

Material Transfer Agreement - Collaborator

Dear

Collaborator Institution:

Application Reference Number:

UK Biobank Limited (“**UK Biobank**”) is pleased to approve your Application to use the UK Biobank resource. UK Biobank’s approval of this Application is valid for 90 days during which time the Applicant must pay the Access Charges and the Collaborator Institution (“**Collaborator**”) must execute this Material Transfer Agreement (“**MTA**”). These are the final steps before access is granted. If these steps are not taken within 90 days, UK Biobank reserves the right to remove this approval for the Collaborator to use the UK Biobank resource.

Parties

This is an agreement between UK Biobank and the Collaborator (each a “**party**”, together the “**parties**”). The Lead Collaborator is not a party to the MTA; however, UK Biobank requires the Lead Collaborator to sign the MTA to acknowledge that the provisions of this MTA have been “read and understood” so that they are fully aware of the Collaborator’s obligations to both UK Biobank and to UK Biobank’s Participants. The Collaborator shall only be responsible for the conduct of the Lead Collaborator and any and all Collaborator Researchers involved in this Approved Research Project. For the avoidance of doubt, the Collaborator shall not be responsible for the obligations or the conduct of either (a) the Applicant, the Applicant Principal Investigator or the Applicant Researchers or (b) third party Collaborators, third party Lead Collaborators or third party Collaborator Researchers.

In the event that the related MTA with the Applicant is terminated (for whatever reason) then UK Biobank shall have the right to terminate this MTA forthwith on the provision of written notice to the Collaborator.

Structure of agreement

This MTA shall become effective on the Effective Date. If you have agreed a previous version of the MTA for this Application/Approved Research Project, the previous version shall automatically terminate on the Effective Date and be replaced by this MTA.

Standard terms and Annexes

The content of UK Biobank’s standard MTA, and the conditions contained within it, are non-negotiable.

This MTA incorporates the attached Collaborator Terms and Conditions (including any documents and/or the materials that are referred to in them), the contents of the Application Form (where applicable) and the attached Annexes:

- Annex 1 (Data Processing Description & UK Addendum);
- Annex 2 (Security Measures);
- Annex 3 (Collaborator Annual Confirmation Form Template); and
- Annex 4 (Approved Research Project – which summarises the Materials that will be made available to the Collaborator).

Definitions used in this MTA can be found on pages 15-17.

Yours sincerely

For and on behalf of UK Biobank

Jonathan Sellors

General Counsel & Company Secretary

Collaborator Terms and Conditions

1. Supply of Materials by UK Biobank

- 1.1 UK Biobank agrees to supply the Materials to the Collaborator in the timeframe and manner set out in this MTA, subject to the provisions of this MTA.
- 1.2 UK Biobank warrants to the Collaborator that for the purposes of this MTA:
- 1.2.1 it is entitled to supply the Materials to the Collaborator;
 - 1.2.2 consent to take part in UK Biobank has been obtained from the Participants and further, consent under the Human Tissue Act 2004, has been obtained from the relevant Participants; and
 - 1.2.3 the use of the Materials for the Approved Research Project falls within UK Biobank's generic Research Tissue Bank (RTB) approval from the NHS North West REC, available [here](#).
- 1.3 The Collaborator agrees that the Materials are provided on an "as is" basis without any warranty of satisfactory quality or fitness for a particular purpose or use, or that use of the Materials shall not infringe the rights of any third party. Except as expressly stated in this MTA, all warranties, terms and conditions, whether express or implied by statute, common law or otherwise, are excluded to the fullest extent permitted by law.

2. Usage of Materials by the Collaborator

- 2.1 The Collaborator agrees that the Materials:
- 2.1.1 shall only be used in accordance with the terms and conditions of this MTA;
 - 2.1.2 shall only be used to conduct the Approved Research Project for the Permitted Purpose only;
 - 2.1.3 shall not be used for any purpose connected with prohibited weapons (including biological weapons), and shall not be transferred if it is known or suspected that they are intended or likely to be used for such purposes;
 - 2.1.4 shall not be transferred to a destination subject to a UN, EU, UK or OSCE embargo where that act would be in breach of the terms of that embargo; and
 - 2.1.5 shall only be used by the Collaborator Institution and on an individual level within the Collaborator, by the Lead Collaborator, the Collaborator Researchers and by Affiliates and Third-Party Processors (appointed by the Collaborator).
- 2.2 The Collaborator shall not share, sub-license, disclose, transfer, sell, gift or supply the Materials to any other person or unauthorised third party.
- 2.3 Without prejudice to the other provisions of this MTA, any actual or anticipatory breach of any provision of clauses 2.1 or 2.2 shall entitle UK Biobank to terminate this Agreement with immediate effect, and require the immediate return or destruction of any Materials provided by UK Biobank.
- 2.4 The Collaborator shall and shall procure that the Lead Collaborator, the Collaborator Researchers and any Affiliate and any Third-Party Processors are made aware of, and shall comply with, the terms and conditions of this MTA and the Data Protection Legislation. Any act or omission of the Lead Collaborator or any Collaborator Researcher or any Affiliate or any Third-Party Processor shall be deemed to be an act of the relevant Collaborator for which the relevant Collaborator is fully responsible and liable.
- 2.5 This MTA confers on the Collaborator only those rights that are expressly granted to the Collaborator. For the avoidance of doubt, nothing in this MTA shall prevent UK Biobank from supplying the same Materials (or other data and/or samples in the UK Biobank resource) to another third party, in line with the access procedures (available on UK Biobank's website [here](#) as may be updated by UK Biobank from time to time) or for UK Biobank's other operational purposes.
- 2.6 In relation to the Materials supplied to the Collaborator:
- 2.6.1 UK Biobank is the owner of the Materials, and UK Biobank is the owner of the Intellectual Property Rights in the Materials; and

- 2.6.2 UK Biobank hereby grants to the Collaborator a revocable, worldwide, royalty-free, non-exclusive, non-transferable licence (but not any ownership rights) during the Term to use the Materials for the Permitted Purpose, subject to the terms and conditions of this MTA.

3. Generation of data by the Collaborator

Generation of data by or on behalf of the Collaborator during the Approved Research Project

- 3.1 The data generated by the Collaborator in the performance of the Approved Research Project shall be deemed to fall into the following categories:
- 3.1.1 **Results Data:** data and methodology (for example, the SAS/R/Stata scripts) which underlie the Findings, and which would enable another competent researcher to generate the Findings;
- 3.1.2 **Findings:** the findings generated by the Collaborator as a result of the Approved Research Project; and/or
- 3.1.3 **Other Data:** all other data generated by the Collaborator which is not in one of the above two categories.

Ownership of generated data

- 3.2 Except as provided in clause 3.3, the Collaborator shall own the IPRs in their Findings, the Results Data and the Other Data. The Collaborator hereby grants a perpetual, irrevocable, worldwide, fully paid up, royalty free, fully sub-licensable non-exclusive licence to UK Biobank to use, reproduce, distribute, publish, store and otherwise disseminate the Findings, the Results Data and the Other Data.
- 3.3 Nothing in this MTA shall operate to assign to the Collaborator any IPRs in the Materials. To the extent that the Findings, the Results Data or the Other Data incorporate any Materials, the IPRs in those Materials shall remain the property of UK Biobank and shall not belong to the Collaborator.
- 3.4 The Collaborator confirms to UK Biobank that UK Biobank's receipt of and use of the Collaborator's Findings and Results Data shall not infringe the rights, including any existing IPRs, of any third party. Such confirmation shall be:
- 3.4.1 deemed to be taken at the time, respectively, of the publication of the Findings or the return of the Results Data to UK Biobank; and
- 3.4.2 given to the best of the Collaborator's knowledge and belief, having made reasonable and diligent enquiry (but the extent of this obligation does not include any requirement on the Collaborator to conduct external patent searches).

