

ELAN-GP – Data Transfer Agreement %{ticket.number}

Applicant (i.e. Researcher)

Name: %{ticket.name}
Address:
Institute:
E-Mail: %{ticket.email}

LUMC/PHEG/ELAN Representative (i.e. Provider)

Mw. drs. A.C. Kroeze, manager bedrijfsvoering divisie 3

Leiden University Medical Center, Leiden, the Netherlands
E-Mail: mail@elanresearch.nl

Conditions

- 1.LUMC/PHEG will provide the Researcher with a subset of data from the ELANGP data warehouse that conforms to the query specified in his or her data application.
2. The Researcher is sufficiently familiar with the document “LUMC-PHEG Data Governance ELAN data warehouse” and will adhere to this governance code at all times.
- 3.Data will be issued in a password-protected archive, and transferred through a secure connection.
- 4.Issued data will be used exclusively for the objective or research question described in the Researcher’s data application and LUMC/PHEG/ELAN retains ownership of the data at all times.
5. The Researcher is only allowed to use issued ELAN data in collaboration with member(s) of a LUMC/PHEG study group.
6. The data is confidential and Researcher will not disclose or provide the data to any third party.
- 7.The Researcher is responsible for the data and will ensure that all technical and physical safeguards are taken to protect the data from any unauthorized access or use.
8. The data application and issued subset will be archived in the appropriate LUMC repositories.
- 9.The Researcher is required to provide annual updates of progress on the project and the use of the data.

10. Papers presenting results of the study (including papers presenting results of measurements in ELAN samples) have to be reviewed by a GP-member of a LUMC/PHEG study group before submission for publication. Any such approved manuscript shall in any event indicate that “*ELAN-GP-data were provided by the Extramural LUMC Academic Network (ELAN) of the Leiden University Medical Center (LUMC) after approval by the GP steering committee*”

11. LUMC/PHEG/ELAN provide the data ‘as is’ and provide no representations, warranties or guarantees regarding its completeness, suitability or fitness for any particular use.

12. Researcher shall hold LUMC/PHEG/ELAN harmless for any and all damages resulting from the use of the data that Researcher (or third parties relying on Researcher) may suffer.

13. When analyses have been completed, the Researcher will transfer all data and syntax required to produce the results as presented in the publication to the LUMC/PHEG study group to ensure that they are reproducible.

14. When analyses have been completed, the Researcher will destroy all issued and derived datasets.

15. Researcher may not assign or transfer, in whole or in part, its rights or obligations under this Agreement to any third party, without prior written consent of LUMC/ELAN.

16. This Agreement shall be exclusively governed by Dutch law, excluding its conflict of law provisions.

By the signature of this agreement form by the duly authorized ELAN representative, ELAN and LUMC give their permission to provide the ELAN data to the Researcher according to the abovementioned conditions.

Name Applicant: %{ticket.name}

Date:

Signature:

Name Senior applicant: %{ticket.name}

Date:

Signature:

Name Provider: mw. drs. A.C. Kroeze

Date:

Signature: