



DATA TRANSFER AND USE AGREEMENT

This Data Transfer and Use Agreement must be signed by an authorised representative of the Aurum Institute prior to obtaining data for use in a research capacity under the conditions designated by the Principal Investigator (PI) laid out herein, and as per any agreement Aurum has with the funder allowing the data to be generated and shared.

This Data Transfer and Use Agreement (the “Agreement”), entered into on the last date of signature on this Agreement (the “Effective Date”), is between the Aurum Institute NPC (“**Aurum**”) and

Matthew Chersich

(Name of **Principal Investigator**) and

Wits Health Consortium (Pty) Ltd

(Name of recipient)

(“**the Recipient**”)

each of which is a “Party” and together are the “Parties.” This Agreement governs an arrangement through which Aurum and the Principal Investigator of the specific study shall make available the Material and/or a Limited Data Set to the Recipient involved directly with the study and aligned with Aurum’s data management, records management, data privacy and data sharing policies.

For purposes of this Agreement the following words have the following meanings:

Data means	data and results produced in the execution of the Study
Project means	the project titled “Developing Data Science Solutions to Mitigate the Health Impacts of Climate Change in Africa: the HE2AT Center” funded by the National Institutes of Health
Purpose means	to comprehensively understand heat-health interactions in large African cities, considering socio-economic factors, vulnerability, and environmental elements. The data is crucial to developing localized Early Warning Systems for adverse health outcomes due to increased temperatures.
Principal Investigator means	the lead researcher responsible for designing, overseeing, and managing the research project. They are responsible for guiding the project's direction and for ensuring the achievement of research goals.

By signing this agreement both Parties agree to the following:

- Use for specific Study purposes. The Recipient may only use the Data for the Purpose, and for no other purpose without the prior written approval of Aurum and the Principal Investigator; and execution of an amendment to this Agreement.
- Permitted Users. The Data will be used solely by the Recipient and by no other party.
- No Transfer. The Recipient will not distribute or transfer the Data to any other investigator at the Institution or to any third party for any reason without the prior written consent of the Principal Investigator of the Project.
- No Commercial Use. The Recipient will not commercialise the Data nor use the Data in any research that is subject to consulting or licensing obligations to any for-profit organisations.
- Use under Suitable Containment. The Recipient agrees to use the Data under suitable and appropriate containment conditions and subject to all Data Privacy laws currently in place.
- No Human or Diagnostic Use. The Recipient will not use the Data in any manner on human subjects or for any diagnostic purposes.
- No Individual Identification. The Recipient agrees that the Data will not be used, either alone or in conjunction with any other information, in any effort whatsoever to establish the individual identities of any of the participants from whom the Data was obtained.
- Authorship. The Recipient agrees to abide by the authorship order, and inclusion mandated by the Principal Investigator of the Project.
- Publication Review. The Recipient agrees to abide by all required internal and external review requirements associated with the conditions of the Data prior to publicly circulating, submitting, or presenting these findings. The Recipient agrees that findings generated from the Data will not be submitted or presented externally unless such findings have, at a minimum, been reviewed and approved in writing by the Aurum PI. Depending on the data source, additional reviews by the funders and Aurum's scientific review committee may, in Aurum's sole discretion, apply.
- Acknowledgement & Required Disclaimers. The Recipient agrees to include all required markings, acknowledgements and disclaimers as specified by the funders of the Project, and/or by the Aurum PI. It will be the responsibility of the Aurum PI to supply these requirements, at the time of approval for external circulation.
- Privacy of Personal Information: The privacy of any personal information is strictly regulated by the Protection of Personal Information Act 4 of 2013 depending on the jurisdiction. The Aurum requirements for data privacy are contained in the Aurum Data Privacy Policy (attached hereto) and the Recipient, by his/her signature hereto, agrees to abide by such Privacy Policy in as far as is relevant to the Recipient, as well as with applicable Data protection laws for any personal information shared or processed.
- Indemnity: The Recipient hereby indemnifies, and holds Aurum, its affiliates, directors, employees, agents and the PI ("the Indemnees") harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorney fees and courts costs) incurred or suffered by the Indemnees or awarded against any of them resulting from any action or inaction by the Recipient under this Agreement or as a result of any breach by the Recipient of its obligations under this Agreement..

The Recipient agrees to maintain the absolute confidentiality of the Data. The Recipient also agrees not to disclose any of the Data or Material in any form for any purpose other than as specifically

described in the specific Study or any amendments thereto. Either Aurum or the Principal Investigator of the specific Study may terminate this Agreement with or without cause at any time and as deemed necessary by their obligations to their funders. When required by Aurum, the Recipient will return the Data to Aurum and not retain any copies thereof or extracts therefrom.

Jéan du Randt

**FULL NAME OF RECIPIENT
OF DATA SET**



**SIGNATURE OF RECEIPT
OF DATA SET**

DATE SIGNED:

26 September 2023

**NAME OF AURUM PRINCIPAL
INVESTIGATOR**

**SIGNATURE OF AURUM
PRINCIPAL INVESTIGATOR**

**EFFECTIVE DATE
OF AGREEMENT**

Notes from Data Manager, specifying the name of data file; date of data pull, summary of it's contents, and method of transfer.
