

endTB Data Sharing Initiative DATA ACCESS AGREEMENT

THIS AGREEMENT is made on _____ (“Effective Date”)

BETWEEN:

(1) The members of the eDSI Platform (the **“Members of the Platform”** or the **“Supplier”**):

Médecins Sans Frontières France (hereinafter referred to as **“MSF”**)

Section: Operational Centre Paris

Address: 14-34, Avenue Jean Jaurès, 75019 Paris, France

Represented by: _____, Medical Director

Partners in Health (hereinafter referred to as **“PIH”**)

Address: 800 Boylston Street, Suite 300, Boston, MA

Interactive Research and Development Global Limited (hereinafter referred to as **“IRD”**)

Address: 16 Raffles Quay, #16-02, Hong Leong Building, Singapore 047571

Pursuant to a separate agreement between MSF, PIH and IRD; PIH and IRD have agreed to be bound by this Agreement on signature by MSF.

AND:

(2) The following institution (the **“Recipient”**):

Name: _____

Address: _____

Represented by: _____

Referred to in this Agreement individually as a **“Party”** and collectively as the **“Parties”**.

BACKGROUND:

- (A) In 2016, MSF, PIH and IRD started working on a project entitled “Expand New Drug markets for TB” (the **“endTB Project”**) which aims, at a general level, to find shorter, less toxic and more effective treatments for drug-resistant tuberculosis (**“DR-TB”**) and which was implemented over the years by conducting an observational study and two clinical trials. The endTB Project has permitted the collection of a unique set of data on DR-TB in terms of volume, geographic origin and quality.
- (B) The endTB data sharing initiative (**“eDSI”**), further described in the eDSI governance framework which can be found at: <https://endtb.org/data-sharing-initiative>, consists of an online data repository (the **“Platform”**) hosting the endTB Project data eligible for onward sharing and use.
- (C) The eDSI Data Access Committee is an independent group of experts appointed in accordance with the eDSI governance framework to review and make decisions regarding the approval of applications for access by researchers and institutions to the data stored on the Platform.

- (D) The Recipient is an institution that wishes to access certain data stored on the Platform as described in Schedule 1 for the purposes of the research set out in the application that has been approved by the Data Access Committee (and which is attached as Schedule 2).
- (E) The Parties have agreed to enter into this Agreement which sets out the terms on which the Recipient may use the data transferred to the Recipient in accordance with Schedules 1 and 2.

NOW IT IS AGREED as follows:

1. DEFINITIONS

- “Administrator”** the entity representing the Members of the Platform that is providing administrative support to the Platform as identified in Schedule 1;
- “Affected Countries and Communities”** the countries, communities, and groups of individuals affected by or involved in the prevention, diagnosis and treatment of DR-TB;
- “Confidential Information”** the information disclosed by or on behalf of a Party at any time that would be regarded as confidential by a reasonable person or information which is identified as being confidential or otherwise designated to show expressly that it is imparted in confidence – the Research Results are not considered Confidential Information;
- “Data Access Committee”** an independent group of experts further defined in the Background paragraph above;
- “Dataset”** the list of data transferred pursuant to this Agreement, defined in Schedule 1, or any part thereof, as well as any and all data disclosed by or on behalf of eDSI that relates to such data;
- “Intellectual Property” or “IP”** any and all patents, copyright, registered designs, design rights, trade marks, database rights, regulatory rights in data exclusivity and market exclusivity, trade secrets, know-how and any other intellectual property rights anywhere in the world in each case whether registered or unregistered, including any and all applications for such rights and the right to make such applications and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
(“Background IP” is defined in Clause 5)
- “Personal Data”** any data or information that directly or indirectly identifies an individual, including a combination of data that together can reasonably make it possible to identify an individual;
- “Platform”** the eDSI data repository, further defined in the Background paragraph above;
- “Publication”** any abstracts, reports, external communication, websites, presentations or peer-reviewed scientific publications that contain Research Results; and **“Publish”** shall be construed accordingly;
- “Research”** the research to be performed by the Recipient, as defined in the application submitted by the Recipient to access the Dataset and approved by the Data Access Committee (a copy of such application is attached as Schedule 2);
- “Research Results”** the results of the Research performed by the Recipient using the Dataset including any data, information or anything else directly or indirectly derived from the Recipient’s use or analysis of the Dataset as well as any new or additional data or information that is collected by the Recipient for the purpose of their Research (but excluding the Dataset); as well as the Intellectual Property that is generated, or otherwise collected, arising, identified, first reduced to practice or subsisting in the aforementioned;
- “Term”** the duration of this Agreement, as stated in the Recipient’s application approved by the Data Access Committee (a copy of which is attached as Schedule 2) and, if no term is specified in the application, then until completion of the Research up to a maximum of 5 years from the Effective Date;

All other definitions are found in the heading and background above.

2. DATA TRANSFER

- 2.1 The Supplier, through MSF, shall provide the Recipient with the Dataset to perform the Research in accordance with and subject to the terms of this Agreement. The transfer will be performed with appropriate security measures decided by the Supplier.
- 2.2 The Supplier has obtained the necessary authorization(s) – of relevant authorities, applicable ethical bodies and individuals concerned by the Personal Data contained in the Dataset – to include the Dataset in the Platform.
- 2.3 Nothing in this Agreement shall prevent the Supplier (and/or the third party contributing data to the Platform) from being able to use the Dataset for any purpose, including but not limited to distribution of the Dataset to other third parties for research purposes.

3. CONDITIONS OF USE OF THE DATASET

3.1 Permitted Use:

- 3.1.1 The Recipient has the right to use the Dataset solely for the purposes of the Research;
- 3.1.2 The Recipient shall not use the Dataset for any purpose other than the Research and shall not use, process (or allow sub-processing), transfer, disclose, release, show, sell, rent, lease, loan, or otherwise grant access to or make available the Dataset to any third party, except as expressly permitted by this Agreement;
- 3.1.3 The Recipient shall notify the Supplier if it anticipates any changes to the Research and shall not implement any such change without obtaining the prior written approval of the Supplier, after Data Access Committee approval where applicable; and
- 3.1.4 **Non-commercial purposes:** Part of the ethos of the Platform is to enable access to data from the endTB Project only for non-commercial purposes. The Recipient acknowledges and agrees that it is intended that the Dataset and Research Results should not be used in the promotion of a commercial enterprise and/or its products or services; and that any such commercial purposes should be discussed and agreed directly with the data contributors. The Recipient agrees that the Research does not have any direct or indirect commercial purposes, including the promotion of a commercial enterprise and/or its products or services.

3.2 Research team and access:

- 3.2.1 The Research shall be conducted by the research team consisting in the principal researcher designated in the Recipient's approved application (Schedule 2) and the individuals directly involved in the performance of the Research under their supervision;
- 3.2.2 The Recipient shall:
 - (a) ensure only the research team described in Clause 3.2.1 has access to the Dataset;
 - (b) ensure that it and such research team members undertake to observe the terms of this Agreement and any further or supplementary agreement entered into between the Parties;

- (c) take reasonable steps to ensure the reliability of such research team members who may have access to, or be involved in, the use of the Dataset.

3.3 Confidentiality of the Dataset:

- 3.3.1 The Recipient shall not during the period of this Agreement or afterwards disclose the Dataset except as expressly permitted by the terms of this Agreement or with the Supplier prior written consent;
- 3.3.2 The Recipient shall ensure that each member of the research team described in Clause 3.2.1 and any other member of staff or other person engaged by the Recipient in support of the Research is made aware of the confidential nature of the Dataset and is bound to comply with the terms of this Agreement, including undertakings of confidentiality equivalent to those set forth in this Clause 3.3; and
- 3.3.3 The Recipient shall take all practicable steps whilst the Dataset is in its possession or control to prevent access thereto other than as permitted by this Agreement.

3.4 Ethical approvals and applicable law and regulation:

- 3.4.1 The Recipient shall ensure and provide evidence that any regulatory and/or ethics committee approvals required for the use of the Dataset in the Research are obtained before the transfer of the Datasets and shall ensure that at all times it holds and maintains all necessary licences, permits and/or approvals necessary for it to perform the Research;
- 3.4.2 The Recipient shall ensure that the Dataset is used in compliance with all applicable law (meaning all laws, regulations, regulatory requirements and authorisations, decisions and guidance of regulatory authorities or other requirements applicable in the context of this Agreement, including without limitation the European Union General Data Protection Regulation n°2016-679 as amended and updated and the Declaration of Helsinki);
- 3.4.3 The Recipient shall observe the highest standards of ethics and integrity in the course of the Research in order to promote respect for medical and research ethics, human rights, human dignity, medical confidentiality and privacy; and
- 3.4.4 The Recipient shall respect and comply with the principles enshrined in the eDSI Charter and Ethics Framework as set out in the eDSI governance framework on the eDSI website.