Rights to inventions/developments made by the Collaborator

- 3.5 Subject always to the restriction in clause 3.7, UK Biobank confirms that it shall have no rights or licence to the IPRs in relation to any inventions made by the Collaborator as a result of using the Materials, Results Data, Findings or Other Data ("**Collaborator-Generated Inventions**").
- 3.6 However, the Collaborator acknowledges that the UK Biobank resource has been (a) produced using a combination of the goodwill and contribution of 500,000 UK participants (b) charitable and public funding (from in particular Wellcome and the Medical Research Council) (c) the use of public resources (such as UK health-record data) and (d) established with the express purpose of promoting the conduct of health-related research which is in the public interest. UK Biobank also acknowledges the contribution which is being made to enhance the resource by the Collaborator (in the form of the generation and availability to other researchers of, inter alia, the Findings and Results Data of the Approved Research Project).
- 3.7 In terms of specific obligations, taking into account the acknowledgements in clause 3.6 above, the Collaborator agrees (and this clause is a material provision of this MTA) that it shall not and shall not attempt to:
- 3.7.1 file any patents with claims directed to; or
- 3.7.2 otherwise seek to claim or enforce any IPRs in;

the genotype-phenotype data within the Materials or in the genotype-phenotype data which has been generated by (or on behalf of) the Collaborator in the course of the Approved Research Project (whether such genotype-phenotype data is in the form of Results Data, Findings or Other Data). Without limiting

the above, the parties agree that this clause 3.7 shall not prohibit the Collaborator from patenting, or enforcing IPRs in drugs, therapeutics, diagnostics, other technology or methods of treatment provided this does not limit UK Biobank's ability to allow approved researchers to use the data generated by the Collaborator (as defined in clause 3.1), including any biomarker data identified by the Collaborator, through its use of the UK Biobank resource.

Limitation on rights granted

- 3.8 UK Biobank expressly excludes (directly or indirectly) (i) any right of the Collaborator to sub-licence any of the rights granted to the Collaborator to the Materials under this MTA and/or (ii) any right of the Collaborator to publish or distribute any of the Materials, except for the sole purpose of including a commensurate amount of supporting data (which shall not include any Participant Level Data) in the Collaborator's publication of its Findings (which may include commensurate publication of certain of the Results Data, as the same may be reasonably required by the relevant publisher).
- 3.9 For the avoidance of doubt, the rights granted under this MTA to the Collaborator to use the Materials are for the Permitted Purpose only.

4. Confirmations from the Collaborator

General

- 4.1 The Collaborator hereby confirms to UK Biobank that all work performed by it using the Materials shall be carried out in compliance with:
- 4.1.1 all applicable laws, regulations, guidelines and approvals, including without limitation the Human Tissue Act 2004, the Data Protection Legislation and any approvals required from a Research Ethics Committee (or the applicable equivalent in the jurisdiction where the Approved Research Project is to be conducted); and
- 4.1.2 all applicable trade restrictions and export controls, including without limitation all sanctions, meaning those trade, economic and financial sanctions laws, regulations, embargoes, and restrictive measures (in each case having the force of law) administered, enacted or enforced from time to time by (i) the United Kingdom; (ii) the United States; (iii) the European Union and its Member States; (iv) the United Nations; or (v) other governments.

Security

- 4.2 The Collaborator shall retain the Materials in a secure network system, at such standard which would be reasonably expected for the storage of valuable and proprietary sensitive/confidential data. In addition, the Collaborator shall be obliged to implement the appropriate technical and organisational measures as set out in Annex 2 (Security Measures) to protect the Materials from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Materials (a "**Data Security Incident**"). By signing this MTA, the Lead Collaborator confirms that the Security Measures set out in Annex 2 are in place in order to protect the Materials.
- 4.3 The Collaborator shall notify UK Biobank without undue delay (and in any event no later than 24 hours) after becoming aware of a reasonably suspected "near miss" or actual Data Security Incident which affects the Materials. Such notification must be sent by email to DPO@ukbiobank.ac.uk with a copy to access@ukbiobank.ac.uk.
- 4.3.1 The Collaborator shall not delay such notification on the basis that the information is incomplete, or the relevant investigation is ongoing. Further, the Collaborator shall not make any external announcement, notifications to a supervisory authority or regulator about any such Data Security Incident without the express prior written consent of UK Biobank, unless required by law to do so.
- 4.3.2 Both parties shall cooperate and provide reasonable assistance to each other to facilitate the handling of the Data Security Incident.

Withdrawal of consent by participants

- 4.4 The Collaborator confirms that it shall deal promptly and appropriately (in accordance with the Participants option to withdraw as set out on the UK Biobank website [here](#)) with any "no further use" withdrawals by Participants which UK Biobank notifies to the Collaborator.

Identification of participants

- 4.5 The Collaborator is expressly prohibited from (or attempting to):
- 4.5.1 developing, linking or re-engineering the Materials supplied to it so as to identify (directly or indirectly) any Participant;
 - 4.5.2 identifying any Participant from the Materials provided by UK Biobank; or
 - 4.5.3 contacting any Participant.
- 4.6 In the event that the Collaborator inadvertently identifies any Participant then it shall notify UK Biobank immediately setting out (in reasonable detail) the circumstances by which it happened. Such notification must be sent by email to DPO@ukbiobank.ac.uk with a copy to access@ukbiobank.ac.uk.
- 4.7 Other than for the purposes of clause 4.6, the Collaborator shall not:
- 4.7.1 share the identification of that Participant with any other person; or
 - 4.7.2 attempt to contact the Participant themselves.
- 4.8 Without prejudice to the other provisions of this MTA, any actual or anticipatory breach of any provision of clauses 4.1, 4.2 and 4.4 to 4.7 inclusive shall entitle UK Biobank to terminate this Agreement with immediate effect and require the immediate return or destruction of any Materials provided by UK Biobank.

5. Publication of lay summary and return and publication of Findings

Publication of summary on UK Biobank's website

- 5.1 After the Collaborator has received the Materials for the Approved Research Project, UK Biobank shall be entitled to publish on its website:
- 5.1.1 the lay summary of the Approved Research Project contained in the Application (with the exception of any material that has been agreed by UK Biobank would be kept confidential); and
 - 5.1.2 summary details of the Collaborator.

Project Updates

- 5.2 From time to time during the Term, UK Biobank shall be entitled to ask the Lead Collaborator to provide UK Biobank with reasonably detailed updates on the progress of the Approved Research Project which shall include the Findings the Collaborator has made which in its reasonable view may be:
- (a) published or pending publication;
 - (b) disclosed in a published patent; or
 - (c) otherwise of significance (in the context of medical research); and
- 5.2.1 a summary (and a copy of the application if requested) of any patents whose claims cover, or are intended to cover, a Collaborator-Generated Invention within two (2) months of their publication.

- 5.3 In relation to the project updates provided by the Lead Collaborator as set out in clause 5.2 above:
- 5.3.1 UK Biobank shall have the ability to make a summary of the project updates public, subject to the Collaborator (as referred to in clause 5.5 below) retaining a reasonable period of confidentiality on items where patent rights still need to be filed; and
 - 5.3.2 UK Biobank shall have the opportunity to ask the Collaborator any reasonable questions arising from the project updates and the Collaborator shall respond to such questions in a timely manner.

Publication of Findings

- 5.4 The Collaborator shall use All Reasonable Endeavours to publish the Findings (and provide UK Biobank with a link thereto) within six (6) months after the Completion Date for the Approved Research Project:
- 5.4.1 in an academic journal; or
 - 5.4.2 on an open-source publication site.

- 5.5 UK Biobank acknowledge and agree that the Collaborator may keep such Findings confidential for a reasonable time in accordance with its reasonable research and development practices. For the avoidance of doubt, the Collaborator is entitled to retain confidentiality regarding any Finding over which patent protection is being sought (and the patent has not yet been published).
- 5.6 If such Findings are made publicly available, UK Biobank requires that the Results Data underlying such Findings shall be promptly returned or otherwise made available to UK Biobank¹. UK Biobank also requires that the Results Data are returned in a format which is appropriate and comprehensible (particularly for other researchers) along with any documentation which would be reasonably necessary to enable another researcher to interpret and understand the Results Data.
- 5.7 Within six (6) months after the publication of the Findings, the relevant Collaborator shall provide to UK Biobank the Results Data in such form and format as set out in clause 5.6 above (alternatively UK Biobank and the relevant Collaborator may agree that the relevant Collaborator retains the Results Data on the basis that they are made publicly available to other Researchers and/or publicly available generally).
- 5.8 UK Biobank shall consider reasonably any written requests (containing an appropriate explanation) for an extension of the time limits set out in this clause.
- 5.9 The Collaborator shall use All Reasonable Endeavours to publish a commensurate level of Findings in relation to the Approved Research Project within the first three (3) years of the Term (and in any subsequent extensions). Where this is not possible, the Collaborator shall provide UK Biobank with a reasonable explanation as to why it is not possible and an estimation of when a publication can be expected.

