

WITS HEALTH CONSORTIUM DATA TRANSFER AGREEMENT (RP1) WITH TRACKED AMENDMENTS

LEGEND

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DATA TRANSFER AGREEMENT

(the “Agreement”)

Effective Date: ~~[Insert Date]~~[Amendment Date]

Between:

The WITS HEALTH CONSORTIUM (PTY) LIMITED, a company incorporated under the laws of the Republic of South Africa, registration number 2000/026915/07 (hereinafter “the Data Provider”).

And:

THE UNIVERSITY OF CAPE TOWN, a tertiary education institution in terms of the Higher Education Act 101 of 1997, as amended (hereinafter “the Data Recipient”).

CONTACT INFORMATION FOR NOTICES:

If to Data Recipient (Technical):

Dr Christopher Jack

Climate System Analysis Group

Department of Environmental and Geographical Science University of Cape Town South Africa

Email: cjack@csag.uct.ac.za

If to Data Recipient (Legal):

Attention: Director, Department of Research Contracts and Innovation, University of Cape Town

Address: Allan Cormack Building, 2 Rhodes Ave, Corner Main Rd, Mowbray, 7700

Email: director.rci@uct.ac.za

If to Data Provider Investigator:

If to Data Provider (Legal):

[Provider legal contact details]

Attention:

Address:

Email:

1 DEFINITIONS

In this Agreement, unless the context otherwise indicates, the following words will have the following meanings:

1.1 **"the/this Agreement"** shall mean this Agreement together with any Annexures hereto;

1.2 **"Data"** means the information and documents listed in Annexure A (Description of Data) and forming part of this Agreement;

1.3 **"Data Recipient"** means the University of Cape Town and includes its affiliates, employees, faculty, students, and agents;

1.4 **"Data Recipient Investigator"** means the individual who is affiliated with the Data Recipient, who is responsible for the conduct of the RP1 Study. The Data Recipient Investigator is the individual who prepares and submits the data access request;

1.5 **"Data Provider"** means Wits Health Consortium (Pty) Ltd., and includes its affiliates, employees, faculty, students, and agents;

1.6 **"HE²AT Center"** or the "Center" means the HE²AT Center Consortium being the collection of research centers, institutions, universities, and commercial entities, which are tasked with carrying out the HE²AT Center Project;

1.7 **"HE²AT Center Consortium Member"** means each of the members listed in Annexure C;

1.8 **"HE²AT Center Project"** means the project titled "Developing Data Science Solutions to Mitigate the Health Impacts of Climate Change in Africa: the HE²AT Center", which has been established to implement innovative computational, modeling, and analytical approaches to help African communities cope with risks from climate change;

1.9 **"Azure Cloud Platform"** means the cloud computing platform operated by Microsoft Corporation which is used to store, manage, and process data through a network of remote servers hosted on the internet;

1.10 **"Level 0 Data"** means the "Original Study Data" as defined in this Agreement;

1.11 **"Level 1 Data"** means the "Consortium-Shared Data" as defined in this Agreement;

1.12 **"Level 2 Data"** means the fully de-identified or anonymized data derived from Level 0 and Level 1 Data through cleaning and preprocessing procedures that remove all direct and indirect personal identifiers, making re-identification of individuals highly improbable even when combined with other data sources;

1.13 **"Level 3 Data"** means the inferential data produced through analysis and modeling of Level 2 Data, including but not limited to statistical outputs, model predictions,

trained machine learning models, and aggregated data products that contain no personal information;

1.14 **"Successor Governance Entity"** means any legal entity or institutional structure that may be established or designated after the conclusion of the HE²AT Center Project to assume governance responsibility for the data and derived products developed during the project;

1.15 **"Original Study Data"** means the primary data collected by the Data Provider for the studies listed in Annexure A;

1.16 **"Consortium-Shared Data"** means processed data from the Original Study Data shared by the Data Provider with the Data Recipient in accordance with the limitations in this Agreement, for use in the RP1 Study as set out in Annexure A;

1.17 **"Research Project" or "RP1 Study"** means the research study with its aims and objectives as set out in Annexure B entitled: "Individual Participant Data meta-analysis to quantify the impact of high ambient temperatures on maternal and child health in Africa."

2 DATA TRANSFER AND USE

2.1 Subject to the terms of this Agreement, the Data Provider agrees to share with the Data Recipient the Original Study Data for the purpose of undertaking the RP1 Study. The details of the Original Study Data including the variables and fields that will be shared are set out in "Annexure A".

2.2 The Original Study Data is and shall remain the property of the Data Provider. The Data Recipient shall not obtain any right, title, or interest in or to the Original Study Data.

2.3 The Data shall be accessed and used only for the purposes described in the HE²AT Center Project and Research Project 1 as detailed in Annexure B, and strictly in accordance with the terms and conditions of this Agreement.

2.4 The Data Recipient agrees to store the Data securely and to maintain the confidentiality of the Data in accordance with the protocols and security measures agreed to between the parties and described in a written data security plan. The Data Recipient must not release or disclose the Data to any person except as explicitly authorized by this Agreement or with the prior written consent of the Data Provider.

2.5 If the Data contains Protected Health Information (PHI) or other Personally Identifiable Information (PII), the Data Recipient agrees to protect the confidentiality of this information in accordance with applicable laws, regulations, and ethical standards.

2.6 The Data Recipient agrees not to use or attempt to use the Data in any manner that could identify any subject whose information is contained within the Data, unless explicit permission has been granted by the Data Provider and in compliance with all applicable privacy regulations and ethical approvals.