3.5 Personal Data:

- 3.5.1 The Recipient acknowledges that the Dataset may contain Personal Data. The Parties agree that while using the Dataset, the Recipient shall act as an independent data controller; and
- 3.5.2 The Recipient shall assist the Supplier in its compliance with any applicable law by:
 - (a) conducting data protection impact assessments if requested by the Supplier;
 - (b) supporting the Platform and Supplier's interactions with supervisory authorities or regulators where a data protection impact assessment indicates that there is a high risk to the transfer;
 - (c) informing the Supplier immediately if (in the Recipient's opinion) the use of the Dataset in accordance with this Agreement infringes any applicable law;

- (d) maintaining complete and accurate records and information to demonstrate its compliance with this Agreement and shall allow the Supplier at reasonable times and from time to time to audit and review the Recipient's compliance with this Agreement; and
 - (e) agreeing to any reasonable amendment requested by the Supplier to this Agreement that is necessary to bring the Parties' obligations in respect of the processing of the Dataset into line with any applicable law.
- 3.6 **Data minimisation:** The Recipient has ensured that it requests only the data which is necessary in order to carry out the Research.
- 3.7 **Reidentification and contact:** The Recipient shall not link, attempt to link or permit a third party to link or attempt to link the Dataset in a way which allows the identification of any individual (living or deceased) who are subjects of the data contained in any Dataset; and the Recipient shall not contact, attempt to contact or permit a third party to contact or attempt to contact any such individual or any community or medical institution associated with the Dataset or any third party that contributed the Dataset to eDSI other than the Supplier.
- 3.8 **Individual requests:** In accordance with the rights of an individual who is the subject of the data contained in the Dataset, the Supplier might request the Recipient to delete, withdraw, modify or retrieve any part of the Dataset that directly or indirectly identifies an individual requesting to exercise their rights; the Recipient shall put in place effective deletion, withdrawal, modification and retrieval mechanisms and shall adhere to such requests in accordance with the requirements of applicable data protection laws and without undue delay.
- 3.9 **Appropriate security measures:** The Recipient shall establish and implement appropriate technical and organizational measures to secure the Dataset and protect it from accidental or unlawful destruction, loss, alteration, unauthorised access and/or disclosure. The Recipient shall provide a level of security appropriate to the risk represented by the use and transfer of the Dataset. The Recipient shall use and store the Dataset only on access-limited, password-protected computers and/or servers protected by current anti-virus, anti-malware and encryption (including on any portable devices). The Recipient represents and warrants that appropriate security measures are in place at the date of signature of the Agreement and will be maintained and applied to the Dataset for as long as they are held by it. The Recipient shall notify the Supplier of any changes that may affect these security modalities.
- 3.10 **Notification of data security incident:** The Recipient shall promptly notify the Supplier (see contact details defined in Schedule 1) within 24 hours of becoming aware of any accidental or unlawful destruction, loss, alteration, unauthorised use or disclosure of, or access to, the Dataset (or of any cybersecurity or other incident with potential to cause the same) and the Recipient shall under the Supplier's request: (a) promptly investigate and respond to the Supplier's concerns regarding any alleged incident; (b) promptly resolve any problems identified by the investigation; (c) submit a corrective action plan with steps designed to prevent any future incidents; and/or (d) require that all Dataset (including any document created by or on behalf of the Recipient and containing Dataset) be immediately returned or destroyed.
- 3.11 **Record of Dataset copies:** Any duplication of the Dataset must be fully documented such that all versions can be fully returned or deleted on the earlier of termination or expiry of this Agreement in accordance with Clause 8.

3.12 **Transfer outside the European Economic Area:** If the transfer of the Dataset involves transferring it outside the European Economic Area and not to a country benefiting from a European Commission adequacy decision: the Supplier, acting as the “data exporter” and the Recipient as the “data importer” hereby enter into the European Commission’s standard contractual clauses (module one). Prior to the transfer, the Recipient shall assist the Supplier with any necessary risk analysis and shall adopt any additional security measures requested in writing by the Supplier.