Notification to UK Biobank

- 5.10 Unless otherwise stated in Annex 4, the Collaborator is not required to obtain UK Biobank's approval to any report of its Findings. The Collaborator shall nevertheless provide a copy of any report of its Findings and any press release to UK Biobank at least two (2) weeks before their expected date of first public presentation or publication in any format (e.g., paper journal, on-line report, meeting abstract). The Collaborator shall upload such documents to AMS in the first instance. If this is not possible, the Collaborator shall email such documents to access@ukbiobank.ac.uk.
- 5.11 However, and notwithstanding the provisions of clause 5.10 above, the Collaborator is required to promptly notify UK Biobank in advance (in writing) if any report of its Findings is reasonably likely to provoke controversy or otherwise attract significant public attention. In such circumstances, UK Biobank reserves the right to make such recommendations, reservations or suggestions on the report as it sees fit (and which it may make public) for consideration by the Collaborator.

Credit to UK Biobank

- 5.12 UK Biobank requires that the term "UK Biobank" is incorporated within the title and/or the abstract of any and all publications.
- 5.13 UK Biobank requires that any and all publications of Findings using UK Biobank data include the following credit, which should be incorporated within the "Acknowledgements" of such publication:

"This research has been conducted using the UK Biobank Resource under application number []."

- 5.14 This acknowledgement to UK Biobank should, when possible, be linked to reference search tools (such as PubMed and MEDLINE and/or DOI reference).

6. Charges

- 6.1 The Access Charges (and applicable VAT) for the Approved Research Project are payable by the Applicant. Further, the Access Charges (and applicable VAT) payable in respect of adding the Collaborator to the Approved Research Project are also payable by (or on behalf) of the Applicant.

¹ For the avoidance of doubt, the intention of this provision is not to require the return of irrelevant or extraneous data sets but rather to make summary information available to other researchers (in a comparable form to that which academic journals often require), in particular so that it is not necessary for a researcher (reviewing the Findings) to have to re-create certain derived variable or related metrics. Also, for clarity, Collaborators shall have no obligation to provide to UK Biobank or publish, and do not grant UK Biobank any rights in or to, any genotype-phenotype data obtained or generated outside of the Approved Research Project.

6.2 The rights granted to the Collaborator by UK Biobank under this MTA are conditional on the Access Charges (and applicable VAT) being paid and so, for the avoidance of doubt, no Materials shall be provided to the Collaborator until or unless the Access Charges (and applicable VAT) are received in full.

6.3 If payment of the Access Charges (and applicable VAT) has not been made within ninety (90) days of receipt of this MTA by the Applicant, UK Biobank reserves the right to remove approval for the Collaborator to access the UK Biobank resource and Materials.

7. Annual Confirmation and Audit

7.1 During the Term, UK Biobank requires the Lead Collaborator to confirm on an annual basis that the Approved Research Project remains compliant with the provisions of the MTA (and the Annexes). Specifically, the Lead Collaborator shall provide UK Biobank with such confirmation as part of the Annual Confirmation Form in the form attached at Annex 3.

7.2 In the event that the Annual Confirmation Form is not received by UK Biobank in the timeframe, manner and form prescribed, then the Collaborator's rights under this MTA shall be suspended and the Collaborator will not be able to download further data (either in terms of new data fields or updates of existing data fields) or access existing data via the research access platform until such time as the Annual Confirmation Form has been duly and compliantly provided. If the Annual Confirmation Form is still outstanding, notwithstanding reminders from UK Biobank, 3 months after the relevant anniversary of the Effective Date, then UK Biobank has the right to terminate this MTA by giving the Collaborator written notice of termination and/or prevent the Collaborator Institution (or Lead Collaborator) from applying for or accessing any further Materials from UK Biobank.

7.3 If the Annual Confirmation Form, or any other information or data provided to UK Biobank, contains any technology or data that is subject to applicable export controls, it shall be the responsibility of the Collaborator to obtain any export licence that may be required to authorise the transmission of the Annual Confirmation Form, information or data to UK Biobank. The Collaborator shall notify UK Biobank at least one week in advance that an Annual Confirmation Form, information or data is to be sent under an export licence and shall provide UK Biobank with full details of the conditions of the licence and of the reasons for the control of the technology contained in the Annual Confirmation Form, information or data.

7.4 In circumstances where UK Biobank reasonably believes that a Data Security Incident or other serious incident has occurred then, on notice to the Collaborator, in order to confirm or investigate compliance with the provisions of this MTA, UK Biobank may itself or via appropriate third parties:

7.4.1 choose to undertake an audit (either in person or remotely) in order to review the security, storage or other arrangements for the Materials; and

7.4.2 request such additional information about the Approved Research Project and/or its progress as UK Biobank may, from time to time, reasonably require.

7.5 UK Biobank shall bear the costs of such audits unless a material default within the procedures and processes of the relevant Collaborator is discovered, in which case the relevant Collaborator shall be obliged to reimburse the reasonable costs of UK Biobank and any relevant third parties.

7.6 UK Biobank confirms that its audit rights shall be exercisable no more than once a year and on the provision of reasonable notice (which may be immediate in the event of a Data Security Incident or other serious incident) to the Collaborator. As far as practically possible, UK Biobank agrees to coordinate any site visits and audits with the other relevant parties.

8. Confidentiality

8.1 Subject to the exceptions in clause 8.2, UK Biobank shall keep confidential any information disclosed to it in writing by the Collaborator that is marked confidential ("**Collaborator's Confidential Information**") and shall not disclose such information to any person.

8.2 UK Biobank may disclose the Collaborator's Confidential Information where expressly permitted by this MTA or when:

8.2.1 it is required to be disclosed by law, by any governmental or other regulatory authority, by a court or other authority of competent jurisdiction; or

8.2.2 it can be shown by UK Biobank (to the Collaborator's reasonable satisfaction) to have been known by UK Biobank before disclosure to it by such Collaborator; or

- 8.2.3 it was lawfully disclosed to UK Biobank by a third party who did not impose any restrictions on its disclosure; or
- 8.2.4 the information was in (or enters into) the public domain other than by reason of a breach of this clause by UK Biobank; or
- 8.2.5 UK Biobank and the Collaborator agree, acting reasonably, that such information is trivial or obvious, or they agree in writing that such disclosure may be permitted.

9. Data Protection

Relationship of the parties²

- 9.1 The parties acknowledge that UK Biobank and the Collaborator are independent controllers with respect to the Participant Level Data that is processed in accordance with this MTA, and that the Collaborator shall process the Participant Level Data strictly for the Permitted Purpose. In no event shall the parties process the Participant Level Data as joint controllers.
- 9.2 Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Data Protection Legislation³.

Cooperation

- 9.3 In the event that the Collaborator, Lead Collaborator or any Collaborator Researcher receives any correspondence, enquiry or complaint from a Participant, regulator or other third party ("**Correspondence**") in connection with the processing of the Participant Level Data, it shall promptly inform UK Biobank giving full details of the same. In all circumstances, the Collaborator, Lead Collaborator or any Collaborator Researcher shall: (i) obtain UK Biobank's written approval before responding to the Correspondence, including approval of the contents of any response; and (ii) subject to Data Protection Legislation, permit UK Biobank to respond directly to the Correspondence.

Where the Collaborator is located outside of the UK

- 9.4 Where UK Biobank transfers Participant Level Data to a Collaborator outside the UK to a territory that has not been specified as ensuring an adequate level of protection in accordance with Data Protection Legislation, the parties agree that the UK Addendum shall be automatically incorporated into this MTA by reference and deemed to be completed as set out in Part B of Annex 1 of this MTA.
- 9.5 If there is any conflict between the MTA and the UK Addendum, the UK Addendum will prevail.

International transfers by the Collaborator

- 9.6 The Collaborator shall not process any Participant Level Data (nor permit any Participant Level Data to be processed) in a territory outside of the UK (or where clause 9.4 applies, where processing occurs in a subsequent territory) unless it has taken such measures as are necessary to ensure the transfer is in compliance with Data Protection Legislation.

10. Limitation of Liability

- 10.1 The parties agree that:
 - 10.1.1 subject to clauses 10.2, 10.3 and 10.4, UK Biobank's maximum aggregate Liability under this MTA and/or in relation to the Approved Research Project shall be limited to the Access Charges paid or payable by the Collaborator to UK Biobank (whether or not invoiced to the Collaborator) in relation to the Approved Research Project; and

² This clause 9 addresses the requirements of the prevailing data protection legislation in the UK: principally the Data Protection Act 2018 (<https://www.legislation.gov.uk/ukpga/2018/12/contents>) and the UK GDPR and related guidance from the relevant regulators, particularly the ICO (<https://ico.org.uk/>). This clause also addresses the impact, from UK Biobank's perspective, of the United Kingdom leaving the European Union.

In relation to identifiable data two factors remain the same as under the original MTA:

- UK Biobank has and will continue to go to significant lengths to de-identify the data it releases to researchers, by removing direct and indirect identifiers, such that (even taking into account publicly available information) it should not be possible for a researcher to re-identify a participant.
- Further, the Collaborator is expressly prohibited from actual (and making any attempt at) re-identification any Participant in accordance with clause 4.5 of the MTA.

Nevertheless, UK Biobank considers that it is appropriate for UK Biobank to require researchers to treat the UK Biobank data as if it is personal data, which requires the Collaborator to agree to the provisions of this clause. The Collaborator will be considered to be a separate and independent data controller (and not a data processor) under Data Protection Legislation. Please see the FAQs on the UK Biobank website (which shall be updated by UK Biobank from time to time)

³ <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/controllers-and-processors/what-does-it-mean-if-you-are-a-controller/#1>

- 10.1.2 subject to clauses 10.2, 10.3 and 10.5, the Collaborator's maximum aggregate Liability under this MTA and/or in relation to the Approved Research Project shall be limited to the Access Charges paid or payable by the Collaborator to UK Biobank (whether or not invoiced to the Collaborator) in relation to the Approved Research Project.
- 10.2 Notwithstanding clause 10.1 above, UK Biobank shall have no Liability to the Collaborator and the Collaborator shall have no Liability to UK Biobank for any:
 - 10.2.1 loss of profit (whether direct, indirect or consequential);
 - 10.2.2 loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
 - 10.2.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
 - 10.2.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
 - 10.2.5 loss of use or value of any data or software (in each case whether direct, indirect or consequential); or
 - 10.2.6 indirect or consequential loss.
- 10.3 Nothing in this MTA shall operate to exclude or limit any Liability which cannot legally be limited including but not limited to liability for:
 - 10.3.1 death or personal injury caused by negligence;
 - 10.3.2 for its fraud or fraudulent misrepresentation; and
 - 10.3.3 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its Liability.
- 10.4 For the avoidance of doubt, UK Biobank shall have no responsibility or Liability (including but without limitation any product-related Liability) for any finding, product, test or treatment developed directly or indirectly by the Collaborator using the Materials.
- 10.5 Nothing in this MTA shall operate to exclude or limit the Collaborator's Liability to UK Biobank for any loss, damage, costs or expenses arising from:
 - 10.5.1 the Collaborator's failure to comply with clause 9 (Data Protection) and clauses 14.5 to 14.10 inclusive (Third-Party Processors);
 - 10.5.2 any breach of clause 2.2 or any circumstance in which the Collaborator sub-licenses, distributes or otherwise shares the Materials (including any IPRs) with any unauthorised person or third party;
 - 10.5.3 any circumstance set out in clauses 4.5 and 4.7; and
 - 10.5.4 any Data Security Incident which is caused by the Collaborator.
- 11. Term**
- 11.1 The term of this MTA shall commence on the Effective Date and shall end on the Completion Date unless terminated sooner in accordance with clause 12 or in accordance with law. The Collaborator's Completion Date shall be the same date as the Applicant's Completion Date for the Approved Research Project.
- 11.2 The Term of this MTA may be extended by the Collaborator (and with the agreement of UK Biobank) during the final year of the Approved Research Project in the following one (1) year increments:
 - 11.2.1 for a minimum of period of one (1) year;
 - 11.2.2 for a period of two (2) years; or
 - 11.2.3 for a maximum period of three (3) years;

on application to UK Biobank setting out (in reasonable detail) the reasons for the extension request and subject to the payment of the relevant further Access Charges. For the avoidance of doubt, any extension request submitted by the Collaborator must be for the same period as that requested by the Applicant.

- 11.3 For the avoidance of doubt, the extensions set out in clause 11.2 above can be applied cumulatively (subject to applicable Access Charges) so that, for example, an extension of 3 years may be granted to take the Approved Research Project duration from 3 years to 6 years, and this may then be extended by a further 3 years to 9 years and so on.

12. Termination and consequences of termination

- 12.1 UK Biobank shall be entitled to terminate this MTA immediately by written notice to the Collaborator if:

12.1.1 the Collaborator commits any breach of a material provision of this MTA or a material breach of this MTA, and, in the case of a breach capable of remedy, fails to remedy the same within 10 days after receipt of a written notice giving particulars of the breach and requiring it to be remedied;

12.1.2 the Collaborator ceases, is likely to cease, or threatens to cease carrying on business or suffers an Insolvency Event, or is subject to a serious, adverse regulatory finding; or

12.1.3 the Applicant's MTA is terminated (for whatever reason).

- 12.2 Upon expiry of the MTA pursuant to clause 11.1 above or termination of this MTA by UK Biobank pursuant to clause 12.1 or in accordance with law:

12.2.1 the grant of rights and all licences to the Collaborator under this MTA shall be automatically terminated; and

12.2.2 the Collaborator shall destroy the Materials or otherwise render them permanently inaccessible and confirm in writing to access@ukbiobank.ac.uk that this has been done. For the avoidance of doubt, the Collaborator shall not be required to destroy Results Data or Other Data subject to the provisions of this MTA being complied with.

- 12.3 Without prejudice to the foregoing and to any other rights or remedies that UK Biobank may have, UK Biobank may take the following steps if there is a breach that entitles UK Biobank to terminate this MTA under clause 12.1:

12.3.1 it may prohibit the Lead Collaborator, Collaborator Researchers and any other researchers from the Collaborator Institution from accessing any further Materials from within the UK Biobank resource for an indefinite period of time; and/or

12.3.2 it may elect to inform the relevant personnel within the defaulting Collaborator Institution, funders of the defaulting Lead Collaborator and/or governing or other relevant regulatory bodies.

- 12.4 Notwithstanding termination of this MTA for any reason, the provisions of clauses 2, 3, 4, 5, 7, 8, 9, 10, 12, 13, 14, 16 and 17 shall continue in force in accordance with their respective terms.

- 12.5 Termination or expiry of this MTA shall not affect the rights and obligations of the parties accrued at the date of termination or expiry.

13. Notices

- 13.1 Notices required under this MTA shall be in writing and shall be:

13.1.1 sent by email to the addresses set out below; or

13.1.2 (in the event of failure to deliver an email) by post to the registered address of UK Biobank or the Collaborator.

- 13.2 Any notice shall be deemed to be received:

13.2.1 if sent by email, upon receipt at the recipient's email server, (or, if this time falls outside business hours in the place of receipt, when business hours resume); or

13.2.2 if sent by post, on the date of delivery if a business day in the place of receipt (or, if not a business day, on the first business day thereafter).

13.3 Notices to UK Biobank shall be sent to the access team at access@ukbiobank.ac.uk. Notices to the Collaborator shall be sent by email to the relevant Collaborator and the Lead Collaborator.

14. Affiliates, assignment and sub-contracting

Affiliates

14.1 The rights granted to the Collaborator under this MTA for the Approved Research Project include the Affiliates of the Collaborator, subject to the Collaborator:

14.1.1 providing updated details of each Affiliate in the Annual Confirmation Form submitted to UK Biobank on an annual basis in accordance with clause 7.1 of the MTA;

14.1.2 remaining fully liable and responsible to UK Biobank for all acts, defaults and omissions of each of its Affiliates as if they were the Collaborator's own; and

14.1.3 ensuring that each of its Affiliates comply with the terms and conditions of this MTA.

Assignment

14.2 Neither UK Biobank nor the Collaborator shall be entitled to assign this MTA or any of its rights or obligations hereunder without first having received the written approval of the other party, such approval not to be unreasonably withheld or delayed.

Subcontracting

14.3 Other than in the circumstances set out in clause 14.5, the Collaborator shall not sub-contract the performance of any of its obligations under the MTA or any part thereof without having first obtained the prior written consent of UK Biobank, such consent not to be unreasonably withheld.

14.4 In the event that consent is granted under clause 14.3, the relevant Collaborator shall be responsible for the acts, defaults and omissions of its sub-contractors as if they were the Collaborator's own, and any consent given shall not relieve such relevant Collaborator of any of its obligations under this MTA.

Third-Party Processors

14.5 UK Biobank acknowledges and agrees that the Collaborator may subcontract to third party processors to process the Materials strictly for the Permitted Purpose and only in relation to discrete elements of data computation and analysis (such processors being, "**Third-Party Processors**"). The Collaborator must comply with, and only engage Third-Party Processors strictly in accordance with the terms set out in clauses 14.6 to 14.10 inclusive.

14.6 The Collaborator warrants that the Third-Party Processor is not a Collaborator and shall only be engaged for the purposes of discrete elements of data computation and analysis in relation to the Permitted Purpose (the "**Processor Task**").

14.7 Prior to engaging a Third-Party Processor, the Collaborator shall conduct and document the following assessment:

14.7.1 whether the Third-Party Processor is necessary for the progress of the research aims of the Approved Research Project;

14.7.2 whether the Third-Party Processor is a suitable recipient for the data in terms of both its provenance on past data security and past data usage / activities (for example Cambridge Analytica would not qualify); and

14.7.3 whether the Third-Party Processor is able to provide sufficient assurance(s) that it shall process the Materials in a manner that will meet the requirements of Data Protection Legislation.

14.8 The Collaborator shall:

14.8.1 remain fully responsible to UK Biobank for all acts, defaults and omissions of the Third-Party Processor as if they were the Collaborator's own;

14.8.2 provide only such Materials to the Third-Party Processor as is strictly necessary for the Third-Party Processor to perform the Processor Task;

- 14.8.3 provide details of each Third-Party Processor and the Processor Task in the Annual Confirmation Form submitted to UK Biobank on an annual basis in accordance with clause 7.1 of the MTA; and
- 14.8.4 only engage the Third-Party Processor on the basis that a written agreement with the Third-Party Processor is executed prior to any data transfer or processing of Materials taking place. Such agreement must include inter alia:
- (a) a clear definition and scope of the Processor Task, including an agreement only to process the data in accordance with the Collaborator’s documented instructions;
 - (b) to authorise the Third-Party Processor only to undertake the Processor Task and not to perform any other act, unless expressly authorised to do so;
 - (c) to store, process and use the Materials to the security standards set out in the MTA (as a minimum) and implements appropriate technical and organisational security measures to protect the Materials against a Data Security Incident;
 - (d) to delete (or render permanently inaccessible) the Materials (and any data generated as a result of the Processor Task) once the Processor Task has been completed;
 - (e) to confirm that the Third-Party Processor has no rights (directly or indirectly) in either any Materials (or data derived therefrom) or from anything which the Collaborator has created or done as part of the Approved Research Project (which is covered by the MTA between UK Biobank and the Collaborator);
 - (f) to confirm that the Third-Party Processor is bound by the provisions which are equivalent to the relevant provisions in the MTA, including, but not limited to: a) not to transfer the Materials (or data derived therefrom) to any third party and b) not to make any attempt to re-identify any Participant;
 - (g) that the Third-Party Processor provides sufficient assurance(s) that it shall process the Materials in a manner that will meet the requirement of Data Protection Legislation; and
 - (h) that the Collaborator has an unfettered unilateral right to terminate its agreement with the Third-Party Processor immediately if a material problem arises (including a breach by the Third-Party Processor of any of the above provisions).
- 14.9 The Collaborator must keep the activities of the Third-Party Processor under reasonable review in order to ensure compliance with clauses 14.5 to 14.10 inclusive.
- 14.10 In the event that UK Biobank raises any concern regarding the identity of the Third-Party Processor or the activities of a Third-Party Processor, the Collaborator shall investigate and report on the matter promptly. UK Biobank may require, if reasonably necessary (and subject to a dialogue with the Collaborator), the Collaborator to:
- 14.10.1 to audit the Third-Party Processor; and / or
 - 14.10.2 terminate the agreement with the Third-Party Processor.
- 15. Force majeure**
- 15.1 If a party is prevented from, hindered or delayed in performing any of its obligations under this MTA by reason of a Force Majeure Event, such party shall promptly notify the other of the date of its commencement and the effects of the Force Majeure Event on its ability to perform its obligations under this MTA. If mutually agreed by the parties, then the obligations of the party so affected shall thereupon be suspended for so long as the Force Majeure Event may continue.
- 15.2 The party affected by a Force Majeure Event shall not be liable for any failure to perform or delay in performing such of its obligations as are prevented, hindered or delayed by the Force Majeure Event provided that such party shall use every reasonable effort to minimise the effects thereof and shall resume performance as soon as possible after the removal of such Force Majeure Event. If the period of non-performance exceeds 90 days from the start of the Force Majeure Event then the non-affected party shall have the option, by written notice to the other party, to terminate this MTA by giving thirty (30) days’ written notice to the other party.
- 15.3 The provisions of this clause 15 shall not affect any other right which any party may have to terminate this MTA.

16. Dispute resolution

- 16.1 If a Dispute arises, the parties shall follow the procedure set out in this clause 16.
- 16.2 Either party may give the other party written notice of a Dispute, setting out its nature and full particulars ("**Notice of Dispute**"), together with relevant supporting documents. Within five (5) business days of service of the Notice of Dispute, a UK Biobank representative and a representative from the Collaborator shall attempt in good faith to resolve such Dispute.
- 16.3 If for any reason the respective representatives of the parties are unable to resolve the Dispute within ten (10) business days of the Notice of Dispute, then any of the parties involved in the respective Dispute may refer it for discussion by UK Biobank's Principal Investigator and appropriate senior officer(s) of the Collaborator. These senior representatives of the parties (or their respective nominees) shall seek to arrange a meeting or telephone, or videoconference call promptly with a view to resolving the Dispute.
- 16.4 If, following escalation of any Dispute as set out in clause 16.3, UK Biobank's Principal Investigator and appropriate senior officer(s) of the Collaborator are for any reason unable to resolve the Dispute within thirty (30) business days of it being escalated to them, then the parties agree to enter into mediation in good faith to settle the Dispute in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 20 business days of service of the Notice of Dispute, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing to the other party to the Dispute, referring the Dispute to mediation.
- 16.5 For avoidance of doubt, Disputes with respect to scientific or technical issues or business decisions, and not legal issues, shall remain with senior representatives to be resolved.
- 16.6 If the Dispute is not settled by mediation within 10 business days of commencement of mediation or within such further period as the parties may agree in writing, either party may issue court proceedings in accordance with clause 17.10 of this MTA.
- 16.7 Nothing in this clause 16 shall serve to prevent any of the parties from seeking interim/injunctive relief to protect its rights and interests in any court of England and Wales; provided that such relief shall not prevent or stay any mediation.

17. General

- 17.1 The parties agree that the Collaborator may change the Lead Collaborator at any time, and from time to time, by written notice to UK Biobank provided that the Collaborator ensures that the identity/status of the new Lead Collaborator is compliant with UK Biobank's access criteria, access procedures and the relevant terms of this MTA.
- 17.2 This MTA governs and constitutes the entire agreement between the parties and supersedes, replaces and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them (whether oral or written) relating to the subject matter hereof. Further, each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any statement, promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by the other party or any other person except as expressly set out in this MTA in respect of which its sole remedy shall be for breach of contract.
- 17.3 If there is any conflict between the provisions of this MTA and any of the Annexes, then the provisions of the relevant Annex shall apply.
- 17.4 A waiver, delay or forbearance by any party, whether express or implied, in enforcing or exercising any of its rights or remedies hereunder shall not constitute a waiver of such right or remedy, unless set forth in a writing signed by the waiving party.
- 17.5 No provision of this MTA is intended to be enforceable by any person who is not a party to this MTA and nor are any rights granted to any third party under statute or otherwise.
- 17.6 Nothing in this MTA shall create a partnership, joint venture or relationship of agency among the parties.
- 17.7 All variations to this MTA must be agreed, set out in writing and signed on behalf of the parties before they take effect.
- 17.8 If any provision or part-provision of this MTA is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this MTA.

- 17.9 If any provision or part-provision of this MTA is deemed deleted under clause 17.8, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.10 This MTA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Subject to clause 16 above, the parties irrevocably agree that the English courts shall have exclusive jurisdiction over any suit, action, proceedings or dispute arising out of, or in connection with this MTA or its subject matter or formation.

This MTA is executed by duly authorised representatives of the parties.

For and on behalf of UK Biobank:

Signature:

Print name:

Job Title:

Date:

For and on behalf of the Collaborator Institution:

Signature:

Print name:

Job Title:

Date:

I confirm that I am authorised to sign legally binding documents on behalf of the Collaborator Institution.

I am the Lead Collaborator of this Approved Research Project and by signing below I confirm that I have read and understood the provisions of this MTA.

Signature:

Print name:

Job Title :

Date:

Definitions

Access Charges: the charges payable by the Applicant (which may include VAT) to access the Materials and to allow the Collaborator access to the Materials as summarised in Annex 4 and detailed in the payment section of the Application on AMS.

Affiliate: any company or other entity that is directly or indirectly Controlling, Controlled by or under common Control with a Collaborator (which includes if such Collaborator is a company, a subsidiary or parent or holding company of such Collaborator, or a subsidiary of such parent or holding company) for so long as such Control exists.

All Reasonable Endeavours: in respect of a party obliged to use “All Reasonable Endeavours”, the pursuance of a reasonable course of action to achieve the stated outcome which may require reasonable expenditure but does not require the party to pursue every available course of action to achieve the outcome or act outside its own operational or commercial interests.

AMS: the online Access Management System the Collaborator uses to apply for and manage its access to the UK Biobank resource.

Applicant or Applicant Institution: the organization (e.g., University, company or other identifiable legal entity) with whom the Collaborator is collaborating with in respect of the Approved Research Project and by which an Applicant PI is employed or otherwise contractually attached.

Application: the application by the Lead Collaborator and their Institution to UK Biobank for access to the Materials for use in relation to the Approved Research Project.

Applicant Principal Investigator or Applicant PI: the Applicant’s principal investigator of the Approved Research Project.

Applicant Researcher: a researcher at the Applicant who is working with an Applicant PI on the Approved Research Project.

Approved Research Project: the research project approved by UK Biobank (specifically including any conditions or stipulations made by UK Biobank) and as set out in Annex 4.

Collaborator or Collaborator Institution: the organization (e.g., University, company or other identifiable legal entity) which employs the Lead Collaborator who is making the Application to collaborate with the Applicant and Applicant PI on the Approved Research Project.

Collaborator’s Confidential Information: as defined in clause 8.1 of this MTA.

Collaborator-Generated Inventions: as defined in clause 3.5 of this MTA.

Collaborator Researcher: a researcher who is working with the Lead Collaborator at a Collaborator Institution on the Approved Research Project.

Completion Date: the date or dates contained within Annex 4 for the end-date of the Approved Research Project, including any extensions.

Control: means the direct or indirect ownership of at least fifty percent (50%) of the outstanding shares or other voting rights of the subject entity having the power to vote on or direct the affairs of the entity (or such lesser percentage which is the maximum allowed to be owned by a foreign company in a particular jurisdiction), and “Controlling” and “Controlled” shall be construed accordingly.

controller, processor, data subject, personal data, processing (and process) and special categories of personal data: have the meanings given in Data Protection Legislation;

Data Protection Legislation: means all laws applicable (in whole or in part) to a party's processing of personal data under or in connection with this MTA, and including, as applicable: (i) the GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); (ii) the UK Data Protection Act 2018; (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 as they continue to have effect by virtue of section 2 of the European Union (Withdrawal) Act 2018; and (iv) any other laws in force in the UK from time to time applicable (in whole or in part) to the processing of personal data, in each case as amended or superseded from time to time.

Data Security Incident: as defined in clause 4.2 of the MTA.

Dispute: any dispute, controversy, proceeding or claim (including any legal disputes) between UK Biobank, on the one hand, and the Collaborator, on the other hand, arising out of or in connection with this MTA or the performance, validity or enforceability of it.

Effective Date: the date on which this MTA is executed by an authorised signatory of UK Biobank, having already been signed by the Collaborator Institution and signed as “read and understood” by the relevant Lead Collaborator.

Findings: as defined in clause 3.1.2 of this MTA and shall mean literally what is found, in terms of conclusions and results, by the Collaborator as a result of the Approved Research Project. For clarity, Findings do not include Collaborator-Generated Inventions and nor do they include findings which result from data which is not UK Biobank Materials.

Force Majeure Event: any cause which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the affected party including without limitation act of God, war, riot, civil commotion, non-performance by sub-contractors or suppliers, compliance with any law or governmental order, rule, regulation or direction (including all applicable export control and/or sanctions measures), accident, breakdown of plant or machinery, supply failure, epidemic, pandemic, fire, flood or storm.

Insolvency Event: means where a person is unable to pay its debts within the meaning of the Insolvency Act 1986 section 123 (without the need for a determination by a court), has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up (unless as part of any scheme for solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction or undergoes any other arrangement which affects the rights of creditors;

Intellectual Property Rights or IPRs: all existing and future intellectual property rights including but not limited to patents, trade and service marks, design rights, copyright, database rights, trade secrets and know-how, in all cases whether registered or not or registerable, and including all registrations and applications for registrations of any of these and rights to apply for the same as well as any renewals, extensions, continuations, combinations or divisions thereof, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

Lead Collaborator: the lead investigator in respect of the Application at the Collaborator Institution.

Liability: liability arising out of or in connection with this MTA, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including but not limited to arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party’s obligations under this MTA, in each case howsoever caused, including if caused by negligence.

Materials: the data as set out in Annex 4 supplied by UK Biobank to the Collaborator under or in connection with this MTA including any Participant Level Data.

MTA: this Material Transfer Agreement, the Collaborator Terms and Conditions (including any documents and/or materials that are referred to in them), the Annexes and where applicable the contents of the Collaborator’s Application Form.

Notice of Dispute: as defined in clause 16.2 of the MTA.

Other Data: as defined in clause 3.1.3 of the MTA.

Participant(s): the individuals who participate in UK Biobank.

Participant Level Data: the personal data as described in Annex 1 contained within the Materials and any applicable generated data (as described in clause 3.1 of the MTA).

Permitted Purpose: to conduct the Approved Research Project in accordance with the approved project scope and the timeframe as set out in the Annex 4, subject to the provisions of this MTA.

Results Data: as defined in clause 3.1.1 of this MTA.

Term: as defined in clause 11.1 of this MTA.

Third-Party Processors: as defined in clause 14.5 of this MTA.

UK Addendum: means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under s.119A(1) of the Data Protection Act 2018, of which, in force at present is available at <https://ico.org.uk/media/for-organisations/documents/4019539/international->

[data-transfer-addendum.pdf](#), or as may be amended or superseded by the UK Information Commissioner from time to time.

VAT: value added tax chargeable under the Value Added Tax Act 1994 (and all amendments and updates thereto) or any similar replacement or additional tax.

Annex 1 Data Processing Description & UK Addendum

This Annex 1 forms part of this MTA. Part A (Data Processing Description) describes the types of Participant Level Data disclosed by UK Biobank to the Collaborator, the Lead Collaborator and Collaborator Researchers to process strictly for the Permitted Purpose described in this MTA (or as otherwise agreed in writing by the parties). Part B (UK Addendum) sets out how the UK Addendum will be deemed to be completed and the additional information required by the UK Addendum.⁴

PART A - Data Processing Description

Data subjects	The Participants
Categories of data	The Participant Level Data to be processed concern the following categories of personal data: <ul style="list-style-type: none"> EIDs – the encoded and unique pseudonymised identifiers, which are specific to the Approved Research Project; and data derived from baseline questionnaire responses and interviews which do not contain special category data, such as birthplace, early life and education, employment history, marital status and number of children.
Special categories of data	The Participant Level Data to be processed concern the following special categories of data: The UK Biobank resource contains health, genetic and biometric data. All special categories of data contained in the Materials is de-identified (the direct and indirect identifiers are removed). The types of special category of data may include: <ul style="list-style-type: none"> measures of the Participant’s phenotype, such as height, weight and blood pressure (approximately 2,000 phenotypes per Participant, as further detailed here http://biobank.ndph.ox.ac.uk/showcase/schema.cgi?id=1) measures of the Participant’s genome, this includes genotype, exome sequence and whole sequence data; biomarkers created by assay of the Participant’s samples, which include common biomarkers (such as cholesterol), infectious disease markers, proteomic and metabolomic markers; imaging data (on up to 100,000 Participants) as the result of MRI scans of the head, the heart and the body, plus ultrasound and DEXA; and data derived from health record linkages including hospital records, primary care records, death and cancer registries or any other sources of clinical data; and other special category data derived from baseline/online questionnaire responses and interviews, such as past illness / disease history, dietary, cognitive and physical measures.
Purpose of the transfer	The transfer is made to allow the Collaborator to conduct the Permitted Purpose.
Recipients	The Participant Level Data transferred may be disclosed only to the following recipients or categories of recipients: <ul style="list-style-type: none"> authorised personnel within the Collaborator, namely the Lead Collaborator and Collaborator Researchers; Third-Party Processors subject to the relevant provisions of the MTA; Affiliates subject to the relevant provisions of the MTA; law enforcement agencies acting under Data Protection Legislation; the relevant data protection authority acting under Data Protection Legislation; and auditors (UK Biobank or appropriate third parties).
Processing activities	The Participant Level Data will be subject to the following basic processing activities: <ul style="list-style-type: none"> access and use of Participant Level Data within the research analysis platform for the Permitted Purpose; where approved by UK Biobank the transmission to, making available to and storage on the Collaborator's systems/network servers, excluding any WGS (whole genome sequence) or WES (whole exome sequence) files which must not be transmitted or downloaded from the research analysis platform; research operations, including a Processor Task by a Third-Party Processor; and risk management, compliance, legal and audit functions.
UK Biobank's lawful basis for sharing personal data	Personal data: <ul style="list-style-type: none"> Legitimate interests (Article 6(1)(f) UK GDPR) Special categories of data:

⁴ For further information about this MTA’s Data Protection clauses and an explanation of UK Biobank’s position in relation to Data Protection, please see the FAQs on the UK Biobank website (which shall be updated by UK Biobank from time to time).

	<ul style="list-style-type: none"> Scientific research purpose (Article 9(2)(j) UK GDPR)
Contact details for UK Biobank’s DPO:	DPO@ukbiobank.ac.uk ⁵
Contact details for the Collaborator’s DPO (or other contact for data protection purposes):	Name:
	Job Title:
	Email address:

PART B – UK Addendum

Where clause 9.4 of this MTA applies to the Collaborator, the UK Addendum shall be automatically incorporated into this MTA by reference and deemed to be completed as set out below:

1. in Table 1 of the UK Addendum:
 - a) the start date of the UK Addendum shall be the Effective Date of this Agreement;
 - b) UK Biobank will be the *Exporter* and the Collaborator will be the *Importer*; and
 - c) the parties details and key contacts shall be the details of UK Biobank and the Collaborator as set out in the below.
2. in Table 2 of the UK Addendum the second option (namely *the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum*) will be deemed checked, and:
 - a) Module 1 (controller-to-controller) will apply (Modules 2 (controller-to-processor), 3 (processor-to-processor) and 4 (processor-to-controller) will not apply);
 - b) Optional Clause 7 (Docking Clause) will not apply; and
 - c) Optional Clause 11 (Option) will not apply.
3. in Table 3 of the UK Addendum:
 - a) Annex 1A, List of Parties: will be completed with the information set out in the List of Parties section below;
 - b) Annex 1B, Description of Transfer: will be completed with the information set out in the Description of Transfer section below; and
 - c) Annex II: will be completed with the information set out in Annex 2 (Security Measures) of this MTA.
4. in Table 4 of the UK Addendum: the options *Exporter* and *Importer* shall be deemed checked.

The Parties	Exporter	Importer
Parties’ details	Name: UK Biobank Limited Address: Units 1 – 2 Spectrum Way Stockport Cheshire SK3 0SA Company No: 4978912	Name: The Collaborator’s full legal name as identified on page 1 of this MTA. Address: The registered address of the Collaborator.
Key Contact	UK Biobank DPO DPO@ukbiobank.ac.uk	The job title and contact details of the contact at the Collaborator identified above in Part A of this Annex 1.
List of Parties	UK Biobank and the Collaborator as identified above.	
Description of Transfer	The transfer is made to allow the Collaborator to conduct the Permitted Purpose.	

⁵ All queries (about a research project, the Application, the MTA or otherwise) should be sent to the Access Team (access@ukbiobank.ac.uk) in the first instance.

Annex 2 Security Measures

UK Biobank has a legal obligation under the UK GDPR to ensure that its Materials are stored, retrieved and used securely, with appropriate organisational and technical measures in place. UK Biobank must also take reasonable steps to ensure that the Materials it shares continue to be protected with adequate security.

This Annex 2 forms part of the MTA and represents an appropriate level of security standards for data storage, retrieval and usage that the Collaborator Institution must comply with. This Annex 2 may be updated by UK Biobank from time-to-time.

The objective of these security measures is to ensure that the Materials provided by UK Biobank are secured and treated as though they are personal data, and with particular respect to:

- Confidentiality – the Materials are secured with organisational and technical measures in place to restrict access to authorised users only and to protect the Materials from unauthorised access by internal and external threats; and
- Integrity – the Materials remain accurate and complete to support high quality research to be undertaken.

1. Information security policy

- 1.1 The Collaborator Institution shall implement and maintain a written information security policy that specifies the technical, administrative and physical security standards it shall apply to protect the Materials it processes in accordance with this MTA.
- 1.2 The information security policy shall mandate the use of appropriate technical and organisational security measures in the Collaborator Institution to protect the Materials against unauthorised and unlawful processing and against damage or destruction. The information security policy shall detail the security measures set out in this Annex 2 as a minimum. It shall further describe the measures to be taken in the event of an actual or suspected Data Security Incident.
- 1.3 The Collaborator Institution shall appoint a duly skilled individual with responsibility for ensuring the security of the Materials processed by the Collaborator Institution in its organisation and for reviewing, maintaining and updating the Collaborator Institution’s information security policy. The information security policy shall set out measures for the Collaborator Institution’s internal IT and IT security governance and management.
- 1.4 The information security policy shall also set out that:
 - 1.4.1 the Materials shall be stored throughout their existence in an environment suited to its format and sensitivity, to ensure its preservation from physical harm or degradation and its security from unauthorised access;
 - 1.4.2 appropriate controls are implemented to ensure confidentiality, integrity and availability of data, including but not limited to anti-virus software and role-based access controls;
 - 1.4.3 servers, client devices and applications used for storing, accessing and analysing Materials are deployed with operating systems, firmware, and software within vendor supported versions and where exceptions are documented with adequate mitigations described and auditable; and
 - 1.4.4 encryption is in place in transit and at rest (in accordance with clause 6.1 below).

2. Training

- 2.1 The Collaborator Institution shall ensure that all authorised individuals who have access to the Materials:
 - 2.1.1 are aware of their responsibilities for any Materials they handle; and
 - 2.1.2 receive appropriate information security and data protection training every 3 years as a minimum. This training programme should include information on current common threats and appropriate actions in response.
- 2.2 The Collaborator Institution shall keep up-to-date training records for all individuals who have access to the Materials.

3. Access to Materials

- 3.1 The Collaborator Institution shall implement physical and technical access controls that restrict access to the Materials it processes to duly authorised individuals only. Access logging and monitoring should be put in place.
- 3.2 The Collaborator Institution shall ensure that only duly authorised individuals shall be permitted to access the Materials and only to the extent necessary for the performance of their duties.
- 3.3 The Collaborator Institution shall identify and appoint a system administrator with overall responsibility for granting, changing or voiding data access privileges to its data processing systems and access privileges should be periodically reviewed.
- 3.4 Where an individual who has access to the Materials either leaves or has their authorisation removed (e.g., as a result of a change of role), the Collaborator Institution shall ensure that their status is updated within 1 week (e.g., by changing access control lists).
- 3.5 The Collaborator Institution shall ensure that access to server data processing facilities shall be restricted to duly authorised individuals only and shall implement physical security measures at such server data processing locations (e.g., by use of keys, biometric readers or other electronic security measures).
- 3.6 The Collaborator Institution shall keep appropriate records in relation to access to the Materials.

4. User access controls

- 4.1 The Collaborator Institution shall ensure that access to the Materials is controlled through access privileges as set out above. The use of usernames or user accounts and appropriately secure passwords is required as a minimum. Additional appropriate controls may include the use of passwordless technologies and the use of multi-factor authentication.
- 4.2 The Collaborator Institution shall ensure that authorised individuals do not share or use the same user account, and exceptions must be documented with adequate mitigations described and auditable.
- 4.3 Use of multi-factor authentication is highly recommended to authenticate authorised users of IT systems.

5. Technical controls

- 5.1 The Collaborator Institution shall implement appropriate end point security, including firewall, anti-virus, anti-spyware and other anti-malware software and technologies on all laptops, desktops and servers it uses to process the Materials.
- 5.2 The Collaborator Institution shall update its firewall, anti-virus, anti-spyware and other anti-malware software and technologies on a regular basis to ensure that they protect against then-current virus, spyware and other malware threats.
- 5.3 The Collaborator Institution shall ensure that updates and patches of critical software and firmware are applied within a reasonably prompt time period.
- 5.4 The Collaborator Institution shall mitigate external attacks using a number of methods, including the use of Intrusion Prevention and Detection Systems (IPS/IDS) in addition to firewall and anti-virus measures, with appropriate monitoring in place.
- 5.5 Where remote access is provisioned, controls must be implemented to ensure only authorised devices access IT systems and resilient to brute force attacks.
- 5.6 The Collaborator Institution shall take all reasonable measures to ensure that vulnerabilities are discovered and addressed within a reasonable time frame. These measures could include internal vulnerability scanning and the use of independent external auditors (penetration testing).

6. Storage and transmission of data

- 6.1 Any data held on storage which is not physically secured (e.g., client devices, laptops, PCs, small desktop servers or other equipment which could be readily removed) must always be encrypted at rest (including any backup copies of the Materials). Data held on physically secured storage (e.g., a racked server in a secure room) should be encrypted where practicable.
- 6.2 Data must be encrypted during transmission, using best practices. Insecure or obsolete protocols or cipher-suites should not be used.

- 6.3 Although the use of portable media (e.g., USB or removable drives) is actively discouraged, where it is used, data must be encrypted using a strong password or other secret information.
- 6.4 The Collaborator Institution shall ensure that all authorised individuals are aware of UK Biobank's requirements in relation to storing and sharing data online. Such requirements include:
 - 6.4.1 Participant-Level Data must but not be shared (directly or indirectly) with unauthorised individuals or unauthorised third parties;
 - 6.4.2 Participant-Level Data must not be shared, stored or uploaded (directly or indirectly) to web-based or other repositories accessible by unauthorised individuals or unauthorised third parties;
 - 6.4.3 Cloud and online storage of Materials is permitted provided:
 - 6.4.3.1 it is used in compliance with the provisions of MTA;
 - 6.4.3.2 only authorised individuals can access the Materials;
 - 6.4.3.3 appropriate security measures are in place to protect the Materials from unauthorised and unlawful processing; and
 - 6.4.3.4 the Collaborator Institution is fully responsible for the Materials.
- 6.5 The Materials shall be retained by the Collaborator Institution in accordance with this Annex 2 until the expiry or termination of the MTA. The Materials shall then be destroyed or otherwise rendered permanently inaccessible by the Collaborator Institution in accordance with the MTA. Any destruction or deletion of data should be permanent and destroyed or deleted data should not be recoverable.
- 6.6 The Collaborator Institution shall maintain an information asset register so that all UK Biobank data can be removed on request or at the expiry or termination of the MTA.

Annex 3 Annual Confirmation Form Template

The purpose of this Annex 3 is to provide the Lead Collaborator with a template of the Annual Confirmation Form that will need to be completed and submitted to UK Biobank on an annual basis (the annual anniversary of the Effective Date). For the avoidance of doubt, the Lead Collaborator is not required to complete this form on execution of the MTA.

UK Biobank reserves the right to update this form from time to time including the manner in which it is submitted. Up-to-date versions of the form and instructions for submission are accessible on UK Biobank’s AMS and website.

Collaborator Annual Confirmation Form

Every year, the Lead Collaborator at each Collaborator Institution for a UK Biobank Research Project is required to provide some information regarding their project and confirmation that they are complying with the terms of the Material Transfer Agreement (MTA). For help, please see our AMS User Guide on the UK Biobank website. Failure to provide this form on time (following reminders from UK Biobank before the deadline) will result in the Collaborator Institution being prevented from downloading further data and/or accessing existing data via the RAP. The ability to download further data and/or access existing data via the RAP will be restored when the report is submitted.

Research Project Number:	
Collaborator Institution:	
Date form completed:	

1. Please provide the names of any Affiliates⁶ who have access to UK Biobank data for this Research Project. If none, please say so:

Affiliates:

2. Please provide the names of any Third-Party Processors who process UK Biobank data as a sub-contractor for this Research Project and provide details of the tasks the Third-Party Processor conducts on your behalf. If none, please say so:

Third-Party Processors:
Third-Party Processor tasks:

3. Do you use any publicly accessible online repositories to store/share code and resources associated with your work on UK Biobank data and this Research Project?

Yes / No

If yes, please provide the details of the online repositories you use (such as, GitHub):

Public account details: <i>(name and website link)</i>

4. I confirm that:

Please mark with an 'x':

- I am the Lead Collaborator at the Collaborator Institution and of the Research Project identified above.

- The research conducted by the Collaborator Institution is within the parameters of the Research Project’s approved scope and the progress of the research is consistent with the Applicant PI’s project update

- The provisions of the relevant Material Transfer Agreement(s) (including any applicable amendments and updates) and the Annexes are being complied with.

- The security measures set out here are in place for the Research Project identified above to protect the UK Biobank Materials.

⁶ An Affiliate means any company or other entity that is directly or indirectly Controlling, Controlled by or under common Control with a Collaborator (which includes if such Collaborator is a company, a subsidiary or parent or holding company of such Collaborator, or a subsidiary of such parent or holding company) for so long as such Control exists. Please see the definition of ‘Control’ in the MTA for further information.

Annex 4
Approved Research Project