the data recipient]

Name:

Signature:

Position:

Date:]

[Signed by:

Name:

Signature:

Date]

Annex 1

Description of the Data

Describe specifically the data to be shared

Permitted Use of the Data

Describe how the data can be used

Annex 2

Specific Conditions

Upon using the Data for agreed teaching activities and not-for-profit research where publications are anticipated, You must adhere to the following specific conditions:

- a) Data is only to be used for non-commercial research purposes and within the remit of participant consent (including consent from adult caregivers in the case of minors), and upholding the requirements of an applicant's Institutional Review Board or Research Ethics Committee;
- b) It is compulsory to include relevant Principal and Co-Investigators in accordance with the authorship criteria of the International Committee of Medical Journal Editors, as co-authors on publications, unless they explicitly waive this right in writing;
- c) You must allow Oxford and/or UCT investigators ample opportunity to review and monitor the use of Data to ensure quality and interpretation;
- d) Any data created as a result of your work (e.g. new variables, restructured and merged datasets, conference abstracts, presentations, slides, posters, dissemination) must be shared with Oxford and UCT;
- e) Any research outputs must be sent to the senior Oxford/UCT researcher/co-author for review prior to dissemination;
- f) You must acknowledge all relevant grants, funders and contributors to the Data and Research, as instructed by the Parties
- g) You must report ethical approval codes of the relevant Data

[Include the following if the data to be shared with the third party is personal data under the GDPR:

Annex 3

Data Protection

Definitions

Data subject and **personal data**: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including (i) the Data

Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 2018 and the GDPR.

Shared Personal Data: the personal data which is shared by the University with You pursuant to this Letter of agreement.

You shall comply with and assist the University to comply with all applicable requirements of the Data Protection Legislation in respect of the Shared Personal Data. In particular, You shall

- (a) ensure that You have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data;
- (b) promptly inform the University about the receipt of any data subject access request, any queries or complaints made under Data Protection Legislation and any correspondence from a supervisory authority or regulator and (a) not disclose any Shared Personal Data without first consulting with and obtaining the University's prior written consent; and (b) provide the University with all reasonable co-operation and assistance required by the University in relation to any such request or correspondence;
- (c) notify the University without undue delay on becoming aware of any breach of the Data Protection Legislation and provide assistance to the University as is necessary upon request to facilitate the handling of any data security breach in an expeditious and compliant manner
- (d) ensure the reliability of any of Your personnel who have access to Shared Personal Data and ensure that such personnel have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.