4. RESEARCH RESULTS

4.1 The Recipient will provide at the end of the Term a written report describing in detail how it has used the Dataset and all Research Results.

5. INTELLECTUAL PROPERTY & ACCESS AND BENEFIT SHARING

5.1 Background IP:

5.1.1 **“Background IP”** in respect of a Party means all Intellectual Property owned by, licensed to or otherwise controlled by that Party before the date of this Agreement or created after the date of this Agreement other than the Research Results;

5.1.2 Background IP is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background IP has derived) and nothing in this Agreement shall operate to transfer any Background IP of one Party to the other;

5.1.3 The Recipient grants the Supplier an irrevocable, perpetual, transferable, non-exclusive, sub-licensable, worldwide and royalty free licence to the Background IP necessary for it to use the Research Results in accordance with Clause 5.2 and provided such Background IP may only be used by the Supplier for non-commercial purposes and for the benefit of the Affected Countries and Communities;

5.1.4 The Recipient acknowledges and agrees that all Intellectual Property and other rights, title or interests subsisting in the Dataset shall be owned by and remain with the Supplier and, where applicable, their licensors at all times and the Recipient shall not acquire any rights or interest in such Intellectual Property other than as set out in Clause 5.1.5;

5.1.5 The Supplier grants the Recipient a revocable, non-transferable, royalty-free, worldwide and non-exclusive license to use the Dataset for the purpose of this Agreement for the Term of this Agreement; and

5.1.6 The Recipient acknowledges and agrees the Supplier and its relevant licensors are free to use the Dataset for any purpose, including distribution to third parties for any research or other purposes.

5.2 Research Results

5.2.1 The Parties acknowledge and agree that the Research Results shall be owned by the Recipient in accordance with the following conditions:

- (a) The Recipient grants the Supplier an irrevocable, perpetual, transferable, non-exclusive, sub-licensable, worldwide and royalty free licence to the Research Results for all purposes;

- (b) The Recipient is not involved in using the Research Results for commercial purposes and the Recipient shall not use or permit the Research Results to be used in the promotion of a commercial enterprise and/or its products or services; (for the avoidance of doubt, publication of the Research Results in accordance with Clause 6 does not breach this condition);
- (c) The Recipient shall publish the Research Results in accordance with Clause 6;
- (d) The Recipient shall use best efforts to avoid prohibitively costly approaches, restrictive Intellectual Property strategies or anything else that may hinder or delay the use of the Research Results for the fair and equitable benefit of Affected Countries and Communities, in particular the countries and communities where the Dataset have been collected or originate from;
- (e) The Recipient shall not enforce any Intellectual Property it may own with respect to the Research Results against any person without prior notification to the Supplier;
- (f) The Recipient shall not draft or file any applications to obtain registered Intellectual Property with respect to or on the basis of the Research Results in any jurisdiction without the Supplier's prior written consent;
- (g) The Recipient shall ensure that all persons to whom the Recipient transfers, assigns or licenses the Research Results enter into a binding written agreement with the Recipient under which it agrees to comply with terms set out in Clause 6 and in this Clause 5.2; and
- (h) The Recipient is encouraged to engage in collaboration, training and capacity strengthening with researchers, research institutions and other relevant users from Affected Countries and Communities; and acknowledges this is a key principle identified for the Platform.

6. PUBLICATION

- 6.1 The Recipient shall use diligent efforts to make sure that the main Research Results are accessible, available and affordable in Affected Countries and Communities including: using diligent efforts to disseminate them in Affected Countries and Communities; and using best efforts to Publish them in an open-access journal. The Recipient shall Publish in a peer-reviewed journal the main Research Results (irrespective of the outcome of the Research) during the Term or such other period agreed between the Parties. If the Recipient does not produce such Publication, it shall provide the Supplier with a brief report explaining why. This information (whether a Publication is produced or not) will be made public on the eDSI website.
- 6.2 The Recipient shall ensure that Publications do not contain any information capable of identifying any individual (living or deceased) or community or medical institution associated with the Dataset.
- 6.3 Any Publication concerning the Dataset or the Research Results shall include the acknowledgement specified in Schedule 1.
- 6.4 The Recipient acknowledges that the Supplier may reproduce the summary contents of approved applications including the title of the Research, the name of the principal investigator and their affiliation, funding source(s), potential conflicts of interest, a summary of the proposed Research,

and the endTB Project studies from which Dataset have been requested on their websites or other media with due attribution to the Recipient. The Supplier shall ensure that such reproductions do not interfere with the Publication process described in Clause 6.1.

7. CONFIDENTIALITY

7.1 Each Party shall maintain in confidence all Confidential Information and shall not disclose it to any third party without the prior written consent of the other Party.

7.2 Each Party shall ensure that only those of its officers, employees and representatives directly concerned with the carrying out of this Agreement have access to the Confidential Information and each Party shall take all reasonable measures to ensure such individuals are prohibited from unauthorized disclosure of the Confidential Information.

7.3 The obligation of confidentiality in this Clause 7 shall expire five years following the termination or expiry of this Agreement; and shall not apply at all when Confidential Information:

7.3.1 is known to the Party making the disclosure before its receipt from the other Party, and not already subject to any obligation of confidentiality to the other Party;

7.3.2 is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;

7.3.3 has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party;

7.3.4 has been independently developed by the Party making the disclosure;

7.3.5 is disclosed pursuant to the requirement of any law or regulation or the order of any court of competent jurisdiction, and the Party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or

7.3.6 is approved for release in writing by an authorized representative of the other Party.

The limitations on confidentiality set out above in this Clause 7.3 do not apply to other obligations of confidentiality in this Agreement with respect to the Dataset.

8. LIABILITY, LIMITATIONS AND EXCLUSIONS

8.1 The Parties warrant and undertake that they have the right to enter into this Agreement.

8.2 Nothing in this Agreement excludes or limits the liability of either Party:

8.2.1 for death or personal injury caused by that Party's negligence; or

8.2.2 for fraud or fraudulent misrepresentation; or

8.2.3 to the extent that such liability cannot be limited or excluded by law.

8.3 Subject to Clause 8.1, in no event will the Supplier be liable for any use of the Dataset by the Recipient, whether in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising.

8.4 The Recipient acknowledges that the Dataset is provided "as is" and the Supplier hereby excludes to the fullest extent permitted by law all terms, conditions and warranties which, by virtue of statute,

common law or otherwise, may, in the absence of this Clause, be implied into this Agreement with respect to the Dataset (including any implied terms that the Dataset is of satisfactory quality, fit for purpose or that it will not infringe the Intellectual Property rights of any third party).

8.5 The Recipient hereby agrees to indemnify the Supplier and its affiliates from and against all claims, demands, causes of action, damages or costs arising out of:

8.5.1 the breach by the Recipient or its research team or representatives of any provision of this Agreement;

8.5.2 the use by or on behalf of the Recipient of the Dataset; or

8.5.3 the conduct of the Research.

9. DURATION, TERMINATION AND EFFECTS OF TERMINATION

9.1 This Agreement, and the licences granted to the Recipient hereunder, shall commence on the Effective Date and, unless terminated earlier in accordance with this Clause, shall continue in force for the Term.

9.2 Either Party may terminate this Agreement by providing thirty days written notice to the other Party.

9.3 Without prejudice to any other rights or remedies which the Supplier may have, if the Supplier reasonably considers that the Recipient is in breach of any of its obligations under this Agreement:

9.3.1 The Supplier may notify the Recipient not to publish and, if so notified, the Recipient shall not publish the Research Results or, to the extent already published, procure the withdrawal of the Research Results from all such publications;

9.3.2 The Supplier may terminate this Agreement on fourteen days' notice in writing to the Recipient; and

9.3.3 The Recipient acknowledges that the Data Access Committee shall be entitled to reject all future applications received by the Recipient to access data on the Platform.

9.4 Upon expiry or termination of this Agreement, all licences granted to the Recipient pursuant to this Agreement will automatically terminate and the Recipient shall securely destroy the Dataset (and all copies thereof) in its possession or control and shall certify in writing to the Supplier that it has done so.

9.5 The termination or expiry of this Agreement shall not prejudice or affect any accrued rights or liabilities of any of the Parties.

9.6 Upon termination of this Agreement for any reason the provisions of Clauses 1 (*Definitions*), 3 (*Conditions of use of the Dataset*), 4 (*Research Results*), 5 (*Intellectual Property and access and benefit sharing*), 6 (*Publication*), 7 (*Confidentiality*), 8 (*Liability, limitations and exclusions*), 9 (*Duration, termination and effects of termination*), 10 (*General*) shall remain in force.

10. GENERAL

10.1 Other than as permitted in Clause 6.3, the Recipient shall not refer to, or use the name, logos or trademarks of, the Platform, the endTB Project, any of the Members of the Platform or the data contributor(s) to the Platform without their respective prior written consents.

- 10.2 This Agreement may only be amended in writing signed by duly authorised representatives of the Supplier and the Recipient.
- 10.3 The Recipient shall not assign, mortgage, charge or otherwise transfer or deal with any rights or obligations under this Agreement without the prior written consent of the Supplier.
- 10.4 No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 10.5 If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law.
- 10.6 Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.
- 10.7 Each Party shall at all times comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and corruption and shall have and maintain appropriate policies and procedures to ensure compliance with such requirements (which it shall enforce where appropriate). Each Party shall immediately notify the other Party of any demand for any undue financial or other advantage of any kind received by it in connection with the subject matter of this Agreement.
- 10.8 This Agreement, including its schedules, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. The Parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement.
- 10.9 **Third Party Rights:** The Recipient acknowledges that PIH and IRD benefit from, and are entitled to enforce, the terms of this Agreement. Except as stated in this Clause 10.9, this Agreement does not create any rights to third parties.
- 10.10 **No financial commitment:** Each Party pays all the costs it incurs in the set up and implementation of this Agreement. Any give expense of cost can only be committed in writing by the Party responsible for the cost in question. In no case can one Party commit an expense on behalf of another Party, without prior written consent.
- 10.11 **Counterparts and electronic signature:** Except as may be prohibited by applicable law, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.
- 10.12 **Notices:**
- 10.12.1 All notices to be given and other documentation to be sent under the terms of this Agreement may be delivered personally or via email in accordance with the contact details set out in Schedule 1.
- 10.12.2 Notices sent as above shall be deemed to have been received: if delivered personally, when left at the address noted at the start of this Agreement (or such other address as may be

notified to the other party in writing from time to time); or if sent by email, on the date the confirmation copy was deemed to have been received.

10.13 **Interpretation:** In this Agreement:

10.13.1 references to “persons” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assignee;

10.13.2 references to the singular include the plural and vice versa; and

10.13.3 where the word “including” is used it shall be understood as meaning “including without limitation”;

10.14 **Governing law and jurisdiction:** The validity, construction and performance of this Agreement, and any contractual and non-contractual claims arising hereunder, shall be governed by French law and shall be subject to the exclusive jurisdiction of the French courts to which the Parties hereby submit.



EXECUTED on the date set out at the head of this Agreement.

Signed for and on behalf of **Médecins Sans
Frontières France, Partners in Health, and
Interactive Research and Development Global
Limited**

Signed for and on behalf of

Signed: _____

Signed: _____

Print name: _____

Print name: _____

Title: MEDICAL DIRECTOR,
MEDESINS SANS FRONTIERES FRANCE

Title: _____

Date: _____

Date: _____

SCHEDULE 1
DATASET, CONTACTS AND PUBLICATION ACKNOWLEDGEMENTS

Dataset Release Version Number: _____

Study title (if applicable): _____

Files included in this Agreement:

These data files contain:

- Number of variables: _____
- Number of rows: _____
- Number of participants IDs (data subjects): _____

This data supports the results that will be submitted to:

Any Publication concerning the Dataset or the Research Results shall include the following

acknowledgement: “This Research includes data provided by the endTB data sharing initiative, which holds endTB study data provided by the endTB consortium (Médecins Sans Frontières – France, Partners In Health and Interactive Research and Development). The endTB studies were mainly funded by Unitaid.

Supplier contacts:

- For ordinary communications with the Supplier, the Recipient shall contact the Platform Administrator appointed by IRD: eds administrator@ird.global
- For notifications of data security incidents, and any data protection related matters, the Recipient shall also copy: eds administrator@ird.global and dpo@paris.msf.org;

Recipient contacts: _____



**SCHEDULE 2
APPLICATION**

[Copy of the Application approved by the eDSI Data Access Committee]