Data Transfer and Use Agreement ("Agreement")

Provider Institution: University of South Florida Board of Trustees pursuant to Agreement concerning: Bridge2AI: Voice as a Biomarker of Health – Building an ethically sourced, bioaccoustic database to understand disease like never before.

Recipient Institution / Company:

Recipient Scientist:

Recipient Authorized Institutional Offical:

Project Title:

Agreement Term:

Start Date:

End Date: Two years after the Start Date, upon completion of the project, upon expiration of the applicable ethics approval, or termination by Provider Institution, whichever occurs first.

Terms and Conditions:

1. Reimbursement of Costs:

   If applicable, Recipient shall reimburse Provider for any costs associated with the preparation, compilation, and transfer of the Data to the Recipient. Costs shall not include payments for research effort by the Provider.

   A. This Agreement is in support of Agreement # _____, which shall cover reimbursement of costs.
   B. Costs as set forth in Attachement I.

2. Provider shall provide the data set described in Attachment 1 (the "Data") to Recipient for the research purpose set forth in Attachment 1 (the "Project").

3. Recipient shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by Recipient Scientist and Recipient's faculty, employees, fellows, students, and agents ("Recipient Personnel") (as approved and listed in Attachment 3) that have a need to use, or provide a service in respect of, the Data in connection with the Project and whose obligations of use are consistent with the terms of this Agreement (collectively, "Authorized Persons"). Collaborators at other research organizations, and other research teams at the same organization, must apply independently for access to the Data and sign a Data Transfer and Use Agreement (DTUA) with the Provider, before accessing the data.

4. Except as authorized under this Agreement or otherwise required by law, Recipient agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of Provider. Recipient agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth in Attachment 2. Recipient must also bind Authorized Persons to hold the Data according to standards of confidentiality and security that are equivalent to those described in this Agreement.

5. Recipient agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.

6. Recipient is encouraged to make publicly available the results of the Project, in open-access journals or pre-print servers where possible.

7. Recipient agrees to recognize the contribution of the Provider as the source of the Data in all written, visual, or oral public disclosures of recipient's research using the Data, as appropriate in accordance with scholarly standards and any specific format that has been indicated in Attachment 1.

8. Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. Either party may terminate this Agreement with thirty (30) days written notice to the other party's Authorized Official as set forth below. Upon expiration or early termination of this Agreement, Recipient shall follow the disposition instructions provided in Attachment 1, provided, however, that Recipient may retain one (1) copy of the Data to the extent necessary to comply with the records retention requirements:

    I. under any law, regulation, or Recipient institutional policy, and

    II. for the purposes of research integrity and verification.

    The restrictions set forth in this Agreement (as applicable) shall survive and apply to such archival copy so long as Recipient holds the Data.

9. Except as provided below or prohibited by law, any Data delivered pursuant to this Agreement is understood to be provided "AS IS." PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Provider, to the best of its knowledge and belief, has the right and authority to provide the Data to Recipient for use in the Project.

10. The Data Provider provides no guarantees that the Data is free of third-party intellectual property rights, database rights, and other related rights. Nothing in this Agreement shall operate to transfer to the Recipient any intellectual property rights in or relating to the Data. Recipient agrees not to use intellectual property protection, database rights, or related rights in a way that could prevent or limit access to, or use of, any element of the Data or research conclusion derived from it. Recipient can elect to perform further research that would add intellectual and resource capital to the Data and decide to obtain intellectual property rights on these downstream discoveries.

11. Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage, disclosure, or disposal of the Data. The Provider will not be liable to the Recipient for any loss, claim, or demand made by the Recipient, or made against the Recipient by any other party, due to or arising from the use of the Data by the Recipient. No indemnification for any loss, claim, damage, or liability is intended or provided by either party under this Agreement.

12. Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.

13. Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between Provider and Recipient regarding the transfer of the Data to Recipient for the Project:

    I. Attachment 1: Project Specific Information.

    II. Attachment 2: Data-specific Terms and Conditions.

    III. Attachment 3: Identification of Permitted Collaborators (if any).

14. No modification or waiver of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both parties. This Agreement shall only be effective upon the review and subject ot the approval of the Data Access Compliance Office ("DACO") requiring a distinct application.

15. The undersigned Authorized Officials of Provider and Recipient expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that they are duly authorized to sign this Agreement on behalf of their institution. This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are

executed electronically. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures may be used in connection with the execution of this Agreement and electronic signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and signed using a handwritten signature.

Signatures:

Provider Institutional Offical:	Provider Scientist:
_____	_____
Print:	Print:
Recipient Institutional Offical:	Recipient Scientist:
_____	_____
Print:	Print:
Notice Address:	Notice Address:

Attachment 1:

1. **Description of the Data:**

   The Bridge2AI-Voice dataset contains samples from conventional acoustic tasks including respiratory sounds, cough sounds, and free speech prompts, capturing voice, speech and language data relating to health and other health information. Participants who consent are asked to perform speaking tasks and complete self-reported demographic and medical history questionnaires, as well as disease-specific validated questionnaires. Participants who consent also permit investigators to access medical information through EHR platforms in order to perform gold standard validation of diagnoses and symptoms.

2. **Description of Project:**

   [Instructions to Drafter – Delete after completion.]

   This section of this attachment should provide sufficient information such that each party understands the project that the Recipient will perform using the Data. Content of this section will be very similar to the Statement of Work used in other types of Agreements. Examples of information that should be provided include:

   * Objective or purpose of the Recipient's work

   * A general description of the actions to be performed by the Recipient using the Data and possibly the anticipated results

   * Include whether or not the Recipient is permitted to link the Data with other data sets (If yes, be sure to include any special disposition requirements related to the linked data sets in Section 4 of this attachment)

   * Include application of costs, if any.

3. **Provider Support and Data Transmission:**

   Provider shall transmit the Data to Recipient:

   Electronically (description below)
   Virtual Data Enclave (description below)
   By Mail to:

   Upon execution of this Agreement, Provider shall send any specific instructions necessary to complete the transfer of the Data to the contact person listed above, if not already included below in this section of Attachment 1.

4. Disposition Requirements upon the termination or expiration of the Agreement:

Two years after the Start Date, upon completion of the project, upon termination, or upon expiration of the applicable ethics approval, whichever occurs first. Data shall be destroyed in accordance with instructions of Provider. Recipient shall submit to Provider a written certification of such data destruction within thirty (30) days after termination or expiration signed by an appropriate representative of Recipient.

Attachment 2:

Additional Terms and Conditions:

1. The Data is Personally Identifiable Information, as that is defined in OMB Memorandum M-07-16, and not covered under HIPAA, FERPA, or similar laws or regulations governing personal information that require the addition of special terms beyond those included in this Attachment.
   ☐ If checked, the Data is subject to the Federal Privacy Act of 1974, as amended, at 5 U.S.C. § 552a.
   x If checked, the Data is covered under a Certificate of Confidentiality, which must be asserted against compulsory legal demands, such as court orders and subpoenas for identifying information or characteristics of a research participant. See Certificates of Confidentiality (CoC) | Grants & Funding for further information.

2. Notwithstanding any statement herein to the contrary, Provider represents that it has full authority to share the Data it has collected with the Recipient and has confirmed that the Project is consistent with such consents as Provider may have obtained from individuals who are the subjects of the Data.

3. Unless otherwise required by law or legal process, Recipient shall not use or further disclose the Data other than as permitted by this Agreement. If Recipient believes it is required by law or legal process to use or disclose the Data, it will promptly notify Provider, to the extent allowed by law, prior to such use or disclosure and will disclose the least possible amount of Data necessary to fulfill its legal obligations.

4. In the event Recipient becomes aware of any use or disclosure of the Data not provided for by this Agreement, Recipient shall take any appropriate steps to minimize the impact of such unauthorized use or disclosure as soon as practicable and shall notify Provider of such use or disclosure as soon as possible, but no later than 5 business days after discovery of the unauthorized use or disclosure. Recipient shall cooperate with Provider to investigate, correct, and/or mitigate such unauthorized use or disclosure. Recipient acknowledges that Provider may have an obligation to make further notifications under applicable state law and shall cooperate with the Provider to the extent necessary to enable Provider to meet all such obligations.

5. Recipient will not use the Data, either alone or in concert with any other information, to make any effort to contact individuals who are the subjects of the Data without appropriate Institutional Review Board (IRB) approval, specific written approval from Provider, and informed consent from the individual, if required.

6. Recipient agrees to store Data with security controls adequate to protect Personally Identifiable Information, to ensure that only Authorized Persons have access to the Data, and to maintain appropriate control over the Data at all times. The controls shall include administrative, physical, and technical safeguards that covered entities and business associates must put in place to secure individuals' electronic protected health information. Recipient further agrees to remove and securely destroy or return, as directed by the Provider in Attachment 1, the Data at the earliest time at which removal and destruction or return can be accomplished, consistent with the purpose of the Project.

7. By signing this Agreement, Recipient provides assurance that its relevant institutional policies and applicable federal, state, or local laws and regulations (if any) have been followed, including the completion of any IRB review or approval that may be required prior to Recipient's use of the Data. Upon Provider's written request to the Recipient's Contact for Formal Notices identified in the signature block, Recipient shall provide documentation of its IRB-Approved Protocol.

8. Recipient futher agrees to adhere to the specific requirements of PhysioNet.Org managed by the MIT Laboratory for Computational Physiology and supported by the National Institute of Biomedical Imaging and Bioengineering (NIBIB) under NIH grant number R01EB030362 or other data distribution as may be utilized by Provider.

9. Provider may unilaterally amend this Agreement should the Federal sponsor require revision. Should recipient object to any amendment, this Agreement shall immediately terminate and Resipient shall immediately return or destroy all Data.

10. The Authorized Representative of Recipient signing this agreement below warrants and declares, to the best of their knowledge and belief, that Recipeint does not use coercion for labor or services as defined in §787.06, F.S. This Agreement shall immediately terminate upon a breach of this section by Recipient.

Attachment 3:

To be replaced with a list of approved recipient personnel. [any changes to the list require amendment of the Agreement]

Name, Title and Signature of each individual