2.7 The Data Recipient agrees to implement security measures including, but not limited to, data access controls, encryption, and regular security assessments to protect the Data from unauthorized access, use, disclosure, modification, or destruction.

2.8 The Data Recipient shall promptly notify the Data Provider of any security breach involving the Data and shall cooperate with the Data Provider in investigating the breach, notifying affected individuals if appropriate, and taking necessary remedial measures.

2.9 The Data Recipient agrees to acknowledge the Data Provider and the original study in all publications, presentations, or other disclosures relating to the analyses conducted using the shared data. Authorship will be determined according to scientific contribution and standard authorship guidelines as set out in Annexure D.

2.10 Cloud Migration Authorization. The Parties hereby acknowledge and expressly authorize the migration and storage of all Data levels (Levels 0-3) to the Azure Cloud Platform or similar cloud-based infrastructure approved by the HE²AT Center, subject to the following conditions:

a) Appropriate technical and organizational security measures are implemented that meet or exceed industry standards for sensitive health data, including but not limited to encryption (both in transit and at rest), access controls, authentication, and audit logs;

b) Geographic controls are in place to ensure Data remains stored in data centers located in jurisdictions with adequate data protection laws or as otherwise agreed between the Parties;

c) A four-tier data access model is implemented as follows:

- Level 0 (Original Study Data): Accessible only to authorized personnel from the original Data Provider and specific authorized individuals within the HE²AT Center who require access for data integration and processing purposes.
- Level 1 (Consortium-Shared Data): Accessible to authorized investigators from HE²AT Center Consortium Members as specified in Annexure C.
- Level 2 (De-identified Data): Accessible to authorized HE²AT Center researchers and qualified external researchers through governance processes detailed in Section 2.11.
- Level 3 (Inferential Data): Potentially accessible more broadly following HE²AT Center approval processes.

2.11 External Researcher Access. The Parties hereby acknowledge and expressly authorize qualified external researchers (researchers who are not members of the HE²AT Center Consortium) to access Level 2 Data, subject to the following conditions:

a) Access requests shall be reviewed and approved by a designated Data Access Committee (DAC) established by the HE²AT Center;

b) External researchers must submit a formal request detailing their research aims, methodologies, qualifications, and intended outputs;

c) External researchers must execute legally binding Data Use Agreements that include commitments to:

- Maintain data security and confidentiality
- Use the data only for the approved research purpose
- Not attempt to re-identify any individuals
- Properly acknowledge the data source and original investigators
- Share research findings with the HE²AT Center prior to publication

d) External researchers must provide appropriate attribution and citation to the original Data Provider(s) in any publications, presentations, or other outputs using the following format: "Data provided by [Data Provider Name] through the HE²AT Center (NIH grant number U54 TW 012083)";

e) The Data Access Committee shall maintain records of all external access and usage, and shall provide periodic reports to the Data Provider upon request.

2.12 Post-Project Data Use. The Parties hereby acknowledge and expressly authorize the retention and continued use of Data after the conclusion of the HE²AT Center Project, subject to the following conditions:

a) Level 0 Data (Original Study Data) shall be retained for a maximum of five (5) years following the conclusion of the HE²AT Center Project, after which it shall be securely deleted unless otherwise agreed in writing;

b) Level 1 Data (Consortium-Shared Data) shall be retained for a maximum of ten (10) years following the conclusion of the HE²AT Center Project, after which it shall be reviewed and either securely deleted or further de-identified and transferred to Level 2;

c) Level 2 and Level 3 Data may be retained indefinitely in a secure repository for continued research use, subject to ongoing governance by either:

- A Successor Governance Entity established or designated for this purpose, or
- The Data Access Committee or equivalent body if no Successor Governance Entity is established

d) All security and privacy protections specified in this Agreement shall continue to apply to all retained Data, regardless of the governance structure;

e) The retention and governance plan shall be reviewed every five (5) years to ensure alignment with current best practices, legal requirements, and ethical standards.

3 GENERAL

12.1 In no event shall Data Provider be liable for any use by the Data Recipient of the Original Study Data or for any loss, claim, damage, or liability, of any kind or nature, that may arise from or in connection with this Agreement or Data Recipient's use, handling, or storage of Data.

12.2 This Agreement does not constitute, grant nor confer any license under any patents or other proprietary interests of one Party to the other, except as explicitly stated in this Agreement.

12.3 This Agreement may be amended by written agreement between the Parties.

12.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12.5 The provisions of this Agreement that by their nature are intended to survive termination or expiration of the Agreement shall survive such termination or expiration and shall remain in full force and effect.

12.6 The Parties expressly acknowledge and agree that the provisions of Sections 2.11 and 2.12 of this Amendment regarding External Researcher Access and Post-Project Data Use shall survive the termination of the Agreement and the conclusion of the HE²AT Center Project.

12.67 The Data Recipient hereby acknowledges and accepts that the signatory of this Agreement on behalf of the Data Provider represents and warrants that they have the full authority and capacity to enter into and bind the Data Provider to the terms of this Agreement. The Data Recipient shall not be held liable or responsible in any manner for any breach of authority or lack thereof by the signatory. Should it be determined that the signatory did not possess the requisite authority to execute this Agreement, the Data Recipient shall remain indemnified and free from any and all claims, liabilities, losses, damages, or expenses arising therefrom.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the [Amendment](#) Effective Date.

WITS HEALTH CONSORTIUM - RESEARCH PROJECT 1 (RP1)

DATA PROVIDER	DATA RECIPIENT
WITS HEALTH CONSORTIUM	UNIVERSITY OF CAPE TOWN
(signature)	(signature)
Name:	Name:
Title:	Title:
Date:	Date: